

BENICIA CITY COUNCIL CITY COUNCIL MEETING AGENDA

June 2, 2026
6:00 PM

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

COURTESY ZOOM PARTICIPATION

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

Meeting ID: 885 0804 7557

Password: 449303

Phone: 1 669 900 9128

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

2. CONVENE OPEN SESSION

3. ROLL CALL

4. PLEDGE OF ALLEGIANCE

5. REFERENCE TO THE FUNDAMENTAL RIGHTS OF THE PUBLIC

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

6. ANNOUNCEMENTS

6.A MAYOR'S OFFICE HOURS

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

7. PROCLAMATIONS

7.A PROCLAMATION - LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER (LGBTQIA+) PRIDE MONTH JUNE 2026 [Proclamation - LGBTQIA Pride 2026](#)

8. APPOINTMENTS

8.A CITY COUNCIL APPOINTMENTS; SUBCOMMITTEE RECOMMENDATIONS TO THE MAYOR FOR BOARDS, COMMISSIONS, AND COMMITTEES [City Council Appointment Subcommittee Recommendations](#) [1. Redacted Applications and Resumes](#)

9. PRESENTATIONS

9.A VALUES INCLUSION BELONGING EQUITY (V.I.B.E.)

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 MAY 19, 2026 SPECIAL AND REGULAR MEETINGS

[May 19, 2026 Special City Council Meeting Miniutes](#)

[May 19, 2026 Regular City Council Meeting Miniutes](#)

14.B APPROVAL OF THIRD AMENDMENT TO AGREEMENT WITH ANVIL SECURITY SERVICES, INC. FOR LOPES ROAD BYPASS WATER PIPELINE SECURITY AND RELATED SERVICES AND APPROVING BUDGET AMENDMENTS

RECOMMENDED ACTION: Move to adopt a resolution (Attachment 1) approving a Third Amendment to Agreement with Anvil Security Services, Inc. (Attachment 2) to allow for a limited extension of Lopes Road bypass security services for up to twelve (12) additional weeks (June 16, 2026 to September 8, 2026), at a rate of \$29 per hour (or \$4,872 per week), for a not-to-exceed amount of \$58,464, authorizing the Finance Director to make the necessary budget amendments, and authorizing the City Manager or Finance Director to execute the amendment on behalf of the City.

[Staff Report - Approval of Anvil Security Services Inc. Third Amendment](#)

[1. Resolution - Anvil Security Services Inc. Third Amendment](#)

[2. Anvil Third Amendment to Agreement Lopes Road Bypass Security](#)

14.C APPROVAL OF FIRST AMENDMENT TO AGREEMENT WITH HF&H CONSULTANTS FOR SOLID WASTE & RECYCLING FRANCHISE PROFESSIONAL SERVICES AND APPROVING A BUDGET AMENDMENT

RECOMMENDED ACTION: Move to adopt a resolution (Attachment 1) approving the first amendment to the professional services agreement with HF&H Consultants (Attachment 2) in the amount of \$93,070 for a not-to-exceed total of \$293,070, authorizing the Finance Director to make the necessary budget amendment and authorizing the City Manager or Finance Director to execute the agreement on behalf of the City.

[Staff Report - Amendment to Agreement with HF&H](#)

[1. Resolution - Amendment to Agreement with HF&H](#)

[2. First Amendment to Agreement HF&H](#)

[3. Original Agreement - HF&H](#)

14.D ESTABLISHMENT OF THE ANNUAL APPROPRIATIONS LIMIT PURSUANT TO ARTICLE XIIIB OF THE CALIFORNIA STATE CONSTITUTION FOR FISCAL YEAR 2026-27

RECOMMENDED ACTION: Move to adopt a resolution (Attachment 1) establishing the maximum allowable appropriations limit (Exhibit A) for Fiscal Year 2026-27 in the amount of \$143,160,344.

[Staff Report - Establishing Appropriation Limit for FY2026-27](#)

[1. Resolution - Establishing Appropriation Limit for FY2026-27](#)

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

15. BUSINESS ITEMS

15.A BUSINESS LICENSE TAX MODERNIZATION - PREFERRED TAX MODEL SELECTION AND DIRECTION TO PREPARE AN ORDINANCE AND BALLOT MEASURE

RECOMMENDED ACTION: It is recommended that Council: 1. Move to receive and file the updated Business License Tax Study, including revised models presented following Council direction on April 28, 2026; 2. Move to provide direction on a preferred business license tax model and structure for potential voter consideration; and 3. Move to authorize staff to proceed with preparation of the necessary ordinance and ballot measure materials.

[Staff Report - Business License Tax Modernization - Preferred Tax Model Selection & Direction to Prepare an Ordinance & Ballot Measure](#)

15.B AUTHORIZE RELEASE OF RESERVE COMMITMENT FOR PENSION DESIGNATION

RECOMMENDED ACTION: Move to adopt a resolution (Attachment 1) authorizing release of \$1,547,858 from the commitment for Pension Designation and approving budget amendments in the same amount of \$1,547,858 for contributions to the Section 115 Trust (4/5 vote required, or a majority if not all five Councilmembers are present).

[Staff Report - Release of Designation](#)

[1. Resolution - Release of Pension Designation](#)

15.C PUBLIC HEARING AND ADOPTION OF THE CITY OF BENICIA 2025 URBAN WATER MANAGEMENT PLAN AND WATER SHORTAGE CONTINGENCY PLAN

RECOMMENDED ACTION: 1. Conduct a public hearing to receive verbal and written comments on the Administrative Draft of the City of Benicia 2025 UWMP and WSCP; and 2. Move to adopt the attached resolution (Attachment 1), adopting the revised 2025 UWMP and WSCP (Attachment 2) and directing the Public Works Department to submit to DWR by July 1, 2026.

[Staff Report - 2025 Urban Water Management Plan and Water Shortage Contingency Plan](#)

[1. Resolution - 2025 Urban Water Management Plan and Water Shortage Contingency Plan](#)

[2. Benicia 2025 UWMP and WSCP Admin Draft](#)

15.D APPROVAL OF AGREEMENT WITH OPTERRA ENERGY SERVICES, LLC FOR SOLAR PREVENTATIVE MAINTENANCE, REPAIRS AND UPGRADES AND APPROVING BUDGET AMENDMENTS

RECOMMENDED ACTION: Move to adopt a resolution (Attachment 1) approving an agreement with Opterra Energy Services, LLC (Attachment 2) in an amount not to exceed \$1,603,200 for solar preventative maintenance, repairs and upgrades for a term of up to five years, authorizing the Finance Director to make the necessary budget amendments, and authorizing the City Manager or Finance Director to execute the agreement on behalf of the City.

[Staff Report - Approval of Solar Agreement](#)

[1. Resolution - Approval of Solar Agreement](#)

[2. Opterra Agreement Solar Preventative Maintenance Repairs and Upgrades](#)

16. ADJOURNMENT (9:00 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

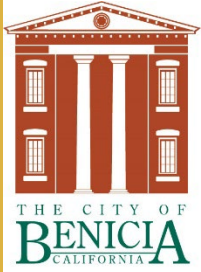
Mayor Steve Young: SYoung@ci.benicia.ca.us

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



PROCLAMATION

IN RECOGNITION OF

Lesbian, Gay, Bisexual, Transgender, Queer (LGBTQIA+) Pride Month June 2026

WHEREAS, fifty-seven years ago, in June 1969, the uprising at the Stonewall Inn in New York City - led by LGBTQ individuals resisting a police raid - marked a turning point in the modern movement for LGBTQIA+ rights; and

WHEREAS, through acts of courage - both visible and quiet - individuals have long stood up for justice and dignity, affirming a fundamental truth: that love is love, and all people deserve to be respected, affirmed, and free to live authentically without fear or prejudice; and

WHEREAS, for every couple once denied legal recognition, and every individual denied their basic civil rights, the landmark 2015 U.S. Supreme Court decision granting marriage equality brought renewed hope, reinforcing the principle that true freedom comes when all are treated equally under the law; and

WHEREAS, despite significant progress, LGBTQIA+ individuals continue to face discrimination, violence, and the harmful effects of regressive legislation, simply for living as their authentic selves; and

WHEREAS, the City of Benicia recognizes the efforts of local residents, advocates, and organizations - including the Benicia LGBTQIA Network, Solano Pride, and other regional partners - who work tirelessly to foster inclusion, awareness, support, and pride within our community; and

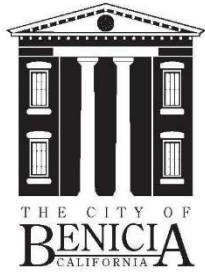
WHEREAS, during Pride Month, we raise our flags and voices to celebrate the strength, diversity, and resilience of the LGBTQIA+ community, while renewing our commitment to equality, equity, and justice for all; and

WHEREAS, the City Council of the City of Benicia stands proudly in solidarity with the LGBTQIA+ community - and with all those who seek dignity, visibility, safety, and equal rights - as we continue the pursuit of full inclusion under the law.

NOW, THEREFORE, BE IT RESOLVED THAT I, Steve Young, Mayor of the City of Benicia, on behalf of the City Council, do hereby proclaim June 2026 as LGBTQIA+ Pride Month in the City of Benicia, California.

Steve Young, Mayor
June 2, 2026





**AGENDA ITEM
CITY COUNCIL MEETING DATE – JUNE 2, 2026
APPOINTMENTS**

TO : City Council

FROM : City Manager

SUBJECT : **CITY COUNCIL APPOINTMENTS; SUBCOMMITTEE
RECOMMENDATIONS TO THE MAYOR FOR BOARDS,
COMMISSIONS, AND COMMITTEES**

The City Council Appointment Subcommittee's recommendations to the Mayor for appointments to Boards, Commissions, and Committees are as follows:

Greg Wilson, Arts and Culture Commission, for a full-term ending July 31, 2030.

Neema Helmat, Arts and Culture Commission, for a full-term ending July 31, 2030.

Elizabeth O'Brien, Community Services Commission, for a full-term ending July 31, 2030.

Helena Fowler, Community Services Commission, for a full-term ending July 31, 2030.

Jessica De Trane, Community Services Commission, for a partial-term ending July 31, 2029.

Barbara McBride, Community Sustainability Commission, for a full-term ending July 31, 2030.

Caroline Pilotte, Community Sustainability Commission, for a student term ending July 31, 2027.

Chris Milne, Economic Development Board, for a full-term ending July 31, 2030.

Warren Ritter, Economic Development Board, for a partial-term ending July 31, 2028.

Judy Shepherd-Hall, Economic Development Board, for a partial-term ending July 31, 2029.

Simone St. Clare, Historic Preservation Review Commission, for a full-term ending July 31, 2030.

Lynn Tracy Nerland, Historic Preservation Review Commission, for a full-term ending July 31, 2030.

Misty Boster, Housing Authority, for a tenant term ending July 31, 2028.

Cynthia Pappas, Industrial Safety Citizen Oversight Commission, for a full-term ending July 31, 2030.

Michael Clark, Local Tax Oversight Board, for a full-term ending July 31, 2030.

Jarrold Slate, Planning Commission, for a full-term ending July 31, 2030.

Terrence Bennett, Planning Commission, for a full-term ending July 31, 2030.

ADDITIONAL APPLICANTS:

- An Peterson
- Gabriella Carne
- David Wride
- Richard Nakamura
- Abita Murphy
- Bryan Robinson
- Kelsey Bye
- William Stuart Lyle

ATTACHMENT:

1. Redacted Applications and Resumes

For more information contact: Mario Giuliani, City Manager

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

Benicia, CA Application

Profile

Thank you for your interest in serving on the Boards & Commissions for the City of Benicia. The Benicia City Council is committed to a diversity of representation on our Boards, Committees and Commissions for gender, race, ethnicity, geography, social, environmental and economic sectors as well as avoiding potential conflicts of interest.

Which Boards would you like to apply for?

Arts and Culture Commission: Submitted

Greg

First Name

L

Middle
Initial

Wilson

Last Name

Email Address

Street Address

City

Suite or Apt

State

Postal Code

Primary Phone

Alternate Phone

Yerba Buena Center for the
Arts

Employer

Head Technician

Job Title

Interests & Experiences**Why are you interested in serving on a board or commission?**

I have a strong belief in the power of the arts in a community. I'm not sure where I would be if I didn't find my place in the arts, and I want those opportunities to be available for future generations.

[GWilsonResume2022.pdf](#)

Upload a Resume

Form Updated 7/2020 - Changes to Form Require Approval by Mayor

EXPERIENCE

Head Technician, Yerba Buena Center for the Arts – 2015-Present

Technical Director, Marines Memorial Theatre – 2000-2015

Technical Director, Post Street Theatre – 2008-2010

Responsible for organizing all technical aspects of Off-Broadway size theatre.

- Lead union and non-union crews
- Provide all technical support for productions including set construction, electrics, sound and A/V.
- Work in the capacity of Master Electrician, Light Board Operator, Flyman, Head Carpenter, Props, Audio and Video.
- Maintain complete inventory of all equipment and any other relevant theatrical materials.
- Oversee payroll for all union and non-union technicians.
- Organize load-ins/outs
- Hire and train all crew
- Responsible for maintenance of entire venue
- Responsible for decisions relating to technical gear purchases
- Responsible for adherence to industry standard safety practices

Co-Owner, Theater 33, LLC – 2022-Present

Theater 33 is a venue management company, currently operating the Marines' Memorial Theater in San Francisco

Owner, Full House Theatrical – 2003-Present

Full House Theatrical specializes in Production Management & Technical Direction for Live Events

- Manage load in, construction, maintenance and load out of all production elements.
- Hire crews for every phase of production.
- Work with producers, stage management and front of house to accommodate all production needs.
- Create and work within budgetary parameters for all aspects of productions.
- Clients include Yerba Buena Night; an annual one night event covering 3 square blocks with attendance of 10,000.

Assistant Technical Director, Marines Memorial Theatre – 1997-2000

- Assist Technical Director in all aspects of running an Off-Broadway size theatre
- Serve as Lead Stagehand for over-hire crews
- Serve in various positions on running crews

Freelance Stagehand & Production Manager – 1996-Present

- Work in every major venue and event location throughout the Bay Area

OTHER

Volunteer for several local Community Theaters. Served on the Board of Directors for the Pinole Community Theatre. Volunteer Teacher for the Pinole Valley High School Technical Theatre Department.

Benicia, CA Application

Profile

Thank you for your interest in serving on the Boards & Commissions for the City of Benicia. The Benicia City Council is committed to a diversity of representation on our Boards, Committees and Commissions for gender, race, ethnicity, geography, social, environmental and economic sectors as well as avoiding potential conflicts of interest.

Which Boards would you like to apply for?

Arts and Culture Commission: Submitted

Neema

First Name

Hekmat

Last Name

Middle
Initial

Email Address

Street Address

City

Suite or Apt

State

Postal Code

Primary Phone

Alternate Phone

Nativene

Employer

CEO

Job Title

Interests & Experiences**Why are you interested in serving on a board or commission?**

I would like to take a more active role in making our community a better place. With my extensive background in world music and performing arts, I believe I can help increase diversity and inclusion.

[Neema_Hekmat_FULL_resume_26_July_2020.pdf](#)

Upload a Resume

Form Updated 7/2020 - Changes to Form Require Approval by Mayor

Neema Hekmat

SUMMARY: Accomplished medical device professional with over 15 years experience and proven track record in product development and marketing. In music and performing arts, over 20 years experience with leadership roles in community-based non-profit organizations, producing concerts and directing ensembles. Excellent interpersonal and communication skills, highly-organized and self-motivated.

EDUCATION:

Stanford University, Stanford, CA, M.S. in Biomechanical Engineering, 2004 – 2005

Coursework includes: medical device design & economics, product quality, cardiovascular bioengineering & biomaterials

University of California, Davis, B.S. in Biological Systems Engineering, 1999 - 2003

Graduated with Honors. Emphasis in biomedical engineering & bioinstrumentation. Final project: cough intensity monitor

WORK EXPERIENCE:

Medtronic, Inc. Santa Rosa, CA (June 2015 – current)

Product Consultant, Aortic Division (promoted in June 2018)

Principal Product Specialist, Aortic Division (June 2015 – June 2018)

- Lead AAA therapy development in the US
- Achieved over 200% growth in Heli-FX sales
- Conduct direct field engagement via marketing field visits, over 12 completed to-date, over 50 additional cases attributed to these visits
- Foster relationships with physician thought leaders and key accounts through meetings at conferences, case/office visits and engagement on promotional and clinical development opportunities
- Key trainer of Medtronic field team after the Aptus acquisition as well as ongoing with new hires

Aptus Endosystems, Inc. Sunnyvale, CA (February 2010 – June 2015) *Acquired by Medtronic in June 2015*

Start-up specialized in abdominal aortic aneurysm endograft implant, delivery system and fixation technology.

Marketing Manager (March 2013 – June 2015)

- Responsible for growing adoption of the Heli-FX product line globally
- Achieved over 300% growth in Heli-FX sales
- Strategized, planned and executed conference and peer-to-peer outreach programs, over 20 annually
- Coordinated company programs at medical conferences, including exhibitions, symposia, training and presentations
- Designed ad placements, marketing collateral, case reports and all disseminated promotional materials, while ensuring compliance with QS requirements

Manufacturing Operations Manager (February 2010 – March 2013)

*Served as interim Quality Manager from January 2012 - June 2012

- Led manufacturing engineering and assembly operations, and maintained product availability and high quality through scale-up
- Achieved over 800% increase in productivity and zero field workmanship issues
- Directed manufacturing engineering and managed all design/process changes related to quality improvements and cost reductions, as well as day-to-day line troubleshooting
- As QA manager, streamlined IQC to cut total materials in QC hold by 50%. Reduced complaint closure times by 50% and launched training controls for field reps.

AngioDynamics Inc., Fremont, CA (January 2009 - February 2010)

Positions and promotions:

Operations Manager, Benephit division (September 2009 - February 2010)

Senior R&D Engineer (January 2009 - August 2009)

- Led operations and sustaining engineering teams
- Achieved 100% product availability and zero patient safety-related product field issues
- Responsible for daily supervision of all facility employees, including CER operators, QA/ QC and R&D technicians
- Responsible for finding solutions to troubleshoot issues in new facility
- Core member of manufacturing facility transfer program

FlowMedica Inc., Fremont, CA (March 2005 – January 2009) *Acquired by Angiodynamics Inc. in January 2009.*
Startup specialized in renal drug delivery catheter technology.

Positions and promotions:

Senior R&D Engineer/ Manufacturing Supervisor (December 2007 - December 2008)

Manufacturing Supervisor/ R&D Engineer (September 2006- November 2007)

R&D Engineer (October 2005 - August 2006)

Engineering Intern (March 2005 - June 2005)

- Lead project engineer for 3 catheter products addressing new market applications from concept through market release.
- Achieved high customer satisfaction (no complaints in 400+ shipped products) with last product launch constituting 50% of total revenue in 3 months post-launch
- 100+ field in- servicing and case visits
- Developed strong relations with numerous thought leaders in IC & IR, CT & vascular surgery and nephrology. Served as primary trainer for new products with extensive experience in the OR, cath lab, radiology suite and ICU/CCU
- Spearheaded product development and process improvements resulting in 30% COGS decrease, 10% increase in yields (to 95%) and 30% reduction in assembly cycle time (to 2 hours).

Stanford Biodesign Program, **Student Medical Device Designer**, Stanford, CA (1/04 - 10/05)

In a multidisciplinary team, developed a novel endovascular treatment for cerebral aneurysms. Received extensive media coverage and 2 prestigious first- place national awards. Success achieved through effective teamwork and collaborations with local physicians and medical device companies

Shiraz University of Medical Sciences, **Visiting Biomedical Fellow**, Shiraz, Iran (2/05 - 9/05)

Developed, published and presented a new model for medical device development in Iran based on clinical needs assessment in a major university hospital and evaluation of industry landscape.

UC Berkeley SurgiCal Group, **Staff Researcher**, Berkeley, CA (9/03 - 2/05)

Configured robotic instrumentation and biomechanical devices. Collaborated with multi-disciplinary team on new

robotics platform for CABG, collaborated with local CT surgeons for design inputs. Served as primary author on published poster. Supervised 2 undergraduate interns

Stellaris Consulting Co., **Technical Intern**, Davis, CA (3/00 - 6/02)

Edited and reviewed company's published engineering text, Strength of Materials.

UC Davis Mechanical Engineering, **Student Research Assistant**, Davis, CA (9/01 - 5/02)

Performed research in the ergonomics field and wrote 2 department- circulated papers on sport injury mechanics

NON-PROFIT EXPERIENCE:

Quadre, Mountain View, CA (June 2015 – current)

Honorary Artistic Advisor (February 2020 - current)

Executive Board Member (June 2015 - February 2020)

Provide strategic input for community engagement and artist development plans and diversifying inclusion

Afsaneh Art & Culture Society, Woodacre, CA (February 2010 – January 2016)

Honorary Advisor (April 2012 - January 2016)

Executive Board Member (February 2010 - April 2012)

Responsible for garnering financial support of major programs through community fundraising and grants, as well as increasing artistic diversity. Led efforts that secured a major grant from the prestigious Creative Work Fund

Zaryab Ensemble, Mountain View, CA (March 2010 – June 2015)

Director

As director of a world music ensemble, produced over 10 major productions locally and internationally. Promoted diversity in audience and artist inclusion.

Bamdad Radio, Sacramento, CA (March 2010 – August 2011)

Music advisor

Served as a music advisor to program producers. Core faculty member of radio's music program

ISCAO, Davis, CA (June 2000 – June 2001)

Executive Board Member

Responsible for garnering financial support of major events through community fundraising, as well as maintaining the organization's balance sheet. Achieved highest cash position in non-profit's history

ACHIEVEMENTS:

- NCIIA Biomedical Engineering Innovation Design Top Award
- 6 Filed U.S. Patents
- Lincoln Foundation Inventorship Award
- Licensing Executives Society Top Award
- Deans Honors for 9 academic terms
- Tau Beta Pi Honor Society nomination

TECHNICAL SKILLS:

- Catheter prototyping, polymer processing, vascular molding
- Machining: drill press, milling machine, lathe, grinder
- Configuration of variety of electromechanical devices & sensors
- Stent winding, medical graft sewing
- Catheter assembly, packaging design
- Writing: reports, protocols, proposals, presentations
- Programming: C, Matlab, HTML, VB, ladder logic
- Software: AutoCAD, Solidworks, Excel, MS Office, SAP, MFP and QAD

INTERPERSONAL SKILLS: Demonstrated leadership qualities, superb communication skills, good composure, positive attitude, self-motivated and swift learner

LANGUAGE SKILLS: Fully fluent in English and Persian, grade school level French

REFERENCES: Available upon request

Benicia, CA Application

Profile

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Which Boards would you like to apply for?

Community Services Commission: Submitted

Elizabeth

First Name

B

Middle
Initial

O'Brien

Last Name

Email Address

Street Address

City

Suite or Apt

State

Postal Code

Primary Phone

Alternate Phone

self

Employer

Architectural Historian

Job Title

Interests & Experiences**Why are you interested in serving on a board or commission?**

I would like to make a contribution to my hometown, and the Human Services Board provides a valuable service that I would like to support

[Benicia_Resume_2023.doc](#)

Upload a Resume

Form Updated 7/2020 - Changes to Form Require Approval by Mayor

Elizabeth Barthold O'Brien

EDUCATION

1986 B.A. Lafayette College, Easton, PA.

1990 M.A. Art History (emphasis:architectural history) American University, Washington, DC.

I have been a resident of Benicia since 2017 when my husband and I relocated here from Alexandria, Virginia. Since 2019, I have been working part-time on an on-call basis as an architectural historian for several environmental services companies including Pinon Heritage Solutions, PAR Environmental Services, RLR Cultural Resources, and Aspen Environmental Group. Through this work, I have conducted research and written historical reports on a variety of communities throughout California and Washington State. I have also evaluated more than 250 historic resources using state and national criteria for significance.

COMMUNITY SERVICE AND VOLUNTEER EXPERIENCE

Arts Benicia Volunteer (2017-present) Assist with Family Art Day Programs, greet visitors to exhibits.

Ways and Means Committee Chair and Class of 2020 Representative, West Point Parents Club of Northern California (2018-2021) Inventoried merchandise, worked with vendors, and conducted sales at club events. Planned graduation luncheon at West Point and coordinated with the offices U.S Senate and Congressional representatives to procure letters of congratulations for 2020 graduates.

Volunteer ESL Teacher, Benicia Public Library (2017-2019) Tutored two ESL learners through the library's ESL Program.

John Muir National Historic Site Volunteer, Martinez, CA. (2017-2020) Greeted visitors, led tours through the historic house and transacted gift shop sales. Assisted with special events, such as Earth Day.

Coordinator, Westminster/George Mason Tutoring Program, Alexandria, VA. (2005-2011) Oversaw afterschool tutoring program for approximately 30 elementary school students. Monitored tutoring sessions, provided training and support for volunteer tutors, recruited tutors, facilitated communication between tutors and teachers, worked as a liaison between the school administration and the sponsoring organization, provided snacks, planned special events, initiated gift book program with local bookstores.

Architectural Historian, Heritage Preservation Review Board. Town of Herndon, VA. (1996-2004) Evaluated planned additions and alterations to buildings within the Herndon Heritage Preservation District. Attended monthly work sessions and televised board meetings to help property owners comply with guidelines.

PRIOR EMPLOYMENT EXPERIENCE

Interpretive Park Ranger, John Muir National Historic Site (November-December 2017) Filled full-time two-month emergency hire position. Undertook extensive research in Muir's life, environmental and California history, and the architecture and landscape of the property to lead

ranger tours and school groups and answer visitor questions. Conducted research and wrote text for upcoming exhibit “In Her Words: A Day in the Life at the Muir Strentzel House.”

Museum Guide, Woodrow Wilson House, National Trust for Historic Preservation, Washington, DC. (1991-2017) Led one-hour tours through the home of the 28th President of the United States. Transacted admissions and gift shop sales and followed protocols to ensure the safety of visitors and the security of the collection. Assisted as needed with rentals of the property for weddings, dinners and meetings. Participated in collection cleaning projects.

Adjunct ESL Professor, Northern Virginia Community College, Alexandria, VA. (2012-2016) Taught Reading and Writing, Listening and Speaking, and Introduction to TOEFL to English learners at a community college.

ELL Teacher, ACPS Alexandria Community Education, Alexandria, VA. (2009-2012) Taught High Beginner, Low Intermediate and High Intermediate-level English to adults. Completed student registration and placement testing.

Project Architectural Historian, John Milner Associates, Alexandria, VA. (1993-2004) Conducted archival research, completed field studies, and wrote over forty reports for historic preservation, historic archeology, and cultural resource management projects in Virginia, West Virginia, Maryland, Pennsylvania, New Jersey, and the District of Columbia. Gave public presentations and co-wrote a chapter in a professional publication.

Museum Guide, Stephen Decatur House, National Trust for Historic Preservation, Washington, DC. (1990-1994) Led educational tours through the 1821 house designed by Benjamin Latrobe for Commodore Stephen Decatur. Assisted as needed to accommodate guests and ensure the security of the collection during rentals of the property for special events.

Architectural Historian, Historic American Buildings Survey (HABS), National Park Service, Washington, DC. (1990-1993) Performed field documentation and photography of the elements of the L’Enfant McMillan plan in Washington, DC. Conducted historical research using standard reference works, secondary historical works, oral sources and primary sources available in archives, libraries and special collections. Wrote the report that became the basis for the National Register of Historic Places Nomination for the L’Enfant Plan. Gave presentations related to the project at national and international conferences and published articles in professional publications.

US International Council on Monuments and Sites (ICOMOS) Architectural Historian, National Trust, United Kingdom. (Summer 1992) Wrote three chapters and performed archival research for a guidebook to the 26,000-acre Kingston Lacy Estate in Dorset, England.

Summer Intern, Historic American Buildings Survey, National Park Service, Plains, GA. (Summer 1989) Conducted interviews, archival research, and field studies and completed HABS reports on 23 buildings in the Jimmy Carter National Historic Site, Plains, GA.

Reporter and News Editor, DeKalb Neighbor Newspaper, Stone Mountain, GA. (1986-1987) Wrote news and features stories for weekly newspaper in an Atlanta suburb. Led staff of four, assigned stories and photographs, edited, assisted with layout and paste-up.

Instructor, Annapolis Sailing School, Annapolis, MD. (Summer 1985) Taught basic sailing skills to groups of four adults on 24-foot sailboats.

Benicia, CA Application

Profile

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Which Boards would you like to apply for?

Community Services Commission: Submitted

Helena Fowler
First Name Middle Initial Last Name

Email Address

Street Address

City

Suite or Apt

State

Postal Code

Primary Phone

Alternate Phone

Self-employed (Food Is Function)
Employer

Doctor of Clinical Nutrition, Founder
Job Title

Interests & Experiences

Why are you interested in serving on a board or commission?

When I got my doctorate in clinical nutrition, I promised myself that I would find a way to use my knowledge and experience to serve my community. I have served the Benicia community in the past as a volunteer in the Logistical Support Unit of the Benicia Volunteer Firemen, Inc. (our previous volunteer firefighter group), serving as the Vice President of the Board for a term, as well. I am currently a Board Member with Benicia Ballet Theatre and a founding leader of the Wellness Alliance at the Benicia Chamber of Commerce. In addition to having a background in nutrition and wellness and a part-time private practice (called Food Is Function), I also have a fractional marketing leadership consultancy that works with early stage startups in the health and wellness, food, FemTech, and climate and sustainability spaces. I also have previous corporate leadership experience. Within my private practice, I work with several special populations including women, the aging population, youth athletes, and neurodiverse populations. This unique combination of skill sets and background gives me a distinct understanding of health, wellbeing, and how to operate in an efficient (and scrappy) manner with limited resources, making the most of what is available. I am incredibly passionate about food access and ensuring our healthspans and the quality of life we have can keep pace with our lifespans -- making sure we're able to live a life of positive health and wellbeing for as long as possible from as early as possible. I would be grateful for the opportunity to contribute to the Community Services Commission and the positive quality of life of all Benicians.

[Helena Fowler CV 0226.pdf](#)

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HELENA FOWLER

Functional Clinical Nutrition

Dr. Helena Fowler, DCN is a Doctor of Clinical Nutrition who specializes in functional nutrition, stress, nutritional psychology, and longevity. She believes food IS function and uses strategic nutrition and mind-body practices, grounded in functional medicine and Ayurveda, to address stress and longevity at the intersections of gut health, hormonal health, chronic inflammation, sleep, and mood. This often takes the shape of providing support for hormonal imbalances and mood dysregulation where stress and sleep play particularly insidious roles as with perimenopause, underactive thyroid, GLP-1 (Ozempic, etc.) use, and metabolic “lifestyle” diseases.

PROFESSIONAL EXPERIENCE

Senior Contributor

Aug. 2025 – Present • SLEEP365

Provide subject matter expertise as a Stress and Sleep Expert for SLEEP365.

Co-Founder and Managing Director

May 2023 – Present • Mind the Gap Services

- Mind the Gap Services (MTG) provides fractional C-level expertise across marketing strategy, product strategy, and sales operations at important milestones for early-stage startups and women-founded/led companies in the health and wellness, food, FemTech, and climate and sustainability spaces.
- Our mission is to find and resolve the gaps that keep Founders and CEOs from achieving growth and expansion.
- Combine deep knowledge, background and experience in product strategy and product marketing with nutrition and wellness experience to provide guidance, advisory and fractional leadership.

Co-Founder

Sept 2023 – Present • CoNut Media, LLC

Media company focusing on developing positive and uplifting content to enhance wellbeing

- The first CoNut Media property is A Coach, a Nutritionist, and an Expert Walk Into a Podcast. Listeners can expect a dynamic and multifaceted exploration of health and wellbeing.

Founder & Clinical Nutritionist

2016 – Present • Food Is Function

- Functional nutrition clinical practice blending functional medicine and Ayurveda approaches; specialize in stress, gut health, hormones, sleep, longevity, and nutritional psychology
- Client populations include women, mature adults (aging population), youth dancers and athletes, neurodiversity

Senior Director of Global Product Marketing

2022 – May 2023 • BITLY • REMOTE

Bitly is a product-led growth SaaS business synonymous with shortened links, QR Codes and link-in-bio

- Defined company and product positioning in a highly complex environment as Bitly established a new product category, post-acquisition of another company, as the company scaled from \$80M to \$100M+.

- Launched new flagship product; resulted in new product adoption +17% over goal. Conducted market, competitive and customer analyses to determine product-market fit and created positioning, use cases, and strategic multi-channel go-to-market plans. Led cross-functional tactical execution efforts.
- Launched new subscription tier; resulted in triple-digit daily average new subscribers within 6 mo of launch, surpassing MRR goals. Data gathered and distilled from customer feedback and competitive intelligence informed product and PMM strategy via audience definition and test-and-learn for pricing and packaging.
- Established new PMM team inclusive of organizational design, repeatable processes, scalable systems, artifacts (roadmap, positioning, messaging), and hiring within 5 months. Orchestrated over 30+ feature launches using value-driven, user-centered approaches, meeting and surpassing 2H22 goals and OKRs.
- Served as strategic link among product, marketing, engineering, customer success, sales and BI.

Head of Product Marketing and SaaS Product Owner

2016 – 2022 • RODAN + FIELDS • SAN FRANCISCO, CA

Rodan + Fields is a \$1B ecommerce-based retail company; builds SaaS products to enable a network of independent sales reps

2021-2022 • Head of Product Marketing and SaaS Product Owner (mobile/ecommerce/Internal)

2018-2021 • Director, Digital Product Strategy and Product Marketing (SaaS, mobile)

2016-2018 • Director, Digital Product Marketing (SaaS, mobile, ecommerce)

- Accountable for \$60M revenue stream from SaaS subscription business management/CRM app; grew subscriber base and ARR as Rodan + Fields scaled from \$880M to \$1.8B and expanded into CAN, AUS, JPN.
- Owned product lifecycle, from concept through go-to-market; informed product roadmaps via deep understanding of customer behavior and needs, market dynamics, and competitive intelligence.
- Increased YoY retention rate to nearly 80% for SaaS subscription business management/CRM app (web/mobile) during complex \$MM re-platform through customer experience feedback programs, market analyses, competitive intelligence, test-and-learn marketing channel activation.
- Increased YoY user satisfaction by 12% through customer engagement and lifecycle programs, inclusive of compelling, high-impact positioning, messaging and content.
- Led and scaled high-performing product strategy, product marketing and OCM teams.

NOTE: Positions prior to 2016 available upon request; professional marketing communication work history begins in 2001 (includes highly-regulated industries, start-ups and agency experience)

VOLUNTEER + ADVISORY EXPERIENCE

Board Member

Jan. 2026 – Present • Benicia Ballet Theatre

Serve as a Board Member at large; leader of the Communication Committee.

Council Member and Advisor

June 2025 – Present • Springboard Enterprises

Springboard's Accelerator Programs are for women-led life sciences, digital health and technology companies seeking growth funding and connections to experts and strategic partners for product development and expansion. Selected entrepreneurs and companies are matched with a personal advisory team, tasked with providing a meaningful impact on the company's next stage of growth.

Additional Past Volunteering & Board Activities

2025 – Benicia Ballet Theatre – PR Volunteer

2024-2025 – The Alpha1 Collaborative – Advisor

2020-2021 – NAMA – Vice Chair, Student Subcommittee

2014-2016 – Benicia Volunteer Firemen – Vice President of the Board of Directors

EDUCATION, CERTIFICATIONS + TRAINING

Education

2025 – 2027 – MA, Marriage & Family Therapy (MFT/PCC dual-path); in progress
2024 – Doctor of Clinical Nutrition, University of Western States
2022 – MS, Human Nutrition & Functional Medicine, University of Western States
2008 – MA, Communication Studies – Integrated Marketing Communication, CSU San Bernardino
2002 – BA, Communication Studies – Public Relations emphasis, CSU San Bernardino

Certifications

2023 – Full Spectrum Doula, Cornerstone Birthwork Training
2022 – Birth and Labor Doula, Sierra Childbirth Institute
2020 – Ayurvedic Health Counselor, Mount Madonna Institute
2018 – Food, Nutrition & Health, University of Washington
2016 – Reiki Master (Usui tradition)
2016 – 200-hr Yoga Teacher

Training

2023 – Fertility Doula, Midwifery Institute
2021 – Training as an Ayurvedic Practitioner, Mount Madonna Institute

Benicia, CA Application

Profile

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Which Boards would you like to apply for?

Community Services Commission: Submitted

Jessica

First Name

M

Middle
Initial

De Trane

Last Name

Email Address

Street Address

City

Suite or Apt

State

Postal Code

Primary Phone

Alternate Phone

Contra Costa County

Employer

Deputy District Attorney

Job Title

Interests & Experiences**Why are you interested in serving on a board or commission?**

I am interested in serving on a City of Benicia board or commission because I care deeply about thoughtful, transparent local governance and the long-term wellbeing of our community. As a deputy district attorney in Contra Costa County, I have experience evaluating policy, accountability, and public systems. Additionally, I bring a practical, analytical perspective to decision-making. I am particularly motivated by issues that impact families, community services, and responsible growth, and I value collaborative problem-solving grounded in fairness and data. Serving on a board is an opportunity for me to contribute my professional skills while staying meaningfully engaged in the future of Benicia where my family resides.

[CV_226.pdf](#)

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Jessica Murad, Deputy District Attorney

Curriculum Vitae

EDUCATION

UC Hastings College of the Law , San Francisco, CA	May 2016
Juris Doctor, Criminal Law Concentration, <i>Cum Laude</i>	
Admitted to California Bar, November 2016	
Outstanding Achievement in Pro Bono	
Trial Team Captain	
California Polytechnic State University , San Luis Obispo, CA	Mar. 2013
Bachelor of Arts, History, Law & Society Minor, <i>GPA: 3.52</i>	
National History Honor Society, <i>Phi Alpha Theta</i>	

CURRENT EMPLOYMENT/RELEVANT EXPERIENCE

Contra Costa County District Attorney's Office , Martinez, CA	August 2013-Present
<i>Deputy District Attorney</i>	<i>Nov. 2016 - Present</i>
Conducted 37 jury trials and 100+ preliminary hearings ranging from misdemeanors to life-top sexual assault cases. Appear and litigate at motion, pre-trial, and appellate calendars. Research and write legal memorandums, motions, and office policies. Head of several internship & training programs, as well as the mentorship program. Member of recruitment & retention committee. Conduct both interoffice & intraoffice trainings. POST certified Law Enforcement Instructor. Currently assigned to the Human Trafficking Unit, specializing in Sex Trafficking.	

Community Violence Solutions , San Pablo, CA	2022-Present
<i>Board Member</i>	
Provide strategic oversight and governance for a nonprofit dedicated to supporting survivors of Human Trafficking and sexual violence. Ensure compliance with legal, ethical, and fiduciary responsibilities, including budget approval and policy development. Support fundraising initiatives and donor engagement to sustain critical programs and services. Advocate for survivors and promote community awareness through outreach and public education efforts.	

Kids at Work , Martinez, CA	2025-Present
<i>Secretary & Board Member</i>	
Support the organization (non-profit county daycare) in their governance, compliance, and strategic planning by maintaining accurate records, assisting with board communications, and contributing to policy and program oversight. Collaborate with fellow board members to ensure decisions are mission-driven, transparent, and responsive to the needs of working families and children, while helping strengthen the organization's long-term sustainability.	

CONTINUING EDUCATION & CONFERENCES

Alliance to End Abuse Child Labor Trafficking Symposium	1/2026
AICC POST Instructor Training	6/2025
Human Trafficking Collective DEIA Training	6/2023
CDAA Human Trafficking Summit	5/2023
NCFI Digital Evidence for Prosecutors	2/2023
NLETC/ICAC Child Exploitation Training	6/2022
CDAA 2021 Forensic Sciences & DNA Seminar	11/2021
CCFMTC-SART Summit X, Multidisciplinary Training	9/2021
CDAA 2019 Felony Sentencing Seminar	4/2019

TEACHING/PRESENTATION EXPERIENCE

Identify and Intervene: Operational Strategies for Sex Trafficking	1/2026

Jessica Murad, Deputy District Attorney
Curriculum Vitae

CCCDAO Detective Symposium – Courtroom Testimony	11/2025
Antioch Police Department Report Writing & Testimony	8/2025
LETC CCCSO POST Academy Instructor	6/2025 - Present
CCCDAO Sexual Assault Investigator’s School – Charging	5/2023
Danville Police Department Community Academy	6/2023, 10/2023, 6/2024
CSAIA Case Study on People v. Young & Young	3/2023
Courtroom Expertise for Human Trafficking	2/2023
Human Trafficking 102 w/ Family Justice Center Institute	1/2023
CVS Rape Crisis Advocate Training, Criminal Justice System	8/2021, 12/2021, 5/2022
CCCDAO New Prosecutor Training Instructor	12/2020 – Present

Benicia, CA Application

Profile

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Which Boards would you like to apply for?

Community Sustainability Commission: Submitted

Barbara

First Name

McBride

Last Name

Middle
Initial

Email Address

Street Address

City

Suite or Apt

State

Postal Code

Primary Phone

Alternate Phone

Calpine Corporation

Employer

Senior Director Origination
and Development

Job Title

Interests & Experiences**Why are you interested in serving on a board or commission?**

I have lived in Benicia for over 25 years and am deeply invested in the city and ensuring that it remains one of the best places in the bay area to live. I have served on Benicia Youth Soccer league board for many years and now that my children are older, I would like to continue serving the community.

[McBride Resume 2025.pdf](#)

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BARBARA HUETTENHAIN MCBRIDE

Dedicated to advancing innovative, sustainable, and impactful solutions in the energy and industrial sectors

SUMMARY

Dynamic Leader in Energy and Industrial Development

Highly skilled in creating development opportunities that leverage strong stakeholder engagement to deliver sustainable and profitable projects. With over 35 years of experience, I bring a proven track record in developing, permitting, and financing power generation facilities, pipelines, and industrial infrastructure, including expertise in natural gas power facilities, carbon capture and storage, geothermal projects, project management, and sustainability program development.

Key Strengths:

- Exceptional strategic communication, leadership, and teambuilding abilities, fostering collaborative partnerships and driving results-oriented organizations.
- Expertise in forming and leading multicultural, diverse teams to achieve a wide range of project objectives while addressing and incorporating stakeholder interests.

EXPERIENCE

CALPINE CORPORATION

2001-Present

Senior Director of Strategic Origination and Development

- Spearhead the development and permitting of innovative carbon capture and storage (CCS) projects, including technology evaluation, site selection for storage, and pipeline development and permitting.
- Manage Department of Energy funding opportunities for CCS projects, overseeing key initiatives such as carbon capture pilot projects and front-end engineering and design (FEED) studies.
- Lead contract negotiations for new development initiatives and extensions of existing facilities, ensuring alignment with corporate objectives and market opportunities.
- Assess emerging geothermal and clean energy technologies for integration into the company's energy portfolio.
- Drive stakeholder and community engagement strategies to build trust and support for both new and existing projects.
- Advocate for progressive environmental policies and regulatory frameworks at state and federal levels to support sustainable development initiatives.
- **Board Member, Carbon Capture Coalition:** Contribute to national CCS policy advocacy and industry collaboration to advance carbon management solutions.
- **Treasurer, California Council for Environmental and Economic Balance (CCEEB):** Contribute to strategic initiatives promoting balanced environmental and economic policies in California for a multi-stakeholder organization including business, labor and public members.

BARBARA MCBRIDE

EXPERIENCE (Continued):

Safety, Health, and Environmental Director

- Played a pivotal role in project development, overseeing permitting from initial stages through construction and commercial operation.
- Directed compliance for 23 natural gas power plants and 14 geothermal power plants, ensuring adherence to rigorous environmental, health, and safety (EHS) standards.
- Supervised a team of 21 employees, fostering a culture of accountability and excellence while strategically advancing EHS policies and programs.
- Provided critical EHS support for business development activities, including acquisitions, due diligence, and site selection processes.
- Collaborated closely with regulatory bodies, including the California Energy Commission, EPA, and state and local agencies, to navigate complex permitting processes.
- Monitored, influenced, and helped shape legislation and regulations impacting the company by partnering with government affairs and industry groups at federal and state levels.

EQUILON ENTERPRISES, LLC

Environmental Permitting Engineer

1998–2001

- Led Contra Costa County land use and Title V permitting for the Martinez Refining Company, including negotiating land use, air, and facility permits.
- Managed environmental compliance programs, including Toxic Release Inventory Reporting, MACT, Proposition 65, and SARA/CERCLA requirements.
- Ensured emissions control and monitoring systems met federal and state regulatory standards.

BECHTEL ENVIRONMENTAL, INC.

Engineer

1989–1998

- Directed environmental compliance for startup of three power-generating facilities, including source testing, emissions certifications, and regulatory negotiations.
- Managed permitting and compliance for major refinery projects, including air permits, environmental design criteria, and operating procedures.
- Coordinated source testing and compliance for large-scale industrial projects, ensuring adherence to federal and state environmental regulations.
- Supported permitting and compliance for chemical and hazardous waste facilities, including RCRA Part B, air, and landfill permits.

AFFILIATIONS & BOARDS

California Council for Environment and Economic Balance (CCEEB)

Board Treasurer

2019 – Present

Carbon Capture Coalition

Board Member

2021 – Present

Benicia Youth Soccer League

President

2012-2016

EDUCATION

University of California, Davis

B.S. Agricultural Engineering

BARBARA MCBRIDE

EXPERIENCE (Continued):

Benicia, CA Application

Profile

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Which Boards would you like to apply for?

The Community Sustainability Commission

☐ Historic Preservation Review Commission Handouts, PowerPoints and Written Public Comments

Caroline

First Name

J

Middle
Initial

Pilotte

Last Name

[Redacted]

Email Address

[Redacted]

Street Address

[Redacted]

City

[Redacted]

Primary Phone

N/A

Alternate Phone

N/A

Employer

N/A

Job Title

N/A

Suite or Apt

[Redacted]

State

[Redacted]

Postal Code

Interests & Experiences

Why are you interested in serving on a board or commission?

I am interested in serving on the sustainability commission as I am always looking to further my role in our community. As someone who holds many leadership positions at the high school, I have found that I love serving my community and civil service. However, I am looking to expand and contribute to other parts of the community than just BHS. What has drawn me to the sustainability commission specifically has been my work on my school's forestry team. Between winning first place at the Santa Cruz Forestry Challenge to presenting original research to the CA Board of Forestry and Fire Protection, I truly love working to protect the environment. While only being a part of the team for the last 6 months, I have learned so much and developed a strong passion for sustainability. Additionally, I am currently looking at majoring in political science, and so am hoping to explore experiences in that general field. This seems like the perfect combination: working on a governing board while simultaneously advocating for our environment. I am excited to be applying!

Upload a resume

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Caroline Pilotte

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

SKILLS

Written and verbal communication, event planning, team leadership, time management, public speaking, advocacy, civic engagement

EXPERIENCE

[REDACTED]
[REDACTED]

- Represent 300+ students as Freshman, Sophomore, and Junior President, recently elected as ASB President for Senior Year
- Committee chair of first ever Clash of Classes spirit week engaging over 1,300 students, involving overseeing a committee of fellow leaders, developing daily class vs. class competitions, dress-up days, advertisements, and more
- Committee chair of homecoming, gained the participation of over 1,100 students

[REDACTED]

September 2025 - PRESENT

- Created a startup business providing tutoring services for youth in the community
- Tutors collectively earned \$1000+ in just four months (42 hours) of tutoring
- Personally taught a first grader basic reading skills, improved his reading from struggling with each word to reading multiple books independently in a session
- Tutored fourth, seventh, and tenth graders in math

[REDACTED]

October 2025 - PRESENT

- Collaborated closely with a team of four to win First Place out of 34 teams (126 students) earning the highest scores in both field testing and final presentation
- Supported California State Parks in assessing post-fire forest health of Butano State Park and developing a long-term treatment plan

- Advanced to the Forestry Challenge Championship as the second highest performing group in California
- Later chosen to present our original research to the California Board of Forestry and Fire Protection

August 2025 - PRESENT

- Recently elected as President of the 2026-2027 term
- Managed communications for 200+ members
- Keep bimonthly meetings organized with a personalized notetaking system that helps to update other officers
- Record all club happenings and assist in the planning of the induction ceremony as well as fundraisers and volunteer events

September 2025 - PRESENT

- Represent at bimonthly meetings
- Provide a student voice and represent my peers in important decisions
- Give updates to the council members on high school activities, events, and happenings at each meeting

August 2025 - PRESENT

- Provide student representation at monthly PTSA meetings
- Give student input on PTSA funded activities and donations

August 2022 - PRESENT

- Collaborated on efforts to make the library more teen-friendly and engaging for families
- Curated welcoming decorations and children's section signage
- Planned bi-monthly community events that promote literacy among youth

August 2025 - PRESENT

- Supported a group of 12 incoming freshmen, provided mentorship
- Supervised staff appreciations ensuring recognition was organized
- Chosen to represent at Elective Fair, gained 100+ signups

Cross Country - *Varsity Runner*

August 2023 - PRESENT

Track and Field - *Varsity Hurdler*

February 2024 - PRESENT

EDUCATION

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

AWARDS

Principal Scholar Honor Roll (5 Semesters)
CIF State Academic Champions for Girls Cross Country
North Coast Section, CIF President's List for Cross Country and Track
First Place in Santa Cruz Forestry Challenge

Profile

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Which Boards would you like to apply for?

Economic Development Board: Submitted

Christopher

F

Milne

First Name

Middle Initial

Last Name

Email Address

Street Address

City

Suite or Apt

State

Postal Code

Primary Phone

Alternate Phone

Federal Government, HHS,
ACF, ORR

Employer

Software Product Manager

Job Title

Interests & Experiences

Why are you interested in serving on a board or commission?

Dear Members of the Benicia Economic Development Board, My family and I have proudly called Benicia home since 2017, and we are deeply invested in the long-term vitality of this community. I am eager to apply for a position on the Benicia Economic Development Advisory Board as an opportunity to contribute meaningfully to the city's economic future. I currently serve on the Travis Credit Union Foundation Board and the Matthew Turner Site Council (where our 4th grader attends), experiences that have strengthened my understanding of community stewardship, collaborative governance, and the importance of aligning economic & educational opportunity with local values. Professionally, I work in software product development; however, my original academic training is in mechanical engineering, and I maintain a strong interest in physical products, manufacturing, and industrial innovation. In particular, I am enthusiastic about the potential of the Benicia Industrial Park, the Maker Space, and the broader opportunity to attract and support advanced manufacturing startups. Benicia's proximity to Silicon Valley, combined with its strategic position as a transportation hub and midpoint between the Bay Area and Sacramento, uniquely positions the city to grow a modern, high-tech manufacturing base that complements both urban and rural California. While I support major regional investments such as the California Forever Ship Foundry concept, I believe it is equally important for Benicia to cultivate its own independent economic strength—without relying solely on uncertain external capital. I see the Economic Development Advisory Board as a critical mechanism for helping Benicia become not just welcoming to new businesses, but actively supportive of startups, small businesses, and emerging ventures. With a daughter growing up in the Benicia School System, I'm also heavily invested in helping the high schools (and nearby community colleges) to connect directly with businesses in the town, providing valuable internships, summer jobs, or industrial employment, and help the local schools to be a vital part of that dynamism. Specifically, I am passionate about initiatives that help entrepreneurs navigate funding opportunities, grant applications, legal and regulatory requirements, workforce connections through local schools and colleges, and the reduction of unnecessary barriers to entry. A city that lowers friction for innovation while maintaining thoughtful oversight will be far more competitive and resilient over the long term. I would be honored to contribute my experience, perspective, and energy to the Advisory Board, and to work collaboratively to help Benicia build a diverse, sustainable, and forward-looking economic ecosystem. Thank you for your consideration. Sincerely, Christopher Milne Benicia, California

[ChrisMilneResFeb25_InnovDir.pdf](#)

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CHRISTOPHER F MILNE



I build software and products from inception to production release. I lead teams in user-centered design, agile, and data driven innovation to develop, test, and launch successful products faster. I drive Innovative thinking and culture throughout organizations and have taught courses on design thinking to graduate students, CEOs, and TEDx talks.

I have applied product expertise, and quickly ramped up on technologies in a variety of areas including Heavy Industry Technologies & Skilled Trades, building mobile & web products in Federal Gov, B2B, and B2C companies.

Key skills include:

Product Management - Machine Learning - Strategic Roadmaps - User Flows - Agile - Scrum - Kanban - Jira - Rapid Prototyping - Design Thinking - User Centered Design - UX User Testing - Objective-C - C++ - Python

EDUCATION

MS Mechanical Engineering - Stanford University, Stanford, CA

BS Mechanical Engineering with Honors - Princeton University, Princeton, NJ

WORK EXPERIENCE

Product Manager - Office of Refugee Resettlement (ORR),

US Administration for Children & Families (ACF), Washington D.C. (Remote)

04/2024 - Present

- o **Mission:** Provide technology solutions to promote health and well-being of unaccompanied children.
- o Created and managed roadmap for federal contractors on cornerstone child management software
- o Pushed major, multi-year, multi-team update of existing software into more secure, stable, and federally controlled system - Next Generation Secure Cloud (NGSC)
- o Organized and run SAFe Agile software planning sessions with 10 separate teams.

Senior Product Manager - Oil & Gas Business Technology

Bison Technologies, Oklahoma City, OK (Remote)

05/2022 - 05/2023

- o **Mission:** Guarantee small/medium oil & gas trucking businesses get paid for services within 30 days.
- o Anticipated market needs by expanding service offering by 8x (est \$10M income increase) with new Flex Ticket system, allowing customers to edit job ticket formats for massive customization.
- o Led the “Prototyping” innovation team, spinning up testable prototypes in weeks instead of months.
- o Gained buy-in & feedback from stakeholders & customers via direct participation, for faster testing before product rollout & improved innovation dissemination to senior leadership.
- o Unlocked Software as a Service (SaaS) offering, allowing customers to self-onboard, by updating user experience and introducing vital automation.
- o Slashed onboarding time/costs by 80% from weeks to minutes per customer (est \$5k per customer), and freed up core Data Science resources with updated customer onboarding.

Senior Product Manager - Skilled Trades Employment Technology
Workrise, Austin, TX (Remote)

05/2021 - 03/2022

- o **Mission:** Ensure continuous income to skilled trade workers using Machine Learning & marketplaces.
- o Reduced worker onboarding cost by est \$10k per new worker/contract, by introducing Business Process Management Software (BPMS), unlocking future optimization.

Senior Product Manager - Luxury Consignment eCommerce Industry
The RealReal, San Francisco, CA

10/2019 - 04/2021

- o **Mission:** To empower consignors and buyers to extend the life cycle of luxury goods in a way that honors luxury brands (through effective authentication).
- o Introduced Machine Learning (ML) to improve handbag authentication accuracy to >70%, with an estimated savings of \$100k per year in expensive manual authentication costs.
- o Delivered California Privacy Act (CCPA) compliance, avoiding expensive fines & lawsuits valued at least \$20k annually. I did this by navigating multi-stakeholder environments & leading 5 stakeholder groups in accounting, customer service, fraud, and legal teams.

Digital Product Manager - Fashion eCommerce Industry
Macy's Tech HQ, San Francisco, CA

03/2018 - 10/2019

- o **Mobile Mission:** To increase mobile traffic & and purchases through well thought out design.
- o Increased add-to-cart rate of Macy's Mobile App with redesigned product filtering screens contributing to \$75M in annual value.
- o Improved membership of Star Rewards Loyalty through increased mobile status visibility.

Mobile Product Manager - Commercial Banking Industry
Capital One, San Francisco, CA / New York, NY

09/2016 - 1/2018

- o **Mobile Mission:** Increase Treasury Management customer numbers through a well designed and easy to use Intellex Commercial Mobile App.
- o Led 2 mobile teams to success with Natural Language Machine Learning, & Remote Deposit Capture.
- o Completed 9 month project in 6, >\$200k in savings, awarded coveted CEO's "Circle of Excellence"
- o Combined design and development teams into a cohesive Agile production group, resulting in increased development velocity, pioneering UX testing and research in Treasury Management.

Designer & Project Lead - Creative Design Consulting
IDEO, Palo Alto, CA

08/2010 - 08/2016

- o **Mission:** To enable clients to succeed through expertise in user centered design, creative mindsets, rapid prototyping, and teaching others to do the same.
- o Led major project to successful client outcome; client rolled out to 10k customers within 7 months.
- o Lead physical/digital prototyper and model maker on 15 projects building mobile, and electronic prototypes for user testing to elicit feedback, embracing highly ambiguous project requirements.
- o Grew rapid prototyping in NYC office to large workspace with supplies & \$30k in capital equipment.
- o Managed 4 successful children's mobile apps, in collaboration with Sesame Corporation
- o Prototyped physical/digital toys in IDEO ToyLab for children, and pitched to senior toy leadership with >15 electro-mechanical and iOS prototypes. 2 toys made it to market.

Benicia, CA Application

Profile

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Which Boards would you like to apply for?

Economic Development Board: Submitted

Warren

First Name

D

Middle
Initial

Ritter

Last Name

Email Address

Street Address

City

Suite or Apt

State

Postal Code

Primary Phone

Alternate Phone

Mission Economic
Development Agency

Employer

Associate Director of
Housing Development

Job Title

Interests & Experiences**Why are you interested in serving on a board or commission?**

I have over a decade of experience in affordable housing development in the bay area as well as six years of experience in public service as a member of the Pacheco Municipal Advisory Council. As a member of the , I hope to utilize my professional experience and industry knowledge for the benefit of this beautiful city. I look forward to participating in current projects as well as identifying new projects and funding sources to ensure Benicia remains a beautiful city.

[Resume_.pdf](#)

Upload a Resume

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WARREN D. RITTER

EDUCATION:

City University of New York School of Law, J.D.

May 2014

John Jay College of Criminal Justice, B.A. International Relations

May 2006

EXPERIENCE:

Mission Economic Development Agency, San Francisco CA

Associate Director of Housing Development

January 2024- Present

Supervise a team of 5 project managers on all phases of development from feasibility to 8609, negotiate predevelopment loan agreements, manage entitlements and design, evaluate feasible strategies to bring pipeline projects to market, represent MEDA in public hearings and media and ensure departmental milestones are met, evaluate new sites to add to portfolio.

EAH Housing, San Rafael, CA

Senior Project Manager

February 2022- November 2023

Project Manager

January 2019- February 2022

Manage all phases of development from feasibility to 8609, awarded \$24 million in new funding from state and local agencies in 2021, negotiate predevelopment Disposition Development Agreements, analyze project feasibility, manage entitlement process, represent EAH in public hearings, supervise 3 Assistant Project Managers and inter-departmental staff to achieve milestones.

Christian Church Homes, Oakland, CA

September 2016-December 2018

Project Manager

Managed the rehabilitation of Woodland Christian Towers a 127-unit, 6-story building in Houston Texas utilizing 4% tax credits, coordinated and managed the exit of the limited partner at Year 15 on Bishop Roy, an 18 unit building in Oakland restricted to low-income seniors, secured AHP gap financing and participated in various board and community meetings.

Ventura Partners, San Francisco, CA

November 2014- September 2016

Project Manager/Asset Manager

Facilitate contract negotiations, ensure compliance with CDBG and New Market Tax Credit requirements, administer projects through city agencies, prepare financial pro forma and work plans, monitor construction and relocation budgets and schedules, prepare policies and procedures for Hunter's Point Shipyard Working Group, draft RFP's/RFQ's, prepare and present progress reports to various boards and agencies.

The Parodneck Foundation/CATCH, New York, NY

September 2013-April 2014

Legal Intern, Community Assisted Tenant Controlled Housing

Drafted limited partnership agreement for the repositioning of Low-Income Housing Tax Credit properties. Reviewed and analyzed monthly management reports, screened tenant applications for compliance with HOME, HOPE VI, and Participation Loan Programs, drafted pro forma analysis, feasibility studies and presented project recommendations.

Professional Training and Committees

Urban Land Institute Product Council Member

January 2024- Present

Urban Land Institute, Fellow

June 2022- June 2023

Pacheco Community Advisory Council Member

July 2019-Present

LIHTC Advanced Training 201, California Housing Partnership Corporation

April 2021

Benicia, CA Application

Profile

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Which Boards would you like to apply for?

Economic Development Board: Submitted

Judy

First Name

A

Middle
Initial

Shepard-Hall

Last Name

Email Address

Street Address

City

Suite or Apt

State

Postal Code

Primary Phone

Alternate Phone

City & County of San
Francisco

Employer

Sr. Project Manager

Job Title

Interests & Experiences**Why are you interested in serving on a board or commission?**

I am seeking a seat on the Econmic Development Board because I believe in reinvesting in the local businesses that define Benicia's character. I am particularly interested in helping the city curate a more robust menu of services and retail options that better serve our local community and enhance our quality of life."

Upload a Resume*Form Updated 7/2020 - Changes to Form Require Approval by Mayor*

Benicia, CA Application

Profile

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Which Boards would you like to apply for?

Historic Preservation Review Commission: Submitted

Simone

First Name

St Clare

Last Name

Middle
Initial

Email Address

Street Address

City

Suite or Apt

State

Postal Code

Primary Phone

Alternate Phone

Self

Employer

Real Estate Broker

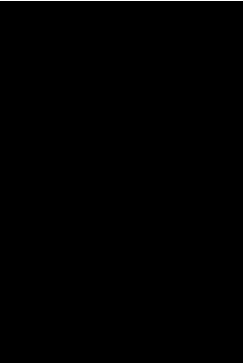
Job Title

Interests & Experiences**Why are you interested in serving on a board or commission?**

I've lived in Benicia since 1984 and have loved raising my children here. For years, I've enjoyed the many benefits that this community and city gives us: the history, the small town feel, and the thoughtfulness put into the programs offered to the public. Now that my children are grown and I have more time, I would like to give back some of my expertise and dedication. My home is in the Historic District, a newer home built on a lot that had been occupied by a Queen Anne house that had been removed long ago. Both neighboring homes to mine are "of historical interest" and I'm surrounded by buildings from the mid 1800's to Craftsman styles and more. It's very important to me that we preserve these architectural treasures; the variety and beauty of these homes; concentrated in the downtown area; is one of the things that makes Benicia unique and special. Our job is to be stewards of these homes so that future generations will be able to appreciate them too. In addition, my background as a real estate broker lends an added benefit with my knowledge of land use, property values, and construction.

[Pg 2_Simone_s_Bio_new_pic.docx](#)

Upload a Resume



SIMONE ST CLARE

**Real Estate Broker, Investor
Credentialed State Instructor**

QUALIFICATIONS

CRS (Certified Residential Specialist)	2002
California Teaching Credential ;	
Real Estate Finance	1989
California Real Estate Broker's License	1989

EXPERIENCE

Broker, <u>Classic Real Estate Sales</u>	2008-present
Owner/Broker; Better Homes Realty, Walnut Creek	2005-2008
Assoc. Broker; Diablo Realty Walnut Creek	1994-2005
Owner/Broker; Old Town Properties, Pleasant Hill	1989-1994

SPECIAL ACCOMPLISHMENTS

The real estate market has seen an *explosion* of change and upheaval. Who can we turn to and trust in this uncertain environment? When you hire me to represent your financial interests, you are assured that you will not be dealing with an un-tried or un-proven agent. I have a solid record of over **35 years** as a successful agent and broker. My motto is: "Solid, ethical and common-sense real estate experience on your side".

Not only do I offer my clients my experience as an agent in listing and selling properties, I can also offer my background as a mortgage lender and teacher. Statistics show that most escrows fall apart due to financing. Since I have had extensive experience as a loan officer, my clients benefit from my in-depth knowledge of the mortgage/finance worlds.

The State of California granted me a teaching credential in real estate finance and in 1989, I developed a class to be taught at Mt. Diablo Adult School in Pleasant Hill. "How To Buy Your Dream Home" has been so successful that we added "Sell Your Home For Top Dollar" a few years later.

Many students from these classes have become not only my clients, but also my friends. My goal is to assist in making all of my client's real estate dreams come true.

Benicia, CA Application

Profile

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Which Boards would you like to apply for?

Historic Preservation Review Commission: Submitted

Lynn

First Name

Tracy

Middle
Initial

Nerland

Last Name

Email Address

Street Address

City

Suite or Apt

State

Postal Code

Primary Phone

Alternate Phone

Retired

Employer

City Attorney

Job Title

Interests & Experiences**Why are you interested in serving on a board or commission?**

I am interested in serving on a City of Benicia Commission because I am passionate about the importance of local government in the daily lives of residents. I dedicated my career to local government and volunteered for a variety of community organizations. A native of Upstate/Central New York, I first came to California with the Jesuit Volunteer Corps working for a job training and community services organization in the Central Valley. After law school, my husband and I settled in Walnut Creek where we raised our two sons. We were enchanted by Benicia and moved here last year. Now retired, I want to give back to our new community and have applied for two commission openings hoping that one will be a good fit for the needs of Benicia and the skills and interests that I have. I am interested in the Historic Preservation Review Commission having been a history major in college. I am the kind of person who always reads historic markers on buildings (sometimes to the chagrin of my family). I was a docent for the 3rd-grade living history program at Shadelands Ranch in Walnut Creek. Having served as a city attorney, I am comfortable reading codes and ordinances that apply to historic review and understanding planning and environmental procedures and laws.

[2026_Community_Resume_for_Lynn_Tracy_Nerland.pdf](#)

Upload a Resume

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LYNN TRACY NERLAND

PROFESSIONAL

CalCities/League of California Cities: City Attorneys' Department

Statewide Officer (2018-2021): President, 1st Vice President, 2nd Vice President

- Planned, presented, and moderated in-person and virtual continuing education programs.
- Contributed to *Municipal Law Handbook* and *Providing Conflict of Interest Advice* and reviewed *Counsel to Council: A Guide to Building a Productive City Attorney-City Council Relationship* and *Practicing Ethics: A Handbook for Municipal Lawyers*

City of San Pablo

City Attorney

San Pablo, CA

6/15—5/22 (retired)

- Advised on the Brown Act, Public Records Act, land use, CEQA, public contracting, conflicts, real property, employment, finance, elections, claims and litigation, code enforcement, and disaster responses for a general law city.
- Prepared reports, ordinances, resolutions, contracts, deeds, and leases.

City of Antioch

City Attorney/Redevelopment Agency Counsel

Antioch, CA

1/06--5/15

City of Pleasanton

Assistant City Attorney

Pleasanton, CA

8/02--12/05

City of Emeryville

Assistant City Attorney/Assistant Redevelopment Agency Counsel

Emeryville, CA

6/98--7/02

Hanson, Bridgett, Marcus, Vlahos & Rudy

Attorney in public agency law group

San Francisco, CA

10/90--6/98

SELECTED VOLUNTEER ACTIVITIES

- Docent at Shadelands Ranch with the Walnut Creek Historical Society (2022-2025).
- Volunteer at San Pablo EDC Removing Barriers Clinic (tattoo removal) (2015-2020).
- Steering committee for Antioch Unified School District's Law Academy (2008-2015).
- Cub Scout leader (2002-2006).
- Community Association Board (1998-2003) and Parent-Teacher Board (2004-06).
- Jesuit Volunteer Corps in Visalia, California (1986-1987).

EDUCATION

UC Law San Francisco (Hastings); J.D. Tony Patiño Fellow. Int'l Law Review Editor.

Dartmouth College, Hanover, NH; A.B. in History cum Laude

Benicia, CA Application

Profile

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Which Boards would you like to apply for?

Housing Authority: Submitted

Misty

First Name

EMiddle
Initial**Bostater**

Last Name

Email Address

Street Address

City

Suite or Apt

State

Postal Code

Primary Phone

Alternate Phone

Employer

Job Title

Interests & Experiences**Why are you interested in serving on a board or commission?**

I am currently on the board at the Benicia Housing Authority and would like to continue serving my community.

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Benicia, CA Application

Profile

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Which Boards would you like to apply for?

Industrial Safety Citizen Oversight Commission : Submitted

Cynthia

First Name

J

Middle
Initial

Pappas

Last Name

Email Address

Street Address

City

Suite or Apt

State

Postal Code

Primary Phone

Alternate Phone

Retired-PG&E

Employer

Sr. Environmental Scientist

Job Title

Interests & Experiences**Why are you interested in serving on a board or commission?**

I retired from a major corporation as a hazardous materials compliance expert. I worked alongside air quality experts and water quality experts. Having exposure to the field of hazmat, hazwaste, air and water I understand the complexity and association between the medias. I also communicated with local city fire staff and county inspectors in the 56 counties (or participating agencies). I am very interested in our city's industrial safety program and overall quality of air and water quality and chemical exposure.

[Pappas_resume_2023.docx](#)

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CYNTHIA PAPPAS

VOLUNTEER POSITION: COMMUNITY SUSTAINABILITY COMMISSION

EXPERIENCE

SEPTEMBER 1986 – DECEMBER 2020 PG&E, RETIRED

At time of retirement-Senior Environmental Subject Matter Expert

Senior Environmental SME- Subject Matter Expert in Hazardous Materials and Hazardous Waste. Hazardous Materials Business Plan Program Lead. Air/Water/hazmat compliance team.

Sr. Business Process Analyst (rotation)- Safety Health and Environment Continuous Improvement Team. Safety, reliability, and cost-saving process reviews. Facilitate DMAIC and LSS workouts.

Training Requirements Owner- Organization authority and SME, interpret training requirements criteria from documented sources.

Technical Writer- Guidance Document Program

Process Workouts/Root Cause Analysis- Identify gaps in current processes and create a plan/do/check/act to avoid repetition in identified process.

Sr. Environmental Field Specialist- Facility specialist, air, water, hazardous materials and waste.

Sr. Compliance Consultant- Sarbanes Oxley Self-Assessment tester.

Assistant Land Surveyor- Electric and Gas Transmission Lines.

EDUCATION

2017- Certified LSS Green Belt-PG&E Utility Performance Improvement

2014- Certified LSS Yellow Belt-PG&E Utility Performance Improvement

2010- Project Management Certificate-University of California at Davis

1999- Hazardous Materials Management Certificate-UC Berkeley Extended Learning

1982- Bachelor of Science-Construction Management-CSU Fresno

Benicia, CA Application

Profile

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Which Boards would you like to apply for?

Local Tax Oversight Board: Submitted

Michael T Clarke
First Name Middle Initial Last Name

Email Address

Street Address

City

Suite or Apt

State

Postal Code

Primary Phone

Alternate Phone

Retired Senior Project Manager - PG&E
Employer Job Title

Interests & Experiences

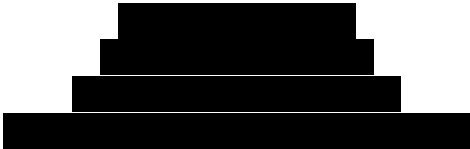
Why are you interested in serving on a board or commission?

I helped collect signatures to put Measure F on the ballot in 2024. I want to ensure that the funds collected are used for road and infrastructure repair in accordance with the measure’s provisions.

Resume_FAB_Member.doc
Upload a Resume

Form Updated 7/2020 - Changes to Form Require Approval by Mayor

Michael T. Clarke



OBJECTIVE: Member – Local Tax Oversight Board, City of Benicia

WORK EXPERIENCE:

Job Title: Senior Project Manager

Employer: Pacific Gas and Electric Company, San Francisco, CA

Dates: 7/1974 – 2/2008

Duties:

Responsible for managing the company's departing load program. This program bills customers for exit fees when they depart PG&E to generate their own power or take electric service from a publicly owned utility.

Duties included supervising the preparation of customer notification letters regarding new exit fees, approving billing documents for large accounts and initiating high-level customer contact to secure payment of delinquent charges.

Duties also included resolving billing disputes by working closely with the company's legal department to draft agreements that would lead to a fair and equitable settlement of delinquent charges owed by the departing customers.

Efforts to recover delinquent exit fees from departing load customers directly resulted in an increase in billed revenue from under \$200,000 per month in 2001 to over \$1,000,000 per month by 2007.

VOLUNTEER EXPERIENCE

Job Title: Treasurer

Organization: Walnut East Homeowners Association, Walnut Creek

Dates: 2022 - 2025

Job Title: Community Education Coordinator

Organization: American Red Cros, North Bay Division, Fairfield

Dates: 2017 – 2020

Job Title: Finance Committee Chair

Organization: City of Benicia

Dates: 2014 – 2017

EDUCATION:

MBA '74 – University of California, Berkeley

BA '71 – University of California, Los Angeles

REFERENCES: Available upon request.

Benicia, CA Application

Profile

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Which Boards would you like to apply for?

Planning Commission: Submitted

Jarrod

First Name

Slate

Last Name

Middle
Initial

Email Address

Street Address

City

Suite or Apt

State

Postal Code

Primary Phone

Alternate Phone

CM Controls

Employer

COO

Job Title

Interests & Experiences**Why are you interested in serving on a board or commission?**

Mayor and Council, As my term comes up, I've been reflecting on my time serving on the Planning Commission, and especially this past year as Chair. It's truly been an honor. I've learned a tremendous amount from fellow commissioners, staff, and the community, and I'm grateful for the opportunity to be part of the thoughtful work that shapes our city. With some significant items ahead, including Rose Estates and other important planning discussions, I recognize there is still meaningful work to be done. For that reason, I've submitted my application for reappointment and would be honored to continue serving if you believe I'm still the right fit for the role. At the same time, I fully understand the value of fresh perspectives and new voices in civic service. If you determine that it is time for new representation, I will respect and support that decision completely and remain grateful for the opportunity I have been given. I simply want you to know I'm available and willing to continue serving if you feel that's in the City's best interest. Thank you again for your trust and support. Warmly, Jarrod

Upload a Resume

Benicia, CA Application

Profile

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Which Boards would you like to apply for?

Planning Commission: Submitted

Terence

First Name

H

Middle
Initial

Bennett

Last Name

Email Address

Street Address

City

Suite or Apt

State

Postal Code

Primary Phone

Alternate Phone

Dream Factory Software

Employer

CEO

Job Title

Interests & Experiences**Why are you interested in serving on a board or commission?**

Application was uploaded by CMO Liaison.

[Terence Bennett Resume Planning Commission.pdf](#)

Upload a Resume

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TERENCE H. BENNETT

EXECUTIVE SUMMARY

Technology executive and former naval officer with 15+ years of leadership across strategic planning, technology innovation, cybersecurity, and economic development. CEO of DreamFactory Software, an AI-native enterprise platform company. Former Google Technical Program Manager and U.S. Navy intelligence officer with deployments in support of combat operations. Active partner with the Benicia Chamber of Commerce on economic development strategy for advanced manufacturing. Dedicated member of the Benicia Historical Society. Brings a rare combination of private-sector technology leadership, military strategic planning, and deep civic commitment to Benicia's future.

COMMUNITY LEADERSHIP & CIVIC ENGAGEMENT

Benicia Chamber of Commerce

Volunteer, 2025 - Present

- Partner with the Chamber on strategic initiatives to attract advanced manufacturing, robotics, and technology companies to Benicia.
- Leveraging CEO network to make introductions and recruit technology companies to the Benicia business community.

Benicia Historical Society

Board Member, 2023 - Present

- Active member working to document and preserve Benicia's history and its legacy of industry and innovation.
- Contributing to public education programs that connect Benicia's industrial heritage to its future as a technology and manufacturing center.

Shields and Stripes

Board Advisor, 2023 - Present

- Board advisor for veterans non-profit focused on wellness and transition support for military service members.

Capital Experience Lab

Co-Founder, Washington, DC, 2016

- Co-founded a startup-inspired summer program for 7th-8th graders, introducing young people to entrepreneurship and innovation.

PROFESSIONAL EXPERIENCE

DreamFactory Software

Benicia, CA

CEO and General Manager

Dec 2022 - Present

Chief Operations Officer

Dec 2021 - Dec 2022

- Lead a software company serving 100+ enterprise customers including Fortune 500 organizations (ExxonMobil, Saint-Gobain, Deloitte, NIH).
- Directed a full company pivot from legacy technology to AI-native infrastructure, demonstrating ability to assess market shifts and execute strategic repositioning.
- Conduct product discovery and stakeholder engagement directly with senior executives, translating complex needs into actionable plans.
- Manage cross-functional teams across engineering, product, sales, and operations. Experienced in balancing competing priorities, timelines, and stakeholder interests.

TeamPassword

Benicia, CA

Director of Operations

May 2021 - Dec 2021

- Managed a cross-functional global team, driving process improvements that increased organizational efficiency by 40%.

Google

Sunnyvale, CA

Technical Program Manager

Sep 2017 - May 2021

- Managed technical programs across Google products, coordinating cross-functional teams through development cycles involving engineering, product, legal, and policy stakeholders.
- Led adversarial security testing (Red Team) programs that identified vulnerabilities and shaped product decisions.
- Invented and patented novel software (Defensive Patent), demonstrating capacity for creative problem-solving.

Defense Innovation Unit (Reservist)

Mountain View, CA

Project Manager, Commercial Engagement Team

Aug 2017 - May 2019

- Evaluated emerging commercial technologies for Department of Defense adoption, bridging Silicon Valley innovation with government requirements.
- Managed engagements between military end-users, technology companies, and policy stakeholders.

U.S. Navy & Intelligence Community

Various Locations / Deployed

Intelligence Officer, Division Officer, Program Manager

May 2010 - Jul 2017

- Directed real-time intelligence analysis at the NCIS Multiple Threat Alert Center. Synthesized incomplete information into clear recommendations for senior decision-makers.
- Built and enforced cybersecurity infrastructure and access policies across classified networks serving 7,000+ users.
- Led large teams in high-pressure environments aboard USS Paul Hamilton and in enterprise intelligence operations. Iraq Campaign Medal recipient.

EDUCATION

United States Naval War College

Newport, RI

M.A., Defense and Strategic Studies, 2017

United States Naval Academy

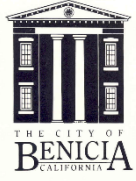
Annapolis, MD

B.S., Economics, 2010

CERTIFICATIONS & RECOGNITION

- Certified Information Systems Security Professional (CISSP)
- Winner, U.S. Naval Institute Essay Contest
- Iraq Campaign Medal and additional Navy awards
- Defensive Patent (Google) for calendar automation software

DRAFT



MINUTES OF THE SPECIAL MEETING – CITY COUNCIL MAY 19, 2026 5:00 P.M.

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

1) **CALL SPECIAL MEETING TO ORDER**

Mayor Young called the Special Meeting to order at 5:00 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

Excused: None

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

5) **PUBLIC COMMENT FOR CLOSED SESSION**

None.

6) **ADJOURN TO CLOSED SESSION**

Mayor Young adjourned the Special meeting to Closed Session at 5:00 p.m.

6.A CONFERENCE WITH LABOR NEGOTIATORS

6.B PUBLIC EMPLOYEE PERFORMANCE EVALUATION

7) **RECONVENE OPEN SESSION**

Mayor Young reconvened the Open Session at 6:09 p.m.

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

Ben Stock, City Attorney, reported that Council met in Closed Session on two items and took no reportable actions.

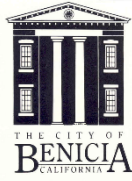
9) **ADJOURNMENT**

DRAFT

Mayor Young adjourned the Special Meeting at 6:09 p.m.

City Clerk

DRAFT



MINUTES OF THE REGULAR MEETING – CITY COUNCIL MAY 19, 2026 6:00 P.M.

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

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

Mayor Young called the Regular Meeting to order at 6:09 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

Excused: None

4) **PLEDGE OF ALLEGIANCE**

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

6) **ANNOUNCEMENTS**

6.A MAYOR'S OFFICE HOURS

7) **PROCLAMATIONS**

8) **APPOINTMENTS**

9) **PRESENTATIONS**

9.A FRANCHISE AGREEMENT UPDATE

11) **OPPORTUNITY FOR PUBLIC COMMENTS**

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:

DRAFT

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

12) **WRITTEN COMMENT**

13) **PUBLIC COMMENT**

1. Marilyn Bardet - Ms. Bardet discussed concern regarding the form letter sent out by Signature Developers.

14) **CONSENT CALENDAR**

14.A **MINUTES FROM THE APRIL 21, 2026 AND APRIL 28, 2026 SPECIAL AND REGULAR MEETINGS**

April 21, 2026 Regular City Council Meeting Minutes 
April 28, 2026 Special City Council Meeting Minutes 
April 28, 2026 Regular City Council Meeting Minutes 

14.B **REQUEST TO FLY THE RAINBOW FLAG IN RECOGNITION OF LGBTQIA+ PRIDE MONTH**

Staff Report - Request to Fly Rainbow Pride Flag in Recognition of Pride Month

- 
1. Outdoor Flag Display Policy 

14.C **REQUEST TO FLY THE JUNETEENTH LIBERATION FLAG**

Staff Report - Request to Fly Juneteenth Liberation Flag 
1. Outdoor Flag Display Policy 

14.D **APPROVAL OF A BUDGET AMENDMENT FOR THE FY 24/25 CALRECYCLE CITY/COUNTY PAYMENT PROGRAM**

Staff Report - Approval of Budget Amendment for CCPP 
1. Resolution- Approval of Budget Amendment for CCPP 

RESOLUTION NO. 26- 31 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING A BUDGET AMENDMENT FOR THE FY 24/25 CALRECYCLE CITY/COUNTY PAYMENT PROGRAM

14.E **APPROVAL OF STANTEC CONSULTING SERVICES, INC. MASTER AGREEMENT AMENDMENT**

Staff Report - Approval of Stantec Amendment to Master Agreement 
1. Resolution - Approval of Stantec Amendment to Master Agreement 
2. Fourth Amendment to Master Agreement - Stantec Consulting, Inc. 

DRAFT

3. Master Professional Engineering Agreement (MSA) - Stantec Consulting Services, Inc. 

4. Third Amendment to Master Agreement - Stantec Consulting Services, Inc. 

RESOLUTION NO. 26- 32 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING CONTRACT AMENDMENT WITH STANTEC CONSULTING SERVICES, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT ON BEHALF OF THE CITY

14.F APPROVAL OF REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF FAIRFIELD AND THE CITY OF BENICIA FOR THE ONE BAY AREA GRANT CYCLE 2 FUNDING SWAP AND APPROVAL OF A BUDGET AMENDMENT

Staff Report - Approval of Reimbursement Agreement with City of Fairfield_OBAG 2 

1. Resolution - Approval of Reimbursement Agreement with City of Fairfield_OBAG 2 

2. City of Fairfield City of Benicia - Reimbursement Agreement 

RESOLUTION NO. 26- 33 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING A REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF FAIRFIELD AND THE CITY OF BENICIA FOR THE ONE BAY AREA GRANT CYCLE 2 FUNDING SWAP AND APPROVAL OF A BUDGET AMENDMENT

14.G 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 presented, on a roll call by the following vote:

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

Noes: (None)

15) BUSINESS ITEMS

15.A AUTHORIZATION TO SUBMIT BAY AREA AIR DISTRICT REPAIR OPPORTUNITY GRANT APPLICATION AND TO SERVE AS A CO-APPLICANT FOR COMMUNITY PARTNER APPLICATIONS

Staff Report - Air District Grant Opportunity & Co-Applicants 

RESOLUTION NO. 26- 34 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA AUTHORIZING THE SUBMISSION OF THE CITY OF

DRAFT

BENICIA'S BAY AREA AIR DISTRICT REPAIR OPPORTUNITY GRANT APPLICATION AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE ALL RELATED DOCUMENTS

RESOLUTION NO. 26- 35 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA SUPPORTING COMMUNITY PARTNER REPAIR OPPORTUNITY GRANT APPLICATIONS AND AUTHORIZING THE CITY OF BENICIA TO SERVE AS A CO-APPLICANT

Sarah Shawky, Deputy City Manager, and Alex Gibbs, Grants Director, Townsend Public Affairs, reviewed the staff report and a PowerPoint presentation.

Council and Staff discussed the presentation.

Public Comment:

1. Marilyn Bardet - Ms. Bardet discussed the City of Benicia not being an Environmental Justice (EJ) community.
2. Kathy Kerridge - Ms. Kerridge discussed the grant application.

Sarah Shawky reviewed the grant applications received.

Staff and Council discussed the grant applications.

Public Comment:

1. Marilyn Bardet - Ms. Bardet discussed the issue of emissions and fire smoke pollution.
2. Kathy Kerridge - Ms. Kerridge discussed the issue of air monitoring.
3. Citizen - the citizen discussed the issue of air monitoring.
4. Allison Nagel - Ms. Nagel discussed Sustainable Solano's grant application.

1. Resolution - Authorizing the Submission of the City of Benicia's Bay Area Air District REPAIR Opportunity Grant Application 

2. Resolution - Supporting Community Partner REPAIR Opportunity Grant Applications and Authorizing the City of Benicia to Serve as Co-Applicant 

On motion of Council Member Birdseye, seconded by Council Member Scott, Council approved the adoption of Resolution 26-34, as presented, on a roll call by the following vote:

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

Noes: (None)

DRAFT

On motion of Council Member Birdseye, seconded by Council Member Scott, Council approved the adoption of Resolution 26-35, as presented, on a roll call by the following vote:

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

Noes: (None)

15.B PUBLIC HEARING ON TERMS OF A PROPOSED LIMITED CHARTER FOR THE CITY OF BENICIA AND POLICY DIRECTION FOR THE STRUCTURE OF A PROPOSED REAL PROPERTY TRANSFER TAX

[Staff Report - Proposed Limited Charter and RPTT Ballot Measures](#) 

Mario Giuliani, City Manager, and Michael Perkins, Baker Tilly, reviewed the staff report and a PowerPoint presentation.

Staff and Council discussed the Real Property Transfer Tax (RPTT), and the exemptions.

Public Comment:

None

Council Member Birdseye recommended setting the limit at \$2 million. Mayor would like to explore both options when this is brought back,

[1. Draft Ordinance - Establishing the City of Benicia as a Charter City](#) 

15.C FY 2025/26 THIRD QUARTER BUDGET REPORT

[Staff Report - FY26 Q3 Budget Report](#) 

Roxana Moradi, Budget Manager, reviewed the staff report and a PowerPoint presentation.

Staff and Council discussed the presentation.

Public Comment:

None

On motion of Council Member Birdseye, seconded by Council Member Scott, Council approved acceptance of the FY 2025/26 Third Quarter Budget Report, on a roll call by the following vote:

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

Noes: (None)

DRAFT

15.D DISCUSSION OF REGULATIONS FOR ALCOHOLIC BEVERAGE RETAIL AND TOBACCO RETAIL

Staff Report - Alcohol and Tobacco Regulations

Suzanne Thorsen, Assistant City Manager, Development Services Director, and Mark Menecini, Police Chief, reviewed the staff report.

Staff and Council discussed the tobacco retailer and alcoholic beverage restrictions.

Public Comment:

1. KV Hayer, Sips - Mr. Hayer discussed the proposed ordinance.
2. Citizen - the citizen discussed the proposed ordinance.

Council and Staff discussed ideas for possible ordinance changes. Consensus on removing some definitions of youth facilities, possibly reducing going to 500 feet, and seeing what 500 ft. vs. 1000 feet looks like.

1. Excerpt from BMC Tobacco Retail Regulations

15.E APPROVAL OF TASK ORDER NO. 2 WITH CONSOR NORTH AMERICA, INC., FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE 2026 CITYWIDE PAVEMENT REHABILITATION PROJECT

RESOLUTION NO. 26- 36 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVAL OF TASK ORDER NO. 2 WITH CONSOR NORTH AMERICA, INC., FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE 2026 CITYWIDE PAVEMENT REHABILITATION PROJECT

Danielle Martinez, Public Works Director, reviewed the staff report.

Council and Staff discussed the presentation.

Public Comment:

None

On motion of Council Member Birdseye, seconded by Council Member Scott, Council approved the adoption of Resolution 26-36, as presented, on a roll call by the following vote:

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

Noes: (None)

DRAFT

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

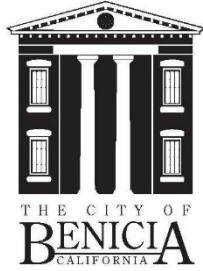
17.A COUNCIL MEMBER COMMITTEE REPORTS

[Council Member Committee Reports](#) 

18) ADJOURNMENT (9:30 P.M.)

Mayor Young adjourned the meeting at 9:59 p.m.

City Clerk



AGENDA ITEM
CITY COUNCIL MEETING DATE – JUNE 2, 2026
CONSENT CALENDAR

TO : City Manager

FROM : Public Works Director

SUBJECT : **APPROVAL OF THIRD AMENDMENT TO AGREEMENT WITH ANVIL SECURITY SERVICES, INC. FOR LOPES ROAD BYPASS WATER PIPELINE SECURITY AND RELATED SERVICES AND APPROVING BUDGET AMENDMENTS**

EXECUTIVE SUMMARY:

This report recommends approving a Third Amendment to the Agreement with Anvil Security Services, Inc. (Anvil) to allow for a limited extension of services for up to twelve (12) additional weeks of continuous 24-hour surveillance of the City's temporary above-ground bypass water pipeline on Lopes Road in Fairfield that delivers all drinking water to the City.

RECOMMENDATION:

Move to adopt a resolution (Attachment 1) approving a Third Amendment to Agreement with Anvil Security Services, Inc. (Attachment 2) to allow for a limited extension of Lopes Road bypass security services for up to twelve (12) additional weeks (June 16, 2026 to September 8, 2026), at a rate of \$29 per hour (or \$4,872 per week), for a not-to-exceed amount of \$58,464, authorizing the Finance Director to make the necessary budget amendments, and authorizing the City Manager or Finance Director to execute the amendment on behalf of the City.

BUDGET INFORMATION:

The cost of the Third Amendment is not to exceed \$58,464, which brings the total Anvil contract amount up to \$838,464. Due to this being part of the 2023 emergency, the Federal Emergency Management Agency limited partial funding and may reimburse the City all or a portion of the remaining cost.

A budget amendment, in the amount of \$48,240, is needed from Water Fund balance (Fund 750) for Fiscal Year 2026 in Account 7508021-7087 (Water Distribution – Preventative Maintenance) in order to fund the first 15 days of the twelve weeks of the Anvil contract amendment costs (\$10,440 @ \$696 per day) which fall in FY 2026, and to cover a portion of the Anvil contract costs (\$30,000) for May 4, 2026 through June 15, 2026 and portable toilet unit costs for Anvil employees (\$300) for April through June that were inadvertently not included in the current budget, and an additional \$7,500 to cover

the current budget shortfall in this account for various water distribution preventative maintenance costs across the City.

A budget amendment, in the amount of \$48,025 (rounded) is needed from Water Fund balance (Fund 750) for Fiscal Year 2027 in Account 7508021-7087 (Water Distribution – Preventative Maintenance) in order to fund the remaining approximately ten of the twelve weeks of the Anvil contract amendment costs (\$48,025) that fall in FY 2027.

BACKGROUND:

The City’s primary Raw Water Transmission Line (RWTL) on Lopes Road in Fairfield, which delivers drinking water to the City, was damaged on March 29, 2023, by rainstorms and subsequent landslides. A temporary, above-ground bypass pipeline was engineered, and construction was completed on April 7, 2023. The bypass pipelines and gauges are continuously monitored, 24 hours a day, by security personnel, providing theft protection, monitoring city assets, maintaining hourly logs of manifolds, ensuring gauge pressures, and reporting unauthorized personnel to local authorities.

A Request for Proposal process was conducted, six proposals were received, four firms were interviewed, and Anvil was selected. On June 14, 2023, the City entered into an Agreement with Anvil (Attachment 3) to provide security and related services of the above-ground bypass pipeline for the period June 21, 2023, to June 15, 2024, at a rate of \$29 per hour for continuous services for \$260,000. On May 7, 2024, the City entered into the First Amendment with Anvil to continue to provide security and related services for the period June 15, 2024 to June 15, 2025 for \$260,000. On June 15, 2025, the Second Amendment was entered into for the period June 16, 2025 to June 15, 2026 for \$260,000 while permanent restoration was being designed.

A Third Amendment with Anvil is recommended for up to an additional 12 weeks that will cover June 16, 2026 to September 8, 2026 at the same rate of \$29 per hour while the Lopes Road permanent restoration project is moving through the bidding and award process. Pending receipt of a responsible bid, the restoration project is expected to be awarded by the City’s project partner, the City of Fairfield, in late July, with construction expected to begin in August. Security services will end once construction begins.

NEXT STEPS:

If approved, the amendment will be routed for approval, and continuous surveillance will be conducted to protect the City’s drinking water assets. The contract will be cancelled once construction begins on the Lopes Road permanent restoration project via written notice to Anvil from the Public Works Director.

ALTERNATIVE ACTIONS:

Council could direct staff to go out for a Request for Proposal.

CEQA Analysis	This activity does not meet the definition of a project as described in Title 14 of the California Code of Regulations, §15378(a).

ATTACHMENTS:

1. Resolution - Anvil Security Services, Inc. Third Amendment
2. Third Amendment Agreement - Anvil Security Services, Inc.
3. Agreement - Anvil Security Services, Inc.

For more information contact: Danielle Bonham, Public Works Director

Phone: 707-746-4240

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

RESOLUTION NO. 26-

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING A THIRD AMENDMENT TO AGREEMENT WITH ANVIL SECURITY SERVICES, INC. FOR LOPES ROAD BYPASS WATER PIPELINE SECURITY AND RELATED SERVICES, AUTHORIZING BUDGET AMENDMENTS, AND AUTHORIZING THE CITY MANAGER OR FINANCE DIRECTOR TO EXECUTE THE AMENDMENT ON BEHALF OF THE CITY

WHEREAS, the City's primary Raw Water Transmission Line on Lopes Road in Fairfield, that delivers all drinking water to the City, was damaged on March 29, 2023 by rainstorms and subsequent landslide; and

WHEREAS, a temporary, above-ground bypass pipeline was engineered, and construction was completed on April 7, 2023; and

WHEREAS, the bypass pipelines and gauges require continuous 24-hour surveillance providing theft protection, monitoring of City assets, maintaining hourly log of the manifolds, ensuring gauge pressures, and reporting unauthorized personnel to local authorities; and

WHEREAS, a Request for Proposal process was conducted, six proposals were received, four firms were interviewed, and Anvil Security Services, Inc. (Anvil) was selected; and

WHEREAS, on June 14, 2023, the City entered into an Agreement with Anvil to provide security and related services of the above-ground bypass pipeline for the period June 21, 2023 to June 15, 2024 at a rate of \$29 per hour for continuous services at a cost of \$260,000 in accordance with the City Manager's declaration of a contracting emergency and approving payments up to \$2 million for the emergency Raw Water Transmission Line incident; and

WHEREAS, the agreement has a clause that it may be extended by mutual agreement of the parties; and

WHEREAS, on May 7, 2024, the City entered into a First Amendment with Anvil to continue to provide security and related services for the period June 15, 2024 to June 15, 2025 at a cost of \$260,000; and

WHEREAS, on June 15, 2025, the City entered into a Second Amendment with Anvil to continue to provide security and related services for the period June 16, 2025 to June 15, 2026 at a not-to-exceed cost of \$260,000; and

WHEREAS, it is recommended to enter into a Third Amendment with Anvil to allow for a limited extension of services for up to twelve (12) weeks (June 16, 2026 through September 8, 2026), at the same \$29 per hour rate (or \$4,872 per week), for a

not-to-exceed amount of \$58,464 while the Lopes Road permanent restoration project is moving through the bidding and award process; and

WHEREAS, a budget amendment, in the amount of \$48,240, is needed from Water Fund balance (Fund 750) for Fiscal Year 2026 in Account 7508021-7087 (Water Distribution – Preventative Maintenance) in order to fund the first 15 days of the twelve weeks of the Anvil contract amendment costs (\$10,440 @ \$696 per day) which fall in FY 2026, and to cover a portion of the Anvil contract costs (\$30,000) for May 4, 2026 through June 15, 2026 and portable toilet unit costs for Anvil employees (\$300) for April through June that were inadvertently not included in the current budget, and an additional \$7,500 to cover the current budget shortfall in this account for various water distribution preventative maintenance costs across the City; and

WHEREAS, a budget amendment, in the amount of \$48,025 (rounded), is needed from Water Fund balance (Fund 750) for Fiscal Year 2027 in Account 7508021-7087 (Water Distribution – Preventative Maintenance) in order to fund the remaining approximately ten of the twelve weeks of the Anvil contract amendment costs (\$48,025) that fall in FY 2027.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia hereby approves the Third Amendment to Agreement with Anvil to allow for a limited extension of services for up to twelve (12) weeks (June 16, 2026 through September 8, 2026), at the same \$29 per hour rate (or \$4,872 per week), for a not-to-exceed amount of \$58,464, and authorizes the City Manager or Finance Director to execute the Third Amendment on behalf of the City.

BE IT FURTHER RESOLVED THAT the Finance Director is authorized to make the necessary budget amendments.

BE IT FURTHER RESOLVED THAT the contract will be cancelled once construction begins on the Lopes Road permanent restoration project via written notice to Anvil from the Public Works Director.

On motion of Council Member _____, and 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 2nd day of June 2026 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

THIRD AMENDMENT TO AGREEMENT

This THIRD Amendment of the Agreement, entered into June 2, 2026, by and between the City of Benicia, a municipal corporation (hereinafter "CITY") and Anvil Security Services Inc, a Corporation , with its primary office located at 1505 Newbaugh Drive, Fairfield, CA 94534, (hereinafter "CONTRACTOR"), is made with reference to the following:

1. Recitals

A. On June 14, 2023, an agreement identified as Contract ID # 23-121 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. Term of Agreement

Term of Agreement paragraph of the Agreement is modified to: allow for a limited extension of services for up to twelve (12) additional weeks. Services shall cease upon the earlier of the City's written notice from the Public Works Director that services are no longer needed, commencement of construction, or expiration of the twelve (12) week extension period on September 8, 2026.

2.2. Compensation

Compensation paragraph of the Agreement is modified to: This contract is being increased in the amount of \$58,464, for a new total amount not to exceed \$838,464.

2.3. End of Amendments

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

IN WITNESS WHEREOF, the parties hereto have caused the modification of Agreement to be executed on June 2, 2026.

[SIGNATURES ON THE FOLLOWING PAGE]

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

"Anvil Security Services Inc"

By:  Rafael Ruelas

Its: CEO

"City"

By: _____

Its: _____

"City Attorney"

By: _____

Its: City Attorney

"Department"

By: _____

Its: _____

Exhibits List

A - Anvil City Of Benicia Extension Proposal

Exhibit A

Anvil City Of Benicia Extension Proposal

ESTIMATE

Anvil Security Services Inc.
1505 Newburgh Dr
Fairfield, CA 94534

info@anvilpatrol.com
+1 (510) 207-1243
anvilpatrol.com



Bill to

City Of Benicia
City Of Benicia
250 East L Street
Benicia
CA
94510

Ship to

City Of Benicia
City Of Benicia
250 East L Street
Benicia, CA 94510

Estimate details

Estimate no.: 1062
Estimate date: 05/01/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		.Security Services	Service Location: Lopes Road between Marsh Creek and Gold Hill Road 1. Scope of Services Anvil Security Services proposes to provide continuous, 24-hour unarmed security and monitoring services for the manifold systems and temporary transmission lines located along Lopes Road between Marsh Creek and Gold Hill Road. The primary objective of this assignment is to ensure site security, enforce safety protocols, and provide immediate reporting and escalation in the event of any emergency or unauthorized activity. 2. Staffing Plan * Coverage: 24 hours per day, 7 days per week * Personnel: 1 unarmed security officer on duty at all times * Total Weekly Hours: 168 hours	2016	\$29.00	\$58,464.00

3. Duties and Responsibilities

Security personnel will perform the following functions:

- * Maintain a constant on-site presence to deter trespassing and unauthorized access
- * Monitor manifolds and temporary transmission lines for safety compliance
- * Conduct routine patrols of the immediate and surrounding areas
- * Identify and report hazards, leaks, tampering, or unsafe conditions
- * Enforce site-specific safety protocols and restricted access requirements
- * Coordinate with emergency services in the event of an incident
- * Maintain detailed Daily Activity Reports (DAR), including time-stamped observations and incident logs
- * Provide immediate notification to designated City representatives for any critical issues

4. Reporting & Accountability

All activity will be documented and tracked using an electronic reporting system. Reports will include:

- * Real-time incident reporting
- * Daily summaries of site activity
- * Photographic documentation when applicable

5. Term of Services

- * Duration: 12 weeks
- * Start Date: To be determined upon approval
- * End Date: 12 consecutive weeks thereafter

6. Cost Structure

- * Hourly Rate: \$29.00 per hour (per security officer)
- * Total Daily Cost:
24 hours x \$29.00 = \$696
- * Total Weekly Cost:

168 hours × \$29.00 = \$4,872.00 per week
* Total Contract Cost (12 Weeks):
\$4,872.00 × 12 = \$58,464.00

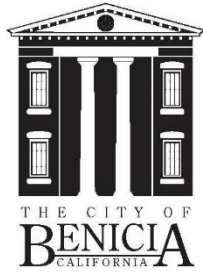
7. Terms and Conditions

- * Services are provided on a continuous, 24-hour basis as outlined
- * Any additional personnel or changes in scope will be billed separately
- * Invoices will be submitted weekly and are due upon receipt unless otherwise agreed

	Total	\$58,464.00

Accepted date

Accepted by



AGENDA ITEM
CITY COUNCIL MEETING DATE – JUNE 2, 2026
CONSENT CALENDAR

TO : City Manager

FROM : Public Works Director

SUBJECT : **APPROVAL OF THE FIRST AMENDMENT TO AGREEMENT WITH HF&H CONSULTANTS FOR SOLID WASTE AND RECYCLING FRANCHISE PROFESSIONAL SERVICES AND APPROVAL OF A BUDGET AMENDMENT**

EXECUTIVE SUMMARY:

The Public Works Department has a current professional services agreement with HF&H Consultants (HF&H) for solid waste & recycling professional services for the next franchise agreement. Staff is recommending that this agreement be amended to include a Proposition 218-compliant solid waste rate setting process as part of the pending Request for Proposal (RFP) process for a solid waste service provider. 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 first amendment to the professional services agreement with HF&H Consultants (Attachment 2) in the amount of \$93,070 for a not-to-exceed total of \$293,070, authorizing the Finance Director to make the necessary budget amendment and authorizing the City Manager or Finance Director to execute the agreement on behalf of the City.

BUDGET INFORMATION:

A budget amendment is recommended to increase expenditure appropriations by \$93,070 in Public Works Administration General Fund budget (org/obj. 0108000-7011). to add the additional scope of work needed for the Proposition 218-compliant rate setting process.

BACKGROUND:

The City's current franchise agreement with Republic Services expires on June 30, 2027.

The City entered into a professional services agreement (Contract ID# 26-185) with HF&H on March 2, 2026 (Attachment 3) to provide solid waste and recycling professional services, which entails a comprehensive solid waste management

assessment, development of a competitive solicitation package, technical review, cost evaluation, assistance with negotiations, and contract finalization.

After the kick-off meeting, staff and the consultant team met with the City Attorney. It was decided that it would be in the City's interest to proceed with a Proposition 218-compliant solid waste rate setting process as part of the pending RFP process for the next solid waste service provider.

NEXT STEPS:

If approved, the first amendment to the professional services agreement with HF&H will be executed, and staff will continue to work with HF&H on the RFP for a new franchise agreement and the Proposition 218-compliant rate-setting process.

ALTERNATIVE ACTIONS:

If the amendment is not approved, the City would not complete a Proposition 218-compliant rate-setting process, which could increase the risk of legal challenges to future solid waste rates.

CEQA Analysis	This action is not subject to the California Environmental Quality Act under Guidelines Section 15378 (b)(5) because organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment do not constitute a project.

ATTACHMENTS:

1. Resolution - Approval of First Amendment to Agreement With HF&H Consultants for Solid Waste & Recycling Franchise Professional Services
2. First Amendment to Agreement - HF&H Consultants
3. Original Agreement - HF&H Consultants

For more information contact: Danielle Martinez, Public Works Director

Phone: 707-746-4240

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

RESOLUTION NO. 26-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING THE FIRST AMENDMENT TO THE AGREEMENT WITH HF&H CONSULTANTS FOR SOLID WASTE AND RECYCLING FRANCHISE PROFESSIONAL SERVICES, AUTHORIZING THE FINANCE DIRECTOR TO MAKE THE NECESSARY BUDGET AMENDMENT AND AUTHORIZING THE CITY MANAGER OR FINANCE DIRECTOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

WHEREAS, the Public Works Department has a current professional services agreement with HF&H Consultants (HF&H) for solid waste & recycling professional services for the next franchise agreement; and

WHEREAS, the City's current franchise agreement with Republic Services expires on June 30, 2027; and

WHEREAS, staff is recommending that this agreement be amended to include a Proposition 218-compliant solid waste rate setting process as part of the pending Request for Proposal (RFP) process for a solid waste service provider; and

WHEREAS, Public Works Admin. Professional Services (0108000-7011) does not have sufficient budget for the added expense, and a budget amendment is needed in the amount of \$93,070 to add the additional scope of work needed for the Proposition 218-compliant rate setting process for FY27.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby adopt a resolution approving the first amendment to the professional services agreement with HF&H Consultants in the amount of \$93,070 for a not-to-exceed total of \$293,070; and authorizing the Finance Director to make the necessary budget amendment and authorizing the City Manager or Finance Director to execute the agreement on behalf of the City.

On motion of Council Member _____, seconded by Council Member _____, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 2nd day of June 2026 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

FIRST AMENDMENT TO AGREEMENT

This FIRST Amendment of the Agreement, entered into June 2, 2026, by and between the City of Benicia, a municipal corporation (hereinafter "CITY") and HF&H, a Corporation, with its primary office located at 590 Ygnacio Valley Rd., Suite 105, Walnut Creek, CA 94596, (hereinafter "CONTRACTOR"), is made with reference to the following:

1. Recitals

A. On March 2, 2026, an agreement identified as Contract ID # 26-185 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. Services Being Provided

Services Contractor Agrees to Perform paragraph of the Agreement is modified to include: Services outlined in Scope of Work detailed in Exhibit A dated April 17, 2026.

2.2. Compensation

Compensation paragraph of the Agreement is modified to: This contract is being increased in the amount of \$93,070, for a new total amount not to exceed \$293,070.

2.3. End of Amendments

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

IN WITNESS WHEREOF, the parties hereto have caused the modification of Agreement to be executed on June 2, 2026.

[SIGNATURES ON THE FOLLOWING PAGE]

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

“HF&H”

By:  _____

Its: President _____

“City”

By: _____

Its: _____

“City Attorney”

By: _____

Its: City Attorney _____

**HF&H Consultants**

590 Ygnacio Valley Rd. Suite 105
Walnut Creek, CA 94596
Phone: (925) 977-6950
Web: hfh-consultants.com

April 17, 2026

Sharon Denney
Management Analyst
City of Benicia
250 East L Street
Benicia, CA 94510

Sent via email: sdenney@ci.benicia.ca.us

Subject: Proposal to Support Proposition 218 Compliant Solid Waste Rate Process

Dear Sharon Denney,

HF&H Consultants, LLC (HF&H) is pleased to submit this proposal to the City of Benicia (City) to support a Proposition 218-compliant solid waste rate setting process as part of the pending Request for Proposal (RFP) process for a solid waste service provider. This letter describes our proposed scope of work and fees.

BACKGROUND

HF&H is currently supporting the City with a competitive procurement process to identify a future solid waste collection franchisee. As part of the project kickoff, HF&H met with the City Attorney and the Public Works Director to confirm project objectives, roles, and deliverables.

Based on those discussions, the City has requested that HF&H's scope be expanded to include a Proposition 218-compliant cost of service (COS) analysis to determine solid waste rates that would result from the new franchise agreement. This expanded scope will provide the analytical and documentation framework needed for City staff, the City Attorney, the City Council, and the public to understand how proposed rates are developed, how costs are allocated by customer sector, and what allowable City cost impacts may be reimbursed consistent with applicable legal requirements (including Proposition 218 and, as applicable, Proposition 26).

SCOPE OF WORK

HF&H will perform a cost-of-service analysis designed to support Proposition 218-compliant solid waste rates under the City's future collection contract. Tasks described below assume that the City has selected (or is in the process of selecting) the service provider and that HF&H will coordinate closely with City staff and the City Attorney throughout the analysis and documentation process.

Task 1 Data Collection and Baseline Understanding

HF&H will initiate the project with a data collection phase which is used to develop an understanding of current costs and activities. This task will begin during the development of the RFP process to ensure that accurate data is gathered from proposers, however most of



the analysis will not be performed until after a proposer is selected. HF&H will perform the following activities as part of this task:

- Develop and transmit data requests to the selected service provider to obtain cost, operational, and service-level information needed to support the cost-of-service analysis (e.g., contract pricing structure, service frequencies, route and vehicle assumptions, container systems, diversion and processing assumptions, customer counts, and other relevant operational metrics).
- Coordinate with City staff and the service provider to clarify data needs, resolve questions, and confirm assumptions used in the analysis.
- Review and validate received information for completeness and reasonableness; identify data gaps and perform follow-up as needed.

Estimated Fees: \$4,800 Labor; \$0 Expenses

Task 2 Proposition 218-Compliant Cost of Service Analysis and Rate Development

HF&H will build a cost-of-service model to understand costs, allocate them to appropriate customer classes and sectors, and generate a rate structure that meets the requirements of Proposition 218. HF&H will perform the following activities as part of this task:

- Develop an analytical model that organizes costs, revenues, and operating assumptions consistent with the structure of the new franchise agreement and the City's desired rate design.
- Analyze cost of service by customer sector (e.g., single-family residential, multi-family residential, and commercial) and by major service components as applicable (e.g., collection, processing and disposal, diversion programs, customer service, and other contract elements).
- Allocate contract and program costs to customer sectors based on cost drivers and proportional benefit principles consistent with Proposition 218 requirements.
- Calculate proposed rates and supporting rate components under the new contract, including any recommended adjustments needed to ensure full cost recovery (as applicable) and alignment with City policy direction.

Estimated Fees: \$23,280 Labor; \$0 Expenses

Task 3 City Cost Impacts and Allowable Reimbursements (Proposition 218 and Proposition 26)

HF&H will work with the City Attorney and City Staff to develop an understanding of costs that are eligible for reimbursement through the solid waste rates in compliance with Proposition 218 and/or Proposition 26, as counseled by the City Attorney. HF&H will perform the following activities as part of this task:



- Work with City staff to identify indirect and/or administrative impacts to the City associated with managing, administering, and enforcing the solid waste franchise agreement (e.g., franchise management, contract administration, billing support (if applicable), customer service oversight, public education support, legal support, and other City-incurred costs).
- Evaluate which City-incurred costs are appropriate for reimbursement through rates and/or fees and document the basis for allowability consistent with Proposition 218 and, as applicable, Proposition 26.
- Quantify allowable City cost reimbursement amounts and incorporate them into the overall cost of service and rate calculations.

Estimated Fees: \$18,620 Labor; \$0 Expenses

Task 4 Working Review, Findings Meetings, and Revisions

Following the preliminary development of the analysis in Tasks 2 and 3, HF&H will meet with the City Attorney and City staff to discuss the preliminary findings, clarify assumptions, revise calculations based on input from the City, and make revisions to the modeling, as appropriate. HF&H assumes one meeting and one round of revisions of the modeling. If additional meetings or revisions are required, those will require additional budget beyond the proposed fees here. HF&H will perform the following activities as part of this task:

- Share preliminary and/or draft results with City staff and the City Attorney, including key assumptions, allocation methods, and draft rate impacts by customer sector.
- Facilitate review meetings (virtual or in person, as requested) to discuss results, address questions, and confirm compliance considerations.
- Revise the cost-of-service analysis and rate model, as appropriate, based on City Attorney and staff feedback and any updated information from the selected service provider.

Estimated Fees: \$6,300 Labor; \$50 Expenses

Task 5 Cost-of-Service Study Report (Draft and Final)

Based on the revised analysis and discussions with City Attorney and City staff in Task 4, HF&H will prepare a cost-of-service study report to be shared publicly along with the Proposition 218 notices. HF&H will perform the following activities as part of this task:

- Prepare a cost-of-service study report that documents methods, data sources, assumptions, allocation approaches, and results in a format suitable for City Council consideration and public review.
- Provide a draft report to City staff and the City Attorney for review.
- Meet once with City staff and the City Attorney to discuss requested changes.
- Incorporate comments and finalize the report for inclusion in City Council materials.



Estimated Fees: \$9,520 Labor; \$50 Expenses

Task 6 City Council Presentation

HF&H will support City staff with a presentation of the rate study to the City Council prior to issuing the Proposition 218 notices. HF&H will perform the following activities as part of this task:

- Prepare presentation materials summarizing key cost of service findings, proposed rates, and the basis for Proposition 218 compliance (format and level of detail to be coordinated with City staff).
- Present the results of the cost-of-service analysis to the City Council and respond to questions from the City Council and the public, with support from City staff and the City Attorney as appropriate.

Estimated Fees: \$5,400 Labor; \$50 Expenses

Task 7 Proposition 218 Notice Preparation, Mailing, and Protest Tabulation Support

If the City Council approves issuance of Proposition 218 notices, HF&H will engage a qualified subcontractor to support the noticing and protest process. HF&H will manage the subcontractor and coordinate closely with the City Clerk, City Attorney, and staff to support a compliant and well-documented process.

- HF&H drafts customer notices (approximately 2–4 pages), incorporating City-approved rate information and required statutory elements.
- HF&H reviews notices with the City Attorney to confirm legal compliance and with City staff to confirm messaging and tone, prior to issuance.
- HF&H revises notices based on specific direction from the City Attorney and staff.
- Subcontractor prints and mails notices to customers in accordance with the City's customer list and schedule and provides documentation of mailing.
- HF&H attends City Council meeting to respond to questions from the City Council and the public and support the City Clerk with receipt logistics and protest counting and tabulation procedures consistent with Proposition 218 requirements.

Estimated Fees: \$15,000 Labor; \$10,000 Expenses

FEE ESTIMATE

HF&H proposes to perform the scope of work described above on a time and materials basis at the hourly rates already included in HF&H's agreement with the City for the RFP process. The schedule below describes HF&H's expected not-to-exceed fees for each task. Note that HF&H intends to utilize a subcontractor in the performance of Task 7. HF&H will mark up the subcontractor billings by 10% to cover HF&H's costs of supervising, managing, and billing the



subcontractor. The table below summarizes HF&H's not-to-exceed fee estimate by task for the scope of work described above.

Table 1. Summary of Not-to-Exceed Fees by Task

Task	Labor	Expenses	Total
1. Data Gathering	\$4,800	\$0	\$4,800
2. COS Analysis	\$23,280	\$0	\$23,280
3. City Costs	\$18,620	\$0	\$18,620
4. Review and Revise	\$6,300	\$50	\$6,350
5. Reporting	\$9,520	\$50	\$9,570
6. City Council	\$5,400	\$50	\$5,450
7. Proposition 218 Process	\$15,000	\$10,000	\$25,000
TOTAL ALL TASKS	\$82,920	\$10,150	\$93,070

HF&H appreciates the opportunity to be of service to the City. If there are any questions about this proposal, please contact Rob Hilton directly at (925)977-6959 or rchilton@hfh-consultants.com.

Sincerely,
HF&H Consultants, LLC

A handwritten signature in black ink, appearing to read 'Rob Hilton', with a stylized flourish at the end.

Rob Hilton
President

Contract ID # 26-185

PROFESSIONAL SERVICES AGREEMENT

(\$50,000 OR MORE)

BETWEEN

CITY OF BENICIA AND

HF&H

This Professional Services Agreement (the "Agreement") is dated March 2, 2026, and is by and between the City of Benicia, a political subdivision of the State of California ("City") and HF&H, located at 590 Ygnacio Valley Rd. Suite 105, Walnut Creek, CA 94596, a California Corporation, licensed to do business in California, ("Consultant") relating to Solid Waste and Recycling Professional Services ("Services").

Recitals

WHEREAS, City wishes to retain Consultant to provide Solid Waste and Recycling Professional Services and related services;

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

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

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

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

1. Agreement

1.1. Definitions

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

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

- C. **City:** City of Benicia
- D. **Project:** Solid Waste and Recycling Professional Services, 26-185
- E. **Services:** All work, labor, materials and services required under the terms and conditions of this Agreement, provided pursuant to the terms and conditions of this Agreement, including without limitation architectural, engineering, building information modeling, coordination, and administrative services. Services that may be required, dependent on Project needs, are further described in the appendices.
- F. **Subconsultants:** Consultant's subconsultants, contractors and subcontractors, of any tier.

1.2. Term of Agreement

- A. This Agreement will conclude on October 29, 2027 unless it is extended in accordance with paragraph B below.
- B. This Agreement may be extended by mutual agreement of the parties hereto. Any extension shall be in written form, signed by both parties, and shall specify the length of the extension and compensation.

1.3. Services Consultant Agrees to Perform

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

1.4. Compensation

- A. City shall compensate Consultant according to the policies and procedures established by City. Compensation shall not exceed **\$200,000** dollars without a fully approved and executed contract amendment or change order.
- B. Billing will occur upon completion of work. Payment is expected within 30 days. Consultant has the option to invoice for services or reimbursables no more than once a month. Payment shall be in accordance with the project-specific scope of work for work performed, not a retainer or

equal monthly payments. Statement will generally describe the services performed and applicable rate or rates. Statements for reimbursement should include a reasonable itemization of requested compensation.

- C. City shall not incur any charges under this Agreement, nor shall any payments become due to Consultant for any payment period on the Project, except for approved monthly progress payments, until City receives all deliverables required under Exhibit A, for the payment period (if any) and reasonably accepts such deliverables as meeting the requirements of this Agreement. In cases where Consultant has partially completed one or more deliverables due during a payment period, and if Consultant demonstrates diligent progress thereon, then City may make a partial progress payment based upon percentage completion of the partially completed deliverables and diligent progress but taking into account any adverse impacts upon City. City shall not be liable for, and Consultant shall not be entitled to, any payment for Services performed before this Agreement's execution.
- D. City will not withhold entire payment if a questioned amount is involved, but will issue payment in the amount of the total invoice less any questioned amount(s). City will make payment for questioned amount(s) upon City's receipt of any requested documentation verifying the claimed amount(s) and City's determination that the amount is due under the terms of this Agreement. City shall advise Consultant, in writing, within 15 calendar days of receipt of the requested documentation. Final payment will be made when all Services required under this Agreement have been completed to the reasonable satisfaction of City including, without limitation, Consultant's transmittal of all deliverables to City required by Exhibit A, and Services Consultant Agrees to Perform.
- E. Invoices furnished by Consultant under this Agreement must be in a form acceptable to City. All amounts paid by City to Consultant shall be subject to audit by City. Payment shall be made by City to Consultant at the address stated in Section 1.6, Qualified Personnel below.
- F. City may set off against payments due Consultant under this Agreement any sums that City determines that Consultant owes to City because of their errors, omissions, breaches of this Agreement, delays or other acts that caused City monetary damages. Prior to exercising such right, City must demand and attend mediation pursuant to Disputes: Paragraph C below of this Agreement, to be attended by City, Consultant, and any applicable insurance carriers; such mediation to occur within 30 calendar days of demand. If the parties cannot agree upon the time, place, and mediator, within one week of the City's demand, then the Solano Superior Court may upon application by any party make such selection for the parties. If a party other than City refuses to mediate under this Compensation: Paragraph E, then City shall have satisfied its obligations under this Paragraph.

1.5. Maximum Costs

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

1.6. Qualified Personnel

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

City:

Sharon Denney
Management Analyst
City of Benicia
250 East L Street
Benicia, CA 94510
Phone: (707) 746-4215
Email: sdenney@ci.benicia.ca.us

Consultant:

Emily Hanson
Senior Project Manager
590 Ygnacio Valley Rd. Suite 105, Walnut Creek, CA 94596

Phone: 925-977-6950

Email: hfh-consultants.com

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

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

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

1.7. Representations

- A. Consultant represents that it has reviewed Exhibit A, and that in its professional judgment the Services to be performed under this Agreement can be performed for a fee within the maximum amount set forth in the Compensation Schedule of \$200,000 and within the times specified for each individual Project.
- B. Consultant represents that it is qualified to perform the Services and it possesses, and will continue to possess at its sole cost and expense, the necessary licenses and/or permits required to perform the Services or will obtain such licenses and/or permits prior to time such licenses and/or permits are required. Consultant also represents that it has knowledge of, and will comply with, all applicable building codes, laws, regulations and ordinances.
- C. Consultant represents that it possesses all necessary training, licenses and permits to perform the Services and that its performance of the Services will conform to the standards of practice of a professional having experience and expertise in performing professional services of like nature and complexity of the Services working on similar, successfully completed projects.
- D. The granting of any progress payment by City, or the receipt thereof by Consultant, or any inspection, review, approval or oral statement by any representative of City or any other governmental entity, shall in no way waive or limit the obligations in this Representations or lessen the liability of Consultant for unsatisfactory Services, including but not limited to cases where the defective or below standard Services may not have been apparent or detected at the time of such payment, inspection, review or approval.

1.8. Indemnification and General Liability

- A. To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), Consultant shall defend, indemnify, and hold harmless City, its officers, City Council, directors, officials, agents employees, and volunteers(collectively "Indemnitees") from

and against any and all claims, suit, action, loss, cost, damage, injury (including, without limitation, economic harm, injury to or death of an employee of Consultant or its Subconsultants) expense and liability of every kind, nature, and description, at law or equity, that arises out of, pertain to, or relate to (including without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) any negligence, recklessness, or willful misconduct of Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify an Indemnatee shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence active negligence, or willful misconduct of such Indemnatee but shall apply to all other Liabilities.

- B. Consultant shall defend (including providing legal counsel reasonably acceptable to City at no cost to City), indemnify and hold harmless the Indemnitees from all loss, cost, damage, expense, suit, liability or claims, in law or in equity, including attorneys' fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by City, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement.

1.9. Liability of City

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

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

1.10. Independent Contractor; Payment of Taxes and Other Expenses

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

1.11. Insurance

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

1.12. Suspension of Services

- A. City may, without cause, order Consultant to suspend, delay or interrupt Services pursuant to this Agreement, in whole or in part, for such periods of time as City may determine in its sole discretion; provided, however, that if any such suspension, delay, or interruption continues for more than thirty (30) consecutive calendar days, Consultant may terminate this Agreement upon written notice to City without penalty. City shall deliver to Consultant written notice of the

extent of the suspension at least seven (7) calendar days before the commencement thereof. Suspension shall be treated as an Excusable Delay and Consultant shall be compensated for such delay to the extent additional costs are incurred by Consultant as a direct result of the Excusable Delay as provided under this Agreement.

- B. Notwithstanding anything to the contrary contained in this Suspension of Services, no compensation shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by a cause for which Consultant is responsible.

1.13. Termination of Agreement for Cause

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

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

Termination of Agreement of Convenience below, and Consultant shall have no greater rights than they would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Consultant.

1.14. Termination of Agreement for Convenience

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

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

performing Services in compliance with the requirements of the Agreement, and any excessive actual cost shall be disallowed.

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

1.15. Conflicts of Interest/Other Agreements

- A. Consultant represents that it is familiar with Section 1090 and Section 87100, et seq., of the Government Code of the State of California, the Conflict of Interest Code, Resolution 06-23,

adopted by the City on October 3, 2006, and that it does not know of any facts that constitute a violation of those sections.

- B. Consultant represents that it has completely disclosed to City all facts bearing upon any possible interests, direct or indirect, which Consultant believes any member of City, or other officer, agent or employee of City or any department presently has, or will have, in this Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute ground for termination of this Agreement by City for cause. Consultant shall comply with the City's conflict of interest codes and their reporting requirements.
- C. Consultant covenants that it presently has no interest, and during the term of this Agreement shall not have any interest, direct or indirect, that would conflict in any manner with the performance of Services required under this Agreement. Without limitation, Consultant represents to and agrees with the City that Consultant has no present, and in the future during the term of this Agreement will not have any, conflict of interest between providing the City the Services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity (including, but not limited to, any federal or state wildlife, environmental or regulatory agency) that has any interest adverse or potentially adverse to the City, as determined in the reasonable judgment of the City.

1.16. Proprietary or Confidential Information of City; Publicity

- A. Consultant acknowledges and agrees that, in the performance of the Services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Consultant agree that all private, confidential, or proprietary information that is clearly identified or marked by City as confidential or proprietary disclosed by City to or discovered by Consultant in the performance of the Services shall be held in strict confidence and used only in performance of the Agreement. Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Consultant would use to protect its own proprietary data, and shall not accept employment adverse to the City's interests where such confidential information could be used adversely to the City's interests. Consultant shall notify the City immediately in writing if it is requested to disclose any information made known to or discovered by Consultant during the performance of or in connection with the Services pursuant to this Agreement.
- B. Any publicity or press releases with respect to the Project or Services shall be under the City's sole discretion and control. Consultant shall not discuss the Services, the Project, or matters pertaining thereto, with the public press, representatives of the public media, public bodies or representatives of public bodies, without City's prior written consent. Consultant shall have the right, however, without City's further consent, to include representations of Services among

Consultant's promotional and professional material, and to communicate with persons or public bodies where necessary to perform under this Agreement.

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

1.17. Notices to the Parties

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

1.18. Record Keeping and Audit Requirements

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

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

1.19. Subcontracting/Assignment/City Employees

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

1.20. Other Obligations

- A. Discrimination, Equal Employment Opportunity and Business Practices. Consultant shall not discriminate against any employee or applicant for employment, nor against any Subconsultant or applicant for a subcontract, because of race, color, religious creed, age, gender, actual or perceived sexual orientation, national origin, disability as defined by the ADA (as defined below) or veteran's status. To the extent applicable, Consultant shall comply with all federal, state and local laws (including, without limitation, City ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-

health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time.

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

1.21. Disputes

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

1.22. Agreement Made in California; Venue

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

1.23. Compliance with Laws

- A. Consultant shall comply with the Standard of Care in the interpretation and application of all applicable laws in the performance of the Services, regardless of whether such laws are specifically stated in this Agreement and regardless of whether such laws are in effect on the date hereof. Consultant shall comply with all security requirements imposed by authorities with

jurisdiction over any Project, and will provide all information, work histories and/or verifications as requested by such authorities for security clearances or compliance.

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

1.24. Miscellaneous

- A. All section and paragraph captions are for reference only and shall not be considered in construing this Agreement.
- B. As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run on the date of issuance by City of the final Certificate for Payment, or termination of this Agreement, whichever is earlier. This Miscellaneous: Paragraph B shall not apply to latent defects as defined by California law or negligence claims, as to which the statute of limitations shall commence to run on discovery of the defect and its cause. However, the applicable statutes of repose, California Code of Civil Procedure, Sections 337.1 and 337.15, shall continue to apply.
- C. Any provisions or portion thereof of this Agreement that is prohibited by, unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms. If any provisions or portion thereof of this Agreement are prohibited by, unlawful, or unenforceable under any applicable law and are therefore stricken or deemed waived, the remainder of such provisions and this Agreement shall be interpreted to achieve the goals or intent of the stricken or waived provisions or portions thereof to the extent such interpretation is consistent with applicable law. In dispute resolution arising from this Agreement, the fact finder shall receive detailed instructions on the meaning and requirements of this Agreement.
- D. Either party's waiver of any breach, or the omission or failure of either party, at any time, to in force in force any right reserved to it, or to require performance of any of the terms, covenants, conditions or other provisions of this Agreement, including the timing of any such performance, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to in force or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.
- E. Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement. Time is of the essence in the performance of this Agreement.

- F. Consultant acknowledges that Consultant, and all Subconsultants hired by Consultant to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Consultant is and shall remain in compliance with the IRCA and shall ensure that any Subconsultants hired by Consultant to perform services under this Agreement are in compliance with the IRCA. In addition, Consultant agrees to indemnify, defend and hold harmless the City, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Consultant's employees, or the employees of any Subconsultant hired by Consultant, are not authorized to work in the United States for Consultant or its Subconsultant and/or any other claims based upon alleged RCA violations committed by Consultant or Consultant's Subconsultant(s).

1.25. Entire Agreement; Modifications

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

- F. Changes in the Services made pursuant to this Entire Agreement; Modifications and extensions of the Agreement time necessary by reason thereof shall not in any way release Consultant's representations and agreements pursuant to this Agreement.
- G. Whenever the words "as directed", "as required", "as permitted", or words of like effect are used, it shall be understood as the direction, requirement, or permission of City. The words "approval", "acceptable", "satisfactory", or words of like import, shall mean approved by, or acceptable to, or satisfactory to City, unless otherwise indicated by the context.

2. Insurance Requirements

2.1. INSURANCE REQUIREMENTS

This is an Appendix to, and made a part of and incorporated by reference to the Agreement dated March 2, 2026, by and between HF&H, hereinafter referred to as "Consultant", and the City of Benicia, hereinafter referred to as "City", providing for professional services.

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

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

2.3. Insurance Requirements: Commercial General Liability Insurance

Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the City), Products-Completed Operations Hazard, liability for slander, false arrest and invasion of privacy arising out of professional services rendered hereunder, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Consultant's performance of services under this Agreement. The Commercial

General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Consultant shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least two million dollars (\$2,000,000) each occurrence and four million dollars (\$4,000,000) aggregate.

2.4. Business Automobile Liability Insurance

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

2.5. Workers' Compensation Insurance

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

2.6. Professional Liability Insurance

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

2.7. Self-Insured Retention

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

2.8. Claims-Made Basis Coverage

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

2.9. Insurance terms and conditions:

3.1 Cancellation of Insurance

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

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

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

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

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

3.6 Failure by Consultant to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. City, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Consultant, City shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by City for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement are insufficient to reimburse City for the premiums and any associated costs, Consultant agrees to reimburse City for

the premiums and pay for all costs associated with the purchase of said insurance. Any failure by City to take this alternative action shall not relieve Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.

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

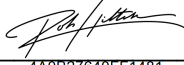
3.8 City may (but is under no obligation to) secure project-specific insurance, wrap-up insurance, or administer an owner controlled insurance program ("OCIP"), in which case Consultant and its subconsultants shall communicate this fact to their insurance carriers and request that the risk of this project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

Title: Solid Waste and Recycling Professional Services

#26-185

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

“HF&H”

Signed by:
By: 
4A0B27640FF1481...
Rob Hilton

Its: President

“City”

DocuSigned by:
By:  2/23/2026
9FA31784A98E490...

Its: City Manager

“City Attorney”

Signed by:
By:  2/23/2026
3294F30F0AD74E3...

Its: City Attorney

Exhibits List

A - HFH Proposal and Scope of Work

B - HFH Pricing Proposal

C - HFH Project Organization Chart

Exhibit A

HFH Proposal and Scope of Work

CITY OF BENICIA

Proposal for Solid Waste and Recycling Professional Services

January 16, 2026





HF&H Consultants

590 Ygnacio Valley Rd. Suite 105
Walnut Creek, CA 94596
Phone: (925) 977-6950
Web: hfh-consultants.com

January 16, 2026

Sharon Denney
Management Analyst
City of Benicia
250 East L Street
Benicia, CA 94510

Sent via email: sdenney@ci.benicia.ca.us

Subject: Proposal for Solid Waste and Recycling Professional Services

Dear Sharon Denney,

HF&H Consultants, LLC (HF&H) is pleased to submit our proposal to support the City of Benicia (City) in planning, evaluating, and procuring its next Exclusive Franchise Agreement for solid waste and recycling services. For more than 35 years, HF&H has partnered with California cities, counties, and Joint Powers Authorities to lead solid waste procurements, evaluate hauler performance, support SB 1383 compliance, and negotiate franchise agreements that protect ratepayers and improve service quality. Our experience spans all waste streams, including solid waste, recyclables, organics, construction and demolition, and regulated materials.

HF&H was thrilled when we received the City's RFP; we have a unique and keen interest in the City of Benicia, specifically. Rick Simonson, the Firm's Senior Vice President and one of HF&H's three partners, has been a Benicia resident for almost five decades, since he was in elementary school. Rick raised his family in the City and when this opportunity came up, he was thrilled that we would have the opportunity to benefit his community. While we don't necessarily want to play favorites, it is not often that HF&H can say we have a more vested interest in developing a partnership and helping procure and secure the best value services for residents and businesses. We are tremendously excited about this opportunity.

We also know and appreciate that the City of Benicia is small, budgets are tight, and the staff that will be working on this project are likely already spread thin. We understand each hour staff spend on this project will compete with City staff's normal and customary job duties and priorities. HF&H's aim in preparing our proposal and assembling our budget was to streamline the project, making it as turnkey as possible, while maintaining transparency and defensibility. While we will always invite and welcome collaboration with City staff, HF&H will manage the procurement from project initiation through contract award, and we have intentionally minimized our reliance on staff for the smaller and more administrative tasks so we can allow staff to hone their focus and input on the most critical aspects of the project.

HF&H understands both the regional market conditions facing Northern California jurisdictions. Drawing on our recent procurement experience, including work with RecycleSmart, the Central Contra Costa Solid Waste Authority (a Joint Powers Authority that provides recycling, organics, and solid waste services for six member agencies in Central



Sharon Denney
January 16, 2026
Page 2 of 2

Contra Costa County), our approach emphasizes simplicity, efficiency, and clear decision points. Our team will work closely with City staff to maintain the schedule needed to finalize agreements by January 2027 and support a smooth service transition in July 2027. As part of our base services, HF&H will support public transparency through clear presentations at City Council and other community meetings organized by the City.

Thank you for the opportunity to assist the City during this important transition as the current agreement approaches its June 2027 expiration. HF&H would be honored to partner with the City and welcomes the opportunity to discuss our qualifications and approach further.

Sincerely,
HF&H Consultants, LLC

A handwritten signature in black ink, appearing to read 'Rob Hilton', written over a horizontal line.

Rob Hilton
President

Proposal for Solid Waste and Recycling Professional Services
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ATTACHMENTS

- A. [Staff Resumes](#)
- B. [Insurance Letter](#)
- C. [SB 1383 Compliance Experience](#)



Section 1. Project Organization

1.1 FIRM OVERVIEW

HF&H Consultants, LLC is a California-based firm specializing in solid waste, recycling, and environmental program services. We operate from two offices:

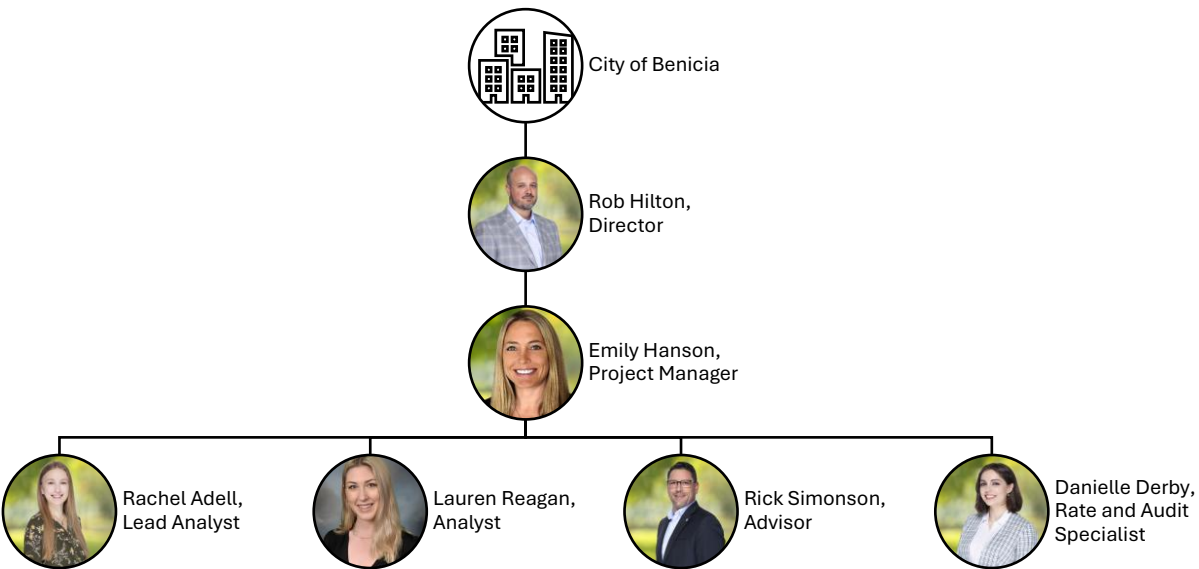
- **Northern California:** 590 Ygnacio Valley Road, Suite 105, Walnut Creek, CA 94596 | (925) 977-6950
- **Southern California:** 1201 Dove Street, Suite 585, Newport Beach, CA 92660 | (949) 251-8628

The firm’s email address is admin@hfh-consultants.com, and the responsible corporate officer is Rob Hilton, President. The City of Benicia project will be led and staffed primarily from our Northern California office, where the majority of day-to-day work will be performed. HF&H is not proposing any subcontractors for this engagement.

1.2 PROJECT TEAM AND ORGANIZATION CHART

The Project Organization Chart and descriptions of the roles and responsibilities of key personnel are described below, with full resumes included in [Attachment A](#). This section also identifies which team members will lead or support each major task to ensure clear accountability and alignment of expertise with the scope of work.

Figure 1. Project Organization Chart





Proposal for Solid Waste and Recycling Professional Services

Section 1. Project Organization

1.3 KEY PERSONNEL ROLES, RESPONSIBILITIES, AND TASK PARTICIPATION

One of HF&H's greatest strengths is our ability to attract incredible talent and carefully assemble dynamic and diverse teams comprised of professionals that each bring valuable expertise, perspectives, and the ability to collectively deliver exceptional results to our clients. Each team is assembled specifically for the scope of your engagement and to include various educational and professional backgrounds and perspectives such that each team member contributes meaningfully to the seamless integration of complex issues – our aim is to intentionally create just enough positive tension within our teams to improve the durability and resilience of our results. By leveraging these diverse perspectives in a collaborative and thoughtful way, we protect the interests of ratepayers and comprehensively address every facet of the systems we are helping create and maintain. HF&H feels strongly that a variety of perspectives is critical to protecting the ratepayers and ensuring positive outcomes that are in the public's best interest. And, with the exception of extraordinary circumstances, the team we assemble to work on each project will be consistent throughout the term of the project; continuity is critical to maintain momentum, protect the growing investment made by our clients throughout the project, and enabling us to exceed expected results.

What follows is an overview of the project team that has been specifically assembled to deliver the proposed scopes of services to the City of Benicia. The staff biographies below are intended to demonstrate the breadth of HF&H's professional and technical experience performing procurement-related services. Additional information, including professional references for key staff, can be provided upon request.

Rob Hilton, President

Rob has been with HF&H since 2002, serving as the firm's President and leading HF&H's contracting team in support of more than a dozen communities each year who are either competitively procuring or negotiating solid waste collection, processing, and/or disposal contracts. Rob specializes in working with large and multi-jurisdictional agencies through their more complex and publicly scrutinized procurement processes. Rob oversees a diverse team of 30+ professionals with expertise ranging from engineering to accounting to public policy and law in support of our clients' ratepayer protection and sustainability goals. Rob has more than 20 years of solid waste industry experience, heads up the firm's solid waste line of business throughout most of California, and is a Certified Management Consultant (CMC). Throughout his tenure with HF&H, Rob has developed and executed winning strategies for clients, spearheaded various in sole source negotiations, developing and completing competitive procurements and negotiating complicated and politically contentious contracts for collection, transfer, processing, and disposal service agreements. Most of Rob's time on client projects is currently focused on strategic planning, contract negotiation, management and performance reviews, and policy development.

For Benicia, Rob will oversee all aspects of HF&H's Franchise Development and Procurement work for the City. Rob is intimately familiar with the opportunities and challenges facing public agencies today and is excited to collaborate and support his professional services team on the strategic planning and deployment of a diligent, comprehensive, and robust competitive procurement process. Rob will also provide leadership and engage HF&H's most appropriately



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suited teams and individuals to ensure exceptional services are consistently provided and expectations are exceeded.

Emily Hanson, J.D., Senior Project Manager

Emily Hanson earned her Juris Doctor degree from Santa Clara University and has been working in the solid waste industry since 2008. Prior to that, she served as the Executive Director for a California Special District. Emily has negotiated more than 50 solid-waste-related contracts and made presentations and/or provided public testimony to 100+ jurisdictions and multiple regulatory agencies in California. Her time with one of California's largest regional integrated solid waste companies provided nearly 15 years of direct experience with operational and business aspects of collection, processing and disposal operations as well as their attendant functions (e.g., billing, customer service, reporting, education, etc.). This gives Emily an unrivaled depth of understanding when it comes to likely contractor bidding and negotiating strategies and tactics. Her insight into the operations and costs brings value to both the design and negotiations phases of the project. Emily's operational knowledge and industry experience negotiating and managing more than 20 solid waste agreements across the table from HF&H, allows her to easily identify blind spots and close contractual gaps that may present opportunities for proposers to underperform or overcharge for services.

For Benicia, Emily will lead all aspects of HF&H's Franchise Development and Procurement work and will serve as the City's overall Project Manager for Emily's role will include managing the day-to-day performance of all work, coordinating the efforts of HF&H staff with the City, leading efficient project team meetings, spearheading the development of the Request for Proposals and evaluation criteria, leading engagement with potential service providers, facilitating the evaluation of proposals, leading negotiations with the selected proposer(s) as "first chair" and presenting results to the City Council and other stakeholder groups, as directed.

Rachel Adell, Senior Associate

Rachel Adell is part of the diversion and contract services team and is a key team member in our contract and agreement procurement projects. Her detailed processes are an integral part in providing a transparent evaluation process and a streamlined and organized negotiation process. Ms. Adell has worked or advised nearly 30 competitive and sole source agreements for collection and post-collection. Her extensive contract writing and negotiations experience include: the City of Long Beach RFP for organics processing, City of Carlsbad RFP for collection services, County of San Bernardino franchise agreements, City of Ridgecrest collection agreement, Merced County franchise agreements, Merced Regional WMA RFP and organics processing agreement, Central Contra Costa County WMA competitive RFP and collection, transfer, disposal, and processing agreements, and the City of Oceanside RFP and collection agreement. Ms. Adell has also assisted the San Luis Obispo Integrated Waste Management Authority and the Monterey Regional Waste Management Authority with amending their member agencies' numerous franchise agreements to be SB 1383 compliant and serve the needs of the communities they serve.

For Benicia, Rachel will play a critical role in HF&H's work related to developing the RFP and evaluation criteria and methodology. She will serve as "second chair" (organizing, sequencing



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issues, providing supporting logic/positions, fact checking contractor statements, documenting resolution, drafting bridge language, etc.) throughout the procurement process.

Lauren Reagan, Associate Analyst

Lauren came to HF&H as an experienced paralegal and specializes in drafting and editing contracts and agreements throughout the negotiation process, including Central Contra Costa's five post-collection agreements; the City of Livermore's disposal agreement; the City of Dublin's amended & restated collection agreement, organics & disposal agreement, and recycling agreement; the County of Santa Barbara's post-collection agreement, and the City of Pleasanton's recycling agreement. Lauren has a bachelor's in English and American Studies and has the Zero Waste Certification from SWANA.

For Benicia, Lauren will support the project team throughout the competitive procurement process and performing a significant portion of the behind-the-scenes work required to perform the work described in Section 2 of this proposal.

Rick Simonson, CMC, Senior Vice President

Rick has over 24 years of specialized experience in utility rate setting, financial planning, and cost-of-service analysis across solid waste, water and wastewater sectors. He has conducted more than one-hundred rate and financial planning studies, with a strong emphasis on Proposition 218 and 26 compliance, rate structure design, and financial modeling. Rick holds a bachelor's degree in accounting and is a Certified Management Consultant (CMC). His recent work includes solid waste cost-of-service modeling for the City of Long Beach (2023), franchise agreement reconciliation in Sunnyvale (2022-2023), and long-term financial planning for jurisdictions including San Mateo, Hillsborough and Santa Cruz. Rick's ability to translate complex financial data into actionable strategies and ensure regulatory compliance has earned him recognition across California municipalities and sanitary districts.

For Benicia, Rick will oversee all aspects of the evaluation of costs and cost proposals in alignment with industry standards, with the support of Danielle Derby, as further described in Section 2 of this proposal.

Danielle Derby, CPA, Senior Associate

Danielle Derby specializes in providing rate and audit services within our solid waste and recycling practice. Her expertise lies in reviewing costs for programs and services that comply with SB 1383 regulations, performing index, cost-based, and special rate reviews for solid waste rate adjustment, and executing cost of service studies for jurisdictions looking for solid waste rates that are compliant with Proposition 218. Danielle has experience performing authority fee reimbursement reviews, billing and tonnage audits, purchase order reviews, and similar compliance reviews. Danielle also works with the contract services team by assisting with solid waste procurements. Her work ranges from evaluating proposer cost forms; benchmarking proposed programs, operating statistics, and rates; developing contractual or financial language for franchise agreements and amendments; and supporting negotiations. Danielle has a bachelor's in accounting and is a Certified Public Accountant (CPA).

For Benicia, Danielle will provide input on all tasks related to costs and rates, will lead the evaluation of costs and cost proposals, conduct technical analysis and technical drafting for



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the technical memo, and spearhead any public presentation(s) related to rate impacts under various service configurations, as further described in Section 2 of this proposal.

Section 2. Technical Project Approach

Solid waste franchise awards are often the largest single decision that most local elected officials make in their time serving their communities, and they can be highly political. Households and businesses receive services at least weekly, pay their bill throughout the year, and most often have their rates increase annually. The companies that compete for these high value, often exclusive, contracts only get the opportunity every 10 to 15 years. Those politics make municipal solid waste contract awards some of the most contested. With all of the financial impact and all of the attention that they get, poorly run solid waste procurements can result in referendums, bid protests, CEQA challenges, Proposition 218 and Proposition 26 challenges, and labor unrest.

HF&H has performed more solid waste procurement projects than any other entity in the state of California and we have never led a procurement process that resulted in a successful challenge. We attribute that success to our disciplined adherence to what we have developed and evolved into our “best practices” for these processes, which is supported by and integral to the HF&H approach. With each procurement project we continue to improve our “best practices” so we can ensure each new client engagement is reaping the benefits of our extensive work in this space.

SECTION 2.1 THE HF&H APPROACH TO SOLID WASTE PROCUREMENTS

Client-Centered Design

RFP Development: HF&H’s approach to developing and preparing Requests for Proposals (RFP) is rooted in client-centered design, strategic clarity, and technical precision. We begin with a thorough review of the client’s existing system, including their franchise agreement, municipal code, rate structure, and related documents to ensure a deep understanding of current operations and contractual relationships. Leveraging our proprietary design intake tool, we assess the client’s legal, regulatory, performance, and policy priorities to inform a tailored RFP and Franchise Agreement framework. The output of this tool and collaboration with agency staff, allows HF&H to identify, assess, and seek to understand the relative priorities resulting from the inherent tension between service quality, diversion, and cost priorities. Through this process, our clients get a clear, organized, and complete RFP that includes key attachments such as draft service agreements, standardized cost forms, and operational data. This approach ensures all proposers submit financially and operationally responsive and responsible proposals, and, most importantly, that our clients can rest assured knowing the proposers have all available information.

Stakeholder Engagement: HF&H has extensive experience performing a wide range of activities relative to stakeholder engagement prior to drafting RFPs to gather sufficient information from the public and stakeholders to help inform the baseline services being requested as part of the competitive procurement. This work has been done at our clients’ request, and the scope is always tailored to the client’s needs, historical satisfaction with the services being offered to residents and businesses, and the culture of our client’s community relative to such public engagement. We work with our clients to proactively identify interested



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parties, appropriate and representative community groups, and stakeholders. We have facilitated engagements through public meetings, workshops, surveys, focus groups, direct meetings, and other public input strategies. These efforts are designed to inform decision-makers of community themes such as issues with existing services, desires for expanded services and/or new programs, and the relative priorities and/or price tolerances of represented stakeholders.

Franchise Agreement Drafting: HF&H has drafted hundreds of franchise agreements across the state of California. Whether working with a client-provided template drafted by other parties or using one of HF&H's sample franchise agreements, we are able to tailor the business terms, compensation approach, and services to meet our client's needs. Whether our clients are pursuing competitive procurement processes or sole source negotiations, we ensure our work developing and negotiating franchise agreements supports the needs and objectives of our clients, are regulatorily compliant, and contemplate future regulatory changes to mitigate future risk for both our clients and their ratepayers.

Cost Proposals: The HF&H approach to soliciting cost proposals is grounded in our industry experience. Many solid waste RFP processes fail to gather sufficient information to conduct adequate due diligence on the proposed costs and operations of the service provider. Our goal is not just to support our clients' selection of their future service provider(s), but to make sure that those relationships are healthy and transparent for the life of the contract. We tailor the cost forms to match the services requested in the RFP and we design them to capture both the minimum baseline services requested as well as any additional or expanded service proposals or enhancements that may be required or optional. These forms allow HF&H to thoroughly evaluate proposals for cost reasonableness, perform regional benchmarking analysis, and compare proposers' baseline service cost proposals and the incremental cost for additional or expanded service costs. We have consistently found that this approach ensures process integrity by requiring proposers to disclose cost-related data at a granular level, thereby minimizing ambiguity and enabling rigorous validation. This disciplined approach lends itself to clear evaluation criteria by ensuring that all service and financial representations are internally consistent, verifiable, and aligned with service expectations.

Objective by Design

Evaluation Criteria and Methodology: For nearly every procurement we have worked on, HF&H has educated our clients on the different approaches to evaluating proposals and supported processes to ensure each proposal is fairly and objectively evaluated. It is our goal to maximize transparency to the decision makers and reduce the risk of legal challenges in the process. HF&H carefully reviews every competitive procurement proposal submitted and performs a comprehensive analysis of proposers' operational and financial data to evaluate the reasonableness of proposals.

Proposal Evaluation: HF&H's approach to proposal evaluation is to encourage and support our public agency clients in assembling the most appropriate group of evaluators that serve in a singular capacity to support the public's best interest in the responsible procurement of solid waste services for the client's ratepayers. We serve as trusted advisors to our public agency clients and manage and guide the process rather than occupying a seat on proposal evaluation panels, which also serves to help minimize the likelihood of a proposer protesting the evaluation panel. HF&H reviews and evaluates every proposal that is submitted as part of a



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competitive procurement we manage. We consider ourselves a knowledgeable and service-provider neutral third party with deep technical experience procuring solid waste services through competitive procurements. We arrive to each client engagement with no agenda except to deliver outcomes that are in our client and the general public's best interest.

Evaluation Results: The culmination of these collaborative efforts results in the preparation of final work products that may range from the preparation of a summary comparative analysis to the drafting of a complete competitive procurement report that discusses the strengths, weaknesses, advantages and disadvantages of each proposal, that may also include a summary of the outcomes of the evaluation committee's recommendation. HF&H also assists staff in the preparation of staff reports and supporting documentation that will be presented for their council or boards' consideration. Clients have also benefited from HF&H supporting or leading council and board presentations and fielding questions that ultimately lends another layer of neutrality to the process. During competitive procurement processes, HF&H advocates for organizing the RFP process in a manner that provides transparency and clarity to the elected officials and the community that will benefit from and be impacted by any new service agreement(s). The importance of this transparency becomes increasingly important when services are exclusive.

Fresh and Compliant Outcomes

Disciplined Drafting: HF&H is frequently pulled in as an expert or third-party in multi-million dollar dispute resolution proceedings (mediation, arbitration, litigation) on solid waste related contracts that were not drafted with enough clarity and/or discipline to avoid advanced disputes. In the worst cases, these errors result in conflicting requirements or disputes about whether a requirement applies at all. Through this experience, we have developed a very disciplined approach to contract drafting that is intended to minimize these sorts of errors, and we are the most confident we are delivering the best services to our clients when:

- 1) HF&H controls the document at all times, until final review by our clients' attorney or signatures are obtained.
- 2) only a few highly experienced people are allowed to directly edit the document – everyone else funnels comments and requests through them.
- 3) all changes to the document are made in "redline" and reviewed by the Project Manager and the Executive before redlines are accepted.
- 4) a final quality control review for defined terms, section references, spelling, grammar, parallel structure, and consistent phrasing is performed prior to execution.
- 5) a final review by a team member who formerly worked on the contractor side to identify any gaps in logic that may undermine the intent, loopholes that should be closed, or ambiguities that need clarity.

Negotiate Costs, Not Rates: Many solid waste procurement processes request proposers provide rates rather than their costs; however, without the context of the number of subscriptions at various service levels, it is almost impossible to evaluate the true extent of the impact to residents and businesses. We have more than 30 years of evidence that shows that ratepayers get a better deal when their regulators know, understand, and can negotiate



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service provider costs. Similarly to buying a vehicle, you do not want to begin discussing monthly payments, financing, trade-in values, or the optional features of the vehicle until you know exactly the base price of the vehicle, inclusive of taxes and fees.

HF&H has been engaged in more than 600 contracting projects and 1,759 cost of service/rate projects in California, which has provided us an incredible amount of detailed data that other consultants have not assembled. Using this data, HF&H has built a proprietary database of industry proposals and actual operating results that allows us to benchmark proposals in both a competitive and a sole source environment, to: 1) ensure our negotiations are leveraged by the best information available; and, 2) assure the elected officials and public that any proposals received and considered are responsible and adequately resourced to provide quality service. This database informs and empowers us to dig into specific assumptions during negotiations to identify areas that are either under-resourced and may result in poor service or where the proposer has “padded” their assumptions and there may be opportunity to reduce costs. In addition, by establishing a starting cost basis for the contract, there is a mutual understanding of what the assumptions were in the event that there is a change in scope or change in law that impacts the contract. Once costs are fully negotiated and the most current customer subscription levels are contemplated, then and only then should rate relationships, new charges for previously no-charge services, potential migration risk, and actual rates be discussed.

SECTION 2.2 PROPOSED SCOPE OF WORK FOR BENICIA

HF&H has thoughtfully reviewed the City’s Request for Proposals (RFP) and is excited to present our proposed Scope of Work to support the City in the procurement of a future solid waste and recycling services provider. Having just completed negotiations with the City’s current hauler for services provided out of the same operating yard, the same labor union, the same general manager, etc., we have a tremendous amount of insight into the actual costs associated with and attributed to the delivery of services to the City under the current franchise agreement.

We have carefully crafted our proposal to incorporate best practices to: meet the City’s current solid waste and recycling service needs, ensure current regulatory compliance and anticipate and address emerging issues, incorporate opportunities for innovation and sustainability practices, lock in the best value for the services to be provided and minimize ratepayer impacts, manage the City’s risk, maximize clarity, and negotiate and deliver an exclusive franchise agreement that will ultimately allow the City to measure, monitor, track, and enforce future contractor performance.

HF&H is pleased to offer our consistent, uniquely tailored, and responsive support and assistance to the City throughout the entire length of the project services. This Scope of Work includes HF&H serving as the City’s trusted advisor, providing turn-key end-to-end support throughout the RFP process, and leading the tasks outlined in the RFP. Our Scope of Work is organized into five major tasks, each of which include subtasks that are cross-referenced to the City’s scope of work from the RFP. In addition to the services requested in the City’s RFP (Base Services) that are described in this Section 2.2, HF&H has also included optional tasks (Optional Supplemental) that may be considered by the City and included at the City’s discretion, as further described in Section 2.3.



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Figure 2. Base Services Proposal Schedule

BASE SERVICES PROPOSAL SCHEDULE																								
Activity (Task and Subtask)	2026												2027											
	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June	July						
Professional Services Agreement Executed																								
Task 1: Project Kick-off and Schedule Development																								
1.1 Project Kick Off Meeting																								
1.2 Project Schedule Development and Maintenance																								
Task 2: Comprehensive Solid Waste Management Assessment																								
2.1 Information Gathering																								
2.2 Evaluation of Existing Conditions																								
2.3 Stakeholder Engagement																								
2.4 Design Intake & Gap Analysis																								
2.5 Design Intake Process and Recommendations																								
Task 3: Develop Competitive Solid Waste Services Solicitation Package																								
3.1 Request for Proposals (RFP) Document Development																								
3.2 Draft Franchise Agreement Development																								
3.3 Cost Forms Development																								
3.4 Prepare and Release RFP Solicitation Package																								
3.5 Proposer Engagement Activities (Post RFP Release)																								
Task 4: Technical Review and Cost Evaluation																								
4.1 Proposal Review and Evaluation																								
4.2 Evaluation Process Documentation																								
Task 5: Negotiations, Contract Finalization. Presentations																								
5.1 Contract Negotiations																								
5.2 Presentations to City Council																								
Franchise Agreement Approved by City Council																								
Transition Implementation Plan Execution																								
New Franchise Service Agreement Service Commencement																								

Task 1: Project Kick-off and Schedule Development

HF&H is committed to meeting the City's needs and surpassing the City's expectations throughout this project. To do that, HF&H has assembled a strong project team that is ready, willing, and able to hit the ground running. We will keep the project running smoothly and on-time through a timely project kick-off meeting and a tight and detailed schedule. In support of this work, HF&H will perform the following subtasks:

Task 1.1: Project Kick-Off Meeting

HF&H is excited to meet the City's team that will be working on this project and is committed to transparent and open communication throughout the project. HF&H will work with the primary point of contact at the City to understand the City's preferred communication protocols and request contact information for other City staff that will be involved in the project. HF&H will prepare a draft kick-off meeting agenda for the City's review and request available times for the City to meet for the project kick-off and will finalize the agenda. We always prefer in-person meetings over virtual ones, and with HF&H's main office is in Walnut Creek, our close proximity means we will readily available to the City for in-person meetings.



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HF&H expects the project kick-off meeting to be approximately two hours, held in person. Prior to the meeting, HF&H will have already begun our due diligence, as further described in Task 2.1 below, ready jump-start the comprehensive solid waste needs assessment process with a solid footing. The kick-off meeting is intended for introductions, to discuss preferred communication protocols, and discuss the draft project schedule, as further described in Task 1.2 below. HF&H will provide the City with an overview of HF&H's approach to the comprehensive solid waste management assessment and our design intake process, its purpose and importance, and request input from the City on the types of data and documents available to support design intake and inform the RFP.

Task 1.1: Key Deliverables:

- Project Kick-off Agenda
- Meeting Notes with Action Items

Task 1.2: Project Schedule Development and Maintenance

Overarching Project Schedule (RFP Scope: 2.b.i)

In advance of kicking off the project with the City, HF&H will have already begun drafting the overarching project schedule that includes major milestones, document review timelines, and due dates. HF&H recognizes and appreciates that time is of essence on this project, especially with the current exclusive franchise agreement expiring June 30, 2027, and wherein the City expects to bring the fully negotiated exclusive franchise agreement from this procurement process to the City Council for approval in January 2027. This schedule does not afford this project much, if any, slippage.

Detailed Project Schedule (RFP Scope: 2.b.i)

Immediately following the project kick-off meeting described in Task 1.1 above, HF&H will begin refining the project schedule that includes not only the tasks and subtasks identified in this Scope of Work, but the various roles, responsibilities, and review and reversion expectations of HF&H, the City, and the proposer(s) during negotiations. This is critically important to ensure all parties are apprised of what is expected and when, and for HF&H to ensure the City is not only queued up for performing City tasks, but also that the level of effort and workload expectations on City staff, including the City attorney, are thoughtful, reasonable, and aligned with the City's expectations. HF&H will revert a draft to the City for review, will request input from the City on the major and minor milestones, draft and final deliverables, and the delineation of roles and responsibilities between HF&H, the City, and the proposer(s) throughout negotiations. HF&H will solicit input from the City on the reasonableness of the timelines and ensure enough time has been built into the project for the preparation of reports and presentations to the City Council for the RFP and draft franchise agreement, the options available to the City in selecting its future solid waste and recycling service contractor, and/or the final recommendation.

Managing and Delivering On-Schedule (RFP Scope: 1.h.i, 2.b.i, 2.b.ii)

HF&H has a history of delivering its projects completely, and on time, even considering unexpected twists and turns and mid-project pivots that expand rather than contract the scope of work. A recent example is HF&H's engagement with the RecycleSmart, the Central Contra Costa Solid Waste Authority (CCCSWA), which was much more complex and



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constrained than the City's procurement. The project began in the summer of 2023 and needed to be concluded in the summer of 2025. For CCCSWA, in less than two years, HF&H completed two separate and sequential RFP processes, one for post collection and another for collection, and fully negotiated five separate exclusive service agreements with three different providers.

For the City, once the project schedule is in final form, and throughout the duration of the project, HF&H will maintain and update the project schedule to track due dates, completion of and progress on tasks, and work alongside the City to make any necessary changes as the project progresses. HF&H will also be meeting with the City regularly and will provide informal progress reports that will include meeting notes, action items, and schedule updates. Throughout the term of the engagement, HF&H will also be proactively communicating on overall project progress, unanticipated obstacles with recommended solutions, new opportunities that have arisen, and critical decision-making matters to ensure the project remains on schedule.

Task 1.2: Key Deliverables:

- Overarching and Detailed Project Schedule
- Meeting Agendas, Notes, and Action Items
- Project Status and Schedule Updates

Task 2: Comprehensive Solid Waste Management Assessment

HF&H appreciates the City's recognition of the importance of a comprehensive solid waste management assessment and we agree – it is critical to identify current conditions and evaluate the City's solid waste needs moving into the future. HF&H is committed to engage stakeholders early in the process, to review the current system within the context of the current regulatory landscape, perform a thoughtful market analysis, and identify opportunities to integrate sustainability practices. HF&H is committed to performing the work necessary to assess the current system and make recommendations and guidance to position the City well into the future. In support of this work, HF&H will perform the following subtasks:

Task 2.1: Information Gathering

Identifying and Sourcing Data (*RFP Scope: 1.i.i, 2.c*)

This task includes identifying documents and other sources of information and data to support the evaluation of existing conditions and performance of the comprehensive needs assessment, inclusive of a regulatory compliance review, market analysis, and sustainability practices described in this Task 2. Additionally, it includes activities related to contract and support, performance evaluations, and negotiations, as described in Task 5. HF&H will identify the data and other information needed and the most appropriate mechanism to source the information and data.

Preparation of Request for Information (*RFP Scope: 1.i.i, 2.c*)

For documents and other information best sourced through the City and/or the City's current hauler, HF&H will develop a Request for Information (RFI) that details what HF&H believes to



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be the source of the information needed and/or will describe the information needed and request the source be identified by the City and/or current hauler.

Independent Information and Data Sourcing (RFP Scope: 1.i.i, 2.c)

For documents and other information that is more appropriately sourced independently, or where HF&H is performing market analysis or other comparative assessments/evaluations, HF&H will identify and source those documents and/or data independent of the City and the City's current hauler.

Task 2.1: Key Deliverables:

- Request for Information (RFI)
- List of Documents/Data Reviewed

Task 2.2: Evaluation of Existing Conditions

Franchise Agreement Review (RFP Scope: 1.i.1)

As a first step in the evaluation of existing conditions to inform the comprehensive solid waste needs assessment, HF&H will complete a thorough review of the current exclusive franchise agreement between the City and its current hauler. HF&H's review will focus on service-related provisions, programmatic requirements, the rate structure and compensation adjustment methodology, and the standard boilerplate business terms. This review will help HF&H identify gaps between existing conditions and the City's future goals. This review will also support the gap analysis, regulatory compliance review, serve as the starting point for the market analysis, help identify opportunities for integration of sustainability practices, and become the baseline conditions for the design intake document (Task 2.5) and inform the RFP document (Task 3.1) and the draft franchise agreement to be developed (Task 3.2).

Regulatory Compliance Review (RFP Scope: 1.b.i, 1.b.ii)

HF&H will conduct a regulatory compliance review that will be based on the information and data gathered in Task 2.1, including the existing franchise agreement, reports, and other data derived from the City, the current hauler, and/or external sources. HF&H will review, assess, and evaluate the City's compliance with the City's municipal code, and other current local, state, and federal regulations related to solid waste management services and other related mandates. HF&H will also assess the presence and/or absence of known regulatory requirements and evaluate the sufficiency of the current exclusive franchise agreement relative to known and anticipated emerging issues. HF&H will then identify potential areas of improvement and/or optimization of the City's solid waste system that will help inform the drafting of the Request for Proposals (RFP) and the future franchise agreement to meet current and evolving environmental standards.

Comparative Market Analysis (RFP Scope: 1.c.i)

HF&H has extensive experience in the Bay Area and throughout California relative to the current market conditions for waste management services, including the vendors qualified to provide the types of services the City is soliciting, the types of services included in exclusive franchise agreements throughout the region, and the costs and charges associated with the



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provision of those services. In addition to our firmwide database that informs our market analyses for clients, HF&H recently supported:

- RecycleSmart, the Central Contra Costa Solid Waste Authority (CCCSWA), in its entire system-wide solid waste design and two-phased procurement process that included two RFPs, one for post-collection services (recyclable materials processing, organics composting, solid waste disposal, and transfer services) and the other for collection services once the CCCSWA knew where each of the various materials would be delivered by route vehicles.
- RecycleMore, the West Contra Costa Integrated Waste Management Authority (WCCIWMA), in post-RFP sole source negotiations for solid waste, recyclable materials, organics, and construction and demolition debris collection, processing, composting, and disposal, and the Household Hazardous Waste program.
- The City of Vacaville in their sole source negotiations with Recology Solano County to extend the Vacaville franchise agreement and HF&H is currently in negotiations with to amend the franchise agreement.

We expect these recent engagements to be of incredible value to the City – they are in close geographic proximity to the City and the proposals and negotiations were with the same service providers we would expect to see in the City’s solid waste procurement. Additional information on activities related to identifying qualified potential vendors and increasing competition can be found under Task 3.4.

Sustainability Integration (RFP Scope: 1.f.i)

During review of the existing franchise agreement HF&H will identify existing sustainability practices, whether required or voluntary, and evaluate whether they remain relevant and meaningful and worth preserving, have become stale or dated and worth dropping, or where new approaches and/or best practices have emerged in their place that should be modified and continued. HF&H will also review other source documents provided by the City (e.g. City policies and/or ordinances) and consider the outcomes of the market analysis to further identify opportunities to enhance sustainability practices and programs within the solid waste management services being procured. Sustainability practices may include customer-facing programs, company-based initiatives, City-based initiatives that the hauler might support, opportunities for collaboration on eco-friendly initiatives and/or technologies, and other operational programs and procedures that might be considered for inclusion in the RFP as required or optional.

Surveys and/or Interviews (RFP Scope: 1.i.i, 2.c)

To the extent that HF&H needs clarification or to identify sources of additional information to be gathered in support of performing the comprehensive needs assessment, additional surveys and/or interviews will be conducted.

Task 2.2: Key Deliverables:

- List of Documents/Data Reviewed
- List of Follow-up Interviews/Surveys



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Task 2.3: Stakeholder Engagement

Stakeholder Engagement Scoping (*RFP Scope: 1.e.i, 1.e.iii*)

We appreciate and support the City's desire to foster transparent communication and collaboration throughout the entire procurement process, from the initial scoping and comprehensive solid waste management assessment and procurement planning, through the contract award timeline and transition period. We know that public agencies place a high value on engagement with their communities when making major decisions like this in order to gauge satisfaction with the current programs and hauler, and discuss and educate stakeholders on the tradeoffs associated with service enhancement relative to rate impacts. We strive to minimize surprise. HF&H also recognizes the scope and schedule for stakeholder engagement during each distinct stage of the procurement process can add significant costs and may not be feasible given the short procurement timeline.

HF&H is similarly committed to delivering the best proposal to the City that is responsive to the requirements of the RFP and sensitive to the overall pricing proposal and project schedule. HF&H will support and assist the City in hosting up to a total of two community meetings, business association meetings, open houses, and/or committee meetings prior to the release of the RFP to gather stakeholder feedback. In addition to the two engagements described in this section, HF&H also encourages the City to consider bringing the RFP solicitation package to the City Council prior to release of the RFP, which would afford another opportunity for early stakeholder in a public setting. HF&H will prepare the necessary slides and make the presentations. HF&H will also be available to support the City in the preparation of up to two iterations of three types of public-facing materials to engage residents and businesses. HF&H has found that most communities find this level of early stakeholder engagement adequate, and we believe this is likewise true here, especially considering the City is already committed to bringing this item to the City Council at least twice. HF&H is also experienced in providing our clients with a much greater level of stakeholder engagement support for an even more robust process if that is desirable for the City and can be accommodated within the schedule.

Prospective Proposer Outreach (*RFP Scope: 1.c.ii*)

The City will also benefit from HF&H's industry relationship to conduct outreach to gauge the interest of various service providers in potentially proposing on the City's RFP. When this work is done early, prior to completing the design intake process described in Task 2.5, we can advise the City about potential terms or decisions by the City that may impact competition. This early work also serves to afford valuable intel and creates an opportunity for HF&H to socialize any possible concerns we may be hearing from companies relative to their interest and/or intention in submitting or not submitting a proposal.

Task 2.3: Key Deliverables:

- Stakeholder Engagement Presentation
- Public-Facing Collateral



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Task 2.4: Design Intake Document & Gap Analysis

Design Intake Document (RFP Scope: 1.a.i)

Shortly after the project kick-off meeting in Task 1.1, the HF&H team will begin developing the design intake document to inform the design intake process. The design intake process is the foundation on which the entire RFP process is built and incorporates the findings from the comprehensive solid waste management assessment and is the framework of the gap analysis.

Existing Conditions and Gap Analysis (RFP Scope 1.a.i, 1.h.ii)

Upon receiving the information and data and other relevant documentation described in Tasks 2.1 and Task 2.2 and the learnings from the stakeholder engagement activities in Task 2.3, the HF&H team will begin populating the design intake document. The design intake document includes a summary of existing services, potential gaps, regulatory compliance considerations, programmatic considerations, sustainability integrations opportunities, etc. The HF&H team will incorporate its findings, request clarifications from the City, and identify critical decision-making points in preparation of the design intake meeting. During this process, HF&H will identify gaps in data or areas where HF&H needs additional information to further populate the design intake frameworks to optimize the effectiveness and productivity of the design intake process and meeting.

Task 2.4: Key Deliverables:

- Design Intake Template
- Existing Conditions and Gap Analysis

Task 2.5: Design Intake Process & Recommendations

City Engagement to Drive RFP Scope (RFP Scope: 1.e.ii, 1.h.ii, 1.i.ii)

HF&H's standard procedure is to use the design intake document developed in Task 2.4 as a working document for the first design intake meeting. In advance of the design intake meeting(s), HF&H will prepare and distribute a short form agenda to provide an overview of the design intake process and thoughtfully prepare attendees for the critically important work that flows from this meeting. HF&H will request available dates and times for design intake attendees to meet in person and will finalize the short form agenda and send out a meeting invitation. For the purposes of this proposal, our scope of work and proposed budget for this activity assumes up to six hours of in-person meeting time that can be broken up into two meetings or consolidated into one long meeting. Alternatively, if the City prefers a single shorter meeting and prepare a set of written recommendations, we can instead use this time for this purpose.

Scoping Framework and Recommendations (RFP Scope: 1.b.ii, 1.c.ii, 1.d.ii, 1.f.ii, 1.h.ii, 2.a.ii)

HF&H expects the in-person design intake meeting(s) to be approximately three hours each and held at a reasonably convenient and accessible location selected and arranged by the City. The purpose of this meeting is to walk the attendees through the existing services and discuss a multitude of items ranging from whether there are programs the City desires to



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make available to residents “no additional charge” to whether the City desires to add new on-call programs or expand/contract the scope of street sweeping. The City’s input and guidance from the design intake process will inform our preparation of an RFP framework that will ultimately become an exceptionally clear and concise solicitation package for proposers. HF&H aims to gather as much input from the City as possible through this process, identify where consensus is easy to reach and where issues may need further consideration, and where we will begin to stack-rank the City’s priorities to inform Task 3.

Critical Decision-Making Points (*RFP Scope: 1.d.ii, 2.a.ii, 2.b.iii*)

Importantly, there will be two critical decision-making points during the scoping for the City’s competitive procurement process that are best discussed and decided early, so they will be part of the design intake process. These two critical decisions are: 1) the approach the City desires to take with proposer exceptions, and 2) whether the City desires to solicit cost proposals in the form of customer rates or service provider costs. We very much look forward to discussing these two topics with the City and how these two facets of the procurement process relate to each other, the schedule, and the overall budget. For the purposes of this Task 2.5, we assumed:

- 1) The RFP solicitation package will specify cost proposals must be provided based on the draft franchise agreement as it was written, and where proposers must offer incremental cost reductions for each exception taken to be considered. For the purposes of this proposal, we assumed mild to moderate level of effort relative to negotiating proposer exceptions.
- 2) The RFP solicitation package will solicit service provider costs, rather than rates, and the cost forms will reflect a scaled-back version of HF&H’s normal approach to cost forms that will require moderate but not extensive detailed review, and that is sufficient to review, validate, and compare proposals and where the cost forms.

Task 2.5: Key Deliverables:

- Design Intake – Framework and Recommendations

Task 3: Develop Competitive Solid Waste Solicitation Package

Throughout this process, the City will be able to rely on HF&H to perform the work necessary to prepare a robust and comprehensive Request for Proposal (RFP) solicitation package to maximize competition and solicit the best value proposals for the City. The subtasks below reflect HF&H’s strategic approach to ensure the RFP and draft franchise agreement are aligned with the City’s local goals and priorities, meets or exceeds regulatory compliance requirements, and have all the necessary and relevant legal terms consistent with the City’s objectives and applicable state mandates. Additionally, HF&H will work in collaboration with the City to develop the proposal specifications, technical specifications, scope the work and other information that will be required by proposers including the minimum performance standards the City’s next service provider will be required to achieve. HF&H has drafted RFPs that range from exceptionally detailed, comprehensive, and prescriptive to mini-RFPs that provide only the information necessary for proposers to prepare a responsive and responsible proposal. We expect the work for the City to fall somewhere in-between.



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The City will receive a complete RFP solicitation package with staggered iterations of each of the three major components of the solicitation package to minimize the workload on City staff to review each of the documents. Throughout this process, the City will be able to rely on HF&H to support and help the City navigate what City's efficient and expedited review. HF&H will be responsible for ensuring consistency and congruency across all the documents included in the complete procurement solicitation package that includes:

- 1) Request for Proposals (RFP), including supporting documentation
- 2) Draft franchise agreement and exhibits, as appropriate
- 3) Cost forms that reflect the services outlined in the RFP

In support of this work, HF&H will perform the following subtasks:

Task 3.1: Request for Proposals (RFP) Document Development

Proposal Evaluation Criteria (RFP Scope: 1.d.ii, 1.e.ii, 1.h.i, 2.b.iii)

The City will best receive results from a fair, objective, transparent, and defensible criteria for reviewing and evaluating solid waste service proposals received as part of the RFP. HF&H has participated in designing or recommending criteria for reviewing and evaluating proposals for nearly every procurement we have worked on. We bring out background and experience to support the City in developing a process for ensuring each proposal is fairly and objectively reviewed and evaluated. HF&H will work in collaboration with City staff to design evaluation criteria and an objective framework to evaluate each proposal relative to at least five factors: 1) technical approach and operational capabilities, 2) customer service and community engagement, 3) environmental performance and innovation, 4) proposed rates and cost-effectiveness, and 5) experience and qualifications.

Ranking Methodology and Evaluation Process (RFP Scope: 1.d.ii, 1.e.ii, 1.h.i, 2.b.iii)

The City can rely on HF&H to support the establishment of guiding principles for how the evaluation panel will arrive at its recommendation. HF&H will meet with the City to understand the extent to which the City desires to memorialize or formalize the process used for evaluation. After gaining additional context on the City's desires, HF&H will help support the City in preparing language to describe the approach that was taken in designing the review and evaluation criteria and the reasoning behind the approach. The outcomes of this process will be included in the RFP document that is part of the RFP solicitation package.

RFP Solicitation Document (RFP Scope: 1.a.ii, 1.d.i, 1.d.ii, 1.g.i, 1.g.ii).

HF&H will prepare the first draft of the Request for Proposals (RFP) for "Refuse, Recyclable Materials, Compostable Materials, Household Hazardous Waste and Street Sweeping" services and expects to provide an initial draft to the City, receive City comments and feedback, and then HF&H will prepare the final document for release. We request a single set of non-conflicting and consolidated comments using the comments and track changes features in Word to ensure accuracy and cost-effectiveness of our incorporation of the City's feedback. Between the initial and final draft, HF&H expects to have a meeting to address comments and questions and identify where additional data may be needed or where a decision might need



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to be escalated within the City. Throughout this process HF&H staff will be available to discuss specific issues, as needed.

- 1) The first iteration will be a complete draft of the RFP for the City's review and comment. HF&H will identify any missing or incomplete information that relies on input or information from the City.
- 2) After HF&H reviews the City's comments, redlined edits, and any other changes, HF&H will prepare the final draft of the RFP for the City's final review. During this last and final review, we ask that the City only provide comments on new or revised text only, rather than comments on text or other information that was provided in the first. Finally, HF&H will perform an administrative review of the final draft to prepare the final RFP for distribution as part of the complete procurement solicitation package.

Importantly, the RFP will also include a requirement for each proposer to prepare a transition implementation plan. The plan will provide the proposer's intentions and approach to ensuring a seamless handover from the current hauler to the selected hauler. This scope will require proposer's prepare a detailed plan that covers all aspects of the transition including: a detailed schedule, intentions and approach to working with the existing hauler, procuring and deploying new capital (e.g. containers, vehicles, etc.), hiring and training employees, performing customer outreach and education related to the transition and the roll out new and/or modified services, etc., and requests proposers anticipate and articulate how they will proactively resolve issues that may be expected to arise. As part of Task 5.1, the negotiations with the selected proposer(s) will include thorough and robust review of the transition implementation plan to minimize any disruption in the provision of solid waste services throughout the transition period

Task 3.1: Key Deliverables:

- Final Request for Proposals Document

Task 3.2: Draft Franchise Agreement Development

Selection of the Starting Point for Drafting (RFP Scope: 1.a.ii, 1.d.i, 1.d.ii)

A critical early step in this project will be for the City and HF&H to align on the "starting point" for drafting the new franchise agreement. While some solid waste consultancies may insist on their "template" agreement as a starting point, or those who may need to use your existing franchise agreement as a starting point because they haven't developed a "template," HF&H has a lot of experience working in documents drafted by lots of different attorneys, consultants, and agency staff. This experience allows us to dig deeper into the specific issues surrounding your process to tailor a solution based on the specific considerations of your project. While we would not be so bold as to make a strong recommendation prior to speaking to the City about the benefits and drawbacks of each approach, there are advantages and disadvantages to each approach that need to be considered. HF&H recommends, either during development of a consultant contract or during the initial design intake process, discussing the trade-offs of the potential starting points with the City prior to any document drafting.

Whether the starting point is a City-provided template franchise agreement, or a template franchise agreement provided by HF&H, the current scope of services being provided to the



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City and its ratepayers/subscribers will need to be thoughtfully drafted and brought into any new agreement.

Preparation of the Draft Franchise Agreement (RFP Scope: 1.a.ii, 1.d.i, 1.d.ii)

Regardless of the document the City prefers to begin with, the City will benefit from HF&H's disciplined and efficient approach to drafting the draft franchise agreement. The City can rely on the draft franchise agreement reflecting the outcomes of the comprehensive solid waste management assessment and the City's input throughout the design intake process.

- 1) **Using the Current Franchise Agreement as the "Starting Point".** Under this scenario, the City would provide editable digital documents of the entire franchise agreement and all exhibits. Because these documents tend to be old, our first step is always to check for document corruption first. HF&H would then evaluate the most efficient way to propose modifications to the City relative to new programs, regulatory compliance, new sustainability practices, more "boilerplate" provisions, and other protections we would strongly advise the City to consider (e.g. Change in Law). HF&H would then develop a game plan for presenting these changes in the cleanest and most efficient way, while maintaining the aspects of the agreement that were desirable to the City. HF&H may also recommend re-organization of the document and/or moving significant sections from the body of the franchise agreement to exhibits to make it easier for the City to manage and track performance, evaluate compliance, and resolve disputes. The following are some examples of the additional work that may be required, but this is certainly not an all-inclusive list:
 - Defined Terms
 - Exclusivity Provisions
 - Regulatory Compliance
 - Rate Adjustments
 - Changes in Scope/Law
 - Dispute Resolution
 - Indemnity, Insurance, Performance Bonds, and Termination
- 2) **Using an HF&H Provided Agreement as a Starting Point.** Under this scenario, HF&H would provide the City with a template franchise agreement that would serve as the "starting point." Because we are the original drafters of the template, we are confident that our starting point for drafting the new franchise agreement is solid and does not inadvertently include concessions that may have been made through any prior negotiations and is regulatorily compliant.

Starting with a recent HF&H franchise agreement ensures our "starting point" is broad and offers the City many alternative approaches that could be taken for various issues without drafting new language. Such issues may include: services, compensation mechanics, performance standards, liquidated damages/corrective action, education and outreach, billing, dispute resolution, record keeping/reporting, etc. In addition, it includes a very broad range of potential service descriptions. This would necessarily require tailoring to select desired approaches and remove ones that are not selected.

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Additionally, starting with an HF&H template franchise agreement will ensure the City has the latest and the greatest of our service offerings that have been seen by almost a dozen contractors statewide and where we have already incorporated revisions where we saw consistency in the objections and exceptions taken by contractors. Further, every time HF&H supports a client in a dispute resolution matter, we make changes to our franchise agreement template that help to anticipate, clarify, and/or establish mechanisms to resolve those issues, and ensure the agreement also reflects current caselaw related to Proposition 218 and Proposition 26.

Tailoring the Draft Franchise Agreement to the Design Intake (*RFP Scope: 1.a.ii, 1.d.i, 1.d.ii*)

The City can trust that each issue and service specification identified by the City in the design intake process will be thoughtfully documented in the draft franchise agreement. HF&H expects to provide an initial draft to the City, receive City comments and feedback, and then HF&H will prepare the final draft franchise agreement for inclusion in the RFP solicitation package. During the City's review, we request a single set of non-conflicting and consolidated comments using the comments and track changes features in Word to ensure accuracy and cost-effectiveness of our incorporation of the City's feedback. Between the initial and final draft, HF&H expects to have a meeting to address comments and questions and identify where additional data, input, or guidance may be needed or where a decision might need to be escalated within the City. Throughout this process HF&H staff will be available to discuss specific issues, as needed.

- 1) The first iteration will be a complete draft franchise agreement for the City's review and comment. HF&H will identify any missing or incomplete information that relies on input or information from the City.
- 2) After HF&H reviews the City's comments, redlined edits, and any other changes, HF&H will prepare the final draft franchise agreement for the City's final review. During this last and final review, we will ask that the City only provide comments on new or revised text only, rather than comments on text or other information that was provided in the first. Finally, HF&H will perform an administrative review of the final draft to prepare the final RFP for distribution as part of the complete procurement solicitation package.

Task 3.2: Key Deliverables:

- Final Draft Franchise Agreement

Task 3.3: Cost Forms Development

Developing Cost Forms to Be Completed by Proposers (*RFP Scope: 1.a.ii, 1.d.i, 1.d.ii*)

Based on the required and optional services selected by the City, and our assumptions about soliciting costs rather than rates from proposers mentioned in Section 2.5, HF&H will create a set of forms for the RFP solicitation package. The cost forms will solicit operational, cost, and/or rate-related information from the proposers. HF&H's typical cost forms require a very granular level of detail and allow HF&H to evaluate, validate, and benchmark all cost-related factors including, but not limited to, separate and interrelated forms to capture the following:



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- Staffing levels, wages, and benefits to capture all labor costs (about 70% of the total system), differentiated between straight-time, over-time, PTO, benefits, payroll taxes, etc.
- Capital expenses, both direct and allocated, and depreciation for all equipment, facilities, and start-up capital that is required to perform the services over the term of the agreement.
- Operating profiles detailing the assumptions about routing and productivity.
- Detailed pro-forma cost build-ups and overhead allocations to understand the budget for every account in the P&L.

Task 3.3: Key Deliverables:

- *Final Cost Forms*

Task 3.4: Prepare and Release RFP Solicitation Package

Identification of Qualified Service Providers (RFP Scope: 1.c.ii)

The City can rely on HF&H and our proprietary database of over 150 interested parties in California to maximize competition in this procurement. This list includes contact information within private and publicly traded companies that can be queried by region and the services provided by these companies in each region. The database is updated quarterly by HF&H's executives, senior project managers and managers to ensure contact information remains current. HF&H will discuss our interested parties list with City staff to ensure full coverage on our planned distribution list and will continue to maintain and update our database until the day the RFP solicitation package is distributed. Once the RFP is ready to be distributed, HF&H utilizes our database to curate a list of interested parties specific to our client's competitive procurement and distributes the RFP.

Presentation to City Council (RFP Scope 2.d.i, 2.d.ii)

While not specifically requested, HF&H strongly recommends bringing the final draft RFP solicitation package to the City Council for their review and approval prior to issuance. This is both a courtesy that can readily be afforded to the City Council and invites elected officials to have some ownership in the process. We have found this to be an instrumental step toward transparency and public engagement that greatly reduces the potential for issues to arise later and is even more important when the procurement schedule is tight and doesn't leave a lot of room for slippage. Solid waste service contracts are high value, long-term and can be politically charged. Where there is potential community interest related to solid waste services and rates, we have found early engagement with elected officials to be a very small investment of time and energy that helps facilitate a smoother overall process. HF&H will be available to support the City in bringing the final RFP solicitation package to the City Council for review and approval prior to issuance. While HF&H did not include bringing the final draft RFP solicitation package to the City Council prior to issuance, HF&H did include preparing for, making presentations, and participation in up to two City Council meetings under Task 5.2. If the City determines this is more valuable than having HF&H involved in two City Council meetings near the end of the procurement process, HF&H would enthusiastically oblige.



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Release of the RFP Package (RFP Scope: 1.a.ii, 1.d.i, 1.d.ii, 1.g.i, 1.g.ii)

HF&H is ready, willing, and able to handle all aspects of digitally release the RFP package to our qualified vendors/prospective proposers list will manage the list of interested parties to ensure the responses to proposer questions and any issued addenda are delivered to all interested parties. To the extent that the City desires to use its bid portal, we can easily adapt our process to accommodate the needs of the City.

Task 3.4: Key Deliverables:

- List of Selected Prospective Proposers
- Complete RFP Package
- Presentation to City Council (as requested)

Task 3.5: Proposer Engagement Activities (Post-RFP Release)

Pre-Proposal Meeting (RFP Scope: 1.e.i, 1.e.ii, 1.e.iii)

Following the issuance of the RFP, HF&H will coordinate and facilitate a one-hour virtual pre-proposal meeting. In advance of the meeting, HF&H will work with the City and prepare a presentation that provides an overview of current services, an overview of services changing or new services being requested, and other relevant information including the requirements and timelines for the RFP process.

Proposer Q&A and RFP Addenda (RFP Scope: 1.e.i, 1.e.ii, 1.e.iii)

HF&H will also manage the proposer question and answer (Q&A) process related to the RFP solicitation package. HF&H expects to manage and facilitate up to 30 questions from proposers about the scope, process, facilities, customer profiles, programs, billing terms, etc., that are included in the RFP. This is a normal part of the RFP process that is important for ensuring proposers' understanding and receiving the best possible proposals. HF&H will rely on City staff to support responses related to City-specific issues like the location of public litter containers, the street sweeping schedule, or matters related to City-required insurance or indemnity provisions.

Task 3.5: Key Deliverables:

- Pre-proposal Presentation
- Proposer Q&A
- Addenda to the RFP

Task 4: Technical Review, & Cost Evaluation

HF&H is committed to performing the work necessary to ensure each proposal is reviewed for completeness and compliance with the requirements of the RFP, that a thorough technical review and evaluation is performed, and that cost proposals are reviewed and evaluated for mathematical accuracy and logical consistency. In support of this work, HF&H will perform the following subtasks:

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Task 4.1: Proposal Review and Evaluation

Develop and Complete Proposal Evaluation Tool (RFP Scope: 1.h.ii, 2.b.iii)

HF&H will prepare a proposal evaluation tool using the framework and form of the final RFP that will include separate tabs that will be used to 1) review each proposal for completeness and identify any requirements that were missing or incomplete, 2) identify and compare the technical aspects of each proposal, and 3) incorporate the evaluation criteria.

Completeness and Technical Review (RFP Scope: 1.h.ii, 2.b.iii)

HF&H will conduct an initial evaluation of the proposals to ensure completeness and compliance with the requirements of the RFP using the proposal evaluation tool. This review will identify any areas of the required proposal(s) that were missing and will produce a summary recommendation about which proposals to: 1) accept; 2) accept with certain required corrections; or, 3) reject as non-compliant. HF&H will then perform a complete technical review of each of the proposals received using the proposal evaluation tool, and will also review proposals for alignment with SB1383, AB 341, AB 1826, and other applicable legislation. HF&H will evaluate each proposer's ability to meet service specifications, including operational capacity, equipment, staffing, financial strength, and history of regulatory compliance.

Cost Proposal Review and Analysis (RFP Scope: 1.h.ii, 2.b.iii)

HF&H will review proposer cost forms and perform an analysis of service provider costs for mathematical accuracy and logical consistency. Clients are often surprised by how many proposals come in with substantial math or cell-reference errors. HF&H does an initial review of proposer costs to make sure that they were assembled completely and correctly and that we fully understand all assumptions. Once all the clarifications are received from proposers and any necessary mathematical or cell-reference corrections are made, as further described below, HF&H will prepare a high-level summary that compares cost proposals received.

Proposer Written Clarifications (RFP Scope: 1.h.ii, 2.b.iii)

The written clarification process provides the City and HF&H an important opportunity during the process reviewers have a different understanding of what is being conveyed or where we do not fully understand what is being proposed or where we will identify inconsistencies in assumptions or critical gaps or overlap. This process affords each proposer an opportunity to answer specific questions, resolve any inconsistencies across the proposal or the cost forms, or the proposal relative to the cost forms.

Following initial review of proposals and cost forms, HF&H will prepare written clarifications for proposers and invite the City to review the questions and add any that may have surfaced during the City review and manage and track proposer responses. Clients appreciate the neutrality of our oversight and benefit improved process transparency. During this process, it is important to note that proposers are not permitted to materially change their written proposal or make any changes to their assumptions or costs from their original submittal.

The importance of this process can be illustrated using a recent example from one of our competitive procurement projects with a local client. The cost forms revealed a discrepancy in the operating statistics related to the number of trucks and drivers we were seeing reflected



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in labor expenses and the vehicle depreciation schedule. Our client was also concerned about whether the proposer had enough trucks and routes. It was through this process that we were able to work with our client, and the proposer, to dig into their operating statistics, validate their assumptions, and ensure our client was getting what the ratepayers would be paying for and that there were indeed enough routes.

Annotation of Proposer Exceptions (RFP Scope: 1.d.ii, 2.a.i)

HF&H will review all the comments, proposed revisions, and “exceptions” taken to any provisions of the draft franchise agreement by proposers. HF&H will annotate each proposed change or comment with color coding and notes that indicate our recommendations to accept, reject, or discuss any proposed changes. HF&H will also prepare an “exceptions digest” that will be provided to the City and City attorney for review, alongside the annotated draft franchise agreement. HF&H will then meet with the City and City attorney to get aligned on the matters to be resolved during negotiations. For “exceptions,” we will indicate whether such “exceptions” are material or non-material. HF&H will provide the annotated document to the City to review in advance of the meeting.

Task 4.1: Key Deliverables:

- Proposal Evaluation Tool
- Proposal Evaluation Document
- Contract Exceptions Digest

Optional Supplement: In addition to the Cost Proposal Review and Analysis activities described above, HF&H has prepared an Optional Supplemental in Section 2.3, Task B to perform additional Rate Modeling and Impact Analysis if such activities are desired by the City.

Task 4.2: Evaluation Process Documentation

Proposal Evaluation Summary (RFP Scope: 1.h.ii, 2.b.iii)

HF&H will prepare a preliminary high-level summary of the completeness of each proposal and an evaluation of each proposal’s technical approach that would be supported by the data provided in the proposal evaluation tool. It is HF&H’s expectation that this preliminary evaluation memo may be used as preparatory content to guide discussions with the evaluation panel, City staff and/or the City Council. It has been HF&H’s experience that until the City and the evaluation panel complete their review and any additional rounds of clarification(s) and/or proposer interviews have occurred, the initial findings from this task may not be ready to serve as a stand-alone work product.

Process Transparency (RFP Scope: 1.h.ii, 2.b.iii)

Throughout the engagement, HF&H will document the process and the outcomes to ensure transparency and ensure procedural integrity that are related to the proposal evaluation criteria and methodology, and in evaluating and ranking proposals; however, such documentation may be limited to correspondence and document transmittals with the City. HF&H will prepare a high-level summary report that provides an overview of the competitive procurement process, service provider engagement efforts, the proposal evaluation criteria



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and methodology, completeness and technical review performed, cost proposal analysis, use of and outcomes from the proposal evaluation tool.

Task 4.2: Key Deliverables:

- Preliminary Proposal Evaluation Summary
- Process Integrity Summary

Optional Supplement: In addition to the Evaluation activities described above that will be performed by HF&H, we have also prepared an Optional Supplemental in Section 2.3, Task A for City Proposal Review and Evaluation Support that may be desirable for the City to consider.

Task 5: Negotiations, Contract Finalization, Presentations

HF&H is committed to performing the work necessary to lead and track negotiations, provide assistance to the City throughout negotiations, draft and revise provisions to reflect negotiated outcomes, facilitate the development of robust implementation exhibits, complete administrative review and agreement finalization, make presentation(s) to the City Council, and ensure the final agreement aligns with the City's goals and Council direction. In support of this work, HF&H will perform the following subtasks:

Task 5.1: Contract Negotiations

Facilitating Negotiation Meetings (RFP Scope: 2.a.i, 2.a.ii, 2.b.ii)

HF&H will organize, schedule, and attend negotiation meetings with the selected proposer. HF&H will develop the agendas, provide strategic recommendations to shape the unfolding of issues to be negotiated and agendaized, and be available for alignment pre-meetings with the City and post-meeting downloads in support of team alignment and efficient resolution of pending issues to drive beneficial outcomes for the City. HF&H will either prepare meeting notes or will use the track comments feature during negotiations to document issues that have been resolved or that are still pending. HF&H will track action items and ensure negotiations are timely advanced and documents that need to be provided or developed are submitted for review and/or approval.

Lead Negotiations (RFP Scope: 2.a.i, 2.a.ii, 2.b.i, 2.b.iii, 2.c.i, 2.c.ii, 1.g.i, 1.g.ii)

HF&H will lead negotiations with the selected proposer(s) and provide ongoing strategic contract negotiation assistance to the City throughout negotiations. HF&H expects to negotiate on material exceptions taken to the agreement, proposed costs, and details of the transition implementation plan from the selected proposer(s') proposal. HF&H expects to draft clarifying language relative to the new and modified services to be provided, customer rates based on the selected proposers(s) final negotiated cost, and other business terms that maximize the provision of services with the lowest risk and lowest overall cost. Additionally, HF&H will review, evaluate, and recommend revisions to the selected proposer's transition implementation plan, and schedule, to minimize any disruption in the provision of solid waste services throughout the transition period.

As mentioned in Task 2.5, the scope, complexity and duration of negotiations will be impacted by the City's desired approach to dealing with proposer exceptions. For the purposes of this



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proposal, our scope of work and proposed budget assume a mild to moderate level of effort relative to negotiating proposer exceptions. Accordingly, our scope of work and proposed budget assumes negotiations would commence with one service provider and include two in-person negotiation meetings that are two hours each and include one hour of pre- and post-meetings with the City to prepare for and debrief.

Drafting and Tracking Negotiated Outcomes (RFP Scope: 2.a.i, 2.a.ii, 2.b.i, 2.b.iii, 2.c.i, 2.c.ii)

HF&H will track and unfold issues during negotiation meetings, drafting new language in real-time during the meetings using the track changes feature to drive timely consensus. HF&H will document the basis and/or context for the changes, including any items that may be contingent on edits being made in another section or where parallel changes need to be made elsewhere in supplemental documents. HF&H does our best to maintain document quality throughout the process and we also recognize franchise agreements are an incredibly detailed, nuanced, and complicated set of documents that create long contractual arrangements that the City will ultimately be responsible for. For these reasons, and because fresh eyes often spot things that familiar eyes don't, we strongly recommend the final step before bringing the franchise agreement to the City Council to consider is for the City attorney and risk manager to complete a cover-to-cover review. HF&H will be available to the City attorney and/or risk manager during this process.

For the purposes of this proposal, our scope of work and proposed budget assumes most drafting will happen during negotiation meetings. HF&H will be available to offer support between each of the negotiation meetings to review specific sections or provisions requested by the City.

Task 5.1: Key Deliverables:

- Negotiation Meeting Agendas and Action Items
- Final Transition Implementation Plan
- Final Negotiated Franchise Agreement

Task 5.2: Presentations to City Council

City Council Reports (RFP Scope: 1.h.ii, 2.b.iii, 2.d.i, 2.d.ii)

The City can count on HF&H to lend support to the City in the preparation and/or review of staff reports and accompanying attachments that will be brought to the City Council related to this project. HF&H understands and appreciates solid waste and recycling procurement projects can be quite complicated and extensive, they are apt to receive a high level of scrutiny, and there is a great need for transparency throughout the process. We want to support a robust and seamless process. For the purposes of this proposal, we have anticipated reviewing and making comments and recommending changes for two staff reports to accompany the City's intention to bring this item to the City Council twice.

Presentation to City Council (RFP Scope 2.d.i, 2.d.ii)

The City can also rely on and trust that HF&H can serve as both a trusted advisor and a neutral third-party consultant in making presentations to the City Council related to this project. We

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understand the RFP indicated two presentations would be made to the City Council, one for the draft hauler agreement and one for the final hauler agreement. HF&H has found, however, that many of our public agency clients prefer to spread out the engagement of their elected bodies by bringing the full RFP solicitation package to their elected body for approval before release and then bringing the final negotiated agreement that is ready for execution. In addition to being a courtesy that can be readily afforded to the City Council, it also allows buy-in from the City Council on the process and also serves as another opportunity for early stakeholder engagement. If the City determines that bringing the final RFP solicitation package to the City Council for review and approval prior to issuance is more valuable than having HF&H involved in two City Council meetings near the end of the procurement process, HF&H would enthusiastically oblige by allocating the time and resources from this Task 5.3 to Task 3.3.

Task 5.2: Key Deliverables:

- Staff Reports and Attachments Review
- Presentations for City Council

SECTION 2.3 OPTIONAL SUPPLEMENTAL SERVICES

While not specifically requested in the RFP, the activities described in Section 2.3, included as alphanumeric tasks, can be provided if requested by the City, and as budget and the schedule reasonably permit.

Figure 3. Optional Supplemental Proposal Schedule

OPTIONAL SUPPLEMENTAL PROPOSAL SCHEDULE																			
Activity (Task and Subtask)		2026												2027					
		February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June	July
Task A:	City Proposal Review and Evaluation Support																		
A.1	Support City Evaluation Process																		
A.2	City Evaluation Process Documentation																		
Task B:	Benchmarking and Rate Impact Analysis																		
B.1	Benchmarking for Reasonableness																		
B.2	Rate Modeling and Impact Analysis																		

Task A: City Proposal Review and Evaluation Support

HF&H is committed to performing the work necessary to support the City in its process to conduct proposal reviews and evaluation, facilitate consensus discussions, support deliberations, and document the evaluation process to ensure procedural integrity.

If requested by the City, and as the budget and schedule reasonably permit, the activities described in this Optional Supplemental Task A would be performed in parallel with the activities described in Task 4 and before the activities in Task 5 were to begin.



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Task A.1: Support City Evaluation Process – Optional Supplemental

Support Proposal Evaluation by City (Optional Supplemental)

Under this subtask, HF&H would support the City in its process to evaluate proposals to ensure process and procedural integrity and support throughout the proposal evaluation process. HF&H support may include an overview of what to expect during proposal review and address frequently asked questions and explain the evaluation criteria and scoring framework. HF&H would be available to answer questions from reviewers as they arise throughout the review and evaluation process.

Conduct Proposer Interviews (Optional Supplemental)

Under this subtask, HF&H would be available to facilitate in-person interviews with each proposer at a reasonably convenient and accessible location selected by the City. It has been HF&H's experience that competitive procurements can benefit greatly from holding interviews after reviewers have completed their initial proposal evaluations and before deliberations begin. HF&H anticipates that up to four 60 minutes interviews could be conducted over a single day in addition to pre- and post- meetings with the evaluation panel to prepare for and debrief the interviews.

Support Consensus Discussions and Alignment (Optional Supplemental)

Under this subtask, HF&H could be available to convene up to four hours of consensus discussions and facilitate panel deliberations once the evaluation panel results have been compiled, and after proposer interviews have been completed, as applicable. The aim of these deliberations would be to facilitate consensus among the evaluation panel members in support of a recommendation on which proposer(s) to enter into negotiations with. Additionally, it is not uncommon for an evaluation committee to have an interest in conducting one or more negotiations sessions with more than one proposer to clarify exceptions and understand what the final agreement would look like before they complete their evaluation.

HF&H would facilitate as a neutral third-party guiding the discussions and asking questions to advance deliberations and answering questions for panelists. While it may be the case that reaching consensus proves easy and fast, it could also be the case that reaching consensus and/or arriving at the final recommendation may prove more difficult.

Task A.2: Present Evaluation Results – Optional Supplemental

Preparation of Summary Report (Optional Supplemental)

Under this subtask, HF&H would prepare a summary report for the City on the process and final recommendation of the proposal evaluation panel. HF&H would provide one iteration of the draft summary report for the City to review and provide one set of consolidated and non-conflicting comments back using the comments feature. HF&H would expect to meet once with the City after reviewing the City's comments and finalize the report.

Presentation of Results (Optional Supplemental)

Under this subtask, and working in collaboration with the City, HF&H would prepare a presentation summarizing the work described in this Optional Supplemental Task A and make



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up to two presentations to the City Council, advisory commissions, City staff or other interested stakeholders at the City's direction.

Task B: Benchmarking & Rate Impact Analysis

HF&H's knowledge of the California recycling and solid waste industry is unrivaled and so too is the quantity and quality of our data. Having been engaged in more than 600 contracting projects and thousands of cost of service and rate projects in California, we have developed an extensive database of industry operations and financial data from assessing current operations and evaluating proposals from most of the solid waste providers working in California. While other consultants speak of their "data collection and analysis" capabilities, the collection and use of data is an HF&H hallmark – a tool we use to ensure our clients receive the best match of services and costs. Using this data, HF&H has built a proprietary database of industry proposals and actual operating results that allows us to benchmark service provider costs to: 1) ensure our negotiations are leveraged by the best information available; and, 2) assure the elected officials and public that any proposals received and considered are responsible and adequately resourced to provide quality service.

If requested by the City, and as the budget and schedule reasonably permit:

- Activities described in Optional Supplemental Task B.1 would be performed in parallel with the activities described in Task 4 and before the activities in Task 5 were to begin.
- Activities described in Optional Supplemental Task B.2 would be performed after Task 2.1 was completed and before Task 5.2 were to begin.

Task B.1: Benchmarking for Reasonableness – Optional Supplemental

Benchmarking Cost Proposals (*Optional Supplemental*)

Under this subtask, HF&H would assess and evaluate the reasonableness of cost proposals beyond the review of costs for mathematical accuracy and logical consistency as described in Task 4.1. The purpose of this task is to review cost proposals in the context of other recent proposals in the region and/or provided by the same proposer, while also evaluating and comparing the operational assumptions on which the proposals were based. While any one overall cost proposal may be in line or appear (un)desirable, it may be based on faulty assumptions or operational impracticalities. This can also be an incredible useful tool to help the City, the City Council, and ratepayers understand why rates may be increasing following the competitive procurement process as it can help explain the incremental costs of new and/or expanded services and the impact of costs related to very real market adjustments that have occurred (e.g. new capital, the current labor market). This exercise can also be used to understand and then illustrate instances when the historical operating cost of providing services may have accelerated a pace that was higher than the compensation received by the service provider through rates (e.g. insurance costs, traffic impacts, tons and tip fees, etc.). When assessing reasonableness, HF&H relies on both the depth and breadth of our industry experience in California and our proprietary data and benchmarking tools.

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Task B.1: Rate Modeling & Impact Analysis – Optional Supplemental

Modeling Rate Increase Impacts (*Optional Supplemental*)

Under this subtask, HF&H would determine the immediate customer rate impacts using a couple of different methods, which may vary based on the data available from the current hauler. This would also serve to allow us to evaluate rate relationships if, for example, the City wanted to start charging for a service that was previously provided as a bundled service “at no additional charge” or where the City desired to add or remove certain service levels. Assuming we had access to financial and/or billing data to determine the actual revenue generated, service level and subscription data, and the current rates, HF&H can model rate impacts HF&H can develop rate modeling scenarios to evaluate short- and long-term impacts on customer rate structures under various service configurations, will compare cost implications of proposals to current rates, and will support City staff in presenting financial impacts to Council and stakeholders. This subtask would afford the City more autonomy in managing the short- and long-term rate impacts to customers and would also allow the City to explore using financial incentives to influence customer behavior to, for example, increase participation in recycling programs or reduce the frequency of collection to minimize traffic impacts.



Proposal for Solid Waste and Recycling Professional Services

Section 3. References

Section 3. References

This section presents HF&H's comparable project experience, highlights the expertise of the proposed project team, and provides representative client references demonstrating our ability to successfully deliver the services requested by the City.

CENTRAL CONTRA COSTA SOLID WASTE AGENCY (CCCSWA) COMPREHENSIVE COMPETITIVE PROCUREMENTS (2024-2025)

David Krueger
Executive Director
(925) 906 1803
david@recyclesmart.org

Summary

Through careful planning, two competitive RFP packages, and strategic negotiations, HF&H helped secure four post-collection and one collection agreement that minimized rate impacts to rate payers and maximized the scope of services.

Scope of Engagement

The franchise agreement for collection and processing services between the Central Contra Costa Solid Waste Authority and their current service providers were set to expire in March 2027. The Authority wanted to alleviate several major service issues being experienced by customers and take advantage of the numerous service providers in their service region. The Authority decided to separate and stagger the competitive procurements for post-collection services and for collection services and the issuing of two separate competitive procurement packages. HF&H and Authority staff worked together to establish a set of programs that would improve the level of service and reduce the rate impact on customers. This process included several design intake meetings to discuss the Authority's priorities for each post-collection provider and the collection service provider and a highly collaborative and iterative RFP drafting process and agreement drafting process.

Results

HF&H supported Authority staff with evaluating proposals for each RFP and led all aspects of concurrent negotiations with all five proposers for six different services to support a fully integrated solid waste system. HF&H performed extensive cost analysis and regional benchmarking to determine the reasonability of each proposer's costs for the proposed service. HF&H led negotiations and drafted and carefully orchestrated all five agreements to provide high value for all the Authority's customers for a reasonable cost. The collection and post-collection system of contractors ultimately provided ratepayers with the most value possible for a reasonable cost by increasing the level of competition and giving the Authority leverage in negotiations with multiple proposers.

Key Staff

Rob Hilton, Emily Hanson, Rachel Adell, Lauren Reagan, Danielle Derby



Proposal for Solid Waste and Recycling Professional Services

Section 3. References

CITY OF SAN LEANDRO COMPREHENSIVE PROCUREMENTS: COMPETITIVE (2023-24)

Janelle Cameron
City Manager
(510) 577-3390
jcameron@sanleandro.org

Summary

HF&H led two parallel competitive procurement processes to secure two post-collection and one collection agreements to enhance service, ensure regulatory compliance, and position the City for future legislative benefits.

Scope of Engagement

To ensure City of San Leandro (San Leandro) residents received high-quality, cost-effective, and environmentally responsible waste services beyond the expiration of the San Leandro's franchise agreement, HF&H led a strategic and transparent competitive procurement process to secure the next collection provider. San Leandro is host to two transfer and recycling facilities. With the support of HF&H, San Leandro was able to leverage their local infrastructure to enhance competition to drive down costs. HF&H's work prioritized the San Leandro's long-term service goals by designing tailored RFPs - one for sole-source collection and another for competitive post-collection services.

Results

The two competitive procurement processes resulted in three separate agreements with two companies for collection services, recyclables processing, and disposal and organics processing. HF&H supported San Leandro in facilitating informed decision-making through multiple Councilmember briefings, a seamless contractor transition, and optimized service outcomes. Each agreement was crafted to provide enhanced services, support San Leandro's compliance with current regulations including SB 1383 and provide transparency and flexibility and ensure ratepayers benefited from future legislation such as SB 54.

Key Staff

Rob Hilton, Peter Deibler, Felisia Castañeda

WEST CONTRA COSTA SOLID WASTE AUTHORITY SOLE SOURCE NEGOTIATIONS (2025)

Reka Abraham
Deputy Executive Director
(510) 390-1224
rekaa@recyclemore.com

Summary

HF&H was engaged to lead sole-source negotiations following an agency-led competitive procurement for post-collection services that yielded only one proposal, from the incumbent. HF&H delivered results despite the lack of competition.

Scope of Engagement

HF&H was engaged in early 2025 to support RecycleMore, the West Contra Costa Integrated Waste Management Agency (WCCIWMA) in sole source negotiations for post-collection services that were ending in June 2025. While it is not often the case that HF&H enters into



Proposal for Solid Waste and Recycling Professional Services

Section 3. References

an engagement after a competitive RFP process had begun, our engagement with WCCIWMA was one of these outliers. In late 2024, WCCIWMA developed and released an RFP package and received only one proposal, from the incumbent. The proposal included a redlined version of the draft agreement with hundreds of exceptions, entire sections stricken, and pricing that was more than double the then-current rates for the same services. At the time, WCCIWMA was also relying on an interim Executive Director, that did not have industry experience. HF&H was engaged to review the proposal, and the extensive edits and exceptions taken to the draft agreement and develop and execute a gameplan for sole-source negotiations with the incumbent service provider, and where the starting point was the incumbent's proposal rather than the incumbent's then-current service agreement and pricing.

Results

HF&H began negotiations assuming very few exceptions would even be considered without significant pricing reductions and where each exception taken offered an opportunity to incorporate important provisions that were absent from the original draft agreement released with the RFP. Concurrent with the start of the new WCCIWMA Executive Director's tenure, HF&H delivered a final draft agreement that included significantly more protection for WCCIWMA and its ratepayers than even the original draft agreement released with the RFP.

Key Staff

Emily Hanson, Lauren Reagan

Proposal for Solid Waste and Recycling Professional Services
Section 4. Level of Effort Estimate



Section 4. Level of Effort Estimate

HF&H has uploaded the required level-of-effort estimate to OpenGov as a separate file. This submission includes a detailed, itemized staffing breakdown in spreadsheet form, showing personnel classifications and estimated hours for each HF&H and subconsultant team member by task, in full compliance with the RFP instructions.

Proposal for Solid Waste and Recycling Professional Services
Section 5. Resumes



Section 5. Resumes

HF&H has included resumes of key professional personnel in [Attachment A](#).

Proposal for Solid Waste and Recycling Professional Services
Section 6. Pricing Proposal



Section 6. Pricing Proposal

HF&H has uploaded the required Pricing Proposal to OpenGov as a separate file, which identifies a not-to-exceed price for the provision of all Services under the PSA. The Pricing Proposal complies with the following requirements:

- a. **PRICING PROPOSAL.** A not-to-exceed dollar amount for all basic services required under the PSA, based on the parameters set forth in this RFP and the PSA are included.
- b. **REIMBURSABLE EXPENSES.** All reimbursable expenses are included in the not-to-exceed proposed price.
- c. **ADDITIONAL SERVICES.** Billing rates for additional services are included.
- d. **OVERTIME.** Overtime is included in our not-to-exceed proposed price.
- e. **TRAVEL.** Travel time is included in our not-to-exceed proposed price.
- f. **SIGNATURE.** The handwritten or electronic signature of HF&H.

Proposal for Solid Waste and Recycling Professional Services
Section 7. Prior Litigation and Claims



Section 7. Prior Litigation and Claims

HF&H has no litigation claims threatened or filed, filed and/or settled, or pending litigation against our organization in the last five (5) years. Therefore, we have no description nor outcomes of any such matters.

HF&H has completed all work awarded and has never had a contract or other engagement terminated for cause. We have had clients that have discontinued advancement of the work being undertaken, as differentiated from discontinuing the work being performed by HF&H, as a result of changes in the direction of their elected body or because of significant changes in law.

Proposal for Solid Waste and Recycling Professional Services
Section 8. Financial and Related Information



Section 8. Financial and Related Information

8.1 FINANCIAL QUALIFICATIONS

HF&H has been in business since 1989. We have had a steady increase in revenues since our inception more than 30 years ago. Through our offices in Walnut Creek and Newport Beach California, HF&H employs more than 40 professional consultants. HF&H has not filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, nor have we undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. HF&H understands that, if selected, the City may request reviewed financial statements for the last 3 fiscal years. HF&H is a privately held company whose financial statements are confidential and not available upon request by public agencies; however, HF&H is able to meet this requirement through our Certified Professional Accountancy or financial institution attesting and verifying the firm has been financially sound throughout its more than 30-year history. Where other public agencies have requested this information, they have been satisfied with this approach, and our financial health has been easily verified.

8.2 INSURANCE BROKER LETTER

HF&H has provided a letter in [Attachment B](#) from its insurance broker attesting to the willingness to provide the required insurance coverages described in the Professional Services Agreement.

Proposal for Solid Waste and Recycling Professional Services
 Section 9. Discretionary Supplemental Materials



Section 9. Discretionary Supplemental Materials

In accordance with the Request for Proposals, HF&H has included the following discretionary supplemental materials to further enhance the City's understanding of our qualifications, experience, and approach to the requested services. These materials provide relevant context regarding HF&H's regulatory expertise, public-agency-focused practice, and technical capabilities, and demonstrate how our experience directly informs procurement strategy, service planning, and project execution for the City. All materials are directly applicable to the Services for this Project and are provided to improve the overall quality and clarity of HF&H's Proposal.

FIRM QUALIFICATIONS AND COMMITMENT

HF&H's professional and technical background, deep subject-matter expertise, and unwavering commitment to exclusively serve public agencies make us exceptionally well-suited to provide the services requested by the City. HF&H has sufficient resources and capacity to perform the proposed services and looks forward to the opportunity to expand the scope of services provided to the City.

The information below presents HF&H's experience and qualifications organized in alignment with Request for Proposals No. 26-032.

A. Organization

Firm Background

Founded in 1989, HF&H is a management consulting firm specializing in tailored solutions for local governments in two core practice areas:

- Recycling and solid waste services
- Water, wastewater, and stormwater services

HF&H is a mission-driven organization focused on delivering environmentally, economically, and socially responsible consulting services to support our clients' vision of a sustainable future. Throughout our more than 30-year history, HF&H has remained steadfast in its commitment to integrity, quality, and exceptional client service. As a result, HF&H is widely recognized as a trusted leader among California municipal agencies.

Why Public Agencies Choose HF&H

Public agencies select HF&H for several key reasons:

Recognized Leadership: Industry-leading experts with deep technical and regulatory knowledge

Customized Approach: Analytical models and solutions tailored to each client's unique needs

Objective Solutions: Independent, fact-based recommendations



Proposal for Solid Waste and Recycling Professional Services

Section 9. Discretionary Supplemental Materials

Thorough Analysis: Detailed and defensible evaluations supporting clear conclusions

High-Quality Service: Responsive communication, adherence to schedules, and high-quality work products

Leadership and Staffing

HF&H is led by three partners, Rob Hilton, Laith Ezzet, and Rick Simonson, and supported by 38 additional solid waste professionals with experience on both the public agency and contractor sides of the industry. Partners and senior managers each bring between 15 and 35 years of direct industry and consulting experience.

HF&H prioritizes professionalism, reliability, and integrity. We recruit and retain highly skilled professionals with strong productivity, engagement, and subject-matter expertise. Independent client satisfaction surveys indicate that 97 percent of respondents agree that HF&H staff are professional, experienced, and well qualified.

HF&H staff also hold professional licensure and certifications, including Professional Engineers (PE), Certified Public Accountants (CPA), Certified Management Consultants (CMC), and Project Management Professionals (PMP). HF&H actively supports ongoing professional development through training, certifications, and industry participation.

B. Experience

HF&H has supported competitive procurement processes for more than 35 years. Each professional proposed to lead and manage this project brings over 20 years of experience overseeing all aspects of procurement engagements. For the City of Benicia, the proposed project team collectively offers more than 100 years of industry experience.

HF&H works exclusively for public agencies on solid waste matters. Additional detail regarding this focus is provided in the Public Agency Experience section below.

C. Public Agency Experience

HF&H has never worked for private solid waste service providers. This strict standard ensures that our work is free from real or perceived conflicts of interest when facilitating competitive procurements. In contrast, consultant relationships with proposers are frequently cited as grounds for protest in procurement processes. HF&H's exclusive public-agency focus preserves process integrity and client confidence.

D. HF&H Solid Waste Service Offerings

HF&H provides an unmatched level of dedication to public service by exclusively serving governmental agencies and approaching all clients as long-term partners. As municipal needs evolve and regulatory requirements expand, HF&H continues to broaden and deepen its service offerings.

HF&H service teams are intentionally assembled to reflect diverse educational backgrounds and professional experience, enabling balanced perspectives and collaborative delivery. While

Proposal for Solid Waste and Recycling Professional Services
Section 9. Discretionary Supplemental Materials



most services fall within six core categories, HF&H designs teams to function flexibly across service areas.

Service Categories

Figure 4. Service Categories



1. Contract Services

Contract procurement has been the cornerstone of HF&H’s practice for more than 35 years and represents approximately half of our annual work. HF&H supports a full range of procurement methods, including RFQs/RFPs, sole-source negotiations, parallel negotiations, public-private partnerships, and contract amendments or extensions. This breadth of experience provides clients with insights into market trends and conditions unmatched by competitors.

2. Contract Management

HF&H provides both one-time and ongoing contract management services, including implementation support and regulatory compliance. Our customized monitoring systems ensure agreements remain on track, deliver full value to ratepayers, and adapt to evolving regulations. HF&H frequently serves as an extension of client staff, supplementing internal capacity as needed.

3. Diversion Services

Since 1989, HF&H has helped design and implement waste reduction, recycling, and organics programs that have diverted millions of tons of material from landfills. HF&H has supported jurisdictions in achieving AB 939 goals, advancing Zero Waste initiatives, and adapting to increasingly stringent regulations through proactive program design and phased implementation.

4. Rate Services

HF&H is widely regarded as a leader in solid waste ratemaking in California. Our Rates Team evaluates all financial aspects of solid waste systems to assess the reasonableness of hauler compensation and customer rates. HF&H has reviewed thousands of rate applications and routinely identifies errors, ineligible costs, or unsupported adjustment requests.

5. Audit Services

HF&H has conducted financial, operational, data, and field audits since our founding. Our Audit Team has reviewed records for approximately 100 hauling companies on behalf of public agencies, helping clients recover significant sums while ensuring compliance and transparency.

Proposal for Solid Waste and Recycling Professional Services
Section 9. Discretionary Supplemental Materials



6. Municipal Services

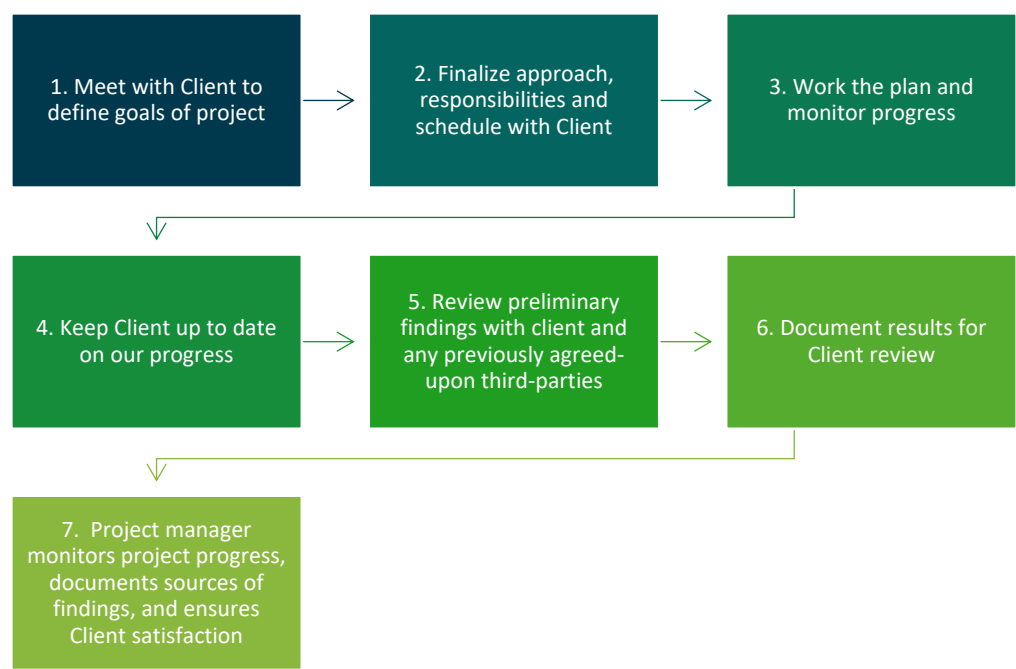
HF&H also provides specialized services to address emerging municipal needs, including funding strategies, grant support, vehicle impact studies, enterprise reimbursement analyses, and bond studies.

E. Systematic Approach to Project Management and Quality Assurance

HF&H employs a client-interactive management consulting methodology tailored to each engagement. This approach ensures alignment with organizational goals, clear communication, and defensible recommendations. The methodology emphasizes close collaboration, qualified staffing, detailed work planning, and rigorous quality control.

- Seven-Step Consulting Methodology

Figure 5. Seven-Step Methodology Overview



- Definition of Goals and Objectives
- Approach, Roles, and Schedule Development
- Detailed Work Plans and Budgeting
- Information Gathering and Fact-Finding
- Analysis, Evaluation, and Recommendations
- Reporting and Presentation
- Monitoring, Quality Assurance, and Progress Reporting



Proposal for Solid Waste and Recycling Professional Services

Section 9. Discretionary Supplemental Materials

HF&H's project management systems integrate scheduling, budgeting, timekeeping, and invoicing to provide real-time oversight. Engagement managers monitor progress continuously, allowing issues to be identified and addressed promptly.

Quality assurance is shared among HF&H consultants, engagement managers, and client staff. This collaborative review process ensures accuracy, clarity, and relevance throughout the engagement lifecycle.

F. Commitment of Staff Resources

HF&H prioritizes delivering exceptional value through focused, attentive staffing and sustainable workloads. Unlike firms that require excessive utilization rates, HF&H maintains manageable workloads to ensure staff availability, responsiveness, and quality outcomes.

Workloads are monitored through proactive planning, weekly updates, and long-range forecasting. Before accepting new assignments, HF&H evaluates staff capacity to ensure existing clients continue to receive dedicated attention. This people-first approach enables HF&H to maintain service quality, support staff wellbeing, and consistently meet client expectations.

SUPPLEMENTAL MATERIALS

HF&H has included an SB 1383 Compliance Experience Summary in [Attachment C](#) to provide additional context regarding our regulatory expertise and how that experience directly informs procurement strategy and service planning for the City.

Proposal for Solid Waste and Recycling Professional Services
Section 11. Miscellaneous Procedures



Section 11. Miscellaneous Procedures

HF&H Consultants, LLC is organized as a California Limited Liability Company, not a partnership or a corporation. Accordingly, the signature requirements described for partnerships and corporations do not apply to our firm. For LLCs, proposals are customarily executed by an authorized signatory of the company. Rob Hilton, President, is authorized to execute documents and provide the required signature on behalf of HF&H.

HF&H acknowledges and accepts the City's right to contact any or all client references listed in our proposal. Submission of this proposal constitutes HF&H's full consent for the City to perform reference checks and to reasonably investigate any information we have provided. We welcome this review and are confident our past performance will demonstrate the quality and reliability of our services.

HF&H acknowledges that all proposal materials and accompanying documentation submitted in response to this RFP become the property of the City upon submission and, except as otherwise stated in the RFP, will not be returned. HF&H understands and accepts these terms.



ATTACHMENT A

Staff Resumes





ROB HILTON

PRESIDENT



Range of Experience

Since 2002, Mr. Hilton has provided recycling and solid waste consulting services to over 150 public agencies in over 475 projects covering a wide range of strategic, operational, programmatic, contractual, and financial issues. Rob leads HF&H's diverse team of over 30 professionals with expertise ranging from engineering to accounting to public policy and law in support of our clients' ratepayer protection and sustainability goals. Most of Rob's time on client projects is focused on strategic planning, contract negotiation, management and performance reviews, and policy development.

EXPERIENCE

Years of Experience: 22
 Clients: 147
 Engagements: 623
 Articles and Speeches: 35

EDUCATION AND CERTIFICATIONS

B.A., Political Science and
 Public Administration, UC
 Davis

Zero Waste Principals and
 Practices, CRRA and SWANA
 Joint Certification

PROFESSIONAL LICENSE

Certified Management
 Consultant (CMC), Institute of
 Management Consultants USA

HISTORY

HF&H Consultants, LLC:
 2002 to present

ORGANIZATIONS

Past President, California
 Resource Recovery
 Association (CRRA)

Faculty, Solid Waste
 Association of North America
 (SWANA)

Institute of Management
 Consultants (IMC)

Expertise

- SB 1383 Compliance
- Franchise Negotiations
- Rate Structure Design
- High Diversion and Zero Waste Plans
- Strategic Planning
- Stakeholder Engagement
- Policies and Municipal Codes
- JPA Formation and Management

Recent Results

- **RecycleSmart.** Mr. Hilton has worked on 23 different projects for the Central Contra Costa Solid Waste Authority (RecycleSmart) with a wide range of efforts from: training new Authority staff on AB 939 reporting in 2006; to designing and negotiating compensation for the original commercial food waste to EBMUD program in 2008; to drafting the franchise and disposal agreements for the 2015-2025 franchises; to leading the development of the SB 1383 plan for the Authority in 2017 to 2021.
- **West Valley Solid Waste Management Authority.** Mr. Hilton serves as Executive Director of this Santa Clara County Joint Powers Authority, representing Saratoga, Los Gatos, Campbell, and Monte Sereno. He oversees contractor agreements for waste services, addresses customer concerns, leads public education campaigns, ensures regulatory compliance, manages daily operations and Board meetings, and partners with the Board Chair to implement strategic priorities.
- **San Luis Obispo Integrated Waste Management Authority.** Since 2019, Mr. Hilton has supported the JPA's reform after its former Executive Director was dismissed. He helped define the mission, vision, and strategic plan, and assisted with SB 1383 planning and funding for 35+ member agencies. When the County exited over policy differences, HF&H negotiated an MOU to maintain services without imposing JPA policies. HF&H is now reviewing operations to guide staffing needs aligned with the strategic plan.



EMILY E. HANSON, J.D.

SENIOR PROJECT MANAGER



Range of Experience

Emily Hanson is a highly respected and talented executive with nearly 25 years of leadership, business development, and communications experience working for privately owned, non-profit, and technology start-up companies in the fields of recycling and waste diversion, alternative energy, climate mitigation, and resource conservation. Emily has negotiated more than 50 solid waste related contracts, made presentations and/or provided public testimony to 100+ jurisdictions and multiple regulatory agencies in California, and has proven herself as an accomplished and influential leader in the waste sector.

Since 2008, Emily has been deeply involved in the solid waste sector in California and beyond; she is uniquely positioned to evaluate and assess privately provided waste-related services to ensure the public interest is best represented and protected throughout client engagements. Emily led all aspects of business development for one of the largest private solid waste haulers in California, gaining both breadth and depth in all aspects of the company's collection and processing operations and contracts. Immediately prior to joining HF&H, she was recruited and served as Municipal Business Development Lead for a climate forward technology start-up combating methane emissions from discarding food in landfills.

Emily is widely recognized as a talented public speaker, successful and balanced contract negotiator, and foremost expert on most aspects of the waste industry. Her systems-level understanding of the industry supports her drive to identify and solve overlooked opportunities, often saving jurisdictions money while protecting the public interest. One of Emily's most recent and widely acknowledged accomplishments was independently visioning and designing systems around transparency and accountability to municipalities in reporting diversion and disposal across the state, specifically to resolve and daylight discrepancies between franchisee reports to jurisdictions and the State of California's Recycling and Disposal Reporting System (RDRS).

EXPERIENCE

Years of Experience: 25

Clients: 30+

Engagements: 100+

EDUCATION

J.D., Santa Clara University
School of Law

Certificate B.A., Politics and
Environmental Studies, UC
Santa Cruz

HISTORY

HF&H Consultants, LLC:
2023 to present

Mill Industries, LLC:
2022 to 2023

GreenWaste Recovery, Inc:
2008 to 2022

Habitat for Humanity:
2007 to 2008

Resource Conservation District of
Monterey County:
2001 to 2008

PROFESSIONAL APPOINTMENTS

Human Services Commission,
Santa Cruz County

Expertise

- Franchise Procurements
- Contract Negotiations
- Service Implementation
- Performance Reviews
- Regulatory Compliance
- Solid Waste Operations
- Facility Development and Expansion
- Legal and Administrative Opinions
- Policies and Municipal Code

Current Engagements





RACHEL ADELL

SENIOR ASSOCIATE



Range of Experience

Rachel Adell is part of the diversion and contract services team and is a key team member in our contract and agreement writing projects. Her extensive contract writing and negotiations experience includes the County of San Bernardino franchise agreements, with five haulers across twenty franchise zones, City of Ridgecrest collection agreement, Merced County franchise agreements, Central Contra Costa County Waste Management Authority collection, transfer, disposal, and processing agreements, and the City of Oceanside collection agreement.

Rachel's diversion and compliance projects include the City of Carlsbad's Sustainable Materials Management Plan, the City of Oceanside Zero Waste plan update, the City of Encinitas' SB 1383 enforcement program, and Merced County Regional Waste Authority SB 1383 action plans. Finally, Rachel has aided in efforts for the MCRWMA, City of San Diego, County of San Bernardino, and County of Santa Barbara on facility and infrastructure projects.

Prior to HF&H, Rachel earned her master's degree and worked at the City of Glendale as a Recycling Program Assistant.

Expertise

- SB 1383 Compliance
- Facilities Assessment
- Contracts and Agreements
- Strategic Program Planning
- Procurements

Recent Results

- **City of Carlsbad.** C&D Permitted Hauler Process & Programs
- **Merced County.** Franchise Agreement Negotiations
- **City of San Diego.** Resource Recovery Facility
- **Central Contra Costa Solid Waste Authority.** Collection and Processing Agreements

EXPERIENCE

Years of Experience: 10
Clients: 35
Articles and Speeches: 70

EDUCATION

B.A. Humanities, Science and Environment, Virginia Tech (Cum Laude)

M.Sc. Environmental Policy and Management, Lund University, Sweden (with distinction)

Certificate Business Contract Law, Cornell University

HISTORY

HF&H Consultants, LLC:
2019 to present

City of Glendale: Recycling Program
2015 to 2018

City of Los Angeles:
2017 to 2018

ORGANIZATIONS

California Resource Recovery Association, Board Member



LAUREN REAGAN

ASSOCIATE ANALYST



Range of Experience

Lauren Reagan provides support in our Diversion and Contract Services Team as an Associate Analyst. Lauren specializes in drafting and editing contracts and agreements throughout the negotiation process, including Central Contra Costa's five post-collection agreements; the City of Livermore's disposal agreement; the City of Dublin's amended & restated collection agreement, organics & disposal agreement, and recycling agreement; the County of Santa Barbara's post-collection agreement, and the City of Pleasanton's recycling agreement.

Lauren has also provided support in a cost-of-service study and rate application for Stanford, as well as a waste audit to track diversion efficacy and goals for the City of Sunnyvale.

Prior to joining HF&H, Lauren worked at real estate defense litigation firm as a litigation paralegal where she assisted the managing attorney and supervised other legal assistants. Throughout her time in the legal field, Lauren performed research, drafted pleadings and correspondence, reviewed document productions, and conducted extensive editing and proofreading. Lauren also completed a Bachelor of Arts degree in English at Fordham University in New York. Her legal experience and educational background allow her to support clients by ensuring clarity and accuracy in language to produce high quality work products.

EXPERIENCE

Years of Experience: 4

Clients: 4

Past Engagements: 8

EDUCATION AND CERTIFICATIONS

B.A., English and American Studies, Fordham University, New York, NY

Zero Waste Principles and Practices, Joint Certification by California Resource Recovery Association and Solid Waste Association of North America

HISTORY

HF&H Consultants, LLC:
2024 to present

Rossi Domingue LLP:
2022 to 2023

Fragomen, Del Rey, Bernsen & Loewy LLP:
2021 to 2022

ORGANIZATIONS

California Resource Recovery Association

Expertise

- Contracts and Agreements
- Procurements

Recent Results

- **Central Contra Costa Solid Waste Authority.** Collection and Processing Agreements
- **City of Livermore.** Disposal Agreement
- **City of Dublin.** Amended & Restated Collection Agreement, Organics & Disposal Agreement, Recycling Agreement
- **Stanford University.** Cost of Service Study, Rate Application
- **City of Sunnyvale.** Waste Audit



RICK SIMONSON

SENIOR VICE PRESIDENT



Range of Experience

Rick Simonson has over 24 years of utility rate setting experience with HF&H and has performed over 100 financial planning and rate studies for water, wastewater, and solid waste clients, including rate design, billing audits, rate revenue audits, and franchise fee audits. He brings a depth of knowledge and expertise in Propositions 218 and 26 compliance, rate structure design, and a strong financial modeling background.

Expertise

- Rates and Charges
- General Fund Reimbursements
- Development Impact Fees
- Proposition 218 Compliance

Recent Results

- **City of Livermore.** Litigation support, 2024 Utility General Fund Reimbursement Analysis.
- **City of San Jose.** 2024 rate adjustment calculation and revenue audits.
- **City of Berkeley.** 2024 cost-of-service Proposition 218-compliant solid waste rate setting.
- **City of San Mateo.** Developed five-year financial planning model and cost-of-service solid waste rates in 2022 through 2024, including Proposition 26 and Proposition 218-compliant City fees. Currently updating for 2025.
- **Castro Valley Sanitary District.** 2020 through 2024 solid waste rate Proposition 218-compliant rate setting.
- **City of Oakland.** 2021 through 2024 solid waste rate setting, employing the Refuse Rate Index methodology.

Speaking Engagements

- "A Holistic Approach to Stormwater Funding: Understanding the Nexus Between Solid Waste and Stormwater," SWANA Western Regional Symposium, April 2019
- Presenter/Moderator, HF&H/CalRecycle High Diversion Rates & Compensation Workshops, October 2013 (Oakland), November 2013 (Lakewood), and December 2013 (Sacramento)
- "Accurate Solid Waste Rate Comparisons," SWANA Western Regional Symposium, May 2005
- "Annual Solid Waste Rate Adjustments: Index Method or Cost-of-Service Method?" SWANA Western Regional Symposium, May 2004

EXPERIENCE

Years of Experience: 24
Clients: 169
Engagements: 554
Articles and Speeches: 4

EDUCATION

B.S., Business Administration,
Accountancy, California State
University at Sacramento

B.A., Communication Studies,
Media Production, California
State University at
Sacramento

HISTORY

HF&H Consultants, LLC:
2000 to present

Contra Costa County Assessor's
Office: Auditor/Appraiser
1996 to 2000

Laidlaw Transit: Staff Accountant
1995 to 1997

ORGANIZATIONS

Institute of Management
Consultants

American Water Works
Association

Water Environment
Federation



DANIELLE DERBY

SENIOR ASSOCIATE



Range of Experience

Danielle Derby specializes in providing rate and audit services within our solid waste and recycling practice. She has experience reviewing costs for programs and services that comply with SB 1383 regulations, performing index, cost-based, and special rate reviews for solid waste rate adjustment, and performing compliance reviews. Her expertise lies in executing cost of service studies for jurisdictions looking to enact solid waste rates that are compliant with Proposition 218, which requires extensive data gathering, financial modeling, and communication with stakeholders. Danielle also works with the contract services side of HF&H by assisting with solid waste procurements. Her work ranges from evaluating proposer cost forms; benchmarking proposed programs, comparing operating statistics and rates; and supporting negotiations. Prior to joining HF&H, Danielle worked as an auditor at PricewaterhouseCoopers.

Annually, Danielle assists multiple jurisdictions with their rate setting adjustment application review and calculation. Currently, she is assisting the City of San Jose with its annual commercial rate adjustment and the City of Livermore with its cost-based rate adjustment by comparing contractor's rate applications to the applicable methodologies within their respective franchise agreements. In the coming months, Danielle will continue to support the City of Sunnyvale with its annual contractor's compensation adjustment which requires detailed reconciliation and projection of various expense categories. Danielle has assisted the City of Oakland with its annual rate setting for the past 4 years and plans to assist the City once again in March.

EXPERIENCE

Years of Experience: 9

Clients: 84

Engagements: 192

EDUCATION AND CERTIFICATIONS

B.S., Accounting, Saint Mary's College, Moraga

Certified Public Accountant

License Number: 138309

HISTORY

HF&H Consultants, LLC: 2019 to present

PricewaterhouseCoopers: 2016 to 2019

PRESENTATIONS

Solid Waste Association of North America (SWANA) Webinar: Commodity Market Trends (2022)

CalRecycle Zone Works: Commodity Markets & Influences (2022)

Expertise

- Financial modeling/assurance for cost-of-service rate structures
- Data gathering and detailed support validation
- Cost review and compliance for franchise agreements
- Annual index or cost-based rate reviews

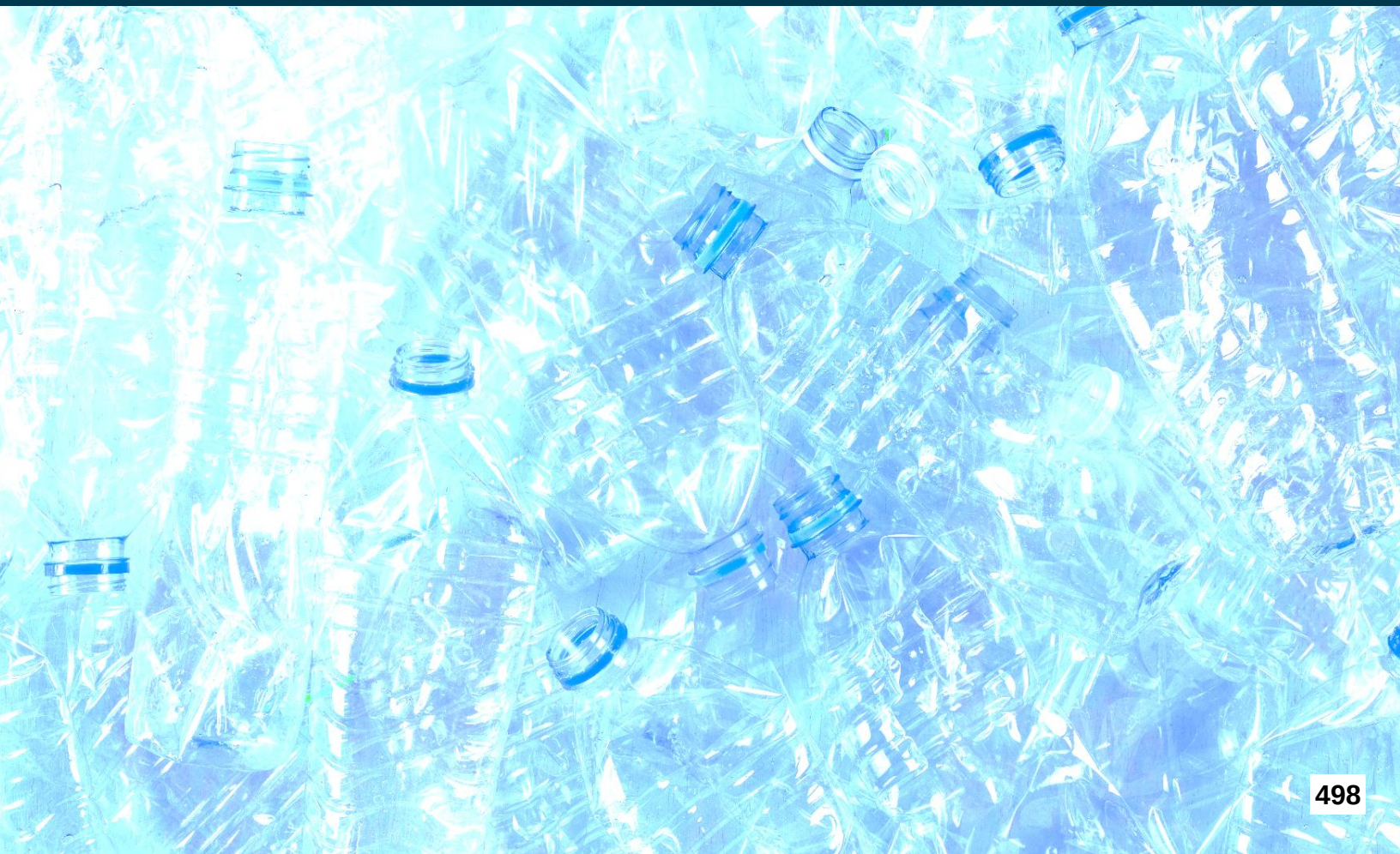
Recent Results

- **City of Oakland.** Annual Solid Waste Rate Setting
- **City of San Jose.** Annual Commercial Rate Setting
- **City of Sunnyvale.** Annual Contractor



ATTACHMENT B

Insurance Letter





January 13, 2026

To: City of Benicia

RE: **HF&H Consultants, LLC**

This letter is to attest and confirm our willingness to provide the required insurance coverages described in the Professional Services Agreement of which we have received a sample attached here, in conjunction with the proposal submitted by our client.

Sincerely,

Edwin Minassian

Edwin Minassian
Account Executive
Granite Insurance Brokers

Granite Professional Insurance Brokers, Inc
360 Lindbergh Ave., Livermore, Ca 94551
Phone: 925-462-8400 Fax: 925-462-8888
License #OC41366 www.graniteins.com & www.EcompNow.com



ATTACHMENT C

SB 1383 Compliance Experience



ATTACHMENT C:

SB 1383 STATEMENT OF QUALIFICATIONS

SB 1383 regulations require compliance with a broad range of organics management planning, monitoring, and compliance activities. The requirements of SB 1383 became effective January 1, 2022, and since 2018 HF&H has assisted dozens of California jurisdictions in planning to meet this challenge.

Building on four regional SB 1383 educational workshops hosted by HF&H in 2018 and 2019 for local governments, development of four Model SB 1383 Implementation Tools for CalRecycle, and performance of dozens of SB 1383 projects for jurisdictions across the state, HF&H developed and refined several tools to help our clients plan for SB 1383 compliance, identify program gaps, provide for food recovery programs, identify processing capacity, negotiate contractor roles in implementation and compliance, and draft or amend franchise agreements and ordinances. HF&H has assisted, and continues to assist, numerous clients to navigate the various aspects of SB 1383 compliance, including providing organics capacity, edible food recovery, reporting, generator compliance, and procurement. See the following table for a summary of HF&H's SB 1383 experience, followed by brief descriptions of the projects grouped as: 1) SB 1383 Program Planning; 2) Franchises, Negotiations, Ordinances, Cost and Funding Analyses; and, 3) SB 1383 implementation. SB 1383 Program Planning project descriptions begin on page 3; Franchises, Negotiations, Ordinances, Cost and Funding Analysis project descriptions begin on page 6; and, SB 1383 Implementation project descriptions begin on page 10.

Jurisdiction	SB 1383 Program Planning		Franchises, Negotiation, Ordinances, Cost Analysis, Funding		SB 1383 Implementation					
	Compliance Assessments	Compliance Planning	Franchise Development, Negotiations	Ordinance Development or Revisions	Cost Analysis/ Funding	Capacity Planning	Edible Food Recovery	Reporting	Generator Compliance	Product Procurement
Alameda		X	X	X	X					
Albany	X	X	X		X					
Alhambra		X	X							
Aliso Viejo	X	X	X		X					
Anaheim	X	X	X	X						
Bakersfield			X	X						
Bell Gardens	X	X	X	X		X	X	X	X	X
Beverly Hills	X	X	X	X	X					
Brea	X		X							
CalRecycle			X	X						
Carlsbad	X	X	X	X	X	X	X	X	X	X
CCCSWA (6 agencies)	X	X		X	X					
Chino Hills			X							
Cupertino	X	X	X		X					
Dublin	X	X	X	X	X					
El Centro			X		X					
El Monte	X	X	X							
Elk Grove	X	X	X		X	X				
Encinitas	X	X			X					
Fullerton	X		X							
Garden Grove	X	X	X	X		X	X	X	X	X

ATTACHMENT C:

SB 1383 STATEMENT OF QUALIFICATIONS

Jurisdiction	SB 1383 Program Planning		Franchises, Negotiation, Ordinances, Cost Analysis, Funding		SB 1383 Implementation					
	Compliance Assessments	Compliance Planning	Franchise Development, Negotiations	Ordinance Development or Revisions	Cost Analysis/Funding	Capacity Planning	Edible Food Recovery	Reporting	Generator Compliance	Product Procurement
Gardena	X	X	X	X		X	X	X	X	X
Hawthorne				X						
Huntington Beach			X							
Inglewood		X	X	X		X		X		
Kern County	X	X	X	X	X	X				
Lawndale			X	X		X		X	X	
Livermore	X	X	X							
Manhattan Beach	X		X							
MCRWMA (7 agencies)	X	X			X	X				
Merced County	X	X	X			X	X			X
MRWMD (9 agencies)	X	X	X	X	X					
Nevada County			X		X					
Oceanside	X	X	X	X	X	X				
Orange County	X	X	X		X	X				
Palm Desert	X		X	X				X	X	
Placentia	X		X	X						
Pleasanton	X	X	X	X	X			X		X
RWMA Yuba Sutter (6 agencies)	X	X								
Redondo Beach			X							
Sacramento			X							
San Bernardino County		X			X	X				
San Diego County		X	X	X		X				
San José	X	X	X	X	X			X		X
San Leandro		X						X	X	
San Ramon	X		X							
Santa Ana			X							
Santa Barbara County		X	X							
Santa Cruz County	X	X	X	X	X	X				
Santa Maria	X	X			X					
SBWMA (12 agencies)	X	X	X		X					
Seal Beach			X							
SLOIWMA (7 agencies, 32 CSDs)	X	X	X	X						X
South Gate	X	X	X							
Stanislaus County			X	X	X					
Stockton		X	X	X	X	X	X	X	X	
Sunnyvale	X	X	X	X	X	X				
Taft	X		X	X						
Vacaville	X	X	X	X	X					
Watsonville	X	X			X					

ATTACHMENT C:

SB 1383 STATEMENT OF QUALIFICATIONS

Jurisdiction	SB 1383 Program Planning		Franchises, Negotiation, Ordinances, Cost Analysis, Funding		SB 1383 Implementation					
	Compliance Assessments	Compliance Planning	Franchise Development, Negotiations	Ordinance Development or Revisions	Cost Analysis/Funding	Capacity Planning	Edible Food Recovery	Reporting	Generator Compliance	Product Procurement
WVSWMA (4 agencies)	X	X	X	X	X	X				
Yorba Linda	X		X				X	X	X	
Yuba City	X	X	X							

SB 1383 Program Planning

- Anaheim – The City of Anaheim engaged HF&H Consultants to identify program gaps to be addressed for SB 1383 compliance, including updates for the franchise agreement and municipal code.
- Bell Gardens – The City of Bell Gardens planned for SB 1383 implementation with HF&H's support. HF&H identified SB 1383 program deficiencies and presented them to the City Council, along with recommended action items. HF&H is supporting the City on an ongoing basis through ongoing contract management with a focus on SB 1383 contract provisions.
- Carlsbad – HF&H assisted the City of Carlsbad in developing a Sustainable Materials Management Plan (SMMP), approved in 2021, that encompassed both an SB 1383 Action Plan and broader sustainable materials management goals. The SMMP includes detailed implementation plans for each city department, policy research and recommendations for hard-to-recycle materials, and a public outreach and education implementation plan; each of which integrated stakeholder input from public meetings and surveys.
- CCCSWA – The Central Contra Costa Solid Waste Authority (five municipalities and the County, also known as RecycleSmart) engaged HF&H to prepare a cost-benefit analysis of organics program options, research food recovery program options, and develop an Action Plan to guide implementation of seven SB 1383-related programs. As part of that effort, HF&H made three presentations to their Board providing an overview of SB 1383 draft regulations, presenting food recovery program options, and presenting the SB 1383 Action Plan. In early 2021, HF&H updated the SB 1383 compliance plan checklist that it had previously prepared for the CCCSWA to align action items with the final SB 1383 regulatory requirements, and during FY 22-23 developed specific compliance and enforcement protocols.
- Cupertino – In late 2020, HF&H assisted Cupertino in assessing staffing and funding needs and options, and the associated rate impacts for meeting SB 1383 outreach, monitoring, and enforcement needs. HF&H staff continue to periodically advise City staff on how to best meet SB 1383 requirements.
- Dublin – In 2021, HF&H assisted Dublin with planning for SB 1383 implementation. HF&H reviewed solid waste programs, identified SB 1383 compliance gaps, and conducted an SB 1383 cost analysis.
- Elk Grove – The City of Elk Grove initiated a long-range strategic planning process when the first draft SB 1383 regulations were available. HF&H prepared the long-range strategic plan and included a robust diversion analysis for recommended SB 1383 organics programs, along with preparation of planning-level estimates for City

ATTACHMENT C:

SB 1383 STATEMENT OF QUALIFICATIONS

implementation costs, on-going City annual costs, annual hauler costs, potential cost impacts on customers, and estimated City staffing needs.

- Encinitas – The City of Encinitas engaged HF&H to assist with planning for SB 1383 implementation. HF&H reviewed current programs, identified SB 1383 compliance gaps, evaluated potential compliance pathways and their associated costs and resource requirements, analyzed rates proposed by the franchise hauler, and drafted an Action Plan for the City to follow as it implements new SB 1383 compliant programs.
- Garden Grove – The City of Garden Grove is finalizing automatic enrollment for SB 1383 implementation with HF&H's support. HF&H is supporting the City on an ongoing basis with identifying SB 1383 program deficiencies and presenting them to the City staff along with recommended actions or participating in additional strategic planning sessions. HF&H also supports the City with ongoing contract management with a focus on contract provisions related to SB 1383.
- Inglewood - The City of Inglewood works with HF&H support to identify SB 1383 program deficiencies and program updates to prepare recommended actions or participate in additional strategic planning sessions. HF&H also supports the City with ongoing contract management with a focus on contract provisions related to SB 1383.
- Kern County – With HF&H's assistance, Kern County factored SB 1383 into a long-term planning process to address the roles of County staff and facilities in meeting the needs for processing. HF&H assessed the performance of the current system, identified new opportunities, conducted compliance assessments and planning, and created a comprehensive action plan.
- Livermore – The City of Livermore engaged HF&H to lead the City in negotiations between the City and Livermore Sanitation, Inc. for collection, processing, and disposal services. These specifically included the integration of collection and processing service, public education and outreach, and record keeping and reporting requirements contained in the then-current (2018) draft SB 1383 regulations.
- Merced County Regional Waste Management Authority – The Merced County Regional Waste Management Authority (MCRWMA) includes Atwater, Dos Palos, Gustine, Livingston, Los Banos, the City of Merced, and Merced County. MCRWMA engaged HF&H to assist with implementation of additional programs to comply with SB 1383, which included identifying current gaps in compliance with state regulations, identifying regional organics processing capacity, projecting cost and staffing impacts of new programs, and developing implementation action plans. After completion of this project, MCRWMA engaged HF&H Consultants to issue a competitive procurement for an organic waste processing facility at the Highway 59 landfill.
- Oceanside – The City of Oceanside engaged HF&H to develop an SB 1383 Action Plan and to update the City's Zero Waste Plan to reflect the SB 1383 Action Plan. HF&H determined City costs associated with implementing SB 1383 programs and policies. HF&H also conducted public stakeholder engagement to obtain community feedback on compliance solutions and impacts.
- Orange County – HF&H prepared and led two customized SB 1383 Guidance workshops for County staff.
- Pleasanton – The City of Pleasanton engaged HF&H to develop an SB 1383 Action Plan, including evaluating current compliance gaps, analyzing the cost and staffing requirements of each implementation option, and preparing step-by-step action plans and timelines for each program area. HF&H subsequently supported the City with implementing the Action Plan, including drafting and negotiating an amended franchise agreement, drafting an SB 1383 ordinance update and Environmentally Preferable Purchasing Policy, and developing SB 1383 reporting templates.
- Regional Waste Management Authority (of Sutter and Yuba Counties) – The Regional Waste Management Authority (RWMA) engaged HF&H to perform a compliance review and resource analysis with respect to SB 1383

ATTACHMENT C:

SB 1383 STATEMENT OF QUALIFICATIONS

compliance. Thereafter, HF&H performed an organization analysis (including a survey of similar organizations) to determine what changes were necessary in authority, responsibility, and staffing to respond to the demands of SB 1383, as well as the retirement of the long-term Director of the RWMA and consultant.

- San Bernardino County –The County of San Bernardino, with HF&H’s support, evaluated their solid waste programs for residents, businesses, and internal County operations for compliance with SB 1383. Upon identifying compliance gaps, HF&H evaluated the costs and benefits of multiple compliance pathways and provided an implementation master plan to guide the County’s implementation. San Bernardino is the largest county in the United States with over 20 solid waste franchise agreements covering the unincorporated areas alone, making this one of the largest planning exercises in the state. HF&H subsequently negotiated these franchise agreements to comply with SB 1383.
- San José – The City of San José’s residential and commercial collection systems are variations on the SB 1383 default two-container system, with processing of MSW to remove organics including food and loose-in-the-street yard trimmings. Beginning soon after SB 1383 became law in 2017, HF&H has periodically advised the City on a variety of issues related to meeting SB 1383 requirements for both collection and processing.
- San Luis Obispo Integrated Waste Management Authority (SLOIWMA) – HF&H assisted SLOIWMA in preparing its first Strategic Plan, which included an SB 1383 Action Plan approved in 2022. SLOIWMA additionally expanded HF&H’s scope of service to include SB 1383 implementation support.
- Santa Barbara County – HF&H prepared and led a customized SB 1383 Guidance workshop for County staff.
- Santa Cruz County – Santa Cruz County hired HF&H to assist in the identification, negotiation, and cost analysis of the new programs it needed to achieve compliance with SB 1383.
- Santa Maria – The City of Santa Maria engaged HF&H to develop an SB 1383 Action Plan. In it, HF&H included assessments of the City’s current compliance status (with respect to SB 1383), identification of program options to assist the City in achieving compliance, and provision of cost estimates for instituting expanded collection service and programmatic requirements.
- South Bayside Waste Management Authority (SBWMA) – HF&H prepared an SB 1383 Action Plan for the SBWMA, located in southern San Mateo County, which included a gap analysis to identify areas of non-compliance and development of a cost model for implementation and on-going management of new program and policy requirements. HF&H presented the Action Plan to several committees and to the SBWMA Board of Directors in 2020 and provided guidance and support with implementation of the compliance plan.
- South Gate – The City of South Gate planned for SB 1383 implementation with HF&H’s support. HF&H identified SB 1383 program deficiencies and presented them to the City Council, along with recommended action items. HF&H is supporting the City through contract management oversight with a focus on SB 1383 contract compliance.
- Sunnyvale – HF&H prepared an SB 1383 Action Plan for the City of Sunnyvale focused on City activities and City oversight of contractor activities, with various levels of detail tailored to the City’s implementation needs. HF&H also developed a financial model to assess a range of options for meeting SB 1383 procurement requirements through use of the City’s wastewater treatment plant to digest source-separated food to create electricity.
- Vacaville – In 2018 and 2019, HF&H performed an SB 1383 planning project for Vacaville, which included an SB 1383 compliance assessment and action plan, a review of the City’s current franchise agreement, and a financial analysis that illustrated anticipated SB 1383 costs in terms of rate increases, overall dollar amounts, and staffing time. In 2020, HF&H updated the SB 1383 analysis and memorandum to reflect the April 2020 SB 1383 draft regulations.

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SB 1383 STATEMENT OF QUALIFICATIONS

- Watsonville – The City of Watsonville engaged HF&H to evaluate how the City’s owned and operated collection operations needed to be modified and expanded to achieve SB 1383 compliance. HF&H conducted a compliance gap analysis, which included assessment of operational cost impacts and provision of various program options the City could utilize to achieve compliance.
- West Valley Solid Waste Management Authority – The West Valley Solid Waste Management Authority (WVSWMA), which includes the cities of Campbell, Monte Sereno, and Saratoga; and the Town of Los Gatos engaged HF&H in assisting each member agency in the development of its SB 1383 implementation plans and on-going compliance with SB 1383.
- Yuba City – The City of Yuba City has engaged HF&H to assist with SB 1383 planning. HF&H is conducting a regulatory gap analysis to identify programs and policies that need to be modified or enhanced to achieve compliance. HF&H provided program implementation considerations for Yuba City and highlighted sections of the City’s franchise agreement that need to be modified to achieve SB 1383 compliance.

Franchises, Negotiations, Ordinances with SB 1383 Provisions; Cost and Funding Analyses

- Alameda – HF&H assisted the City of Alameda in negotiating a new sole source, SB 1383-compliant collection and processing agreement. Alameda City Council approved the agreement in late 2021.
- Alhambra – The City of Alhambra conducted a competitive RFP process for a new solid waste agreement to be compliant with SB 1383. As part of the competitive procurement, HF&H drafted a franchise agreement inclusive of SB 1383 requirements. The final negotiated agreement is compliant with SB 1383 requirements and includes several additional community programs and benefits.
- Aliso Viejo – The City of Aliso Viejo amended and restated their franchise agreement to comply with SB 1383. HF&H assisted the City with SB 1383 compliance by amending and restating the franchise agreement, negotiating hauler compensation, and developing measurable compliance reporting methods.
- Anaheim – The City of Anaheim is amending their environmental programs to comply with SB 1383. HF&H assisted with amending the City’s municipal code. HF&H also supported the City’s SB 1383 compliance by amending the franchise agreement, negotiating hauler compensation, and developing measurable compliance reporting methods.
- Bakersfield – The City of Bakersfield engaged HF&H to update its municipal code to address SB 1383 and draft an amended collection agreement to be used by the multiple haulers operating throughout Bakersfield. HF&H completed the municipal code update and the draft collection agreement amendment.
- Bell Gardens – HF&H assisted Bell Gardens by drafting the required ordinances, updating the City’s municipal code, and amending the non-exclusive solid waste agreement for SB 1383 compliance.
- Beverly Hills – The City of Beverly Hills conducted sole source negotiations to amend their franchise agreement to comply with SB 1383. HF&H performed two cost-of-service audits to understand baseline performance and presented multiple pathways toward compliance to the City’s solid waste committee. Options presented by HF&H included various funding mechanisms to mitigate the rate impacts to customers. HF&H assisted in reviewing the ordinance drafts prepared by Beverly Hills staff and City Attorney.
- CalRecycle – California’s Department of Resources Recycling and Recovery (CalRecycle) engaged HF&H to manage the development of four Model SB 1383 Implementation Tools and Guidance to support jurisdictions and other regulated entities across the state with implementing programs and policies to reach compliance with the SB 1383 regulations. The tools include a Model Mandatory Organics Disposal Reduction Ordinance, Model Procurement

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Policy, Model Franchise Agreement, and Model Food Recovery Agreement. In 2020 and 2021, HF&H assisted CalRecycle in distributing and presenting the model tools and guidance via webinars.

- Carlsbad – HF&H assisted the City of Carlsbad in developing a request for proposals, including a draft franchise agreement for disposal, collection, and processing of solid waste, organics, recyclable materials, and construction and demolition. HF&H assisted the City throughout the procurement process in evaluating proposals, leading negotiations with proposers, and finalizing the franchise agreement with the chosen proposer. HF&H additionally assisted the City with negotiations for the Palomar Transfer Station and in amending their municipal code and procurement policy to be compliant with SB 1383.
- Chino Hills – The City of Chino Hills conducted an RFP process for SB 1383-compliant solid waste, recycling, and organics collection services. HF&H evaluated current services and drafted an RFP and agreement inclusive of SB 1383 requirements. HF&H also updated the City’s municipal code for compliance with SB 1383 and consistency with the draft agreement in the RFP for collection services.
- Cupertino – During 2020, HF&H assisted the City of Cupertino in defining City and contractor roles for SB 1383 implementation, in addition to negotiating a new sole source agreement with Recology incorporating SB 1383 requirements. This included a planned review of performance and costs following SB 1383 implementation that began in mid-2023. HF&H is currently assisting the City in assessing MSW processing enhanced organics recovery and future C&D processing options.
- Dublin – HF&H assisted the City of Dublin in drafting and negotiating an amendment to their franchise agreement with provisions for SB 1383 compliance. HF&H prepared an ordinance for the City of Dublin that aligned with StopWaste’s model ordinance for SB 1383 compliance. The ordinance was finalized and approved by City Council in the fall of 2021.
- El Centro – The City of El Centro amended their solid waste programs to comply with SB 1383. HF&H supported the City’s compliance with SB 1383 by amending and restating the franchise agreement, negotiating hauler compensation, and developing measurable compliance reporting methods.
- El Monte – HF&H developed an SB 1383 compliant exclusive solid waste agreement for the City of El Monte and negotiated the terms and rates with the service provider.
- Elk Grove – HF&H assisted the City of Elk Grove in negotiating changes to its franchise agreement to comply with SB 1383, including a complete transition to new customer collection containers in 2022. HF&H conducted an SB 1383 compliance gap analysis assessment and drafted a revised franchise agreement with new provisions to comply with SB 1383. The agreement was approved by the City Council and finalized in the summer of 2021.
- Gardena – HF&H assisted the City of Gardena with the development of an SB 1383 compliant exclusive solid waste agreement and negotiated the terms and rates with the service provider.
- Hawthorne – HF&H assisted the City by drafting the required ordinances for updates to the City’s municipal code.
- Inglewood – The City of Inglewood conducted sole source negotiations to amend their franchise agreement for enhanced programs and SB 1383 compliance. HF&H performed a contract analysis to identify deficiencies in the current agreement, in addition to adding SB 1383 compliant services. HF&H annually assists Inglewood with ongoing management of the solid waste agreement and legislative compliance by acting as a liaison between the City and CalRecycle, as well as in compiling relevant data. HF&H assisted the City in making the required updates to the City’s Municipal Code for compliance with SB 1383.

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- Kern County – HF&H drafted the updated County Code for Kern County, in addition to creating a model SB 1383 enforcement ordinance for each of the Cities within the County. HF&H provided recommendations on SB 1383 compliance that addresses the County’s unique and interconnected collection and facility systems.
- Lawndale – The City of Lawndale conducted a competitive RFP process for a new solid waste agreement to be compliant with SB 1383. As part of the competitive procurement, HF&H drafted a franchise agreement inclusive of SB 1383 requirements and solicited feedback from several haulers. HF&H drafted the required ordinances and updated the City’s municipal code.
- Manhattan Beach – The City of Manhattan Beach conducted an RFP process for SB 1383-compliant solid waste, recycling, and organics collection services. HF&H evaluated solid waste services, drafted an RFP and agreement inclusive of SB 1383 requirements, solicited hauler feedback on the draft agreement, and negotiated with multiple haulers.
- Monterey Regional Waste Management District (MRWMD) – The MRWMD (eight municipalities and the County) engaged HF&H to assist with planning for the upcoming obligations of SB 1383 on the MRWMD’s solid waste system. As part of this work, HF&H evaluated the MRWMD’s three franchise waste haulers’ collection operations to identify gaps in performance or service compared to SB 1383 requirements. Using the gap analysis, HF&H conducted negotiations, performed cost analysis of proposed programs, developed amendments to each of the nine member agencies’ franchise agreements, and developed a municipal code system design document that facilitated the process of planning for, and defining the necessary changes to the individual member agencies’ municipal codes to implement the required ordinances or other enforceable policies of SB 1383.
- Nevada County – HF&H assisted the County of Nevada with sole source negotiations for a rural, exclusive franchise area, which has led to the development of a flexible framework to efficiently implement SB 1383 compliant programs (when required), while avoiding cost impacts before CalRecycle finalized the regulations.
- Oceanside – The City of Oceanside engaged HF&H to assist with a competitive procurement for a franchise collection company and processing of organic waste. The procurement process was informed by HF&H’s development of Oceanside’s SB 1383 Action Plan.
- Orange County Republic Cities (Brea, Fullerton, Garden Grove, Huntington Beach, Placentia, Seal Beach, and Yorba Linda) – As part of Phase 1 of this project, HF&H performed contract analysis to identify necessary enhancements to the agreements, as well as individualized SB 1383 gap analysis to help the cities begin internal implementation. The cities are currently conducting Phase 2 of the project for sole source negotiations to amend their franchise agreements to comply with SB 1383. Some of the cities have requested additional assistance from HF&H in reviewing ordinances or more generally, as needed. Yorba Linda and Garden Grove have completed their negotiations and receive ongoing support from HF&H for SB 1383 implementation.
- Orange County – Orange County conducted a competitive RFP process for discarded materials management in several unincorporated zones. Orange County utilized the model SB 1383 franchise agreement from CalRecycle to prepare updated franchise agreements. The County requested HF&H to review the draft franchise agreements to ensure SB 1383 compliance.
- Palm Desert – The City of Palm Desert conducted sole source negotiations to amend their franchise agreement to comply with SB 1383. HF&H performed a contract analysis to identify SB 1383 deficiencies and other contract terms that needed updating to comply with industry standards. HF&H also assisted with revising the City’s Municipal Code for SB 1383 compliance. HF&H supports the City on an ongoing basis with SB 1383 implementation and oversight of the newly amended franchise agreement.

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SB 1383 STATEMENT OF QUALIFICATIONS

- Pleasanton – HF&H has provided comprehensive SB 1383 support to the City of Pleasanton, including: developing their SB 1383 Action Plan and cost analysis; drafting an amended franchise agreement and leading negotiations; and, drafting SB 1383 ordinance updates.
- Redondo Beach – In 2017, HF&H performed a cost-of-service audit for the City and assisted with sole source negotiations to amend their franchise agreement, to adjust hauler compensation and comply with SB 1383. The amendment incorporated all previous programs and high levels of service found in the original agreement, including the retention of a 75% diversion rate. The amended agreement was also modified following hauler negotiations to assume street sweeping services throughout the City at no additional cost.
- Sacramento (Old Sacramento Collection District) – HF&H managed the competitive procurement process for the Old Sacramento Collection District, a specific area within the City of Sacramento with unique service conditions, aesthetics, and tourism needs. HF&H conducted a service demand analysis through on-site data collection, evaluated necessary SB 1383 programs and services, and drafted a new franchise agreement and RFP. HF&H conducted the proposal evaluation process, while engaging closely with local businesses and stakeholders, and negotiated the final agreement.
- San Diego County – The County of San Diego redesigned its non-exclusive franchise collection system for residential and commercial customers to include integration of expanded organics programs, as well as performance standards to align with SB 1383 regulations. HF&H conducted a baseline analysis, produced concept papers, held hauler outreach meetings, drafted a new non-exclusive franchise agreement with SB 1383-aligned provisions, and revised the solid waste ordinance and C&D ordinances to assist the County with SB 1383 compliance. HF&H assisted the County in the development of tools to monitor the non-exclusive haulers' implementation of SB 1383 organics collection services, contamination monitoring, education, and reporting activities.
- San José – HF&H assisted the City of San Jose in anticipating how SB 1383 organics collection and processing requirements would affect its two commercial services agreements, in addition to assisting with the negotiation of new sole source agreements with its four residential collection and processing contractors to minimize future changes in scope. During 2021, HF&H assisted the City in amending their municipal code to include SB 1383-compliant language.
- San Leandro – HF&H assisted the City in procuring new long-term, SB 1383-compliant collection and organics processing services. HF&H assisted the City in developing a strategic approach to procuring collection and post-collection services including providing multiple City Councilmember briefings and presentations. Upon Council direction, HF&H developed two requests for proposals: a sole-source RFP package for collection services and a competitive RFP package for post-collection services. HF&H supported the City with simultaneous negotiations for both services. The final result included three separate agreements with two companies for collection services, recyclables processing, and disposal and organics processing.
- San Luis Obispo Integrated Waste Management Authority (SLOIWMA) – Following HF&H's development of SLOIWMA's SB 1383 Action Plan, HF&H assisted SLOIWMA with franchise agreement drafting and negotiations on behalf of eight member agencies and over a dozen Community Special Districts to assist each in complying with SB 1383 regulations. HF&H has also created a model ordinance for member agency compliance with SB 1383.
- San Ramon – HF&H managed the City of San Ramon's competitive RFP process for collection and processing services. Through this process, HF&H drafted new contract provisions to address SB 1383 requirements and negotiated what may be the first SB 1383 compliant collection and processing agreement in the state. The new agreement also includes a 90% minimum diversion requirement.

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- Santa Ana – The City of Santa Ana adopted a green policy drafted by HF&H, inclusive of SB 1383 compliance goals. The City and HF&H drafted an SB 1383-compliant solid waste agreement and RFP which was released in 2020. The City received four responsive proposals and ultimately selected Republic Services in 2022.. HF&H assisted the City by evaluating the costs as a percentage of first year rate revenue, and drafted agreement language to be incorporated in the agreements.
- Santa Barbara County – HF&H assisted the County of Santa Barbara with contract negotiation support for their two exclusive haulers to incorporate SB 1383 programs. The County presented the executed agreements for County Board approval. HF&H also prepared and led an SB 1383 Guidance workshop for County staff.
- Santa Cruz County – HF&H reviewed Santa Cruz County’s franchised hauler’s current operations and agreements to identify necessary changes that will need to be made due to SB 1383 and is negotiating changes to each of the franchised hauler’s agreements to meet those obligations. HF&H also supported Santa Cruz County in developing a Request for Proposals (RFP) for SB 1383 compliant organics processing services. Additionally, HF&H has supported the County of Santa Cruz with amendments to its solid waste management agreements and County Code.
- South Bayside Waste Management Authority (SBWMA) – Following HF&H’s completion of the SBWMA’s (southern San Mateo County) SB 1383 compliance plan, the SBWMA engaged HF&H to assist with various SB 1383 program planning and implementation activities. In 2022, HF&H supported the SBWMA on implementation of SB 1383-related activities, including expanded organics collection services, contamination monitoring, and reporting and development of an organic waste sampling plan for the SBWMA transfer station.
- Stanislaus County – HF&H assisted the County in negotiating contract amendments with three haulers to address SB 1383. HF&H then revised the County Code to address SB 1383 including use of one-, two-, and three-container systems, and to remove or consolidate outmoded provisions.
- Stockton – HF&H assisted the City of Stockton in defining City and contractor roles for SB 1383 during negotiation of 2019 sole source collection agreements with Republic Services and WM. The new agreements were based on draft CalRecycle regulations with minimal opportunity for contractors to negotiate changes in scope based on the final regulations. The new agreement resulted in the introduction of new organics services for most customers and addressed organics processing requirements. In 2022, HF&H revised the City’s municipal code for SB 1383-compliance.
- Sunnyvale – In 2018, the City engaged HF&H to conduct a performance review to determine the collection contractor’s ability to ensure SB 1383 program compliance, which led to the negotiation of a new sole source collection agreement. From 2020-2022, HF&H staff facilitated negotiation and development of a new 15-year MOU with the City of Mountain View for use of the Sunnyvale-owned SMaRT Station that addresses SB 1383 processing requirements, advised the City in designing and conducting a competitive SB 1383 organics processing RFP process, and assisted in negotiating two final processing agreements addressing a variety of source-separated and mixed organic streams. In 2020-21, HF&H assisted the City in an advisory role, as it revised its municipal code to be SB 1383-compliant.
- Taft – HF&H prepared an Action Plan for CalRecycle to be discussed during the City’s annual check-in meeting with CalRecycle. In 2020, HF&H prepared an amended Solid Waste Ordinance, a new C&D ordinance, and Waste Management Plan to be complaint with SB 1383.
- Vacaville – HF&H prepared an SB 1383 Action Plan for the City that included recommended modifications to the City’s franchise agreement to support compliance with SB 1383. During 2020 and 2021, HF&H prepared and negotiated an SB 1383 amendment to the City’s franchise agreement that integrated SB 1383-related program

ATTACHMENT C: SB 1383 STATEMENT OF QUALIFICATIONS

and reporting changes. The franchise amendment process also included HF&H's evaluation of the hauler's SB 1383 cost proposal and rate modeling to finalize the residential and commercial rate adjustments. HF&H concurrently updated the City's Municipal Code to integrate SB 1383 requirements.

- West Valley Solid Waste Management Authority – The West Valley Solid Waste Management Authority (WVSWMA) includes the cities of Campbell, Monte Sereno, Saratoga; and, the Town of Los Gatos. In its role as Executive Director of the authority, HF&H negotiated an amendment to WVSWMA's agreement with West Valley Collection & Recycling to assist with SB 1383 compliance, and is developing a Request for Proposals (RFP) for WVSWMA collection and processing services. Additionally, HF&H is assisting each member agency in the development of their SB 1383 ordinance.

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SB 1383 Implementation

- Bell Gardens – After amending the City’s non-exclusive solid waste agreement, HF&H assisted the City in completing and submitting the organics and edible food recovery capacity planning to Los Angeles County. Currently, HF&H supports City staff with SB 1383 program waiver review, compliance documentation, recordkeeping, and reporting requirements.
- Carlsbad – Following HF&H’s development of the City of Carlsbad’s Sustainable Materials Management Implementation Plan, which encompassed an SB 1383 implementation plan, HF&H has assisted the City with a range of SB 1383 compliance activities, including but not limited to updating the City’s special events application process and program, assessing organics and edible food recovery capacity, developing an inspection and enforcement program for generators, identifying SB 1383 product procurement strategies, and providing City staff templates and training for recordkeeping and reporting.
- Elk Grove – HF&H performed a financial feasibility analysis for developing a solid waste, recycling, and organics transfer facility in the City. This analysis built-off of the long-range strategic plan HF&H developed for the City of Elk Grove, including a robust diversion analysis for recommended SB 1383 organics programs.
- Garden Grove – After negotiating and amending the City’s exclusive solid waste agreement, HF&H assisted the City in completing and submitting the organics and edible food recovery capacity planning to Orange County. Currently, HF&H supports City staff with SB 1383 program development and implementation including programs related to community engagement/outreach, self-haul permit protocols, waiver review, recordkeeping, and reporting requirements including assisting with CalRecycle’s Electronic Annual Report.
- Gardena – HF&H developed effective reporting tools to assist the City and the hauler with monitoring route reviews, compliance documentation, and public education and outreach materials in addition to providing waiver review and recordkeeping support. HF&H conducted and submitted the organics and edible food recovery capacity planning to Los Angeles County.
- Inglewood – HF&H developed a waiver tracking report to assist the City in tracking the status of waiver applications. HF&H assisted the City in completing their Organics Capacity Plan, including calling edible food recovery organizations to determine capacity. On an annual basis HF&H assists the City in reviewing the draft CalRecycle Electronic Annual Report prepared by the exclusive hauler. HF&H drafts and reviews public education and outreach related to SB 1383 programs for City use.
- Kern County – Kern County explored new SB 1383 compliant technology options to expand their processing capacity and meet diversion targets. HF&H supported the County in conducting a request for qualifications and statement of interest process for potential facilities, technologies, and operational models. HF&H has researched potential technology options, drafted the RFQ/SOI, evaluated proposals, provided recommendations to the County, and assisted with recommending next steps in moving forward with numerous proposers.
- Lawndale - Following the development of the City’s new franchise agreement, HF&H assisted the City with a range of SB 1383 compliance activities including but not limited to completing and submitting the organics and edible food recovery capacity planning to Los Angeles County, monitoring generator compliance, and supporting City staff with recordkeeping and reporting compliance.
- Merced County – HF&H assisted the County of Merced with edible food recovery program planning and implementation. HF&H interviewed representatives from key food recovery organizations and services in the County, and used the information to develop a survey to be used to gather information from organizations in the

ATTACHMENT C:

SB 1383 STATEMENT OF QUALIFICATIONS

future. HF&H conducted the County's edible food recovery capacity planning report for CalRecycle. Using GIS, HF&H developed interactive maps to visualize gaps in the food recovery ecosystem, including identifying demographic factors impacting food insecurity in the County. HF&H developed a "Road Map" plan for the County's edible food recovery implementation, and created education and outreach materials for generators and food recovery organizations. Additionally, HF&H has developed GIS waiver maps for the County, drafted a Corrective Action Plan in coordination with CalRecycle, and is negotiating revised franchise agreements with the County's three haulers.

- Orange County – For the County of Orange, HF&H analyzed local organics processing infrastructure throughout the counties of Los Angeles, Kern, Orange, Riverside, San Bernardino, San Diego, and Ventura. Additionally, HF&H has assisted the County with modeling anticipated tonnage reductions at the Orange County landfill system surrounding SB 1383, as well as the associated impacts to gate revenues, liabilities, capacity, and closure dates.
- Palm Desert – HF&H monitors generator compliance with SB 1383 using hauler monthly reports on an ongoing basis. HF&H also assisted the City in updating their municipal code for SB 1383. The enforcement mechanisms established with the updated municipal code and the monthly monitoring have helped the City achieve 100% compliance with AB 341, AB 1826, and SB 1383 recycling and organics collection.
- Pleasanton – HF&H has provided comprehensive SB 1383 implementation support for the City of Pleasanton, including: developing a new Environmentally Preferable Purchasing Policy; creating SB 1383 reporting templates; and, conducting a rate review and performance review of the City's hauler in anticipation of new SB 1383 programs.
- San Bernardino County – HF&H assisted the County of San Bernardino to project the tonnage reductions at their landfills and transfer station due to SB 1383 and the associated financial implications, including gate revenue, closure and post-closure liabilities, and enterprise fund balances. To understand these implications, HF&H performed an analysis to evaluate the impacts on five active landfills and nine active transfer stations.
- San José – After working in close coordination with a City team, HF&H completed development of a standard operating procedure for use by the City's four residential haulers in conducting consistent annual contamination route reviews. HF&H analyzed the costs of various approaches and created reporting tools for the haulers and City to document and report route review results. HF&H also recently served as the prime consultant for development of a City SB1383 product procurement program.
- San Leandro – During 2022-23, HF&H assisted the City with a variety of SB 1383 compliance issues including, but not limited to coordination with CalRecycle and the City's hauler, ensuring generator compliance with AB 341 and AB 1826, establishing the implementation record and other reporting processes including use of Recyclist, bringing city facilities into compliance, as well as general education and outreach program development to improve generator participation in SB 1383-compliant programs and targeted outreach to multi-family residents.
- Santa Cruz County – HF&H is working with Santa Cruz County to identify the roles of County staff and performed a cost of service analysis to determine the funding needed for additional facilities that will be required in meeting the needs for processing.
- South Bayside Waste Management Authority (southern San Mateo County) – HF&H analyzed SB 1383 organic materials sampling requirements for the SBWMA's Shoreway Environmental Center and summarized the requirements to specifically applied to the facility based on the incoming types of organic materials and the processing activities. In 2022, HF&H provided on-going guidance and support to the SBWMA as SB 1383 program implementation occurs.

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- Stockton – HF&H is assisting the city with various SB 1383 implementation tasks on an on-call basis, including projecting organics processing capacity needs for use by San Joaquin County, advising on edible food recovery planning, developing SB 1383-compliant franchisee and industrial permittee reporting forms, and advising on design of the implementation record.
- Sunnyvale – HF&H assisted the City of Sunnyvale in determining how the SB 1383 regulations will affect organics removal from a pending redesigned MSW processing line at the City-owned SMaRT Station. The SMaRT Station processes MSW as a secondary means of organics capture, following robust source separation programs. In early 2023, HF&H completed analysis of the need for new hauler-requested routes to address expanded commercial organics service.
- Yorba Linda – After negotiating and amending the City’s exclusive solid waste agreement, HF&H now supports City staff with SB 1383 program development and implementation including programs related to community engagement/outreach, self-haul permit protocols, waiver review, recordkeeping, and reporting requirements including assisting with CalRecycle’s Electronic Annual Report.

Exhibit B

HFH Pricing Proposal



HF&H Consultants
590 Ygnacio Valley Rd. Suite 105
Walnut Creek, CA 94596
Phone: (925) 977-6950
Web: hfh-consultants.com

January 16, 2026

Sharon Denney
Management Analyst
City of Benicia
250 East L Street
Benicia, CA 94510

Sent via email: sdenney@ci.benicia.ca.us

Subject: Pricing Proposal for Solid Waste and Recycling Professional Services

Dear Sharon Denney,

HF&H Consultants, LLC (HF&H) is pleased to submit our Pricing Proposal to the City of Benicia (City) for the provision of services under the Professional Services Agreement (PSA), in accordance with the requirements outlined in the RFP.

NOT-TO-EXCEED AMOUNT

HF&H proposes a not-to-exceed amount of \$182,000 for all Base Services required under the PSA, in accordance with the parameters set forth in the RFP and PSA. This amount includes all reimbursable expenses, overtime, and travel time. No additional parameters beyond those specified are required to establish this amount; provided, however, HF&H has also provided a componentized Optional Supplemental Services pricing proposal that would increase the not-to-exceed amount by up to \$23,420 the City may consider in support of an even more robust procurement process.

REIMBURSABLE EXPENSES

All reimbursable expenses are included in the proposed not-to-exceed price.

ADDITIONAL SERVICES

Should additional services be requested beyond the scope of the PSA, HF&H has provided billing rates in Attachment A.

OVERTIME AND TRAVEL

Overtime and travel time are included in the proposed not-to-exceed price.



Figure 1. Base Pricing Proposal

DETAILED PRICING FORM BY TASK & KEY DELIVERABLES	
Base Services	Not-To-Exceed Budget
Task 1: Project Kick-off and Schedule Development	\$ 7,290.00
1.1 Project Kick Off Meeting	\$ 3,130.00
1.2 Project Schedule Development and Maintenance	\$ 4,160.00
Task 2: Comprehensive Solid Waste Management Assessment	\$ 33,650.00
2.1 Information Gathering	\$ 2,410.00
2.2 Evaluation of Existing Conditions	\$ 7,555.00
2.3 Stakeholder Engagement	\$ 6,475.00
2.4 Design Intake & Gap Analysis	\$ 5,910.00
2.5 Design Intake Process and Recommendations	\$ 11,300.00
Task 3: Develop Competitive Solid Waste Services Solicitation Package	\$ 53,520.00
3.1 Request for Proposals (RFP) Document Development	\$ 13,690.00
3.2 Draft Franchise Agreement Development	\$ 19,190.00
3.3 Cost Forms Development	\$ 3,380.00
3.4 Prepare and Release RFP Solicitation Package	\$ 1,740.00
3.5 Proposer Engagement Activities (Post RFP Release)	\$ 15,520.00
Task 4: Technical Review and Cost Evaluation	\$ 35,000.00
4.1 Proposal Review and Evaluation	\$ 18,400.00
4.2 Evaluation Process Documentation	\$ 16,600.00
Task 5: Negotiations, Contract Finalization. Presentations	\$ 52,540.00
5.1 Contract Negotiations	\$ 37,020.00
5.2 Presentations to City Council	\$ 15,520.00
Not-to-Exceed Project Budget (Base Services)	\$ 182,000

Figure 2. Optional Supplemental Services Pricing Proposal

DETAILED PRICING FORM BY TASK & KEY DELIVERABLES	
Optional Supplemental Services	Not-To-Exceed Budget
Task A: City Proposal Review and Evaluation Support	\$ 10,060.00
A.1 Support City Evaluation Process	\$ 4,440.00
A.2 City Evaluation Process Documentation	\$ 5,620.00
Task B: Benchmarking and Rate Impact Analysis	\$ 13,360.00
B.1 Benchmarking for Reasonableness	\$ 5,680.00
B.2 Rate Modeling and Impact Analysis	\$ 7,680.00
Not-to-Exceed Project Budget (Optional Supplemental Services)	\$ 23,420



Sharon Denney
January 16, 2026
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We appreciate the opportunity to submit this proposal and look forward to partnering with the City to deliver high-quality, cost-effective services that accomplish the specific objectives outlined in the RFP and advance the City's procurement process for a future Exclusive Franchise Agreement for solid waste and recycling management services. Please do not hesitate to contact us with any questions or clarifications.

Sincerely,
HF&H Consultants, LLC

A handwritten signature in black ink, appearing to read 'Rob Hilton', is written over the text 'HF&H Consultants, LLC'.

Rob Hilton
President

Attachment A – HF&H Billing Arrangements



Standard Hourly Rates and Billing Arrangements

(Effective January 1, 2026)

PROFESSIONAL FEES

Hourly rates for professional and administrative personnel are as follows:

Position	Rate
Executive	\$335 - \$380
Senior Project Manager	\$310 - \$340
Project Manager	\$280 - \$300
Senior Associate	\$230 - \$295
Associate Analyst	\$190 - \$220
Assistant Analyst	\$165 - \$195
Administrative Staff	\$140 - \$185

DIRECT EXPENSES

Standard charges for common direct expenses are as follows:

Automobile Travel	Prevailing IRS mileage rate
Airfare and Public Transit.....	Actual Cost

BILLING POLICIES

Our policy is to bill for our services based on the standard hourly rates of the staff member assigned, multiplied by the time required to perform the client-related tasks, plus the direct expenses as described above. In implementing this policy, we adhere to the following practices:

- It is our standard practice to e-mail invoices to our clients, although hard copies of invoices can be sent to clients on request.
- We round to the nearest one-quarter hour (e.g., if two hours and 55 minutes are spent on a task, it is recorded as three hours, if two hours and 5 minutes are spent on a task, it is recorded as two hours). A minimum charge of one-quarter hour is charged for any client work performed in a day.
- We do not markup out-of-pocket expenses; however, we may charge administrative or professional time related to the provision of the goods and services associated with these charges.
- If subcontractors are used, HF&H reserves the right to charge a 10% markup.
- Mileage fees are based on the round-trip distance from the point of origin.
- If a client's change to a previously scheduled meeting results in penalties being assessed by a third party (e.g., airline cancellation fee), then the client will bear the cost of these penalties.
- For multi-year projects, HF&H reserves the right to adjust the billable rate ranges listed above by an annual CPI adjustment that may be rounded up to the closest \$5.00 increment.



Standard Hourly Rates and Billing Arrangements

While no minimum fee for a consulting engagement has been established, it is unlikely (given the nature of our services) that we can gain an understanding of a client's particular requirement, identify alternatives, and recommend a solution in less than twenty-four consulting hours.

INSURANCE

We maintain the following policies of insurance with carriers doing business in California:

- Commercial General Liability Insurance (\$2,000,000 Occurrence/\$4,000,000 Aggregate)
- Workers' Compensation (\$1,000,000)
- Professional Liability Insurance (\$2,000,000 Occurrence/\$2,000,000 Aggregate)
- Hired and Non-Owned Auto Liability¹ (\$2,000,000)
- Umbrella Liability (\$3,000,000 Occurrence/\$3,000,000 Aggregate)
- Cyber Liability (\$1,000,000 Each Claim)

All costs incurred in complying with additional coverages or limits (excluding additional insured and waiver of subrogation endorsements) become the responsibility of the client and are not included in the fees for services or direct charges but are billed in addition to the contract at cost, plus any professional or administrative fees.

INVOICES AND PAYMENT FOR SERVICES

Our time reporting and billing system has certain standard formats that are designed to provide our clients with a detailed invoice of the time and charges associated with their engagement and we typically discuss these with our clients at our kick-off meeting. We are also pleased to provide our clients with a custom invoice format, but we will have to bill the client for time spent conforming our invoices to their unique requirements.

Billings for professional services and charges are submitted every month, in order that our clients can more closely monitor our services.

¹ HF&H Consultants does not own any company automobiles.

Exhibit C

HFH Project Organization Chart

Proposal for Solid Waste and Recycling Professional Services
Section 1. Project Organization



Section 1. Project Organization

1.1 FIRM OVERVIEW

HF&H Consultants, LLC is a California-based firm specializing in solid waste, recycling, and environmental program services. We operate from two offices:

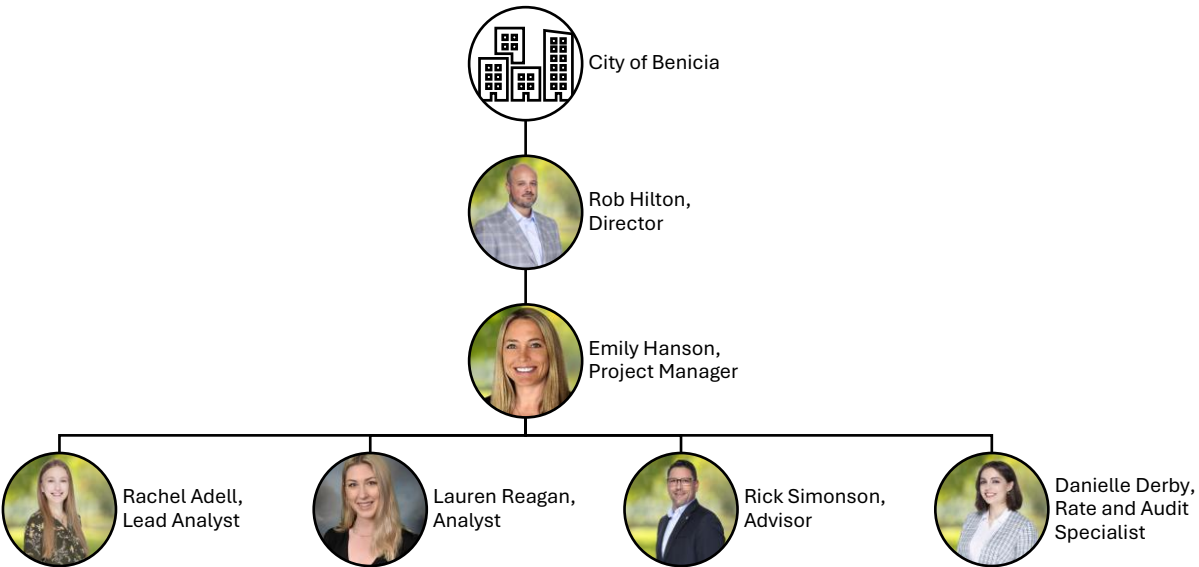
- **Northern California:** 590 Ygnacio Valley Road, Suite 105, Walnut Creek, CA 94596 | (925) 977-6950
- **Southern California:** 1201 Dove Street, Suite 585, Newport Beach, CA 92660 | (949) 251-8628

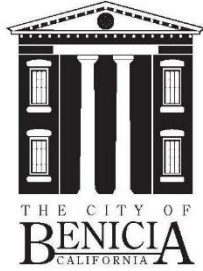
The firm’s email address is admin@hfh-consultants.com, and the responsible corporate officer is Rob Hilton, President. The City of Benicia project will be led and staffed primarily from our Northern California office, where the majority of day-to-day work will be performed. HF&H is not proposing any subcontractors for this engagement.

1.2 PROJECT TEAM AND ORGANIZATION CHART

The Project Organization Chart and descriptions of the roles and responsibilities of key personnel are described below, with full resumes included in [Attachment A](#). This section also identifies which team members will lead or support each major task to ensure clear accountability and alignment of expertise with the scope of work.

Figure 1. Project Organization Chart





AGENDA ITEM
CITY COUNCIL MEETING DATE – JUNE 2, 2026
CONSENT CALENDAR

TO : City Manager

FROM : Finance Director

SUBJECT : **ESTABLISHMENT OF THE ANNUAL APPROPRIATIONS LIMIT
PURSUANT TO ARTICLE XIII B OF THE CALIFORNIA STATE
CONSTITUTION FOR FISCAL YEAR 2026-27**

EXECUTIVE SUMMARY:

Article XIII B of the California Constitution, informally known as the Gann Limit, provides limits to the total amount of appropriations in any fiscal year from the “proceeds of taxes.” The article further provides that appropriations from designated reserve funds are not appropriations from the proceeds of taxes. Additionally, appropriations from sources other than taxes are not controlled by the limit. The resolution establishes the appropriations limit for Fiscal Year 2026-27.

RECOMMENDATION:

Move to adopt a resolution (Attachment 1) establishing the maximum allowable appropriations limit (Exhibit A) for Fiscal Year 2026-27 in the amount of \$143,160,344.

BUDGET INFORMATION:

There is no budget impact to the City by adopting the resolution.

BACKGROUND:

A resolution must be adopted to approve the annual appropriations limit each fiscal year. This action is required under Section 7910 of the Government Code and by Article XIII B of the California Constitution (commonly referred to as the "Gann Initiative"). The Gann Initiative established constitutional spending limits allowable for California governmental agencies based on the Consumer Price Index and population growth.

The City Council must consider which parts of the two different factors should be used to calculate the Fiscal Year 2026-27 limit. The factors are used as an adjustment for subsequent years to increase the limit and must be based on the following:

Factor #1 Either the change in California's Per Capita Personal Income factor or the percentage change in the local assessment roll from the preceding year due to the addition of new nonresidential construction in the City, whichever is higher.

Factor #2 Either the change in the City's own population or the change in population of the entire County, whichever is higher.

To calculate the Fiscal Year 2026-27 appropriations limit, staff selected the California Per Capita Personal Income for Factor #1. The percentage change in the California Per Capita Personal Income over the prior year is an increase of 4.95 percent.

For the change in population, staff used -0.37 percent, representing the change in population for Solano County, which is higher than the City's figure of -0.92 percent for the period of January 1, 2025, to January 1, 2026 (provided by the State of California Department of Finance).

Exhibit "A" of Attachment 1 illustrates how the City's appropriations limit is calculated and the summary of the appropriations subject to limitation. The margin of \$82.1 million between the appropriations limit and the net proceeds of taxes indicates the City has significant margin before being required to reduce local tax rates or revenues.

NEXT STEPS:

No other action needed.

ALTERNATIVE ACTIONS:

If Council does not adopt the resolution, the City will not be in compliance with Article XIII B of the State Constitution for the appropriation limit.

CEQA Analysis	Establishment of the Gann Limit is strictly an administrative action which does not have potential for direct or indirect physical changes to the environment. Under the California Environmental Quality Act (CEQA) Guidelines Section 15378 (b) (5), this action does not constitute a project and is not subject to CEQA pursuant to Section 15060 (c) (3).

ATTACHMENT(S):

1. Resolution - Establishing Appropriation Limit for FY2026-27
Exhibit A- Appropriation Limit Calculation

For more information contact: Jeff Tschudi, Finance Director
Phone: (707) 746-4222
E-mail: jtschudi@ci.benicia.ca.us

RESOLUTION NO. 2-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA
ESTABLISHING AN APPROPRIATIONS LIMIT PURSUANT TO ARTICLE XIII B OF
THE CALIFORNIA STATE CONSTITUTION FOR FISCAL YEAR 2026-2027**

WHEREAS, Article XIII B of the Constitution of the State of California, informally known as the Gann Appropriations Limit, provides that the total annual appropriations subject to limitation of the State and of each local government shall not exceed the appropriations limit of such entity of government for the prior year adjusted for changes in the cost of living and population except as otherwise provided in said Article XIII B; and

WHEREAS, pursuant to said Article XIII B of the Constitution of the State of California, the City Council of the City of Benicia deems it to be in the best interests of the City of Benicia to establish an appropriations limit for the Fiscal Year 2026-2027; and

WHEREAS, the Finance Director of the City of Benicia has determined that the appropriations limit for the Fiscal Year 2026-2027 be established in the amount of \$143,160,344; and

WHEREAS, the Finance Director of the City of Benicia has determined that the percentage change in per capita income and the change in the County population is the appropriate method of calculation in the cost-of-living and population growth adjustments.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia hereby establishes that an appropriations limit for Fiscal Year 2026-2027, pursuant to Article XIII B of the Constitution of the State of California, be established in the amount of \$143,160,344, as evidenced by Exhibit A, attached to this Resolution, and hereby incorporated 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 2nd day of June 2026 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

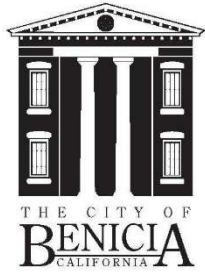
Exhibit A
Appropriation Limit
[see next page]

City of Benicia
2026-2027 Appropriations Limit Calculation

	Amount
2025-2026 Appropriation Limit	\$ 136,914,706
2026-2027 County population	0.9963
2026-2027 Increase in per capita income	1.0495
2026-2027 Appropriation Limit	\$ 143,160,344

2026-27 Projected Tax Revenues

Description	Amount	
Property Taxes	\$ 24,885,935	
Sales & Use Tax	\$ 24,975,792	
Transient Occupancy Tax	\$ 500,000	
Utility Users Tax	\$ 7,976,368	
Business License Tax	\$ 540,000	
Real Property Transfer Tax	\$ 130,000	
Cannabis Tax	\$ 200,000	
Interest Earnings	\$ 1,847,200	
Appropriations Subject to Limitation		\$ 61,055,295
Margin		\$ 82,105,049



**AGENDA ITEM
CITY COUNCIL MEETING DATE – JUNE 2, 2026
BUSINESS ITEM**

TO : City Council

FROM : City Manager

SUBJECT: **BUSINESS LICENSE TAX MODERNIZATION – PREFERRED
TAX MODEL SELECTION AND DIRECTION TO PREPARE AN
ORDINANCE AND BALLOT MEASURE**

EXECUTIVE SUMMARY:

On April 28, 2026, Council received an informational workshop on potential updates to the City's Business License Tax Program and provided feedback on several tax model concepts for further evaluation. The June 2, 2026, City Council meeting is intended to narrow those options and provide direction on a preferred business license tax model for preparation of ordinance amendment and ballot measure materials for future Council consideration.

The City of Benicia is evaluating updates to its business license tax program to improve equity, modernize the current structure, and increase revenue generation. The existing system includes a gross receipts cap and a mixed tax structure that can create inequities across business types and business sizes.

Recent compliance efforts, including business license compliance initiatives and an amnesty program, have improved participation and generated additional revenue. However, the City is now considering whether to adopt a new business license tax model that provides a more consistent, equitable, and financially responsive framework.

The tax study evaluates several options, including variable gross receipts models, tiered gross receipts structures, a progressive gross receipts model, and a Marine Terminal component. The updated analysis includes revised revenue estimates, comparison scenarios, and additional evaluation of exemption thresholds and category structures requested by Council during the April 28, 2026, workshop.

The evaluated models produce varying fiscal impacts and policy tradeoffs. Model 1 Option 2 includes a \$100,000 gross receipts exemption intended to reduce impacts on smaller businesses, while Model 3 produces the highest estimated revenue but may result in larger increases for certain high-grossing businesses. The presentation also evaluates a potential Marine Terminal component that could generate additional General Fund revenue depending on the final structure selected.

Staff is seeking Council direction on a preferred business license tax model and

structure so that staff may prepare the necessary ordinance amendment and ballot measure materials for future Council consideration and placement on the November 2026 ballot.

RECOMMENDATION:

It is recommended that Council:

1. Move to receive and file the updated Business License Tax Study, including revised models presented following Council direction on April 28, 2026;
2. Move to provide direction on a preferred business license tax model and structure for potential voter consideration; and
3. Move to authorize staff to proceed with preparation of the necessary ordinance and ballot measure materials.

BUDGET INFORMATION:

There is no immediate fiscal impact associated with receiving the updated Business License Tax Study presentation or providing policy direction to staff. No appropriation of funds is requested as part of this action. However, if a business license tax modernization measure is ultimately placed on the ballot and approved by voters, the City could realize additional ongoing General Fund revenue depending on the model selected.

The presentation also compares the City's current capped business license tax structure to an uncapped structure. Current annual business license tax revenue under the existing capped gross receipts structure is approximately \$626,000, while removal of the current gross receipts cap is estimated to increase annual revenue to approximately \$2.1 million.

The evaluated models would result in varying revenue impacts:

- Model 1 (Variable Gross Receipts): approximately \$2.8 million
- Model 1 Option 2 (with \$100,000 exemption): approximately \$1.9 million
- Model 2 (Tiered): approximately \$1.2 million
- Model 3 (Progressive): approximately \$4.3 million

The evaluated models reflect different policy approaches and varying impacts across business categories and business sizes. Certain models prioritize reduced impacts on smaller businesses, while others generate higher estimated revenue. Depending on the model selected, the City could realize significant new ongoing revenue to support general fund services.

Additional revenue may also be generated through consideration of a Marine Terminal component, which could generate additional General Fund revenue depending on the final structure selected by Council.

BACKGROUND:

Following the April 28, 2026, City Council workshop on Business License Tax Modernization, staff further refined and evaluated the potential tax model concepts discussed by Council, including exemption thresholds, category structures, revenue impacts, and a potential Marine Terminal component.

The City of Benicia has been reviewing its business license tax structure to evaluate whether the current system remains equitable, modern, and financially responsive to the City's needs. Since 2016, HdL Companies (HdL) has assisted the City in identifying businesses and improving compliance. These efforts brought approximately 1,542 businesses into compliance and generated about \$863,500 in business license tax revenue, or approximately \$78,500 annually.

In 2023, the City also advanced a compliance-first approach through a targeted amnesty program for businesses with multi-year unpaid obligations. That effort generated approximately \$246,000 in revenue in that year and an additional \$290,000 over the following two years.

The City's current business license tax structure contains a gross receipts cap that limits tax liability for businesses with higher gross receipts. While the cap provides predictability for certain taxpayers, it also limits revenue growth and may reduce equity across business types and business sizes. The presentation shows that current capped revenue is approximately \$626,000, while uncapping the current gross receipts structure would generate approximately \$2.1 million.

The tax study reviewed several model options:

Model 1, Option 1: Variable Gross Receipts Rate

This model applies different gross receipts rates by business category. Businesses generating less than \$10,000 in gross receipts would not owe the tax. This model is estimated to generate approximately \$2.8 million, representing an estimated revenue increase of approximately \$2.2 million above current revenue.

Model 1, Option 2: Variable Gross Receipts Rate with \$100,000 Exemption

This model exempts the first \$100,000 of gross receipts and applies different rates by business category. The rates range from \$0.25 per \$1,000 to \$1.20 per \$1,000, depending on the business type. This model is estimated to generate approximately \$1.9 million, representing an estimated revenue increase of approximately \$1.3 million above current revenue.

This option was included in response to Council's request to evaluate additional model features, including a higher exemption threshold, new business categories, and a cap. The \$100,000 exemption is intended to reduce the tax burden on smaller businesses, while the category-based rates allow the structure to better reflect differences across business types.

Model 2: Tiered Gross Receipts Rate

Model 2 uses a tiered gross receipts structure with three main business classes: Class A, Class B, and Class C. This model is estimated to generate approximately \$1.2 million, or an estimated revenue increase of approximately \$574,000 above current revenue.

Model 3: Progressive Tiered Gross Receipts Rate

Model 3 uses a progressive tiered gross receipts structure with different treatment for general businesses and retail, restaurant, and hotel businesses. This model is estimated to generate approximately \$4.3 million, or an estimated revenue increase of

approximately \$3.7 million above current revenue. While this model produces the highest revenue estimate, it may create larger tax increases for certain high-grossing businesses.

Marine Terminal Component

The presentation also evaluates a potential Marine Terminal component. Based on the structure analyzed in the presentation materials, a 3% Marine Terminal tax applied to approximately \$34 million in estimated gross receipts would calculate to approximately \$1.02 million before application of any cap. Under Model 1 Option 2, the presentation shows approximately \$100,000 in Marine Terminal revenue after application of a \$100,000 annual cap, resulting in total estimated revenue of approximately \$2.083 million when combined with Model 1 Option 2. Actual revenue may vary depending on the final structure selected by Council.

NEXT STEPS:

If Council confirms a preferred model, staff will proceed with the following next steps:

1. Refine the selected business license tax model based on Council direction;
2. Prepare necessary municipal code amendments;
3. Prepare ballot measure language and related election materials;
4. Conduct stakeholder outreach and education;
5. Coordinate implementation planning, including system updates and business transition support.

If Council directs staff to pursue an amendment to the City's existing business license tax structure that requires voter approval, staff will return to Council in accordance with the timeline outlined below.

1. June 2, 2026	City Council Meeting – Selection of preferred business license tax model and direction to prepare a proposed Ballot Measure and Ordinance Amendment
2. July 21, 2026	City Council Meeting – Adoption of Resolution authorizing placement of the business license tax Ballot Measure with proposed Ordinance Amendment on the November 2026 ballot
3. August 7, 2026	Deadline for the City Clerk to submit materials to the Registrar of Voters for placement on the November 2026 ballot

Future actions will be brought forward in separate staff reports as needed to comply with statutory requirements and election deadlines.

ALTERNATIVE ACTIONS:

In addition to the recommended action, Council may choose to provide alternative policy direction, request additional analysis, or defer consideration of a preferred business license tax model to a future meeting.

CEQA Analysis	The proposed action is not considered a project under the California Environmental Quality Act (CEQA) or is exempt pursuant to applicable CEQA Guidelines, as it involves fiscal and administrative actions that do not result in a direct physical impact on the environment.

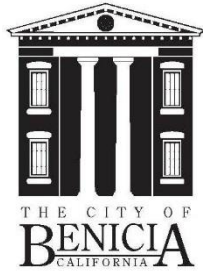
ATTACHMENT:

None.

For more information contact: Mario Giuliani, City Manager

Phone: (707) 746-4228

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



**AGENDA ITEM
CITY COUNCIL MEETING DATE – JUNE 2, 2026
BUSINESS ITEM**

TO : City Council

FROM : Finance Director

SUBJECT : **AUTHORIZE RELEASE OF RESERVE COMMITMENT FOR PENSION DESIGNATION**

EXECUTIVE SUMMARY

The General Fund – Fund Balance Reserve Policy last revised by Council on April 19, 2022 includes a reserve commitment for Pension Designation. Use of the reserve requires Council approval, and the reserve balance is recommended for investment in the City's Section 115 Irrevocable Pension Trust Fund.

RECOMMENDATION:

Move to adopt a resolution (Attachment 1) authorizing release of \$1,547,857.52 from the commitment for Pension Designation and approving budget amendments in the same amount of \$1,547,857.52 for contributions to the Section 115 Trust (4/5 vote required, or a majority if not all five Councilmembers are present).

BUDGET INFORMATION:

The recommended action will increase Transfer Out in the General Fund by \$1,547,857.52 and will increase transfer in and add expenditure appropriations to the Section 115 Trust Fund of a matching amount.

The adopted fiscal year 2025/26 budget includes a \$500,000 contribution to the Section 115 Trust and that contribution was made on September 30, 2025.

BACKGROUND:

The Section 115 Pension Trust was approved by Council on June 6, 2019, and the trust became effective on October 14, 2020. Contributions of \$7,446,592 and investment earnings net of plan administrative fees and investment losses equal \$1,656,402.87 bringing the total balance to \$9,102,994.87 as of March 31, 2026. The plan has positive investment returns for the most recent one-year (11.46%) and annualized 3-year (10.22%) periods.

Funds set aside in the Section 115 Trust cannot be used by the City for non-pension related purposes or be accessed by creditors. The trust provides an investment mechanism for the City to invest in a more diversified array of investment options to maximize long-term investment returns and reduce the City's pension liability.

Contributions made by the City can be accessed at any time for pension-related expenses.

On November 4, 2025 Council adopted the Pension Reserve Funding Policy aligned with the best practices of the Government Finance Officer's Association (GFOA) to govern minimum (3%), target (5%), and maximum (10%) funding thresholds of the pension trust. The policy includes strategic evaluation and budget recommendations for the General Fund Pension Designation to be used for contributions to the Section 115 Trust, CalPERS payments, or targeted pension related strategic goals.

The most recent valuations from CalPERS list the total accrued liability (AL) as \$332.6 million as of July 1, 2024 (FY24) and forecasting tools project an accrued liability of \$354.1 million as of July 1, 2026 (FY27). A contribution of \$1,547,857.52 will bring the trust value to approximately \$10,650,852 which is 3.20% of the FY24 AL and would be 3.01% of the projected FY26 AL. Based on projected AL in FY26 the minimum trust balance is \$10.6 million, and the target balance is \$17.7 million.

The General Fund – Fund Balance Reserve Policy includes a reserve commitment for Pension Designation to collect funds to be utilized in the most prudent manner to offset the City's ongoing pension liability, including, but not limited to, increasing the funding within the City's Section 115 Irrevocable Pension Trust Fund, paying the annual CalPERS payment in years of financial hardship, or another pension related funding strategy yet to be determined. The recommended action is consistent with the intended use of this reserve.

NEXT STEPS:

If approved, staff will release the commitment in the approved amount, complete the budget amendment, and contribute the approved amount to the Section 115 Trust.

ALTERNATIVE ACTIONS:

Council may choose not to release the reserve commitment, and no additional contributions would be made to the Section 115 Trust in fiscal year 2025/26.

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.

ATTACHMENT:

1. Resolution - Release of Pension Designation

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 AUTHORIZING
RELEASE OF \$1,547,857.52 FROM THE COMMITMENT FOR PENSION
DESIGNATION AND APPROVING BUDGET AMENDMENTS IN THE SAME
AMOUNT OF \$1,547,857.52 FOR CONTRIBUTIONS TO THE SECTION 115 TRUST
(4/5 VOTE REQUIRED, OR A MAJORITY IF NOT ALL FIVE COUNCILMEMBERS
ARE PRESENT**

WHEREAS, on April 19, 2022, Council approved a revised General Fund – Fund Balance Policy;

WHEREAS, the commitment for Pension Designation is a reserve established within the General Fund – Fund Balance Policy to be used in the most prudent manner to offset the City’s ongoing pension liability including but not limited to increasing the funding within the City’s Section 115 Irrevocable Pension Trust Fund, paying the annual CalPERS payment in years of financial hardship, or another pension related funding strategy yet to be determined; and

WHEREAS, on November 4, 2025 Council adopted the Pension Reserve Funding Policy aligned with best practices of the Government Finance Officer’s Association (GFOA) to govern minimum (3%), target (5%), and maximum (10%) funding thresholds of the pension trust.

WHEREAS, the Finance Director has recommended use of the Pension Designation to make contributions to the Section 115 Pension Trust in the amount of \$1,547,857.52; and

WHEREAS, the Finance Director has recommended budget amendments in matching amounts to increase the General Fund (010) appropriations transfer out and related amendments to the 115 Trust Fund (641) in the amount of \$1,547,857.52; and

WHEREAS, releasing the Pension Designation, per Council policy, requires a 4/5th vote (majority if all 5 councilmembers are not present); and

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby authorize the release of the reserve commitment for Pension Designation in the amount of \$1,547,857.52 in fiscal year 2025/26 and authorizes the Finance Director to make the related budget amendments to the General Fund and 115 Trust Fund.

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 2nd day of June 2026 by the following vote:

Ayes:

Noes:

Absent:

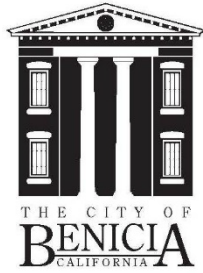
Abstain:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date



**AGENDA ITEM
CITY COUNCIL MEETING DATE – JUNE 2, 2026
BUSINESS ITEM**

TO : City Manager

FROM : Public Works Director

SUBJECT : **PUBLIC HEARING AND ADOPTION OF THE CITY OF BENICIA
2025 URBAN WATER MANAGEMENT PLAN AND WATER
SHORTAGE CONTINGENCY PLAN**

EXECUTIVE SUMMARY:

The California Water Code requires all urban water retailers serving more than 3,000 customers or 3,000 acre-feet of treated water annually to prepare an Urban Water Management Plan (UWMP) and Water Shortage Contingency Plan (WSCP) every five years and submit the plans to the Department of Water Resources (DWR). The purpose of the UWMP is to ensure that the City has secured adequate supplies of water for its customers during normal years, driest year, and multiple dry years. Based on findings of the UWMP, the City should have adequate water supplies through 2050, during normal and driest water years with careful resource management. The WSCP provides procedures for annual reliability assessments and identifies water shortage levels and corresponding conservation measures to preserve the City's supply during water shortage conditions. The plans are due to the Department of Water Resources (DWR) on or before July 1, 2026.

RECOMMENDATION:

1. Conduct a public hearing to receive verbal and written comments on the Administrative Draft of the City of Benicia 2025 UWMP and WSCP; and
2. Move to adopt the attached resolution (Attachment 1), adopting the revised 2025 UWMP and WSCP (Attachment 2) and directing the Public Works Department to submit to DWR by July 1, 2026.

BUDGET INFORMATION:

There are no budget impacts associated with this action. City Council Resolution No. 24-23 approved a consultant agreement with Zanjero, Inc. for water resources consulting services, which included funds for the 2025 UWMP and WSCP update.

BACKGROUND:

Every five years since 1985, the City of Benicia has adopted and submitted its UWMP to DWR per state statute. The UWMP carefully analyzes the City's available water

resources and uses. The UWMP then makes recommendations on how the City should effectively use its water resources in the future, including during droughts. To be eligible for grants and loans from the State of California, the City must adopt and maintain a current UWMP.

The 2025 UWMP includes the following sections:

- Layperson's Description/Executive Summary
- Introduction to City of Benicia
- Water Service and System Description
- Water Supply
- Water Use
- Water Service Reliability
- Water Shortage Contingency Plan
- Delta Reliance Appendix

The ultimate purpose of the City's UWMP is to determine water supply reliability by comparing the total water supply sources available to the City with the total projected water use over the next 25 years, in 5-year increments, for a normal water year, a single-driest water year, and multiple dry water years. The City has a reliable water supply to meet projected customer demand through 2050 under normal and single dry year conditions and, with careful resource management, during multiple dry years

The Water Shortage Contingency Plan has been prepared in accordance with California Water Code §10632 as part of the City's ongoing efforts to ensure water supply reliability during periods of shortage. The WSCP is an update to the City's previously adopted WSCP. It is a plan with staged response actions, demand reduction measures, and monitoring procedures - including the City's Annual Water Supply and Demand Assessment - to address varying levels of water supply constraints and support effective management of the City's available water resources. California Water Code requires the City to update the WSCP every five years as part of its UWMP, though the plan can be amended at any time.

In accordance with Section 6066 of the Government Code, notices of a public hearing were placed in the Benicia Herald at least ten days prior to the public hearing on May 17 and May 22, 2026. Additional outreach was conducted through the City of Benicia This /Week newsletter on May 18, 2026. The draft UWMP and WSCP were made available for public review and comment prior to City Council action in the Public Works Department and on the City's website at www.ci.benicia.ca.us under Departments > Public Works > Publications.

NEXT STEPS:

If approved, the next step will be to make any necessary changes resulting from the public hearing and then to submit the revised UWMP and WSCP to DWR by July 1, 2026.

ALTERNATIVE ACTIONS:

City Council may choose to direct staff to make modifications to the Administrative Draft of the 2025 UWMP and/or WSCP.

CEQA Analysis	The proposed amendments are exempt from the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3), the “general rule” exemption that states that where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is exempt from CEQA. The City has determined that the proposed action will not have an impact on the environment and is therefore exempt from CEQA under the general rule.

ATTACHMENTS:

1. Resolution - 2025 UWMP and WSCP
2. Draft 2025 UWMP and WSCP

For more information contact: Danielle Martinez, Public Works Director

Phone: 707-746-4240

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

RESOLUTION NO. 26-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA ADOPTING THE 2025 URBAN WATER MANAGEMENT PLAN AND WATER SHORTAGE CONTINGENCY PLAN AND DIRECTING STAFF TO SUBMIT THE PLANS TO THE CALIFORNIA DEPARTMENT OF WATER RESOURCES BY THE JULY 1, 2026 DEADLINE

WHEREAS, the California Water Code requires all urban water retailers serving more than 3,000 customers or 3,000 acre-feet of treated water annually to prepare an Urban Water Management Plan (UWMP) and Water Shortage Contingency Plan (WSCP) every five years and submit the plans to the Department of Water Resources (DWR); and

WHEREAS, the purpose of the UWMP is to ensure that the retailer has secured adequate supplies of water for its customers over a 25-year planning time frame during normal years, driest year, and multiple dry years; and

WHEREAS, based on findings of the 2025 Urban Water Management Plan, the City should have adequate water supplies through 2050 during normal and driest water years and, with careful resource management, during multiple dry years; and

WHEREAS, the updated WSCP provides response actions, demand reduction measures, and monitoring procedures to preserve the City's supply during water shortage conditions; and

WHEREAS, an adopted, current UWMP is required when applying for grants and loans from the State of California; and

WHEREAS, the City has updated its UWMP and WSCP in compliance with the California Water Code; and

WHEREAS, the UWMP and WSCP were available for public review and comment; and

WHEREAS, a public hearing was held on June 2, 2026.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia hereby adopts the 2025 UWMP and WSCP.

BE IT FURTHER RESOLVED THAT City staff is directed to submit the documents to the California Department of Water Resources by the July 1, 2026 deadline.

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 2nd day of June, 2026 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date



Administrative Draft – May 12, 2026

2025 Urban Water Management Plan

THE CITY OF
BENICIA
CALIFORNIA

Prepared By:

Trinity
Consultants

ZANJERO
ADVISE • MANAGE • SOLVE

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This 2025 Urban Water Management Plan was prepared under the direction of a
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[Placeholder for PE Stamp]

EXECUTIVE SUMMARY

LAYPERSON'S DESCRIPTION

After the devastating drought in the late 1970s, the California Legislature declared California's water supplies a limited resource, subject to ever-increasing demands and that the long-term, reliable supply of water is essential to protect California's businesses, communities, agricultural production, and environmental interests. The Legislature also recognized a need to strengthen local and regional drought planning and increase statewide resilience to drought and climate change. Thus, in 1983, the California Legislature created the Urban Water Management Planning Act (UWMPA).¹ The UWMPA requires urban water suppliers serving over 3,000 customers or supplying at least 3,000 acre-feet of water annually to prepare and adopt an urban water management plan every five years,² and demonstrate water supply reliability in a normal year, single dry year, and droughts lasting at least five years over a twenty-year planning horizon.³ The UWMPA also requires each urban water supplier to prepare a drought risk assessment and water shortage contingency plan.⁴ And last, beginning in July 2022, each urban water supplier must prepare an annual water supply and demand assessment.⁵ The California Legislature asserts that aggregating all of these legal requirements at the urban water supplier level will improve local, regional, and statewide water planning and water resilience.

At a practical level, the Urban Water Management Plan (UWMP) is the legal and technical water management foundation for urban water suppliers throughout California. A well-constructed UWMP provides the supplier's elected officials, management, staff, and customers with an understanding of past, current, and future water conditions and management. The UWMP integrates local and regional land use planning, regional water supply, infrastructure, and demand management projects as well as providing for statewide challenges that may manifest through climate change and evolving regulations. Thoughtful urban water management planning provides an opportunity for the supplier to integrate supplies and demands in a balanced and methodical planning platform that addresses short- and long-term planning conditions. In brief, the UWMP gathers, characterizes, and

¹ California Water Code (CWC) §10610 *et seq.* (Chapter 1 added by Stats. 1983, Ch. 1009, Sec. 1).

² CWC §10610 *et seq.*

³ CWC §§10631-10635

⁴ CWC §§10632

⁵ CWC §§10632.1

synthesizes water-related information from numerous sources into a plan with local, regional, and statewide practical utility.

ES-1 CITY OF BENICIA

The City of Benicia is located along the northern shoreline of the Carquinez Strait in Solano County, where the Sacramento–San Joaquin Delta meets San Francisco Bay. Incorporated in 1851, Benicia is one of the oldest cities in the Bay Area and has a long history of developing and managing water supplies to meet the needs of its residents, businesses, and industries. Early water supplies were derived from Sulphur Springs Creek and Lake Herman, and these local sources continue to play a role in the City's water system today. The City's water service area is shown in Figure ES-1.

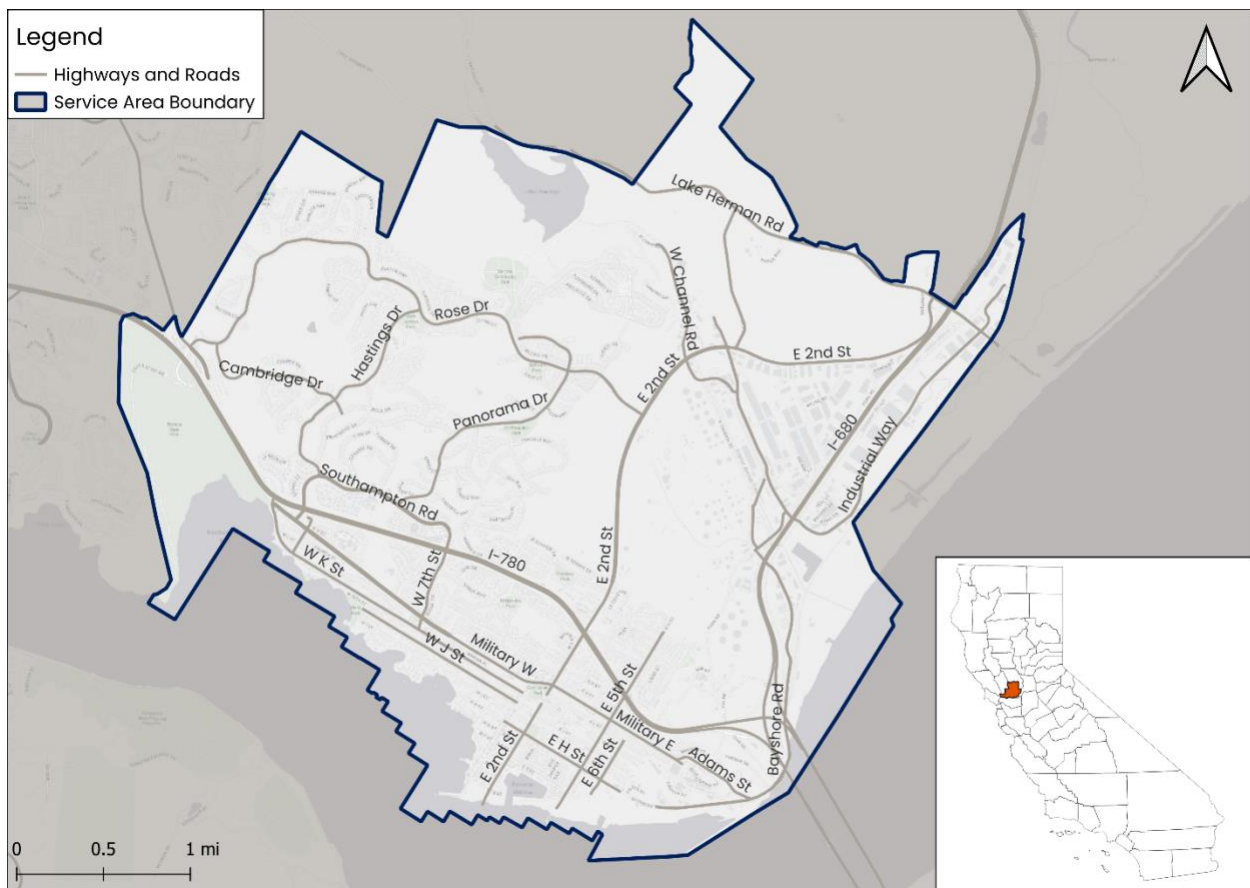


FIGURE ES-1: WATER SERVICE AREA

Benicia owns and operates its water treatment plant, raw water conveyance system, potable distribution system, and wastewater treatment facilities through its Public Works Department. The City provides potable water service to approximately 9,700 residential, commercial, institutional, and irrigation connections. In addition, Benicia delivers untreated raw water to

the Valero Benicia Refinery under a long-standing agreement that has historically represented a substantial portion of the City's total water demand.

While local watershed supplies remain important, the City's primary source of water is imported surface water from the Sacramento River Watershed, delivered through the State Water Project (SWP) and regional conveyance facilities. The City also imports water from the Solano Project (SP) via the Putah South Canal and raw water conveyance facilities. The City manages a diverse water supply portfolio that includes SWP Table A supplies, carryover storage, a settlement agreement with the California Department of Water Resources, agreements with neighboring agencies for Solano Project water, and local surface water rights associated with Sulphur Springs Creek and Lake Herman. This diversified portfolio allows Benicia to balance cost, water quality, and reliability across a wide range of hydrologic conditions.

ES-2 BENICIA'S WATER SUPPLY RELIABILITY

A central finding of the 2025 UWMP is that the City of Benicia's water supply portfolio is capable of meeting projected water demands through 2050 under normal conditions, a single dry year, and a drought lasting five consecutive years, provided that the City continues active and coordinated water supply management.

Under normal conditions, Benicia relies primarily on imported supplies delivered through the State Water Project and the Solano Project, supplemented by local watershed supplies and strategic use of storage. During dry and critically dry years, the City shifts its supply mix to preserve long-term reliability by maximizing carryover storage, coordinating closely with the Solano County Water Agency (SCWA), and managing monthly deliveries to reflect regulatory and conveyance constraints.

The UWMP evaluates water supply reliability using conservative planning assumptions that reflect historical droughts, regulatory limitations in the Sacramento–San Joaquin Delta, and projected impacts of climate change on snowpack, runoff timing, and reservoir operations. While the City has access to significant annual water entitlements, some supplies, particularly those dependent on Delta conditions, may be constrained during certain months in dry years. As a result, proactive water management, regional coordination, and conservation remain critical components of Benicia's long-term strategy.

Although the City's analysis demonstrates sufficient supplies to meet demands over the planning horizon, the UWMP recognizes that extraordinary conditions—such as State-declared drought emergencies, regulatory curtailments, infrastructure failures, or seismic events—could require temporary reductions in water use. To address these risks, the City maintains an updated Water Shortage Contingency Plan that establishes clear shortage stages, response

Executive Summary

actions, and communication protocols to protect public health and essential services during water supply emergencies.

Overall, the 2025 UWMP confirms that Benicia’s diversified supply portfolio, combined with continued demand management, infrastructure investment, and regional coordination, positions the City to reliably serve its community under a wide range of future conditions.

CHAPTER 1

INTRODUCTION

The City of Benicia (City or Benicia) is located on the northern shore of the Carquinez Strait in Solano County, connecting San Pablo Bay with the Sacramento–San Joaquin Bay–Delta Estuary system. Benicia is one of the oldest cities in the San Francisco Bay Area, incorporated in 1851, with municipal water service dating back to the late 19th century. Early residents secured water rights to Paddy Creek and Sulphur Springs Creek in the 1880s, and Sulphur Springs Creek remains an important water source for the City today. The Benicia Water Company, predecessor to the City’s municipal system, developed the original reservoirs, pipelines, and wells that laid the foundation for Benicia’s modern water infrastructure. Today, the City’s water treatment plant, conveyance system, and wastewater treatment plant are owned and operated by the City’s Public Works Department.

Historically, Benicia played a significant role as a shipbuilding center during World War I and supported waterfront industries such as canning and tanneries. The City also hosted a U.S. Army Armory and continues to serve as an industrial hub, with an active industrial park in the northeast portion of the City that includes the Valero oil refinery. At the same time, Benicia maintains its small-town character, with a vibrant downtown, diverse residential neighborhoods, and a unified school district.

Land use in Benicia is guided by sustainable development principles that emphasize compact growth, efficient use of land, reduced traffic, preservation of farmland, open space, and wetlands, and minimizing infrastructure costs. These planning strategies are intended to avoid the costs of urban sprawl and protect Benicia’s quality of life while supporting long-term economic stability and environmental stewardship.

Ensuring a reliable and sufficient water supply remains a critical component of the City’s ability to meet the needs of its residents and its commercial, institutional, and industrial (CII) customers. The 2025 Urban Water Management Plan (UWMP) builds on prior planning efforts and incorporates updated local, regional, and statewide information. This Plan provides a comprehensive framework to guide water resource management decisions, ensuring that Benicia can adapt to evolving conditions, meet regulatory requirements, and plan for future growth in a sustainable and resilient manner.

1.1. BACKGROUND AND PURPOSE

The Urban Water Management Planning Act (UWMPA) was enacted by the California Legislature in 1983 to address the growing need for comprehensive water supply planning

across the state's urban areas. Codified in California Water Code sections 10610-10656, the UWMPA requires urban water suppliers serving more than 3,000 customers or delivering more than 3,000 acre-feet annually to prepare and adopt comprehensive water management plans every five years. The City has prepared this 2025 UWMP to comply with the UWMPA requirements and addresses the City's water management planning efforts to assure adequate water supplies to meet forecast demands over the next 25 years.

As required by the UWMPA, this 2025 UWMP specifically assesses the availability of the City's supplies to meet forecast water uses during normal, single-dry, and five consecutive drought years through 2050. Verification that future demands will not exceed supplies and assuring the availability of supplies in dry-year conditions are critical outcomes of this plan. The 2025 UWMP is an update to the City's 2020 UWMP and presents new data and analysis as required by the California Department of Water Resources (DWR) and California Water Code. There were no changes to the Water Code regarding UWMP reporting requirements for the 2025 cycle; however, in many instances this UWMP provides enhancements beyond the statutory requirements to maximize the utility of the updated plan. This comprehensive water planning document describes existing and future supply reliability, forecasts future water uses, presents demand management progress, and identifies local and regional cooperative efforts to meet projected water use.

The UWMP is designed to be a valuable water management and planning tool to guide and inform the City's managers, customers, and the State of California about the City's water management practices. It reflects the City's planning assumptions and goals and should be used in combination with other planning resources and documents over the UWMP planning horizon, representing the City of Benicia's continued commitment to responsible water stewardship and proactive strategies that protect both water reliability and community prosperity.

1.2. BASIS FOR PLAN PREPARATION

The City operates a Public Water System as described in California Health and Safety Code 116275. The City qualifies as a Retail Urban Water Supplier as described in Water Code Section 10617, providing water for municipal purposes to more than 3,000 customers or 3,000 acre-feet of water per year. This qualification requires the preparation of an Urban Water Management Plan every five years.

The City's Public Water System details are listed in **Table 1-1**.

TABLE 1-1: PUBLIC WATER SYSTEM INFORMATION

Public Water System Number	Public Water System Name	Number of Municipal Connections 2025 ⁶
CA4810001	City of Benicia	~9,700

The State Legislature passed numerous new requirements for the 2020 UWMP cycle which continue to apply to this 2025 UWMP. Since there have been no additional statutory changes to UWMP requirements between 2020 and 2025, this plan incorporates the same comprehensive framework established for 2020 UWMPs. Major requirements implemented in 2020 and continued in this 2025 UWMP are listed below along with references to the corresponding sections where they are addressed in this document.

Five Consecutive Dry-Year Water Service Reliability Assessment: The Legislature modified the dry-year water reliability planning from a "multiyear" time period to a "drought lasting five consecutive water years" designation. This statutory change requires the City to analyze the reliability of its water supplies to meet its water use over an extended drought period. This requirement is addressed in Chapter 3—Water Supply Characterization, Chapter 4—Water Use, and Chapter 5—Water Service Reliability Assessment.

Drought Risk Assessment (DRA): Due to the severity of recent California droughts and the variability associated with climate change predictions, the California Legislature created a DRA requirement for UWMPs. The DRA requires assessment over a five-year period from 2026 to 2030 that examines water supplies, water uses, and the resulting water supply reliability for five consecutive dry years. The DRA is addressed in Chapter 5—Water Service Reliability Assessment and Chapter 6—Water Shortage Contingency Plans.

Seismic Risk: Evaluating seismic risk to water system infrastructure and facilities and having a mitigation plan is now required by the Water Code. Incorporating the water system into regional or county hazard mitigation planning is an important aspect of this statute. Seismic risk is addressed in Chapter 6.

Water Shortage Contingency Plan: The Legislature modified the UWMPA to require a Water Shortage Contingency Plan (WSCP) with specific elements. The WSCP is a document that provides the City with an action plan for a drought or catastrophic water supply shortage. This WSCP updates the 2020 version based on an assessment of response action and protocol effectiveness during the 2020–2025 implementation period. The WSCP is presented in Chapter 6 of this UWMP.

⁶ The City supplies Valero Refining Company raw water. These raw water connections are not included in the municipal connection count.

Groundwater Supplies Coordination: UWMPs are required to be consistent with Groundwater Sustainability Plans following the 2014 Legislature enactment of the Sustainable Groundwater Management Act (SGMA). The City does not utilize groundwater supplies, but this requirement is met in Chapter 3—Water Supply Characterization.

Lay Description: A synopsis of the fundamental determinations of the UWMP is a statutory requirement. This section is intended for new staff, new governing members, customers, and the media, and ensures a consistent representation of the City's detailed analysis.

1.3. COORDINATION AND OUTREACH

The City has complied with the UWMPA by engaging in coordination with local and regional agencies to ensure a consistent, transparent, and regionally integrated approach to water resource planning. Coordination and communication among agencies play a critical role in promoting reliability, resilience, and sustainability of the region's water supplies. In accordance with California Water Code Section 10620(d)(3), the City coordinated the preparation of this UWMP with other appropriate agencies within and adjacent to its service area, including water suppliers sharing common sources, water management agencies, and relevant public entities.

The City continues to participate in region-wide water planning through the Solano County Water Agency (SCWA), whose members include the Cities of Benicia, Dixon, Fairfield, Rio Vista, Suisun City, and Vacaville; the Solano Irrigation District; Maine Prairie Water District; and Reclamation District 2068. The City also coordinates with Travis Air Force Base, Vallejo Flood and Wastewater District, and the City of American Canyon. The SCWA has developed and implemented an Integrated Regional Water Management Plan (IRWMP) and a Strategic Plan, which provide a collaborative framework for long-term water resource planning and project implementation in the region. The City of Benicia is an active participant in these ongoing efforts.

Benicia is also an affiliate member of the Bay Area Clean Water Agencies (BACWA), a consortium of local agencies that operate publicly owned treatment works (POTWs) discharging to the San Francisco Bay Estuary. BACWA's members collectively serve more than seven million people across the nine-county Bay Area, managing both domestic and industrial wastewater treatment and discharge to protect regional water quality.

In compliance with Water Code Section 10621(b), the City provided notification to all affected cities and counties at least 60 days prior to the public hearing on this UWMP update. Additionally, the District conducted outreach to community stakeholders and encouraged the involvement of diverse social, cultural, and economic elements within the service area, as required under Water Code Section 10642. These efforts reflect the City's ongoing commitment to public transparency and engagement in water resource planning. A

summary of these notifications is provided in **Table 1-2**, and copies of the notification letters are included in **Appendix A**.

TABLE 1-2: PUBLIC AND AGENCY COORDINATION

Coordinating Agencies	Sent Notice of Preparation / 60-Day Notice	Provided Notice Public Hearing
City of Dixon	X	X
City of Fairfield	X	X
City of Rio Vista	X	X
City of Suisun	X	X
City of Vacaville	X	X
City of Vallejo	X	X
Solano County Water Agency	X	X
Solano Irrigation District	X	X
Valero Benicia Refinery	X	X
Solano County Planning Commission	X	X
Reclamation District 2068	X	X
Maine Prairie Water District	X	X
Rural North Vacaville Water District	X	X
Suisun-Solano Water Authority	X	X
Department of Water Resources	X	X
State Water Resources Control Board	X	X
Solano LAFCo	X	X
General Public	X	X

1.4. WATER SUPPLIER INFORMATION EXCHANGE

In accordance with Water Code Section 10631(h), wholesale and retail water suppliers must exchange information regarding projected water supply and demand in order to facilitate consistent planning assumptions. Since the City receives a portion of its supply from a wholesale agency, this exchange of data and projections is performed as part of regional coordination and SCWA's planning process.

1.4.1. STATUTORY REQUIREMENTS FOR NOTICE

In compliance with Water Code Section 10621(b), the City notified entities in **Table 1-2** in late October and early November, 2025 regarding its intent to update and adopt this 2025 UWMP. The notification was provided more than 60 days prior to the scheduled public hearing, fulfilling statutory requirements. Furthermore, consistent with Water Code Section 10642, the City encouraged public participation by providing notice of the hearing date, time, location, and methods for accessing the draft UWMP. Notifications were published in local newspapers

and sent directly to interested stakeholders to promote inclusive community involvement in the plan's development.

1.5. PUBLIC HEARING, ADOPTION, AND SUBMITTAL

In compliance with Water Code Section 10642, the City held a publicly noticed hearing on June 2, 2026 to review and consider adoption of the 2025 UWMP and associated WSCP. The hearing provided an opportunity for community members, partner agencies, and regional stakeholders to comment on the proposed Plan. Following public input, the City Council formally adopted the 2025 UWMP and WSCP by resolution.

Consistent with Water Code Section 10644(a), the adopted Plan was submitted within 30 days to the California State Library, and the County of Solano. The City does not supply water outside of its service area. In addition, the City electronically submitted the Plan and all required data tables to the DWR prior to the regulatory deadline of July 1, 2026, thereby completing all statutory submittal requirements.

1.6. DOCUMENT ORGANIZATION

This 2025 UWMP is organized as follows:

Executive Summary provides an overview of the purpose and findings of this 2025 UWMP.

Chapter 1 establishes the basis for the UWMP, describes the outreach activities and introduces the document organization.

Chapter 2 provides a description of the City's service area, demographic characteristics and climate, and describes the future population the City anticipates needing to serve.

Chapter 3 describes the current and future water supplies and the availability of the supplies through 2045.

Chapter 4 details the customer uses, including the past and future estimated uses, and describes District's past and on-going demand management measures.

Chapter 5 presents the City's water system service reliability into the future, including an assessment of reliability if a drought occurred over the next five consecutive years.

Chapter 6 is the City's stand-alone water shortage contingency plan, incorporated as a chapter in this UWMP, but also available to be shared and utilized separate from the UWMP

NOTE TO DWR:

The City of Benicia has prepared this Urban Water Management Plan (UWMP) primarily as a water resources planning tool to effectively manage water supply, reliability and demand. This UWMP also satisfies all the requirements of the Urban Water Management Planning Act (UWMPA).

The body of the document provides narratives, analysis and data that DWR requests in its 2025 UWMP Guidebook, including enhancements wherever possible, acknowledging there have been no statutory changes to the Water Code regarding UWMPs since 2020.

Unless otherwise noted, annual reporting is on a calendar year basis and units for volumetric values are reported in acre-feet.

To facilitate review by DWR for compliance with the UWMPA, data from the body of the document has been transferred into required DWR submittal tables consistent with the organization of the tables in Appendix E of the 2025 UWMP Guidebook. These tables are separately uploaded to DWR's web portal. This UWMP has been reviewed for adequacy according to the UWMP Checklist as contained in Appendix F in the 2025

CHAPTER 2

WATER SERVICE AND SYSTEM DESCRIPTION

The City of Benicia is approximately 35 miles northeast of San Francisco and 57 miles southwest of Sacramento. Located in northeastern San Francisco Bay, the City sits on a gentle slope leading down to the north shore of the Carquinez Strait (Strait) which forms the outlet of the Sacramento–San Joaquin River Delta (Delta). Benicia is located in Solano County and connects the San Francisco Bay to the west with the Delta to the east. The City’s water service area contains its own surface drainage watersheds which drain runoff to waterways in and adjacent to the City. Two surface drainage basins are located within the City’s water service boundaries, Sulphur Springs Creek in the west and Paddy Creek in the east. The Sulphur Springs watershed is approximately 18 square miles with six square miles in the higher elevation and northern part of the area outside of the City’s planning area and within the neighboring City of Vallejo’s sphere of influence. This watershed also includes Lake Herman, a key element of the City’s water delivery and management system. Paddy Creek drains three square miles before flowing into the lower reach of Sulphur Springs Creek, below the Lake Herman outlet. While administratively and geographically part of Solano County, Benicia is closely linked to Contra Costa County across the Strait.

The City of Benicia’s water delivery and management system is responsible for serving a large residential population, commercial and retail connections and significant industrial and manufacturing customers. Notably, the City has been serving untreated water to Valero Refining Company – California (Valero), a major petrochemical industrial facility, since 2000 when Valero acquired the refinery from Exxon Company, U.S.A. (Exxon) The raw water agreement between the City and the refinery was originally with Humble Oil and Refining Company (Humble Oil) and dates back to 1967. The agreement was assigned to Exxon in 1988.

Benicia provides both water and wastewater services to its community. The water service area is contiguous with the City boundaries (**Figure 2-1**), encompassing about 14.15 square miles.

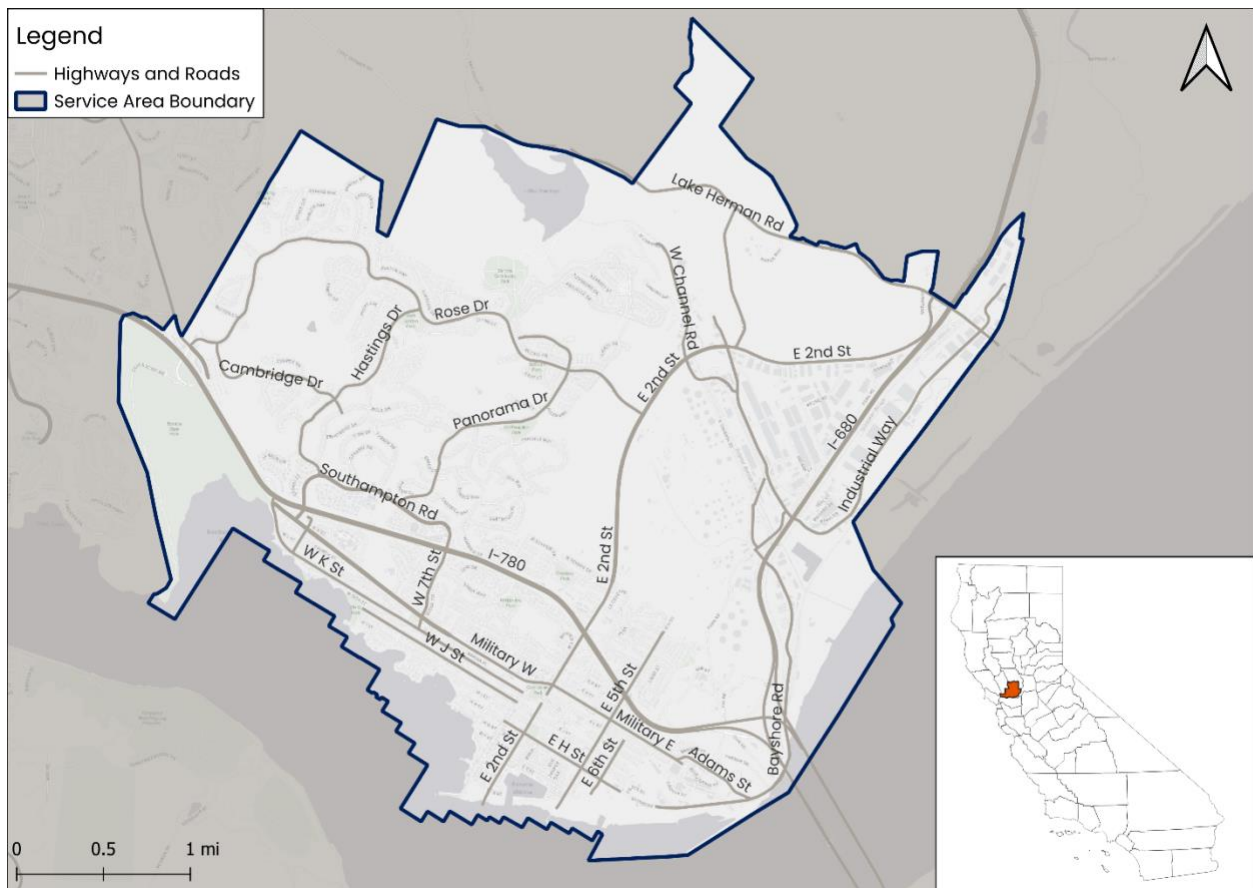


FIGURE 2-1: WATER SERVICE AREA

The City provides water service to approximately 9,800 residential, commercial, irrigation, and institutional/governmental service connections. Much of the development is low-density, single-family housing and retail related commercial use. **Table 2-1** shows the number of service connections by customer class for 2020 through 2025, representing the mix of customer types and in total customer connections since the 2020 UWMP.

TABLE 2-1: CUSTOMER WATER SERVICE CONNECTIONS

Customer Class	2020	2021	2022	2023	2024	2025
Single-Family Residential	8,557	8,514	8,502	8,452	8,498	8,460
Multi-Family Residential	313	317	316	323	325	323
Commercial/Institutional	531	510	507	504	501	505
Industrial	82	72	137	72	72	71
Landscape Irrigation	315	275	273	271	276	275
Other	16	33	27	16	13	14
Total	9,814	9,721	9,762	9,638	9,685	9,648

Benicia’s water supply and wastewater services are managed by the City’s Public Works Department, which operates the Benicia Water Treatment Plant (WTP), transmission, distribution, and water storage systems, as well as providing all customer-facing activities including billing, conservation messaging, and customer service. The Wastewater Operations Division operates and provides maintenance, repair, and capital improvements of the Wastewater Treatment Plant (WWTP) and collection and discharge systems. Located on Lake Herman Road, the WTP last underwent expansion in 1989.

While local freshwater supplies are available from the Sulphur Springs Watershed, imported surface water from the Sacramento River and Putah Creek watersheds constitutes the principal water supply for the City (see Chapter 3).

2.1. SERVICE AREA CLIMATE

Benicia’s climate is characterized as a mild, coastal Mediterranean climate with a wet winter and a dry summer. Located in the North Bay region, the City’s weather is usually cooler than neighboring inland areas, but warmer than those closer to the Pacific Ocean. Despite its semi-marine environment, summers are characterized as long and hot with the highest average temperatures occurring from July through September. As a result, this seasonal lag means October temperatures are usually warmer than temperatures in May. December through early February is the coldest period. Rainfall primarily occurs between November and March, with an annual average precipitation of nearly 22 inches. The annual mean temperature is 63 degrees Fahrenheit, with summer months regularly reaching average highs in the low 80s, and average winter lows dropping to the upper 30s. Autumns remain comparatively warm, cooling dramatically by late November, when the rainy season typically begins. Spring brings gradual warming by late March with most winter rain ending by late April.

Figure 2-2 presents average historical climate data for the service area, including average monthly temperature, rainfall, and reference evapotranspiration (ET_o) from the past 30-

years. As shown in **Figure 2-2**, the warmest months of the year on average are July and August with an average temperature of about 71° Fahrenheit (F), while the coldest months of the year are December and January with average temperatures falling to approximately 49° F. Historically the most rainfall also occurs in December and January with precipitation tapering into the spring and minimal amounts falling in the summer months. Average annual rainfall over the historical period totals just over 20 inches.

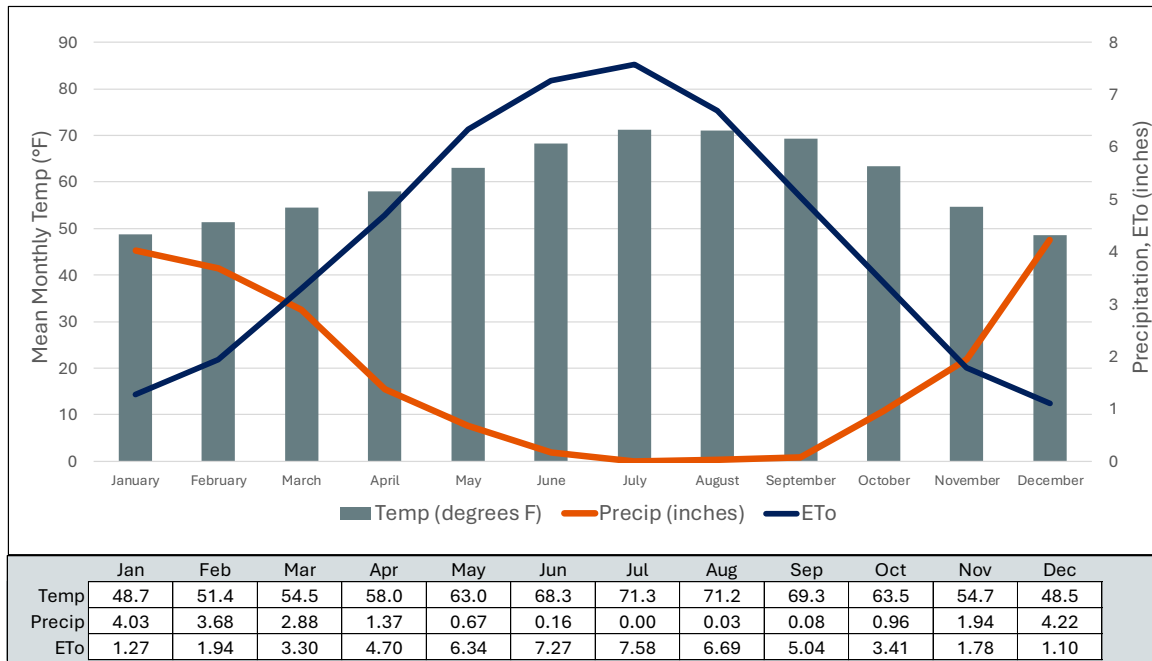


FIGURE 2-2: AVERAGE CLIMATE CONDITIONS⁷

2.1.1. CLIMATE CHANGE

The California Water Code does not prescribe specific climate change planning and management measures for water suppliers; however, urban water suppliers should consider climate change when evaluating water supply availability and customer water use trends. For example, drier conditions or drought can lead to more residential irrigation and increased water use compared to wetter years. Specifically, increased demand during spring and fall months, where in normal years precipitation is adequate, can stress supplies during seasons that historically had more supply availability and flexibility between sources.

⁷ Temperature and rainfall data represents annual averages from 1995-2024 from the PRISM Climate Group <https://prism.oregonstate.edu/> Location: Lat: 38.0770 Lon: -122.1341 Elev: 131ft; ETo data is from CIMIS Concord Station 170, April 2001 - December 2024.

Climate change will likely alter precipitation patterns, resulting in consequential externalities like reductions in Sierra Nevada snowpack. Given the City’s reliance on imported water, particularly from the Sacramento River, which relies on melting snowpack, effects from climate change on Sierra Nevada snowpack levels and inflows to Northern California reservoirs and the Delta would impact water availability. Specific risks to the City’s water supply portfolio are further discussed in Chapter 3. Precipitation has varied widely in recent years as shown in **Figure 2-3**.⁸ Rainfall totals have seen negative deviation from the mean from 40% to over 70% in multiple years, with a trend of wide swings in consecutive years over the last two decades.

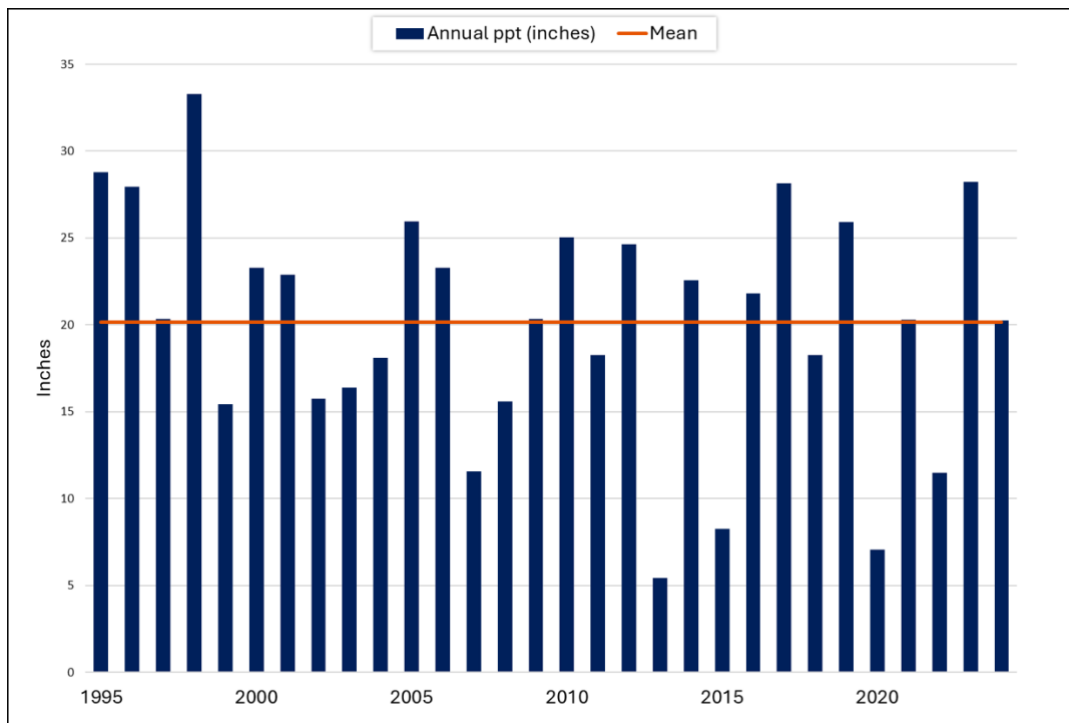


FIGURE 2-3. ANNUAL PRECIPITATION VARIABILITY (1995-2024)

As shown by the trendlines in **Figure 2-4**, there has been a gradual warming in average temperatures over the past 100 years. Rising temperatures impact the region and its water demands at large, especially outdoor water uses, and further exacerbates supply reliability. With existing water supplies facing constraints, additional demand driven by climate change could result in supply shortfalls for many water retailers. **Figure 2-4** illustrates the general warming trend experienced by the City over the last 100 years.

⁸ Rainfall data from PRISM Group, Northwest Alliance for Computational Science & Engineering (NACSE), based at Oregon State University

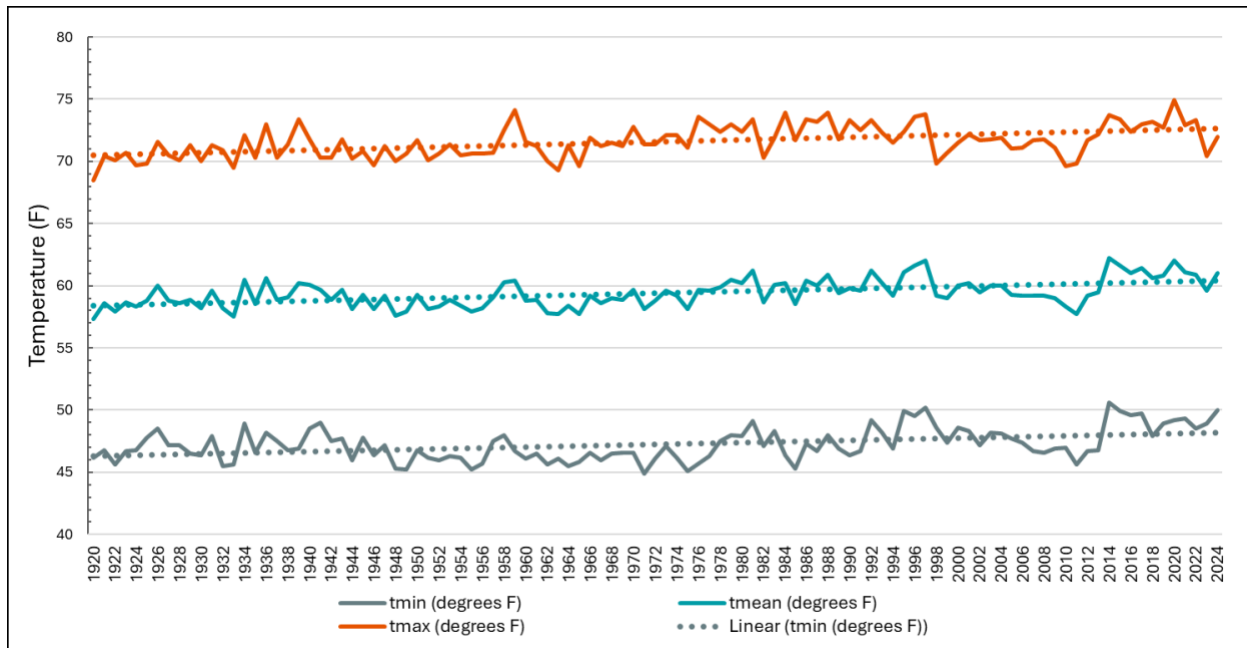


FIGURE 2-4: HISTORICAL ANNUAL TEMPERATURE (YEARS)9

Accordingly, this UWMP assesses supply availability in dry-year conditions (Chapter 3) and provides a drought risk assessment and long-term reliability projections (Chapter 5). The City’s Water Shortage Contingency Plan (WSCP) is also updated in this UWMP as required by the UWMPA.¹⁰ Additional discussion regarding the potential effects of climate change is included in Chapter 3, Chapter 4, and Chapter 5.

2.2. CURRENT AND PROJECTED POPULATION, LAND USE, ECONOMY, AND DEMOGRAPHICS

Service area population and land use projections are critical to developing a useful planning framework, as population dynamics and growth are a primary driver on water use. These projections directly influence planning decisions for system supply, delivery, infrastructure, and demand management. Similarly, understanding the City’s economic, social, and demographic trends is requisite for water management and planning. This section of the UWMP addresses these factors to provide a supportable basis for forecasting future water use.

Developing these planning frameworks and growth projections begins with calculating an informed estimate of the City’s current service area population, consistent with DWR

⁹ Temperature data is from the PRISM Group, Northwest Alliance for Computational Science & Engineering (NACSE), based at Oregon State University. 1920 - 2024 Location: Lat: 38.0770 Lon: -122.1373 Elev: 131ft

¹⁰ CWC Section 10632.2

requirements. There are multiple approaches to developing this estimate; however, because the City's boundaries correspond by 95% or more with the City's water service area, population estimates prepared by the Department of Finance were used.

2.2.1. CURRENT POPULATION AND HISTORIC TRENDS

As one of the first cities founded in California, Benicia served as a historical waystation for those traveling to and from the Sacramento Valley from San Francisco and Oakland during the Gold Rush. The economic boom following World War II doubled the City's population to 7,000 residents, but the real growth began in the 1960s following the completion of the Benicia-Martinez bridge, enabling Benicia to become a suburb of Oakland and San Francisco. Between 1970 and 1995, the population steadily grew by approximately 1,000 per year, fueled much in part by the completion of the Valero refinery (formerly Exxon) in 1969, which still serves as a major employer and economic driver today. Population growth and housing development patterns reflect build-out constraints established by the City's Urban Growth Boundary (UGB), beyond which no urban development shall be served by City water and/or sewer.¹¹ This policy aligns with the City's stated goal of focusing growth and preventing urban sprawl while promoting the City's goal of creating a sustainable community.¹² New residential developments within the UGB, including a significant development called Rose Estates, are anticipated to impact future populations; these impacts and their implications for water demand within the City are discussed further in Chapter 4.

The City experienced a 10% increase in population from 1990–2000, and from 2000–2010 growth slowed to under one-half of a percent. From 2010–2019 this trend continued with population increasing just 0.45% with an annual rate of change of just 0.11%. From 2019 to 2024, the population gradually decreased by 3%. The most recent development impact fee study (The EPS Study) was commissioned by the City in 2020.¹³ This study estimated the average single family household size as 2.68 people, with 2.08 people average in multi-family households, and 1.5 people estimated in Accessory Dwelling Units. The California Department of Finance recognizes an average occupancy in the City of about 2.38, aligning directly with the average between the City's independent single-family and multi-family findings.¹⁴

Because the City's water service area overlaps the municipal area by over 95%, California Department of Finance (DOF) population estimates were used to estimate service area population. For 2025, the DOF estimated that the municipal population, and thus the City's water service area population, to be 26,195 people. Historical population dating back to 1990

¹¹ Policy 2.1.5 City of Benicia General Plan, Updated April 2016

¹² City of Benicia General Plan, 2023-2031 Housing Element, Adopted February 28, 2024 Resolution No. 24-14

¹³ Nexus Study for Update of Development Impact Fees, Economic & Planning Systems, Inc. (EPS), November 9, 2020. Sources: Average household size per occupied housing unit in Benicia based on data from the 2018 American Community Survey (5-year estimates) conducted by the U.S. Census Bureau

¹⁴ State of California, Department of Finance, E-5 Population and Housing Estimates for Cities, Counties and the State — January 1, 2021-2025. Sacramento, California, May 2025, for persons-per-household data

is shown in **Table 2-2**, with population and growth rate over the past decade provided in **Table 2-3**.

TABLE 2-2: HISTORICAL POPULATION¹⁵

1990	1995	2000	2005	2010	2015	2020	2025
24,437	26,298	26,865	26,674	26,997	27,343	27,082	26,195

Over the last decade, the City has experienced modest but notable shifts in population. While the population grew slightly between 2010 and 2020 – from 26,997 to 27,082 – it has since shown signs of decline. This consistent decline is shown in the rate of change in the City's population by year, shown in **Table 2-3**. This trend reflects broader regional dynamics, including housing affordability challenges and shifting migration patterns within the suburbs of the San Francisco Bay Area.

TABLE 2-3: POPULATION GROWTH RATE, 2015—2024¹⁶

2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
27,343	27,340	27,406	27,302	27,153	27,082	26,934	26,644	26,470	26,347
0.46%	-0.01%	0.24%	-0.38%	-0.55%	-0.26%	-0.55%	-1.08%	-0.65%	-0.46%

2.2.2. PROJECTED POPULATION

To forecast projected service area population as accurately as possible requires consideration of the past growth rate, local economic predictions, and current and projected land uses. The UWMP Act states urban water suppliers “shall coordinate with local or regional land use authorities” regarding land uses that may affect water management planning.¹⁷

The City's projected population growth is estimated using a methodology that combines historical DOF populations with occupancy rates and future development capacity provided as part of the aforementioned EPS Study, as well as data from the preliminary planning documents for residential developments anticipated throughout the planning horizon. The EPS Study developed in 2020 for future growth projected 90 single-family residences and 740 multi-family residences for completion before the City reaches build-out. Since 2020,

¹⁵ State of California, Department of Finance, E-4 Population Estimates for Cities, Counties, and the State, 1981-1990, 1990-2000, 2000-2010, 2010-2020, 2020-2025. Sacramento, California. For consistency purposes, representative population statistics reflect the most recent values available, as of January 1st or April 1st of each year

¹⁶ State of California, Department of Finance, E-4 Population Estimates for Cities, Counties, and the State, 2010-2020, 2020-2025. Sacramento, California. For consistency purposes, representative population statistics reflect the most recent values available, as of January 1st or April 1st of each year.

¹⁷ 8 CA Water Code Section 10631(a)

however, additional residential developments have been proposed beyond what the EPS Study predicted. Should all developments move forward as proposed, the City will surpass the previously projected number of single-family residences by over 1,500 units, whereas the quantity of multi-family residences projected by the EPS Study would not be reached. Correspondingly, the methodology for the population projections shown in **Table 2-4** blends the current population estimate from DOF and the existing planning documents for developments within the City while incorporating the remaining projected multi-family residences from the EPS Study to reach build-out conditions. The resulting population and associated growth rate are presented in **Table 2-4**.

TABLE 2-4: POPULATION FORECAST AND GROWTH RATE

Year	2025	2030	2035	2040	2045	2050
Projected Population	26,195	27,292	28,434	29,624	30,864	32,156
Growth Rate		4.19%	4.19%	4.19%	4.19%	4.19%

2.2.3. CURRENT AND PROJECTED LAND USE

The City's land use is shaped by its history, natural geography, and commitment to maintaining a diverse, vibrant community. Covering approximately 15 square miles, Benicia's land use pattern reflects its evolution from a port town to a modern, commuter city within the San Francisco Bay Area. As discussed previously, the City is mostly built out. Residential neighborhoods are the dominant land use, primarily consisting of low- to medium-density single-family units. **Figure 2-5** presents the City's current land use map.

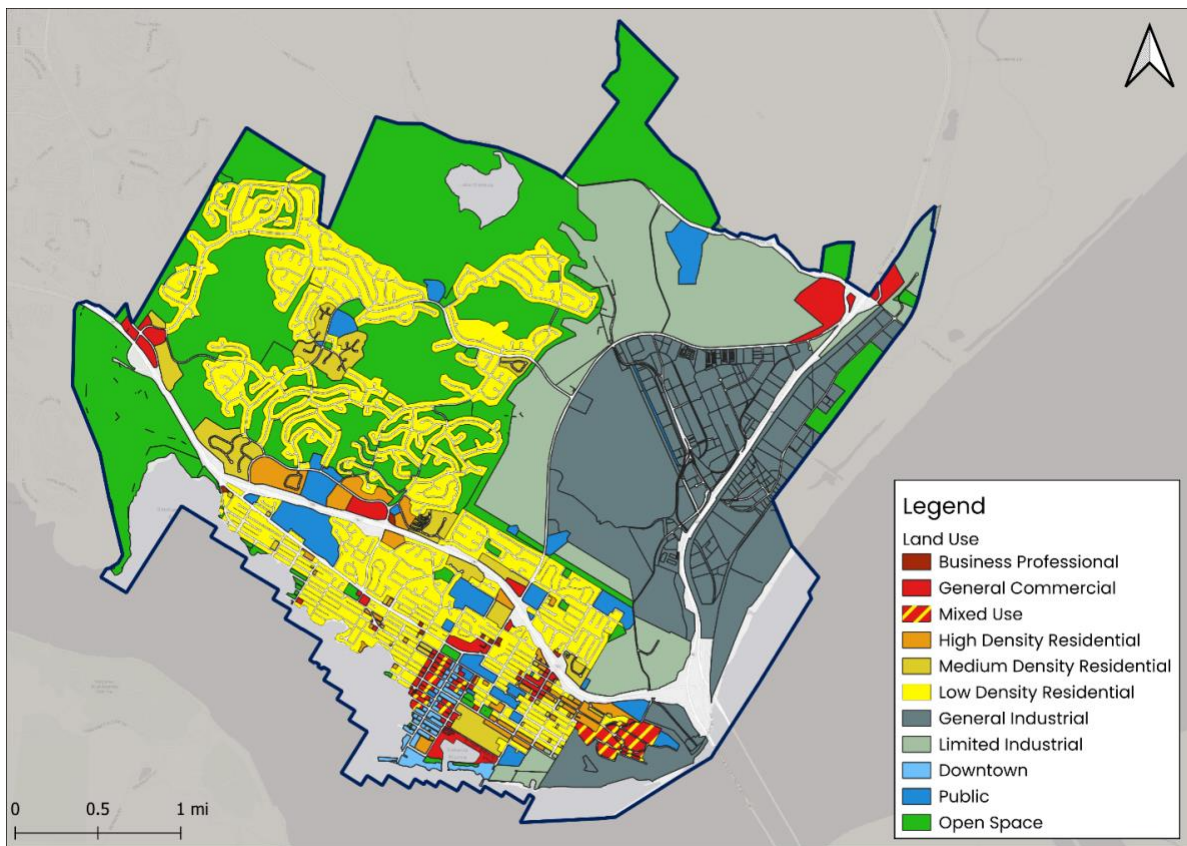


FIGURE 2-5: AGENCY LAND USE MAP

There is limited land available for new large-scale residential or commercial growth due to build-out conditions, topographic constraints, and the City's own Urban Growth Boundary (UGB). Development anticipated within the planning horizon is mostly limited to infill projects or part of the potential growth scheme planned near the northeastern UGB, sometimes referred to as the "North Study Area."

The Rose Estates is a proposed site development for the 527-acre North Study Area property, previously considered in the 2020 UWMP. Although several site development proposals have been considered over the years, Rose Estates is the latest iteration, involving the construction of 1,620 dwelling units and approximately 260,000 square feet of retail/industrial use. Although the status of the Rose Estates proposal is undetermined, the City presumes growth may still occur in this undeveloped area. For the purposes of forecasting water demands in Chapter 4, the land use mix associated with anticipated residential developments, including the Rose Estates Project, are considered as future demands.

In addition to Rose Estates, other anticipated residential developments include:

- The "Eden Senior Housing Development" with nearly 100 rental units and a 19,000 square foot pedestrian promenade open space.

Chapter 2 – Water Service and System Description

- The approved “Jefferson Ridge” housing development, containing 121 residential units and a 2,000 square foot commercial building.
- The proposed “1451 Park Road” housing development, containing 17 housing units.

Significant non-residential projects on the horizon include:

- A proposed metal-working facility, called “Boilermakers”, requiring an expansion to an existing facility from 26,370 to 31,121 square feet, and an addition of a 1,205 square-foot training area.
- A proposed indoor cannabis cultivation facility, requiring minor additions to a 54,602 square-foot building.

Table 2-5 represents the planned mix of new residential and non-residential connections expected by the City between now and 2050. This information is used in Chapter 4 to forecast future water use needs.

TABLE 2-5: SUMMARY OF LAND USE PLANS IN SERVICE AREA WITH FUTURE RESIDENTIAL UNITS¹⁸

	Residential Units		Non-Residential (sf)
	Single-family	Multi-family	
Rose Estates	1,440	180	261,438
Eden Senior Housing	n/a	97	19,000
Jefferson Ridge	n/a	121	2,000
1451 Park Road	n/a	17	n/a
Boilermakers Facility	n/a	n/a	5,956
Cannabis Cultivation Facility	n/a	n/a	1,342
Infill/Vacant Land within City Limits	n/a	379	n/a

2.2.4. ECONOMIC TRENDS & OTHER SOCIAL AND DEMOGRAPHIC FACTORS

Benicia’s economy has evolved over the last few decades, shaped by regional economic influences, shifts in industry, and changing workforce dynamics. Historically, the local economy centered around its established industrial and manufacturing sectors. The City’s historic port and Industrial Park provided the economy’s industrial base, anchored by the Valero refinery. The presence of the City’s industrial and manufacturing sectors has waned as

¹⁸ The specific details of the land use plans presented in this table are derived from information provided by the City or publicly available project application documents and are subject to change. Although the type of residential units wasn’t specified in project documents for Jefferson Ridge and Park Road, it is assumed these units will be multi-family residences.

of late as the local economy has gradually diversified while shifting with broader trends in the Bay Area. Since 2015 Benicia has seen steady growth, adding jobs and decreasing the unemployment rate from as high 7.1% in 2015 to 5.6% as recently as June 2025. The unemployment rate spike in 2020 seen in **Figure 2-6** was due to the Covid-19 pandemic and recovered to pre-pandemic levels in 2022, though since rising over a percentage point.

In recent years, Benicia has undergone a shift away from “heavy industries” toward a more service-oriented and professional services economy. While the Valero Refinery is currently an important economic anchor, the City has benefited from the information technology boom. As a convenient suburb of the greater Bay Area, Benicia’s proximity makes it an attractive place to live for those employed by technology companies. However, this economic growth is a contributor to increases in housing costs, income disparity, and pressures on lower- and middle-income residents. Additionally, the Valero Energy Corporation announced in April 2025 its intent to “idle, restructure, or cease refining operations” at its Benicia Refinery by April 2026. While the closure remains undetermined and not final as of the drafting of this UWMP, it is important to consider the impacts of its shuttering as the 170,000-barrel-per-day refinery has operated in the community for over 25 years and employs more than 400 workers. Valero, importantly, represents a meaningful fraction of Benicia’s annual \$60 million municipal budget and nearly half of the City’s gross water use. The closure of the refinery would have significant ripple effects on the local economy; however, over the long-term the closure will create undeveloped real estate opportunities and potential for repurposing land and industrial resources squarely within the City’s sphere of influence.

Overall, Benicia’s economy remains stable; but like many small municipalities in the Bay Area, it is adapting to broader challenges related to affordability, infrastructure, and economic diversification.



FIGURE 2-6: AGENCY AREA EMPLOYMENT DATA¹⁹

DEMOGRAPHICS

According to the 2020 US Census, the ethnic composition of Benicia is 63.1% White, 14.8% Hispanic/Latino, 12% Asian, 5.1% Black or African American, 14.9% other races or mixed race, 0.6% Native American, 0.4% Pacific Islander. The 2020 US Census lists Benicia's poverty rate at 7.6%, with a median household income of \$121,204 and a per capita income of \$63,686. California Department of Finance estimates occupancy in Benicia to be 2.42 persons per household.²⁰

2.3. DELIVERY SYSTEM DETAILS

This subsection focuses specifically on Benicia's potable and raw delivery systems. The water supplies are described in Chapter 3, with water uses described in Chapter 4.

2.3.1. POTABLE WATER SYSTEM

The City operates a potable water system to provide water service to its customers. **Figure 2-7** illustrates the main features of the raw water conveyance system, while **Figure 2-8** represents the main features of the potable water delivery system. The existing Benicia Water

¹⁹ U.S. Bureau of Labor Statistics: Vallejo-Fairfield, CA Metropolitan Statistical Area

²⁰ US Census Bureau, 2020-2024 Demographics and Families & Living Arrangements Table for Benicia city, California.

Treatment Plant (WTP) was constructed in 1971. Originally designed for a capacity of six million gallons per day (mgd), the WTP's capacity was expanded to 12 mgd in 1989. Additional reliability and redundancy improvements were made in 2006. The distribution system consists of three pump stations, eight pressure-reducing stations, and approximately 150 miles of pipelines. Benicia's storage system includes five treated water reservoirs, or tanks, and Lake Herman, which has storage capacity of approximately 1,800 acre-feet of untreated water. Raw water is delivered to the City via the raw water transmission system, which consists of two pump stations and approximately 18 miles of pipelines.

The California State Water Project (SWP) serves as the City's primary source for raw water. SWP water is delivered to the City from Barker Slough on the Delta via the North Bay Aqueduct (NBA). Additional raw water is sourced from the Solano Project (SP) via the Putah South Canal (PSC) to the Terminal Reservoir. Raw water from the SWP and SP are respectively conveyed from the NBA Cordelia Pumping Plant and PSC Cordelia Pump Station to a diversion structure located at the City's WTP. The flows in excess of daily demand are diverted to Lake Herman, via gravity through a pipeline. Additionally, raw water is delivered to the Valero Refinery. The City can also convey raw water to Lake Herman as an operational buffer and use the lake for up to 1,800 acre-feet of auxiliary water storage.

It should be noted that the meter on the PSC supply failed in December of 2021 and was placed back into service in January 2025. During this period, the City quantified the PSC supplies using the Water Treatment Plant flow meter. The City owns and maintains the PSC meter but does not own or maintain the NBA flow meter.

In 2023, a landslide destroyed a section of the 36" raw water pipeline. A temporary bypass was installed, and permanent repairs to this section of the pipeline are scheduled to be complete by the end of 2026. In 2025, a section of the 36" raw water pipeline was blown out from over-pressurization. This failure was repaired and the system was placed back in service. Both these events resulted in mandatory conservation actions.

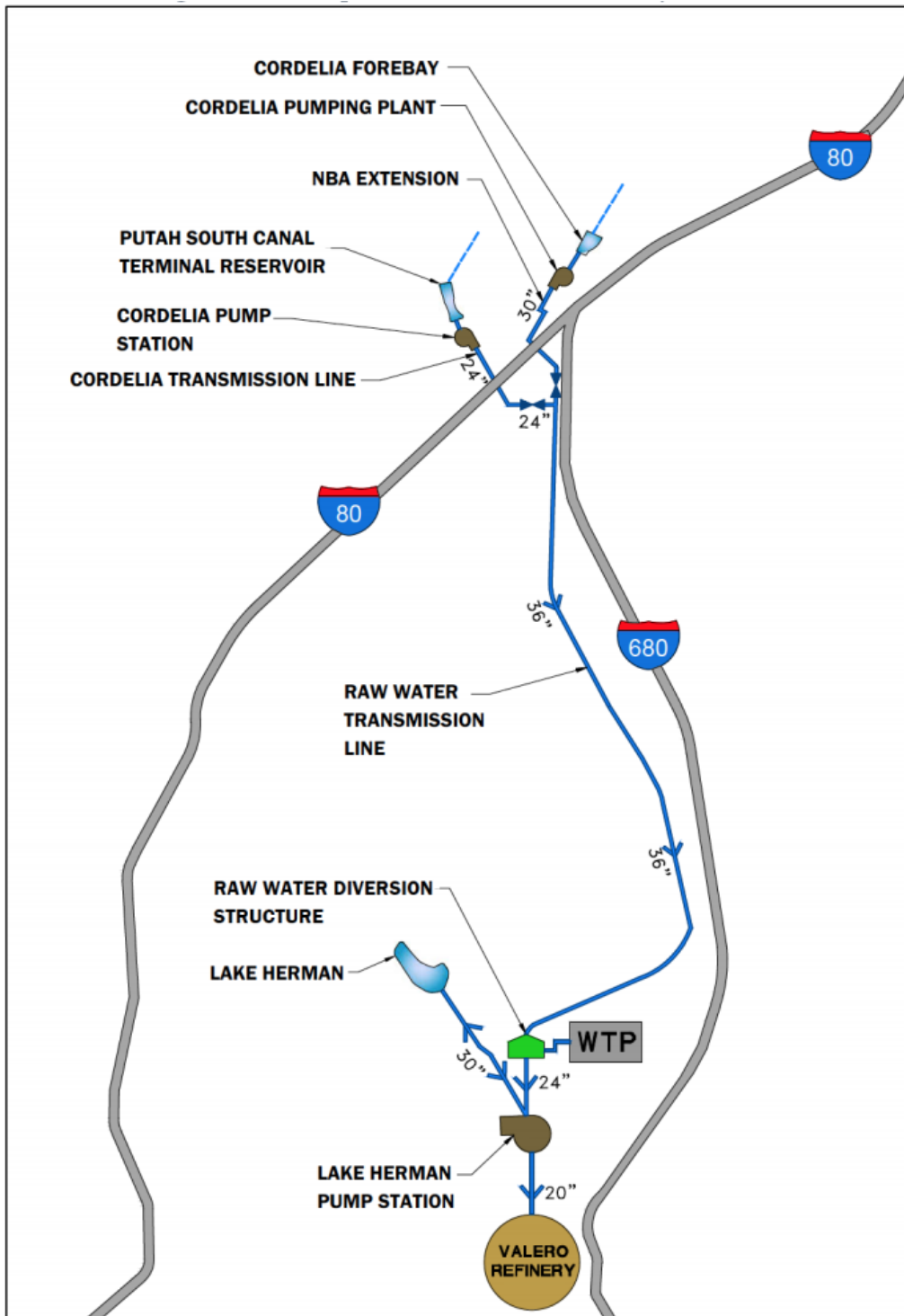


FIGURE 2-7: RAW WATER SYSTEM

The potable water distribution system consists of three main pressure (or service) zones: Zone I primarily serves Commercial/Institutional/Industrial (CII) connections along the eastern sector of the City; Zone II primarily serves the western residential area; Zone III primarily serves residential area north of I-780 and west of East 2nd Street. Zone III includes several intermediate pressure zones which rely on pressure-reducing valve stations. Storage reservoirs are located in each of the main pressure zones to provide water during peak demand periods and to provide fire and emergency storage capacity. There are currently six water storage tanks (located at three reservoir sites and the WTP) in the distribution system, with a total capacity of 12.8 million gallons. The reservoirs range in size from 1.0 to 3.0 million gallons. Three of the reservoirs are pre-stressed concrete tanks and the other three reservoirs are welded steel tanks. Water is delivered to Pressure Zones II and III by three pump stations. The P-1 Pump Station delivers water to Zone II from Zone I. The P-2 Pump Station conveys water from Zone II to Zone III. The P-3 Pump Station delivers water directly from Zone I to Zone III. The P-1 Pump Station has a stationary emergency generator, manual transfer switch, and load bank. Pipelines for the water distribution system range in diameter from 4-inch pipes to 30-inch pipes. Most pipelines 12-inch in diameter or less are constructed of ductile iron pipe, while most of the larger pipelines are steel.

In 2017, the City began installing Advanced Metering Infrastructure (AMI) to replace its older commercial and residential water meters. The new residential meters were replaced as a single project in 2019 and these meters account for 90% of all system meters. Individual connection Meter Transmission Units (MTUs), which collect hourly water data, were installed along with 26 Data Collector Units (DCUs) to transmit the data to a cloud-based computer system. Benefits include eliminating the need for manually reading meters, an enhanced customer web portal to track and monitor water use, and real-time leak monitoring and water loss notification.

The City does not have an economically viable groundwater supply. The Public Safety Background Report lists a number of confirmed and potential groundwater contamination sites throughout the City. However, Benicia's reliance on imported SWP and SP water for its municipal water supply means that groundwater quality poses minimal impacts on its drinking water quality. Rather, they have the potential to affect the local receiving waterways, like Sulphur Springs Creek and the Carquinez Strait, since groundwater flows to surface locations. Several contamination sites have been identified upstream from Lake Herman and have the potential to affect the City's water supply. While Syar Quarry and the Hastings Mercury Mine have been identified as potential contamination sites, these upstream sites are of relatively low concern compared to downstream sites closer to the Valero Refinery.

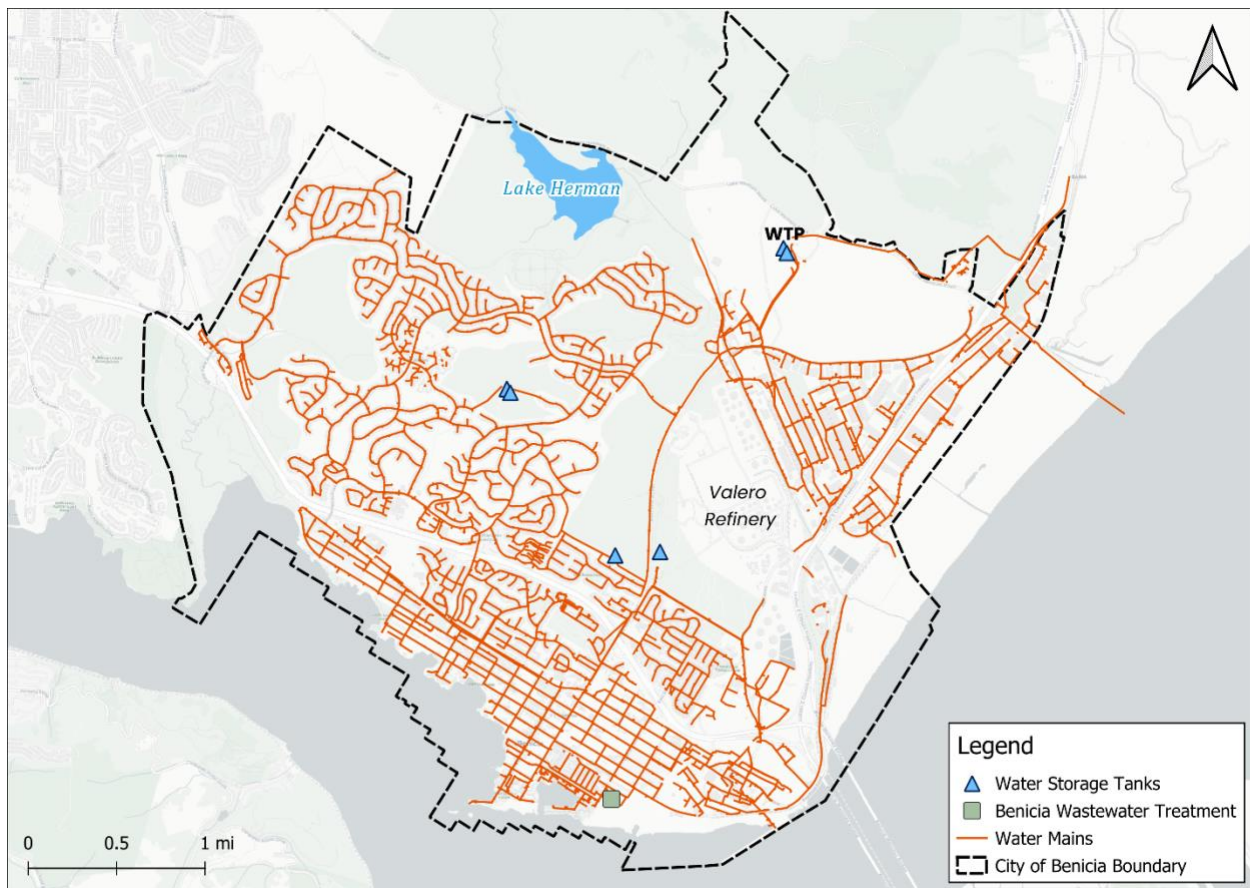


FIGURE 2-8: POTABLE WATER SYSTEM

2.3.2. NON-POTABLE WATER SYSTEM

The City's primary non-potable water system consists of simple delivery infrastructure to serve raw water supplies to Valero. Raw water is delivered to Valero where it is treated at its own facilities for various industrial processes, including cooling tower make-up water and boiler feed water. As noted earlier, Valero represents a significant water demand, frequently matching the City's monthly demand numbers. In October of 2024 a new meter was installed that recorded significantly more water sent to Valero than the old meter had. More discussion of this is in Chapter 4.

The City also provides wastewater collection, treatment, and disposal services to customers within its service boundaries. The City's wastewater collection system consists of approximately 150 miles of pipelines and 23 lift stations. Much of the collection system relies on gravity flow of the wastewater through pipelines. Lift stations are also needed to overcome topographic restrictions and transport collected wastewater from low points to suitable locations for continued gravity transmission. All wastewater collected in the City's service area is treated at the City-operated and maintained 4.5 mgd WWTP facility.

2.4. ENERGY INTENSITY

California Water Code Section 10631.2(a) codified the requirement that urban suppliers must include information it can readily obtain related to the amount of energy consumed to divert, extract, produce, treat, and deliver water. Referred to as “Energy Intensity Reporting” for urban water suppliers, *Energy Intensity* is defined as: the total amount of energy expended in kilowatt-hours (kWh) by the urban water supplier on a per acre-foot basis to convey water from the location where the urban water supplier acquires the water to its point of delivery (i.e., turnout).

Due to the manner in which water is supplied within the City’s various service areas, it is only possible to parse out some sections of energy use directly for extraction, treatment, storage, and distribution. This limitation is due to some delivery and treatment facilities combining different functions on single power meters, the use of some gravity-fed storage tanks, and the use of solar at some of the City’s facilities. As a result, the City employs a Total Utility Approach, which sums the annual net energy consumed for all water management processes, divided by total volume of water (in acre-feet).²¹ These processes include diversion, conveyance, placement into storage, treatment, and distribution. The total energy intensity is reported in **Table 2-6**.

TABLE 2-6: ENERGY INTENSITY – TOTAL UTILITY APPROACH

Sum of All Water Management Processes	
Volume of Water Entering Process (acre-feet)	2,997
Energy Consumed (kWh)	1,497,214
Energy Intensity (kWh/acre-foot)	500

²¹ Net energy is used due to solar production partially offsetting consumption at Pump Stations 1-3 and the WTP.

CHAPTER 3

WATER SUPPLY

The City of Benicia, located in Solano County, relies on several water supply sources to meet the needs of its residential, commercial, and industrial customers. The City's diverse water asset portfolio – derived from water rights and contracts – provides significant annual volumes of water that can be used to meet end user demands. However, each water asset carries different contract requirements and conditions that impact the monthly availability of each supply source. These availability variances require prudent management to ensure the City maintains sufficient water supplies during extended drought periods. Furthermore, as noted below, the City's water asset portfolio has additional administrative matters that require resolution in order to support long-term reliability projections. This section details the City's water supply portfolio and identifies the key components within each water asset that impact the City's long-term water supply reliability and security.

3.1. WATER SUPPLY SOURCES

Chapter 3 describes the City of Benicia's existing and planned water supplies. The City's water supply is derived from three general surface water sources: (1) the Sacramento River Watershed, (2) Putah Creek and the Solano Project, and (3) Sulphur Springs Creek Watershed through Lake Herman. All water supplies from these sources are collectively managed to best meet the City's demand across different water year types, reduce delivery costs, manage water quality issues, and handle emergency situations. Solano County Water Agency (SCWA) has historically managed the Sacramento River and Solano Project supplies on the City's behalf.

A fundamental conclusion from the water analysis conducted in this 2025 UWMP is that the City and SCWA will need to closely coordinate future water management efforts in order to prevent water supply deficits during multi-year drought periods. With these management challenges in mind, the water deliveries from each identified water source will likely change in any given year to best preserve water assets for unknown, yet predictable, future dry year conditions. Specifically, the City and SCWA management efforts should focus on preserving as much of the City's water as possible in carryover and/or storage in order to retain those water supplies for future uses.

The City's Sacramento River Watershed water supplies are derived from a variety of water rights and water contracts. Sacramento River watershed supplies are diverted from the Delta through the Barker Slough Pumping Plant (BSPP) and into the North Bay Aqueduct (NBA) – a

SWP facility. Sacramento River watershed supplies, conveyed through the NBA, provide the majority of the City's needs during normal water years.

The Solano Project is an important component of Benicia's water asset portfolio. Lake Berryessa, the Solano Project's primary supply source, is a multi-purpose reservoir that combined with the Putah Diversion Dam and other associated infrastructure comprises the Solano Project – a federal water project operated by the United States Bureau of Reclamation.²² Lake Berryessa is located in the Vaca Mountains in Napa County and formed by the Monticello Dam. Solano Project water in turn is transported to Benicia through the Putah South Canal and provides a varying percentage of the City's total consumption depending on the hydrological and regulatory conditions.

Sulphur Springs Creek Watershed and Lake Herman contribute locally sourced water to the City's water supply portfolio. The City diverts water to storage from Sulphur Springs Creek Watershed and stores additional water in Lake Herman delivered through the Solano Project and North Bay Aqueduct as needed. Water quality issues limit Lake Herman's utility, resulting in it primarily being used as a backup or peaking supply for Valero, an emergency water supply source, and as a means to regulate raw water supplies coming into the City's system from alternative sources. All three of the City's water supply sources are described in greater detail in the following sections.

3.2. SACRAMENTO RIVER WATERSHED WATER SUPPLIES

Two of the City's primary water assets are derived from contractual entitlements from the Sacramento River Watershed: (1) Participating Agency Contract with Solano County Water Agency for State Water Project water; (2) Settlement Agreement with the California Department of Water Resources. Benicia occasionally receives Sacramento River Watershed water from the City of Vallejo's "Permit Water" supply; however, the City of Vallejo's Sacramento River Watershed water is not relied upon to meet the City's annual needs. The details underlying the City's Sacramento River Watershed water supply sources as well as their respective conveyance and delivery components affect their short-term and long-term reliability.

3.2.1. Participating Agency Contract with Solano County Water AGENCY

The California State Water Project (SWP) was created in 1957 following the devastating floods that inundated great portions of the Sacramento Valley. In 1960, under the Burns-Porter Act (also known as the California Water Resources Development Bond Act), the SWP was funded for construction, and most facilities were completed by 1973. The State Water Project is the largest state-built, multipurpose water project in the country. Today, the SWP includes 28

²² <https://www.usbr.gov/projects/index.php?id=421>

dams and reservoirs, 26 pumping and generating plants, and approximately 660 miles of aqueducts.

The primary water source for the SWP is the Feather River, a tributary of the Sacramento River. The water flowing in the Feather River is captured by the SWP in Oroville dam and reservoir. Storage released from Oroville Dam flows down the Feather River and then the Sacramento River until it reaches the Sacramento–San Joaquin River Delta (Delta). The SWP diverts, stores, and distributes water to 29 agricultural and urban suppliers throughout Northern, Central and Southern California. Approximately 70% of the SWP supply is contracted for urban uses and 30% is contracted for agriculture. The diversion rights are based upon appropriative water rights, with 1927 priority dates, issued by the State Water Resources Control Board.

The total planned annual delivery capability of the SWP and the sum of all contractors' maximum Table A was originally 4.23 million acre–feet. The initial SWP storage and conveyance facilities were designed to meet contractors' water demands with the construction of additional storage facilities planned as demands increased. However, few additional SWP storage facilities have been constructed since the early 1970s, and a portion of the original conveyance design was never completed. SWP conveyance facilities were generally designed and have been constructed to deliver Table A to all contractors. The maximum Table A of all SWP contractors now totals about 4.133 million AF.²³

The Solano County Water Agency (SCWA) is one of the 29 water suppliers that executed a State Water Project Contract with the California Department of Water Resources. The original contract was signed in 1963 and includes 20 amendments. In 2003, DWR and SCWA signed another agreement that attempted to amalgamate all of the amendments that were added to the 1963 contract. However, DWR disclaims legal validity of the consolidated document by stating that:

[the 2003 document] is intended only to provide a convenient reference source, and the Department of Water Resources is unable to provide assurances that this integrated version accurately represents the original documents. For legal purposes, or when precise accuracy is required, users should direct their attention to the original source documents rather than this integrated version.

As such, the 1963 Contract and its 20 amendments should be consulted when assessing SCWA's SWP water assets.

The City derives a portion of its water supplies from the SWP contract between SCWA and DWR. Importantly, entire portions of SCWA's SWP contract are fully incorporated into the City's

²³ The State Water Project Draft Delivery Capability Report, December 2025. Table 5-1. This Table A water available for delivery excludes Butte County, Yuba City, and Plumas County FCWCD.

Participating Agency contract. Therefore, the City is bound by the qualifying language contained in SCWA's SWP contract that affects supply allocations in the City's Participating Agency Contract.

The City originally entered into a "Member Unit Contract" with SCWA in 1977 in order to receive water derived from SCWA's SWP contract. The City and SCWA entered into a second contract in 1985, superseding the 1977 contract. In 2013, the City and SCWA entered the "Participating Agency Contract," superseding the 1985 contract and its amendments. Accordingly, the City's current SWP-based water supplies are derived from its 2013 Participating Agency Contract (2013 PAC) with SCWA.

CITY OF BENICIA TABLE A ALLOCATION

The 2013 PAC provides the City a Table A Amount of 17,200 acre-feet annually. This entitlement represents the maximum amount of water that is available to the City through its water agreement. However, the 2013 PAC recognizes that SCWA's SWP contract may be subject to shortages that require all participating agencies (i.e., City of Benicia) to reduce water supply deliveries that are derived from SCWA's SWP contract and its 20 amendments. As such, the 2013 PAC allocates proportionate water supply shares in times of shortage. Of SCWA's total annual SWP allocation, Benicia's share accounts for 41%.

The State Water Project's primary source for the City's allocation is Lake Oroville. Additional supplies are sourced from other SWP facilities – including San Luis Reservoir, located south of the Delta. Since 2015, the City has received the following annual Table A allotments (

Table 3-1) under the 1985 Member Unit Contract and 2013 PAC.

TABLE 3-1: CITY OF BENICIA TABLE A PAC ALLOTMENTS 2015-2025

Year	Table A Allocation (acre-feet)	% Allocation
2014	860	5%
2015	4,323	25%
2016	12,900	75%
2017	17,200	100%
2018	6,600	38%
2019	14,620	85%
2020	5,160	30%
2021	860	5%
2022	860	5%
2023	17,200	100%
2024	6,880	40%
2025	8,600	50%

FUTURE SWP ALLOCATIONS AND LONG-TERM RELIABILITY

DWR has indicated that 100% allocation years are less than likely to occur on a regular basis in the future. In July 2024, DWR finalized the “2023 SWP Delivery Capability Report” (DCR) that outlined the probable future water supply allocations for the SWP. Hydrological and regulatory conditions contributed to variations in the DCR’s forecasted future Table A deliveries. These conditions are summarized in **Table 3-2** below.

TABLE 3-2: SWP ESTIMATED TABLE A DELIVERIES FROM DCR (ACRE-FEET PER YEAR)²⁴

Year	Long Term Ave	Single Dry Year (1977)	Dry Periods			
			2 Year Drought (1976-77)	4 Year Drought (1980-83)	6 Year Drought (1987-92)	6 Year Drought (1929-34)
2021 Report	2,321 (56%)	233 (6%)	1,377 (33%)	3,212 (78%)	1,163 (28%)	1,039 (25%)
2023 Report	2,202 (53%)	184 (4%)	922 (22%)	3,145 (76%)	860 (21%)	597 (14%)
2025 Report	2,234 (54%)	237 (6%)	936 (23%)	3,118 (75%)	897 (22%)	627 (15%)

As shown in **Table 3-2**, DWR’s long-term reliability projections show a 54% average, a slight increase from 53% in the 2023 SWP DCR, but not as high as the 56% in the 2021 DCR. The North of Delta Settlement (December 31, 2013) resulted in the North of Delta (NOD) Allocation being

²⁴ The State Water Project Draft Delivery Capability Report, December 2025. Table 5-2 at p. 25.

larger than the identified reliability in the 2023 DCR. Specifically, the NOD Allocation should increase future annual Table A allocations by approximately 10%. The City will incorporate the NOD Allocation bump in considering its long-term water supply availability of 64%. **Table 3-3** depicts the Future SWP Table A Projected Normal Water Year Deliveries.

It should be noted that the NOD Allocation settlement faces ongoing litigation over the terms of its availability. Currently the NOD bump water is made available by DWR only after all SWP Table A water has been used. This limits the NOD Allocation utility and prompts a management decision over whether NOD Bump water is more useful than preserving Table A as carryover in subsequent years.

TABLE 3-3: SWP FUTURE TABLE A PROJECTED NORMAL WATER YEAR DELIVERIES (ACRE-FEET PER YEAR)

Year Type	% Allocation	North of Delta Increase (%)	Table A Allocation	Total Table A Allocation
Normal Year	54%	10%	9,288	11,008

There has been a general long-term downward trend in reliability with recent allocations being less than historical allocations. The lowest historical SWP allocation of 5% occurred in 2014, 2021, and 2022 as shown in

Table 3-1. Although the City anticipates the NOD allocation applying in critically dry years, out of an abundance of caution and in accordance with the 2021 SWP allocation, the City will assess a critically dry year at 5% allocation. In less dry years, however, the City will increase the baseline allocation by 10%.

The DCR also identifies various drought periods for purposes of characterizing SWP allocation percentages that would accompany those drought periods. The averaging of the allocations over the course of the drought period is not representative of the City’s drought planning purposes.

The City will use the following drought characterization for its short-term and long-term planning, incorporating both the 2021 critical year allocation and the NOD allocation adjustment: year 1 at 43%; year 2 at 30%; year 3 at 10%; year 4 at 5%; and year 5 at 15%. This characterization adequately represents a drought over a five consecutive year period based on historical dry-year allocations. **Table 3-4** shows the rounded Table A allocation over five consecutive dry years from 2026-2030. It is important to note that the Table A allocation available may not be used in the identified dry year as it could be carried over into storage for future year uses.

TABLE 3-4: SWP ALLOCATION FOR FIVE CONSECUTIVE DRY YEARS, 2026-2030 (ACRE-FEET PER YEAR)

Year	Amount	Managed Amount
Normal	11,010	2,170
Single Dry	860	430
Dry Year 1	7,400	3,530
Dry Year 2	5,160	2,580
Dry Year 3	1,720	860
Dry Year 4	860	430
Dry Year 5	2,580	1,290

Table A supply reliability has also been examined over the broader planning horizon considered in this 2025 UWMP. **Table 3-5** shows the rounded normal year, single dry year, and five consecutive dry years planned SWP Table A Allocation for the City of Benicia through 2050.

TABLE 3-5: FUTURE SWP ALLOCATIONS BY YEAR TYPE THROUGH 2050 (ACRE-FEET PER YEAR)

Year Type		2030	2035	2040	2045	2050
Normal		11,010	11,010	11,010	11,010	11,010
Single Dry Year		860	860	860	860	860
	Year 1	7,050	7,050	7,050	7,050	7,050

Five Consecutive Drought Years	Year 2	5,160	5,160	5,160	5,160	5,160
	Year 3	860	860	860	860	860
	Year 4	2,580	2,580	2,580	2,580	2,580
	Year 5	7,050	7,050	7,050	7,050	7,050

The characterizations of the City’s SWP Table A Allocation long-term reliability reflect numerous hydrological and regulatory issues that inform the DCR modeling, are reasonable assessments related to SWP system management, and reflect the City’s local conditions. Long-term hydrological and regulatory issues that could affect the water management include the Bay-Delta Water Quality Control Plan (see section 3.8), the Coordinated Operations Agreement, the Delta Biological Opinion, modifications to San Luis Reservoir, SWP Seismic considerations, DWR’s Emergency Planning, and assessments related to the City’s local conditions and climate. These issues are all considered in the City’s planning incorporated into its supply characterizations in this 2025 UWMP.

TABLE A CARRYOVER SUPPLY

The City’s PAC Contract allows it to forego use of its allocated SWP Table A supply and retain a portion of that allocated supply in storage for future use. This retained supply is termed “Article 56 Carryover Water” and is governed under Article 56 of SCWA’s SWP contract. Article 56 Carryover water is water that is released from Oroville dam and reservoir, re-diverted at the Delta, and then stored in San Luis Reservoir – an off-stream reservoir located just outside the City of Santa Nella at the junction of Interstate 5 and California State Highway 152. San Luis Reservoir is jointly owned and operated by the state and federal governments and all SWP contractors may use the storage facility to manage Carryover water supplies. In short, the San Luis Reservoir receives, regulates, and stores exported water derived from the State Water Project and Federal Central Valley Project.

The amount of water that the City may carryover in any given year is subject to a set of rules that implicate all SWP contractors throughout California. In brief, the City delivers its Table A supplies to Carryover in San Luis Reservoir with an expectation that it will be able to divert all or a portion of these supplies in a subsequent year. In the event that water supplies are abundant, San Luis Reservoir may “spill,” in which DWR reclassifies water and Carryover supplies can be lost. When San Luis Reservoir reaches a “spill” stage, DWR releases the City’s Carryover in accordance with the aforementioned rules as they apply in the context and proportional share of all entities with stored water in San Luis Reservoir. Nevertheless, the City generally retains a portion of its Table A Allocation as Article 56 Carryover in any given year and continues to maintain a carryover balance.

Table 3-6 shows the City’s Article 56 Carryover balance from 2015 through 2025.

TABLE 3-6: CITY OF BENICIA HISTORIC SWP CARRYOVER (ACRE-FEET PER YEAR)

Year	Carryover
2015	6,525
2016	6,601
2017	13,541
2018	8,600
2019	7,870
2020	8,522
2021	4,300
2022	1,985
2023	0
2024	7,013
2025	8,471

Article 56 Carryover supplies will be available to the City in future years based upon hydrological and regulatory conditions. The Table A Carryover supplies result from a number of variables that are both tied to the SWP Table A annual percent allocation, San Luis Reservoir operations, and water supply management by the City and SCWA. Future Carryover supplies will vary annually but will be largely contingent on the prior year's Table A allocation and management decisions. For example, the City may choose to prioritize other water supplies, thus preserving SWP Table A water for subsequent years' carryover. Preservation of SWP Table A over other water assets will enable the City to increase its carryover supplies, further insulating the City from potential supply shortages.

Amendment No. 16 to the SCWA SWP Contract, sometimes referred to as the "Water Management Tools" updated Articles 21 and 56 of the contract. In brief, Amendment No. 16 supplements and clarifies terms of the SWP Contract related to water transfers and exchanges within the SWP service area to improve water management capabilities and options. Provisions require SCWA, on behalf of the City and other PAC agencies, to submit a preliminary water delivery schedule to the State by October 1 of each year that identifies the quantity of water the Agency wishes to store as Article 56 Carryover Water, and the quantity of Article 56 Carryover Water it wishes to transfer or exchange with another contractor in the next succeeding year. The City participated in a transfer in partnership with SCWA and other PAC agencies in 2024 that moved Article 56 Carryover water to south-of-delta SWP Contractors. Water transfers like this are beneficial for the City when excess supplies exist, allowing the City to maximize its resources with timely water management actions.

To be conservative, future carryover supplies are estimated to be approximately one-half of the City's Table A Allocations. Thus, in a normal year, the City expects the Article 56 Carryover supply to be approximately 5,510 acre-feet. In a single dry year, the Article 56 Carryover

supply is expected to remain at 5,510 acre-feet as a remnant of the previous dry year storage action. However, the supply decreases over time as it relates to the previous year's Table A Allocation. Thus, for five consecutive dry years, the pattern for Carryover would be 50% of the previous year's Table A Allocation. Importantly, however, the City will manage these supplies over the five-year drought planning period to ensure the City's demands are met in light of other constraints on other water resources.²⁵ Additional analysis is conducted in Chapter 5.

Table 3-7 shows the representative Table A Carryover supplies under normal, single dry, and five consecutive dry year scenarios from 2025 through 2030. **Table 3-8** shows the representative Table A Carryover supplies from 2025 through 2045.

TABLE 3-7: FUTURE AVAILABLE TABLE A CARRYOVER SUPPLIES FROM 2026-2030 (ACRE-FEET PER YEAR)

Year	Amount
Normal	5,510
Single Dry	5,510
Dry Year 1	430
Dry Year 2	3,700
Dry Year 3	2,580
Dry Year 4	860
Dry Year 5	430

TABLE 3-8: AVAILABLE TABLE A CARRYOVER SUPPLIES FROM 2030-2050 (ACRE-FEET PER YEAR)

Year Type		2030	2035	2040	2045	2050
Normal		5,510	5,510	5,510	5,510	5,510
Single Dry Year		5,510	5,510	5,510	5,510	5,510
Five Consecutive Drought Years	Year 1	430	430	430	430	430
	Year 2	3,700	3,700	3,700	3,700	3,700
	Year 3	2,580	2,580	2,580	2,580	2,580
	Year 4	860	860	860	860	860
	Year 5	430	430	430	430	430

²⁵ Carryover supplies in the State Water Project system are managed to address water supply shortages when direct diversion rights are insufficient to satisfy demands. Moreover, the Carryover supplies may have applicability over the course of many years after they are designated for carryover.

3.2.2. SETTLEMENT AGREEMENT WITH DEPARTMENT OF WATER RESOURCES

In 1998, the City of Benicia, along with Solano County Water Agency, and the Cities of Fairfield and Vacaville, asserted a priority right with the State of California for water from the Sacramento–San Joaquin Delta pursuant to the Watershed-of-Origin statutes. The Watershed-of-Origin statute is one of three Area of Origin statutes created to preserve the water supplies of local areas against the long-term potential export of water supplies to distant places far from the area of origin. Local water users feared becoming the next Owens Valley or Hetch Hetchy, consumed by a distant water exporter. In short, these laws were designed to protect local water users from the federal Central Valley Project and State Water Project exporters. The Cities of Benicia, Fairfield, and Vacaville, concerned over the fate of local Delta water, respectively filed water rights under the Area of Origin statutes.

DWR protested the cities' applications in a matter held before the State Water Resources Control Board (SWRCB). All parties, DWR and cities, negotiated a comprehensive settlement to resolve the dispute. The "Settlement Agreement Among the Department of Water Resources of the State of California, Solano County Water Agency, and Cities of Fairfield, Vacaville and Benicia for Purposes of Water Supply" (hereinafter Settlement Agreement) provided all three cities a total of 31,620 acre-feet of water per year.²⁶ The subsequent settlement and conveyance agreements defined the basis for water availability in the cities' respective service areas and how the existing DWR facilities would be used to convey the water to the participating cities. SCWA was a necessary party of interest to the Settlement Agreement because of its relationship to the SWP facilities needed to deliver Settlement Agreement water.

DWR diverts water to meet its obligations under various appropriative water rights with priority dates of approximately 1927. These appropriative rights are used to fulfill contractual obligations related to its State Water Project contracts as well as to meet other water delivery obligations in settlement negotiations throughout the state. In this instance, DWR is utilizing surface water derived from its Sacramento River Watershed water rights diversions that otherwise would be diverted to meet SWP contract obligations.

The Settlement Agreement provides all three cities a total of 31,620 acre-feet of water per year. Of the 31,620 acre-feet provided by the Settlement Agreement, Benicia has an annual allocation of 10,500 acre-feet per year. The supplies are derived from the DWR's Sacramento River Watershed water rights diversions. It is unclear whether these rights are tied to water diversions made to storage at Lake Oroville or other SWP facilities. Nevertheless, no water stored in SWP facilities may be used towards Settlement Agreement water supplies, only direct diversions related to those water rights. This distinction is important because when water supplies are unavailable under the direct diversion provisions under DWR's

²⁶ Settlement Agreement Among the Department of Water Resources of the State of California, Solano County Water Agency, and Cities of Fairfield, Vacaville and Benicia for Purposes of Water Supply, effective May 19, 2003.

appropriative water rights – as happened in 2014 and 2015 – or when “Term 91” is declared, then water under this Settlement Agreement may not be diverted for use in the City of Benicia.

Although DWR’s water rights are not subject to Term 91, the Settlement Agreement invokes SWRCB action in declaring Term 91 “in effect” in order to curtail water usage in the Settlement Agreement. When Term 91 is in effect, typically from June to November, permit and licensee holders must cease diversions. Term 91 is declared by the SWRCB when it is determined that the SWP and CVP are required to release stored water in excess of low natural flow to meet Sacramento Valley in-basin uses plus export demands. In short, when natural flows are insufficient to meet water quality standards, resulting in the activation of Term 91, the City of Benicia is denied access to Settlement Agreement water and no water stored in DWR’s SWP facilities may be used to meet the City’s needs.

TABLE 3-9: CITY OF BENICIA SETTLEMENT AGREEMENT WATER 2021-2030 (ACRE-FEET PER YEAR)

Year	Settlement	Used
2015	10,500	504
2016	10,500	574
2017	10,500	3,072
2018	10,500	1,163
2019	10,500	1,753
2020	10,500	1,028
2021	10,500	2,597
2022	10,500	3,617
2023	10,500	387
2024	10,500	3,503
2025	10,500	2,845

The Settlement Agreement allows the City, in the future, to apply for a Watershed of Origin appropriation for an amount that exceeds the Settlement Agreement amount if demands exceed those upon which the Settlement Agreement was based. The Settlement Agreement automatically expires in 2035 unless it is renewed subject to specific terms identified in Article 9. For purposes of this UWMP, we assume that the Settlement Agreement will be renewed.

Table 3-10 shows the projected Settlement Agreement water available in normal, single dry, and five consecutive dry year scenarios from 2026 through 2030. **Table 3-11** shows the availability of Settlement Water from 2030 through 2050.

Chapter 3 – Water Supply

TABLE 3-10: CITY OF BENICIA SETTLEMENT WATER AVAILABILITY 2026-2030

Year		Amount
Normal		10,500
Single Dry Year		10,500
Multi-Year Drought	Dry Year 1	10,500
	Dry Year 2	10,500
	Dry Year 3	10,500
	Dry Year 4	10,500
	Dry Year 5	10,500

TABLE 3-11: CITY OF BENICIA SETTLEMENT WATER 2030-2050 (ACRE-FEET PER YEAR)

Year Type		2030	2035	2040	2045	2050
Normal		10,500	10,500	10,500	10,500	10,500
Single Dry Year		10,500	10,500	10,500	10,500	10,500
Multi-Year Drought	Year 1	10,500	10,500	10,500	10,500	10,500
	Year 2	10,500	10,500	10,500	10,500	10,500
	Year 3	10,500	10,500	10,500	10,500	10,500
	Year 4	10,500	10,500	10,500	10,500	10,500
	Year 5	10,500	10,500	10,500	10,500	10,500

Settlement Agreement is an additional DWR-derived water asset important to Benicia’s broader water asset portfolio. Although the total volumes of Settlement Agreement water are substantial, the availability of these supplies on a monthly basis can be more limited. In other words, because Settlement Water tends to be unavailable in certain months due to Term 91 (see

Table 3-29 in Section 3.7), the City must manage deliveries in order to maximize available Settlement Agreement water. Another distinction is that Settlement Water is characterized as “non-project water.” Non-project water is junior in priority to SWP water (and Vallejo Permit Water) for pumping and conveyance through the Barker Slough Pumping Plant and North Bay Aqueduct (NBA). As such, Settlement Agreement water is relegated to a junior position in water asset deliveries which may render the supply vulnerable under certain hydrologic or regulatory conditions. Although these conditions have yet to materialize, since the onset of the Settlement Agreement, it is noted here as a consideration when addressing the City’s long-term water management planning.

Settlement Agreement water is conveyed through the North Bay Aqueduct under the provisions of additional conveyance agreements between the Participating Agencies and SCWA described in Section 3.2.1 below. Once conveyance volumes are determined, the water is delivered to the City in the same manner as SWP PAC water. The City generally seeks to use Settlement Agreement water when it and NBA capacity is available.

3.2.3. NORTH BAY AQUEDUCT CONVEYANCE

The North Bay Aqueduct is an infrastructure component of the State Water Project. The NBA extends for 27.6 miles from Barker Slough in the Delta to the end of the Napa Pipeline, providing water supplies to Napa and Solano Counties. The NBA was designed to deliver 175 cubic feet per second (cfs) of water, but construction constraints limited the delivery to 142 cfs. The Barker Slough Pump Station in the Delta was designed to deliver a total of 113 million gallons per day (mgd), but pump tests have shown it can only deliver about 92 mgd due to biofilm growth. Moreover, Longfin Smelt issues – a federally listed endangered species under the federal Endangered Species Act – further limit flows from 130 cfs to 50 cfs under certain conditions. Deliveries are also limited in the month of March when maintenance requires the pipeline to halt operations for around two weeks. DWR delivers Sacramento River watershed water derived from SWP facilities and water rights to SCWA per SCWA’s SWP contract. SCWA then delivers water received through the NBA to SCWA’s Participating Agencies. In addition, the City’s Settlement Agreement water is also diverted at the NBA.

The City of Benicia’s turnout on the NBA is at the Cordelia Forebay and Pumping Plant, about 21.3 miles from Barker Slough. Benicia’s contracted allotment is 24.7 mgd, but currently it can only receive about 22.5 mgd due to biofilm growth in Barker Slough. The NBA’s pipe diameter ranges from 72 inches at Barker Slough to 36 inches at Cordelia Forebay.

Raw water is pumped from the Cordelia Forebay and transmitted to the City’s water treatment plant (WTP) through a 30-inch and then 36-inch raw water transmission line. The NBA Cordelia Pumping Plant, operated by the Department of Water Resources, has a rated capacity of 20.7 mgd for three Benicia pumps.

The NBA is responsible for conveying both the City's 2013 PAC water supply and Settlement Agreement water. As described above, NBA diversions have both regulatory and technical limitations. Article 12(f) of SCWA's State Water Project Contract – which is incorporated by reference into both the 2013 PAC and Settlement Agreement – established the priorities to utilize available capacity in the NBA. The designated water delivery priorities are as follows:

1. Project water
2. Interruptible water under Article 1(jj)
3. Project water “not delivered”²⁷
4. Carryover water
5. Non-Project water (i.e., Settlement Water) to meet annual entitlements
6. Additional interruptible water in excess of annual entitlements for that year
7. Additional non-project water in excess of annual entitlements for that year

These priorities are important to consider in light of the NBA serving multiple water purveyors across both Napa and Solano counties.²⁸ Specifically, if water purveyors that utilize the NBA seek to deliver significant volumes of Project water – applies to its annual allocation and Carryover supplies – other sources may be unable to deliver sources normally used to meet annual demands. The City's Settlement Agreement water is classified as “non-project water,” thus holding a junior priority designation, which may render such water less reliable for diversion in the NBA under certain yet-to-be-defined conditions. As discussed, these hierarchal diversion limitations have not impeded access to the City's water asset portfolio.

3.3. SOLANO PROJECT WATER ASSETS

The Solano Project is a federal reclamation project authorized by the Secretary of the Interior in 1948 and approved by Congress in 1949. Assigned to the United States Bureau of Reclamation, the Solano Project was designed for the purposes of flood control, storage, diversion, carriage, distribution, and beneficial use of water from Putah Creek to be stored in Lake Berryessa behind Monticello Dam for delivery to end users throughout Solano County. Lake Berryessa has a storage capacity of 1.6 million acre-feet. All water deliveries to the Solano County Water Agency derived from this project are governed by federal law and a

²⁷ Project water “not delivered” is defined as: “In the event of any discontinuance or reduction of delivery of project water... the Agency may elect to receive the amount of annual entitlement which otherwise would have been delivered to it during such period under the water delivery schedule for that year at other times during the year or the succeeding year....” At Article 14(b) DWR and SCWA Agreement (2003)

²⁸ The NBA serves Solano County Water Agency, the cities of Benicia, Vacaville, Fairfield, Vallejo, and Suisun City along with Napa County and Travis Air Force Base.

Water Service Contract between the United States and Solano County Water Agency – Contract No. 14-06-200-4090R (hereinafter “Water Service Contract”). The Water Service Contract determines all aspects of obligations for receiving water supplies from the Solano Project and is incorporated into the Participating Agency Contracts (PACs) of water purveyors linked to the Solano Project through association with SCWA. At one time, the City of Benicia held a PAC for the Solano Project. The City, now, however, derives its water supplies through sub-contracts with other agencies that are more actively linked to Solano Project operations.

Two of the City’s water assets originate from the Solano Project: (1) Agreement for Water Service with the City of Vallejo; and (2) the Solano Irrigation District/City of Benicia Solano Project Water Allotment Transfer Agreement. The details underlying both of these water supply sources as well as their conveyance and delivery components affect their short-term and long-term reliability. Generally, Solano Project water is easier and less expensive to treat than SWP water, especially in winter when total organic carbon (TOC) concentrations are markedly higher in SWP water. Treating water with high TOC concentrations increases the amount of disinfected byproducts, which must be kept under the limit per the City’s drinking water permit.

3.3.1. UC DAVIS CONTRACT

The City of Benicia entered into short-term water purchase arrangements with UC Davis from 2021 – 2024. UC Davis has a PAC for Solano Project water and provided up to 2,000 acre-feet per year over the four-year span to the City. This water is not considered a long-term supply; therefore, it is not included in projected supply totals or dry-year assessments. Water use from this period is shown below in **Table 3-12**.

TABLE 3-12: UC DAVIS AGREEMENT WATER USE 2021-2025 (ACRE-FEET PER YEAR)

Year	Vallejo Contract	Used
2020	2,000	0
2021	2,000	2,000
2022	2,000	2,000
2023	2,000	1,785
2024	2,000	64
2025	2,000	0

3.3.2. AGREEMENT FOR WATER SERVICE WITH THE CITY OF VALLEJO

The City of Benicia’s Agreement for Water Service with the City of Vallejo (Vallejo Agreement) was originally executed in February 1962 and has been amended three times to extend its term and address operational considerations. The first amendment occurred in April 1962,

followed by a second amendment in April 1989 that extended the agreement through February 28, 2025. Most recently, Amendment 3 further extends the Vallejo Agreement through February 28, 2027.

The City of Vallejo holds a contractual right to receive allotments from the Solano Project as a Participating Agency of the Solano County Water Agency, with an annual allocation of 14,600 acre-feet under its Participating Agency Contract. Benicia's access to Solano Project water through Vallejo is derived from this allocation. Under the Vallejo Agreement, Benicia has access to up to 1,100 acre-feet per year of Solano Project water from Lake Berryessa.

The agreement allows Benicia to receive raw water through the Cordelia Pump Station and pipeline system or treated water through an interconnection between the two cities' treated water systems (though this interconnection has not been constructed). The agreement contains shortage provisions under which Vallejo may reduce deliveries to Benicia if there are interruptions or shortages caused by insufficiency of supply or rights of other users, though these provisions indicate that water made available to Benicia represents water surplus to Vallejo's own requirements.

As discussed in the 2020 UWMP, Benicia has historically been able to rely on the full 1,100 acre-foot allocation even during the 2014–2015 and 2020–2022 drought, two of the driest periods in California's recorded history. The Vallejo Agreement also allows for carryover of unused water allocation for use in subsequent years, subject to Solano Project operational rules and the potential loss of carryover supplies if Lake Berryessa spills.

For planning purposes in this 2025 UWMP, the City assumes that the Vallejo Agreement will continue to provide reliable access to 1,100 acre-feet annually through at least February 2027. Renewal beyond February 2027 is undetermined; therefore, future projections are provisional for the purposes of this UWMP.

Table 3-13 below shows the water deliveries under the Vallejo Agreement since 2015. Those deliveries have fluctuated based upon water supplies available to the City in each year.

As shown in **Table 3-13**, the City received more supply from Solano Project water than was normally available under the Vallejo Agreement. This excess delivery is not expected in the future. **Table 3-14** and **Table 3-15** show projected Vallejo Agreement water availability in the future in normal, single dry, and five consecutive dry year conditions through 2050. Although this supply has been available in the driest years, out of an abundance of caution the City assumes 50% reliability in all dry years through 2050.

TABLE 3-13: VALLEJO AGREEMENT WATER USE 2015-2025 (ACRE-FEET PER YEAR)

Year	Vallejo Contract	Used

Chapter 3 – Water Supply

2015	1,100	2,611
2016	1,100	3,089
2017	1,100	455
2018	1,100	711
2019	1,100	289
2020	1,100	0
2021	1,100	1,100
2022	1,100	0
2023	1,100	0
2024	1,100	0
2025	1,100	0

TABLE 3-14: VALLEJO AGREEMENT WATER AVAILABLE FROM 2026 THROUGH 2030 (ACRE-FEET PER YEAR)

Year	Amount
Normal	1,100
Single Dry	550
Dry Year 1	550
Dry Year 2	550
Dry Year 3	550
Dry Year 4	550
Dry Year 5	550

TABLE 3-15: VALLEJO AGREEMENT WATER AVAILABLE FROM 2030 THROUGH 2050 (ACRE-FEET PER YEAR)

Year Type	2030	2035	2040	2045	2050
Normal	1,100	1,100	1,100	1,100	1,100

Chapter 3 – Water Supply

Single Dry Year		550	550	550	550	550
Five Consecutive Drought Years	Year 1	550	550	550	550	550
	Year 2	550	550	550	550	550
	Year 3	550	550	550	550	550
	Year 4	550	550	550	550	550
	Year 5	550	550	550	550	550

The ability to carryover Vallejo Agreement water in Lake Berryessa is the subject of ongoing discussion between the Cities and SCWA. Although the City of Benicia has not historically relied upon carryover water from Vallejo, the terms of the contract indicate that water storage is a possibility and that carryover supplies may be available to the City during drought conditions. As such, Benicia has incorporated Vallejo Agreement carryover water supplies into its future water supply planning. For the purposes of this assessment, the City considers only 50% of the water to be available for carryover after a normal water year.

Table 3-16 and **Table 3-17** show potential Vallejo Agreement carryover water supplies from 2026 through 2030 and from 2030 through 2050, respectively.

TABLE 3-16: VALLEJO AGREEMENT CARRYOVER WATER AVAILABLE FROM 2026 THROUGH 2030 (AFY)

Year	Amount
Normal	1,100
Single Dry	550
Dry Year 1	550
Dry Year 2	0
Dry Year 3	0
Dry Year 4	0
Dry Year 5	0

TABLE 3-17: VALLEJO AGREEMENT CARRYOVER WATER AVAILABLE FROM 2030 THROUGH 2050 (AFY)

Year Type		2030	2035	2040	2045	2050
Normal		1,100	1,100	1,100	1,100	1,100
Single Dry Year		550	550	550	550	550
Five Consecutive Drought Years	Year 1	550	550	550	550	550
	Year 2	0	0	0	0	0
	Year 3	0	0	0	0	0
	Year 4	0	0	0	0	0
	Year 5	0	0	0	0	0

3.3.3. SOLANO IRRIGATION DISTRICT AGREEMENT

On 3 March 2009, the City of Benicia executed the *Solano Irrigation District / City of Benicia Solano Project Water Allotment Transfer Agreement* (hereinafter SID Agreement). While the SID Agreement lacks an automatic expiration date, it is subject to a number of conditions for its continuance that are outlined in Article 3. For purposes of this UWMP, we assume that all conditions will continue to be met so that the SID Agreement does not automatically terminate before 2045.

The Solano Irrigation District (SID) is the holder of a contractual right to receive allotments from the Solano Project as a Participating Agency of the SCWA under the terms of its Participating Agency Contract. Per SID's PAC, it has entitlements for 141,000 acre-feet per year of agricultural and domestic water from the Solano Project. Article 1 of the SID Agreement indicates that SID has an additional 10,000 acre-feet per year of Solano Project water resulting from an assignment from Maine Prairie Water District. This additional 10,000 acre-

feet per year is not available to meet delivery obligations outlined under Article 3.1 of the SID Agreement. Nevertheless, SID's Participating Agency Contract was signed in 1999 and has a term of 25 years with a right of renewal.

The SID Agreement provides the City a maximum of 2,000 acre-feet of water per year. This allocation is derived from SID's 141,000 acre-foot Solano Project allotment. SID provides Solano Project water from Lake Berryessa and the Putah South Canal to the City.

The SID Agreement specifies that the water supplied under the SID Agreement may be reduced "in the same Proportion as the reduction in acre feet to be delivered to District bears to its 141,000 acre-feet Annual Allotment..." In other words, if SID's annual allotment is reduced by 10%, then the City of Benicia's 2,000 acre-foot allocation would also be reduced by 10% or 200 acre-feet in a single year. The shortage provision, however, is subject to an unusual caveat in that the reduction or suspension in delivery must be due to "Force Majeure Conditions." In this instance, Force Majeure Conditions can result from "nature" – an ambiguous term – as well as a "governmental order." Although Force Majeure Conditions normally only include unforeseeable and catastrophic events, the inclusion of "nature" and "governmental order" seems to expand the definition to a much broader set of conditions that are quite normal – like drought or regulatory actions and orders. Nevertheless, for purposes of this UWMP we assume that the City of Benicia is subject to proportional reductions in its water supply based upon SCWA Solano Project delivery actions.

Importantly, the SID Agreement is limited in its utility. The SID Agreement water was purchased to improve drinking water quality when the water drawn from the Sacramento River watershed that is delivered through the North Bay Aqueduct is high in total organic carbon. More specifically, in the City Council Minutes accepting the SID Agreement in 2009, Mayor Patterson stated that the City should not "use the SID 2,000 AF as additive to the City's water supply." Thus, although this water source can be counted toward the total water supply available to the City, it was not intended to increase availability for future growth. Any new water use of SID Agreement water that is not supporting drought mitigation or water quality conditions should be analyzed in this context.

Table 3-18 below shows the water deliveries under the SID Agreement. Those deliveries have fluctuated based upon water supplies available to SID in each year since the SID Agreements execution in 2009.

TABLE 3-18: SID AGREEMENT WATER USE 2015-2025 (ACRE-FEET PER YEAR)

Year	SID Contract	Used
2015	2,000	0
2016	2,000	0
2017	2,000	1,064
2018	2,000	1,236
2019	2,000	1,732
2020	2,000	476
2021	2,000	12
2022	2,000	1,843
2023	2,000	369
2024	2,000	0
2025	2,000	62

For purposes of this UWMP, we assume that the maximum available contract amount of 2,000 acre-feet will not be exceeded and that water supply reliability provisions recently prepared by SCWA are used to allocate the supply in different year types. In addition, if Lake Berryessa fills and water spills, then the carryover water of each agency is reduced by a percentage amount related to the amount of total spill. **Table 3-19** and **Table 3-20** show the availability of SID Agreement Water in normal, single dry, and five consecutive dry years from 2021 through 2025 as well as from 2025 through 2045.

TABLE 3-19: SID AGREEMENT WATER AVAILABLE FROM 2026 THROUGH 2030 (ACRE-FEET PER YEAR)

Year	Amount
Normal	2,000
Single Dry	1,000
Dry Year 1	1,000
Dry Year 2	1,000
Dry Year 3	1,000
Dry Year 4	1,000
Dry Year 5	1,000

TABLE 3-20: SID AGREEMENT WATER AVAILABLE FROM 2030 THROUGH 2050 (ACRE-FEET PER YEAR)

Year Type		2030	2035	2040	2045	2050
Normal		2,000	2,000	2,000	2,000	2,000
Single Dry Year		1,000	1,000	1,000	1,000	1,000
Five Consecutive Drought Years	Year 1	1,000	1,000	1,000	1,000	1,000
	Year 2	1,000	1,000	1,000	1,000	1,000
	Year 3	1,000	1,000	1,000	1,000	1,000
	Year 4	1,000	1,000	1,000	1,000	1,000
	Year 5	1,000	1,000	1,000	1,000	1,000

Unused SID Agreement water allocations may be carried over for use in subsequent years. While the City has not historically relied on SID carryover supplies, the terms of the agreement preserve this option as a contingency under dry conditions. Accordingly, the City has retained SID Agreement carryover water as a component of its future water supply planning. **Table 3-21** and

Table 3-22 present potential SID Agreement carryover availability from 2025 through 2030 and from 2025 through 2050, respectively.

TABLE 3-21: SID AGREEMENT CARRYOVER WATER AVAILABLE FROM 2026 THROUGH 2030 (ACRE-FEET PER YEAR)

Year	Amount
Normal	1,000
Single Dry	1,000
Dry Year 1	1,000
Dry Year 2	0
Dry Year 3	0
Dry Year 4	0
Dry Year 5	0

TABLE 3-22: SID AGREEMENT CARRYOVER WATER AVAILABLE FROM 2030 THROUGH 2050 (ACRE-FEET PER YEAR)

Year Type		2030	2035	2040	2045	2050
Normal		1,000	1,000	1,000	1,000	1,000
Single Dry Year		1,000	1,000	1,000	1,000	1,000
Five Consecutive Drought Years	Year 1	1,000	1,000	1,000	1,000	1,000
	Year 2	0	0	0	0	0
	Year 3	0	0	0	0	0
	Year 4	0	0	0	0	0
	Year 5	0	0	0	0	0

The 2025 SID Agreement Carryover and use is shown in **Table 3-23**.

TABLE 3-23: SID AGREEMENT CARRYOVER (ACRE-FEET PER YEAR)

Year	SID CARRYOVER	USED
2025	0	0

3.3.4. SOLANO PROJECT DROUGHT AGREEMENT

The City may be subject to an agreement called the “Solano Project Members’ Agreement as to Drought Measures and Water Allocation” (Drought Agreement). The Drought Agreement addresses the storage and use provisions in the Solano Project under certain storage conditions in Lake Berryessa. The Drought Agreement provides the Solano Project Members with additional water supply protection in the event that there is a significant water shortage condition. Specifically, opportunities may exist to purchase Solano Irrigation District water supplies so long as the procedural requirements are followed where SID would fallow land and make water available to the Solano Project Members. Although the Drought Agreement could further insulate the City from drought conditions should it apply to their Solano Project water contracts, the Drought Agreement is considered a supply that would be accessed in only the most drastic situations and is, therefore, not included in the supply reliability assessment for this 2025 UWMP.²⁹

²⁹ Drastic conditions may occur where Sacramento River water supplies and Solano Project water supplies appear insufficient to serve the needs of the City and its service area in critically dry conditions.

3.3.5. SOLANO PROJECT WATER DELIVERIES

The City receives Solano Project water from several outstanding agreements. All Solano Project water delivered to the City comes from Lake Berryessa and is conveyed through the Putah South Canal and Terminal Reservoir. During these deliveries, the City manually operates the Cordelia Pump Station to transfer water from the Terminal Reservoir to its treatment facility via a 24-inch pipeline connected to the City's 36-inch Raw Water Transmission Line. Currently, the Cordelia Pump Station has a maximum pumping capacity of 10.5 mgd. With proposed modifications, the maximum pumping capacity may be increased to 14 mgd. This flow expansion is based on maximum Total Dynamic Head calculations for the 24-inch Cordelia Pipeline. Other than Vallejo and SID, with which the City has outstanding agreements for Solano Project water, Vallejo may also obtain Solano Project supplies from additional SCWA Member Units. The City's current contract with Vallejo is not likely to be renewed as Vallejo faces its own water management concerns. However, Vacaville, Fairfield, and UC Davis source Solano Project water and have surplus supplies which they may consider transferring to Benicia. Such transfers would utilize existing infrastructure and bolster regional water security.

3.4. SULPHUR SPRINGS WATERSHED

The original water supply for the City of Benicia was Lake Herman, fed by Sulphur Springs Creek. As early as 1880, the City constructed diversion and storage facilities on Sulphur Springs Creek to preserve locally available water supplies for the City's uses that it had been diverting for years. And although the City outgrew its local water supply, it has continually captured and used these supplies since its establishment. The City's Sulphur Springs Creek Watershed water rights consist of (1) pre-1914 appropriative right and (2) License 4900.

3.4.1. PRE-1914 APPROPRIATIVE WATER RIGHT (S028393)

The utilization of Sulphur Springs Creek Watershed began long before the City's founding. In 1849, the first diversions from the creek likely occurred to irrigate pasture or other agricultural activities in the City of Benicia area. The first formal work on diverting and managing water assets in the Sulphur Springs Creek Watershed began in 1879 and by 1884 the first dam was constructed.³⁰ The water supply has been continually used by the City and its residents since 1879, which the City recently solidified through filing a Statement of Diversion and Use with the State Water Resources Control Board. This pre-1914 appropriation provides the City up to 1,500 acre-feet of water annually. The pre-1914 appropriative water right will be evaluated in conjunction with the City's water right license 4900 described in the following section.

³⁰ Historical Analysis from JRP Historical Consulting dated September 20, 2019.

3.4.2. WATER RIGHT LICENSE 4900

Water right license 4900 (A010596) was assigned to the City of Benicia from the California Pacific Utilities Company (Company) in 1962. The Company applied for the water right on 28 January 1943, which serves as the License’s priority date. License 4900 allows the City to divert up to 1.4 cfs from January 1 to December 31 each year by direct diversion from Sulphur Springs Valley Creek for beneficial uses and to collect 1,200 acre-feet per year in storage from December 1 to May 1 each year. The resulting total face value of License 4900 is 2,213.6 acre-feet per year.³¹ The maximum withdrawal from storage under the License is 800 acre-feet per year. Lake Herman serves as the storage reservoir for water derived under License 4900 and the City’s pre-1914 appropriation. Lake Herman has a total storage capacity of approximately 1,800 acre-feet. According to the City’s Reports of Licensee filed between 2015 and 2025, the City used water derived from License 4900 and stored a portion of that water in Lake Herman. **Table 3-24** below shows the water supplied from storage from 2015 to 2025 under both its pre-1914 appropriative water right and License 4900.³²

TABLE 3-24: S028393 AND LICENSE 4900 WATER SUPPLIED 2015-2025 (ACRE-FEET PER YEAR)

Year	Amount Supplied
2015	1,152
2016	918
2017	1,670
2018	1,670
2019	1,026
2020	562
2021	162
2022	461
2023	1,191
2024	456
2025	1,991

Lake Herman also serves as an auxiliary storage reservoir for water supplies imported from the Sacramento River Watershed and Solano Project.³³ Surplus flows from these water sources are diverted by gravity to Lake Herman through a 24-inch diameter pipeline. The City

³¹ License 4900 and 2014 Report of Licensee

³² Supply numbers are approximated from most recent data and water rights reports.

³³ The legalities of diverting these foreign sources of water into Lake Herman are not discussed in this UWMP but should be addressed.

maintains the ability to pump water back and forth from Lake Herman to its water treatment plant through the Lake Herman Pump Station. Transmissions through the Lake Herman Pump Station typically occur when the availability of Sacramento River Watershed or Solano Project supplies are insufficient. The pump station has a total pumping capacity of 9.6 mgd. Raw water may also be diverted from Lake Herman to the Valero Refinery.

On February 1, 2009, the City of Benicia and Valero Energy Corporation executed the “Agreement Between the City of Benicia and Valero Refining Company – California for the Supply of Untreated Water” (Valero Agreement). The Valero Agreement requires the delivery of a minimum of 3,600 acre-feet of water per year and a maximum of 5,800 acre-feet of water per year to Valero’s refinery. This raw water demand is further discussed in Chapter 4.

Pursuant to Article 13 of the Valero Agreement, “the City agrees to operate Lake Herman and to reserve in Lake Herman a minimum pool of 230 acre-feet of water for use by the Refinery as a water supply for emergency needs.” As noted above, the Sulphur Springs Creek Watershed may produce less than 230 acre-feet of water in some years, thus requiring the City to draw upon Sacramento River watershed and Solano Project water supplies to maintain the minimum pool for Valero. The 230-acre-foot minimum pool constitutes a hardened demand that must be considered when assessing the City’s water system demands. It is important to note that, as described in Chapter 2 and Chapter 4, Valero may cease operations in 2026, however in the interest of conservative planning this supply need is still considered in this UWMP. **Table 3-25** and **Table 3-26** show the availability of the Sulphur Springs Creek water supplies under normal, single dry, and five consecutive dry year scenarios from 2026 through 2030 and from 2030 through 2050.

TABLE 3-25: S028393 AND LICENSE 4900 WATER AVAILABILITY FROM 2026 THROUGH 2030 (ACRE-FEET PER YEAR)

Year	Amount
Normal	1,800
Single Dry	900
Dry Year 1	900
Dry Year 2	450
Dry Year 3	300
Dry Year 4	150
Dry Year 5	150

TABLE 3-26: S028393 AND LICENSE 4900 WATER AVAILABILITY FROM 2030 THROUGH 2050 (ACRE-FEET PER YEAR)

Year Type		2030	2035	2040	2045	2050
Normal		1,800	1,800	1,800	1,800	1,800
Single Dry Year		900	900	900	900	900
Multi-Year Drought	Year 1	900	900	900	900	900
	Year 2	450	450	450	450	450
	Year 3	300	300	300	300	300
	Year 4	150	150	150	150	150
	Year 5	150	150	150	150	150

3.5. WATER TREATMENT PLANT

The City of Benicia owns and operates its own water treatment plant alongside its transmission, storage, and distribution systems that deliver potable water to its customers. Originally constructed in 1971 and expanded in 1989, the City's WTP utilizes a conventional water treatment system with a design capacity of 12 mgd to treat raw water sourced from the SWP, Solano Project, and the Sulphur Springs Watershed. Raw water from these three sources is conveyed to the WTP via two pump stations and approximately 18 miles of raw water transmission lines. Upon treatment, potable water is delivered by the City's distribution system which consists of three pump stations, eight pressure-reducing stations, and approximately 150 miles of distribution lines. Potable water is then stored in five treated reservoirs within the service area before final delivery to individual service connections. It is important to note that the City's WTP can selectively treat and deliver water from any of its three supply sources depending on seasonal availability, operation needs, and water quality-related issues.

3.6. OTHER WATER SOURCES

The City of Benicia has considered acquiring additional water assets to buttress its existing water asset portfolio. The City continues to explore other transfer opportunities within its service area and is working with neighboring public agencies to identify and potentially use additional water supplies to address internal and regional water management objectives.

3.6.1. CITY OF VALLEJO LICENSE 7848

The City of Vallejo holds SWRCB issued appropriative water right License 7848. License 7848 (often referred to as "Permit Water") allows the City of Vallejo to divert up to 31.52 cubic feet per second from January 1 through December 31 each year from the Sacramento River (at Barker or Lindsey Slough). License 7848 has a priority date of 2 February 1948. The City of

Benicia falls within the authorized place of use of Vallejo's Permit Water and has received water supplies under License 7848 in the past.

The City does not anticipate relying upon Permit Water from the City of Vallejo to meet its long-term water supply reliability objectives. Although the City may occasionally use this water supply, it does not have a contract with the City of Vallejo that facilitates long-term planning related to this water asset. Accordingly, the City does not include Vallejo's License 7848 in its water asset portfolio. Benicia has not utilized Vallejo's License 7848 water as a supply source since 2015.

3.6.2. TRANSFER OR EXCHANGE OPPORTUNITIES

The availability of conveyance facilities from the Sacramento River Watershed via the North Bay Aqueduct and from the Solano Project through Lake Berryessa and the Putah South Canal allow for a variety of short-term or long-term water transfer or exchange opportunities. Potential transfers or exchanges may occur with other SCWA member units, other NBA users like Napa County, other SWP Contractors in California, water right holders in the Sacramento River Watershed, or Solano Project members. These shared opportunities highlight the value of statewide and regional water management planning efforts.

STORAGE AGREEMENT FOR SOLANO PROJECT WATER

The City maintains a storage agreement with SCWA that provides itself with an option to store up to 9,000 acre-feet of Solano Project water in Lake Berryessa for use as an emergency supply. To exercise this agreement, Benicia must exchange a portion of its SWP water (Table A water) for Solano Project water or purchase it from other members that have the capability to use either source. The other entity uses the NBA water and foregoes the use of the Solano Project water. The City has not exercised this agreement to date since it specifies that the first Project water spilled (released over the dam), if Lake Berryessa is full, is Benicia's water whether the City needs it at the time or not. The City will be addressing opportunities under this agreement in the upcoming years.

CONJUNCTIVE USE MANAGEMENT ACTIONS

Several of the SCWA's Solano Project and North Bay Aqueduct members have access to groundwater resources in Solana and Napa Counties. The City of Benicia could pay these agencies to access their groundwater resources in times of water shortage in exchange for delivery of allocated surface water assets delivered through the NBA or Solano Project. In return, the City of Benicia could offset groundwater uses in times when it has surplus water deliveries from the Sacramento River Watershed or Solano Project by delivering those surplus supplies to areas that would normally access groundwater. In short, the net water withdrawals from the groundwater basin would be equalized through the sharing of both types of water assets in times of shortage and surplus.

GENERAL TRANSFERS/EXCHANGES

Water transfers and exchanges in California are voluntary, temporary, or long-term, and market-based transactions where willing water right holders sell or lease water to willing buyers often mitigate shortages during dry years. Generally, water transfers can be structured as either short-term (one year or less) or long-term (more than one year). A variety of transfer/exchange opportunities are available to Benicia.

- *Long-term Transfers* make water available through multi-year contracts that convey a specific amount of water to the buyer each year. The specific conditions depend on the individual agencies involved and contract terms. Examples include Benicia's 2009 SID Agreement and its 1962/1989 Vallejo Agreement.
- *Spot Transfers* make water available for a limited duration (typically one year or less) through a contract executed during the year of delivery. Some examples of spot transfers are the City's 2014 Vacaville Agreement, the State Drought Water Bank in critically dry years like 1991, the State's voluntary 2001 water purchase program, and Benicia's previous short-term agreements with SID.
- *Option Transfers* are multi-year contracts that allow the buyer to obtain a specific quantity of water at some future date at its option. These usually require a minimum payment for water even if the water is not needed in a given year in order to cover the value of the option. An option or "take" price is established in years water is drawn.
- *Storage Agreements* allow an entity to lease or purchase storage in another entity's surface or groundwater storage facility. Benicia's storage agreement for Solano Project water in Lake Berryessa is a prime example.
- *Water Exchanges* are agreements that allow two agencies to exchange water from one source for water from another source, typically within the same year. Exchanges can also involve the same source where one agency exchanges its right to take water at a given time from the source with other agencies and then can take the water from the source at another time. Exchanges may also involve storage agreements.

3.6.3. GROUNDWATER

The City does not currently use groundwater as a potable water source and only has conceptual plans to conjunctively use groundwater in the future with neighboring agencies. The City may establish conjunctive use activities with neighboring water purveyors or distant water purveyors that have access to groundwater resources.

3.6.4. INDIRECT WATER REUSE AND RECYCLED WATER

The City owns and operates its own wastewater treatment system, including the sewer and disposal system. This system serves residential, commercial, and light industrial customers within its service area and is managed by the Public Works Department. The majority of the City's wastewater collection system relies on gravity to convey wastewater through approximately 153 miles of sewer line. However, due to terrain restrictions, the City relies on 23 lift stations to help move collected wastewater from topographic low points to suitable locations for continued gravity transmission. The City's wastewater treatment plant has a dry weather design capacity of 4.5 mgd and can accommodate up to 11 mgd to handle increased flows during rain events. Following treatment, wastewater is discharged into the Carquinez Strait through a long outfall pipeline and diffuser system.

While the City does not have a recycled water system, long-term planning will contemplate the addition of recycled water supplies for system resiliency.

3.6.5. DESALINATED WATER

Desalination is the process of removing salts and other impurities from seawater or non-potable surface water or groundwater to produce fresh, potable supplies. It is primarily achieved through treatment technologies such as reverse osmosis and thermal distillation. Desalination is increasingly used around the world, especially in arid regions with limited freshwater sources. Within the Bay Area, desalination plays a limited but emerging role as most water purveyors import surface water or other more economical supplies. But desalination has garnered growing interest as a drought-resilient supply option.

The main advantage of desalination is that it provides a reliable, drought-resistant water supply, which makes it an attractive option in the face of climate change and growing water demands. However, desalination also has significant obstacles. Desalination facilities are costly to construct and operate relative to the City's current supply sources and face significant environmental and permitting issues associated with the intake of marine life and the disposal of concentrated brine from the treatment process. The City currently does not have any plans for desalination. However, the City's proximity to seawater and brackish water sources may warrant further consideration as a viable future water supply if costs can be controlled.

3.7. WATER SUPPLY PORTFOLIO ASSESSMENT

This section outlines the City of Benicia's current and projected water supplies and assesses each supply's reliability under certain hydrological and regulatory conditions. The City is uniquely positioned as it possesses significant water assets that can be made available on an annual basis but also faces constraints that make its water assets less reliable on a monthly basis, especially in drought conditions. The following tables represent the overall water supply availability of the City of Benicia in light of monthly demands. In other words, the

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supply picture identified in the tables below represents a realistic water demand pattern and presents a holistic management structure for all water assets to satisfy monthly demand.

TABLE 3-27: SWP TABLE A MONTHLY SUPPLY AVAILABILITY WITH MANAGEMENT CONSTRAINTS (ACRE-FEET)

Year Type		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total
Normal		0	0	0	881	1,321	1,762	2,202	1,982	1,541	1,321	0	0	11,010
Single Dry Year		0	0	0	69	103	138	172	155	120	103	0	0	860
Multi-Year Drought	2026	0	0	0	592	888	1,184	1,480	1,332	1,036	888	0	0	7,400
	2027	0	0	0	413	619	826	1,032	929	722	619	0	0	5,160
	2028	0	0	0	138	206	275	344	310	241	206	0	0	1,720
	2029	0	0	0	69	103	138	172	155	120	103	0	0	860
	2030	0	0	0	206	310	413	516	464	361	310	0	0	2,580

TABLE 3-28: SWP TABLE A CARRYOVER FROM PREVIOUS YEAR (ACRE-FEET)

Year Type		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total
Normal		0	0	0	441	661	882	1,102	992	771	661	0	0	5,510
Single Dry Year		0	0	0	441	661	882	1,102	992	771	661	0	0	5,510
Multi-Year Drought	2026	0	0	0	34	52	69	86	77	60	52	0	0	430
	2027	0	0	0	296	444	592	740	666	518	444	0	0	3,700
	2028	0	0	0	206	310	413	516	464	361	310	0	0	2,580
	2029	0	0	0	69	103	138	172	155	120	103	0	0	860
	2030	0	0	0	34	52	69	86	77	60	52	0	0	430

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TABLE 3-29: DWR SETTLEMENT CONTRACT WATER MANAGEMENT SUMMARY (ACRE-FEET)

Year Type	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total
Normal	1,313	1,313	1,313	1,313	1,313	0	0	0	0	1,313	1,313	1,313	10,500
Single Dry Year	1,750	1,750	1,750	1,750	0	0	0	0	0	0	1,750	1,750	10,500
Multi-Year Drought	2026	1,750	1,750	1,750	0	0	0	0	0	0	1,750	1,750	10,500
	2027	2,100	2,100	2,100	0	0	0	0	0	0	2,100	2,100	10,500
	2028	2,100	2,100	2,100	0	0	0	0	0	0	2,100	2,100	10,500
	2029	2,100	2,100	2,100	0	0	0	0	0	0	2,100	2,100	10,500
	2030	1,750	1,750	1,750	1,750	0	0	0	0	0	1,750	1,750	10,500

TABLE 3-30: CITY OF VALLEJO AGREEMENT WATER MANAGEMENT SUMMARY (ACRE-FEET)

Year Type	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total
Normal	92	92	92	92	92	92	92	92	92	92	92	92	1,100
Single Dry Year	46	46	46	46	46	46	46	46	46	46	46	46	550
Multi-Year Drought	2026	0	0	0	0	92	72	0	72	92	233	0	550
	2027	0	0	0	92	92	72	0	72	46	177	0	550
	2028	0	0	0	92	92	72	0	72	46	177	0	550
	2029	0	0	0	92	92	72	0	72	46	177	0	550
	2030	0	0	0	0	92	72	0	72	46	177	0	550

TABLE 3-31: CITY OF VALLEJO AGREEMENT CARRYOVER MANAGEMENT SUMMARY (ACRE-FEET)

Year Type	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total
Normal	46	46	46	46	46	46	46	46	46	46	46	46	550
Single Dry Year	46	46	46	46	46	46	46	46	46	46	46	46	550
Multi-Year Drought	2026	0	0	0	0	46	46	46	46	46	0	0	275
	2027	0	0	0	0	0	0	0	0	0	0	0	0
	2028	0	0	0	0	0	0	0	0	0	0	0	0
	2029	0	0	0	0	0	0	0	0	0	0	0	0
	2030	0	0	0	0	0	0	112	92	71	0	0	275

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TABLE 3-32: SID CONTRACT SUPPLY MANAGEMENT SUMMARY (ACRE-FEET)

Year Type		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total
Normal		167	167	167	167	167	167	167	167	167	167	167	167	2,000
Single Dry Year		83	83	83	83	83	83	83	83	83	83	83	83	1,000
Multi-Year Drought	2026	0	0	0	0	260	260	166	83	83	157	0	0	1,000
	2027	0	0	0	83	167	167	167	167	167	83	0	0	1,000
	2028	0	0	0	83	167	167	167	167	167	83	0	0	1,000
	2029	0	0	0	83	167	167	167	167	167	83	0	0	1,000
	2030	0	0	0	0	167	167	167	167	167	167	0	0	1,000

TABLE 3-33: SID CONTRACT CARRYOVER WATER MANAGEMENT SUMMARY (ACRE-FEET)

Year Type	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total
Normal	83	83	83	83	83	83	83	83	83	83	83	83	1,000
Single Dry Year	83	83	83	83	83	83	83	83	83	83	83	83	1,000
Multi-Year Drought	2026	83	83	83	83	83	83	83	83	83	83	83	1,000
	2027	0	0	0	0	0	0	0	0	0	0	0	0
	2028	0	0	0	0	0	0	0	0	0	0	0	0
	2029	0	0	0	0	0	0	0	0	0	0	0	0
	2030	0	0	0	0	0	0	0	0	0	0	0	0

TABLE 3-34: SULPHUR SPRINGS WATERSHED SUMMARY (ACRE-FEET)

Year Type	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total
Normal	150	150	150	150	150	150	150	150	150	150	150	150	1,800
Single Dry Year	75	75	75	75	75	75	75	75	75	75	75	75	900
Multi-Year Drought	2026	75	75	75	75	75	75	75	75	75	75	75	900
	2027	75	75	75	75	75	75	0	0	0	0	0	450
	2028	50	50	50	50	50	50	0	0	0	0	0	300
	2029	25	25	25	25	25	25	0	0	0	0	0	150
	2030	0	0	0	0	25	25	0	100	0	0	0	150

TABLE 3-35: TOTAL CITY OF BENICIA SUPPLY SUMMARY (ACRE-FEET)

Year Type		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total
Normal		1,850	1,850	1,850	3,172	3,833	3,181	3,842	3,511	2,850	3,833	1,850	1,850	33,470
Single Dry Year		2,083	2,083	2,083	2,592	1,097	1,352	1,607	1,479	1,225	1,097	2,083	2,083	20,870
Multi-Year Drought	2026	1,908	1,908	1,908	2,534	1,495	1,789	1,936	1,768	1,475	1,534	1,908	1,908	22,055
	2027	2,175	2,175	2,175	958	1,397	1,732	1,939	1,834	1,453	1,323	2,100	2,100	21,360
	2028	2,150	2,150	2,150	569	825	977	1,027	1,013	815	776	2,100	2,100	16,650
	2029	2,125	2,125	2,125	337	490	539	511	549	454	466	2,100	2,100	13,920
	2030	1,750	1,750	1,750	1,991	645	746	881	973	705	705	1,750	1,750	15,485

3.8. BAY DELTA PLAN

The Bay-Delta Water Quality Control Plan Update (Plan) is a pending State Water Resources Control Board (State Board) action that could impact water supplies that connect to the Sacramento-San Joaquin Bay Delta (Delta). Although the Plan has not yet been adopted, the various proposed State Board actions could affect each urban water purveyor's water supply reliability. The Healthy Rivers and Landscapes Program is an alternative to the Plan and provides opportunities for urban purveyors to meet the Plan's aquatic species and water quality objectives through coordinated regional management activities. In addition, the Plan has numerous post-adoption water management activities, such as cold-water storage and management, that are to be determined as the Plan is implemented. These to-be-determined management actions could impact how water supplies are made available to each urban purveyor. Finally, the Plan appears to exempt some tributaries and other geographical areas from strict adherence to the Plan or HRL Program that would not affect long-term urban water planning projections.

The water supply reliability projections described in this Urban Water Management Plan update reflect characterizations of water supplies and demands as they exist based upon reasonably available information. Although the Plan, HRL Program, and post-Plan water management adjustments could change UWMP water supply reliability projections, the water supply implications are not yet suitable for analytical integration into the current water supply reliability projections for this UWMP iteration. Once the Plan or HRL Program is adopted, and post-adoption implementation actions become better known, the projections for urban water supply reliability can be reasonably calculated. It is anticipated that the 2027 through 2030 iterations of Annual Assessments will guide urban purveyors in assessing near term impacts of the Plan on water supply reliability and generate useful information that can be incorporated into the next UWMP update in 2030.

CHAPTER 4

WATER USE

Developing a thorough understanding of water use enables the City to reliably and cost-effectively manage its water supplies to continue to meet customer needs. This chapter characterizes the City’s current and forecasted retail customer water needs, examining how various factors such as seasons, land use classifications, and differing hydrologic conditions impact water use.

A thorough analysis of the City’s past and current water use enables realistic water use projections to be made for the future that consider anticipated growth, new regulations, changing climate conditions, and trends in customer water use behaviors. After individually analyzing each water use sector, information can be aggregated into a comprehensive projection of customer water use that becomes the foundation for integration with the City’s water supplies (see Chapter 3) to assess long-term water system reliability (see Chapter 5).

As discussed previously in this plan, there have been no legislative changes to the UWMPA since the adoption of the City’s 2020 UWMP; however, updates to annual water use reporting have been implemented. These include Urban Water Use Objective (UWUO) reports, and monthly drought and conservation reporting to the Safe and Affordable Funding for Equity and Resilience (SAFER) portal that are consolidated annually into an auto-generated Clearinghouse Annual Inventory Report (CAIR).

This section is organized as follows:

- **Current Customer Water Use** – This subsection presents data reflecting the City’s residential and non-residential customers for 2021 through 2024 as well as the actual 2025 water use. It also presents the City’s distribution system losses for this same period.
- **Compliance with Urban Water Use Objectives and past urban water use efficiency efforts** – This subsection documents the derivation of the City’s UWUO, comparison to the City’s actual water use, UWUO reporting process, and past urban water use efficiency efforts, including the City’s 2020 GPCD target.
- **Demand Management Measures** – This subsection provides a narrative description of each water demand management measure implemented by the City over the past five years and describes the City’s planned measures for the foreseeable future.

- **Forecasting Customer Use** – This subsection presents the derivation and results of future water use forecasts for potable and non-potable water within the City’s service area, including land-use classifications, unit demand factors, and estimation of distribution system losses. This subsection also estimates the variations in customer water use the City should expect during years with low rainfall as well as discusses longer-term climate change considerations.
- **Forecasting Water Use for DRA and Annual Assessment** – This subsection focuses on the subset of the customer water use forecast that is necessary for completing the City’s five-year Drought Risk Assessment (DRA) and the annual supply and demand assessments, which includes the current year unconstrained demand.
- **Projecting Disadvantaged Community Water Use** – This subsection presents the estimated water use necessary to meet lower income households, pursuant to California Water Code 10631.1.

4.1. CURRENT CUSTOMER WATER USE

As described in Chapter 2, the City serves potable water to approximately 9,648 customer connections. Under normal circumstances, customers are served potable water derived from multiple sources (see Chapter 3) and treated at the Benicia Water Treatment Plant. Information about the City’s current customers, their recent and expected water use trends, and the City’s on-going demand management efforts targeting these customers provide a foundational basis for this UWMP’s water use forecast to 2050.

Furthermore, annual records of actual water use is the basis for determining the City’s compliance with its urban water use objective, reported annually to the Department of Water Resources beginning in January of 2024. This subsection presents relevant water use information.

4.1.1. CUSTOMER WATER USE: 2021 TO 2024

Recent customer water use data can help the City understand water use trends, effects of temporary use restrictions imposed during the most recent prolonged drought and recovery from such temporary restrictions, effects of long-term demand management measures, and other pertinent water use factors relevant to its forecast of future water use. Additionally, the City is required to quantify past customer water use pursuant to Water Code Section 10631(d)(1).

Table 4-1 presents the City’s past customer potable water use by customer classification for 2021 through 2024 in acre-feet. The City records potable water use within five primary categories:

- Single-family residential
- Multi-family residential
- Commercial and Institutional
- Industrial
- Landscape Irrigation

The City also records a small quantity of water under “other” which captures a range of small, non-standard uses such as hydrant flushing and street sweeping. Additionally, the City supplies non-potable supplies to the Valero refinery, where the refinery provides its own necessary treatment for industrial purposes. **Table 4-2** provides the historic monthly deliveries of non-potable water.

TABLE 4-1: POTABLE CUSTOMER USE: 2021-2024 (ACRE-FEET)

	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Single-Family Residential	2021	133	122	118	171	191	210	223	247	212	184	145	103	2,058
	2022	102	119	136	151	163	199	188	214	191	186	145	115	1908
	2023	104	99	95	102	133	171	198	214	181	197	149	121	1765
	2024	101	94	94	116	142	183	208	214	205	203	149	120	1828
Multi-Family Residential	2021	47	14	40	13	56	12	69	15	71	13	55	11	416
	2022	39	12	50	12	59	12	67	13	64	12	49	11	400
	2023	42	10	38	10	45	11	57	12	60	12	50	11	358
	2024	38	11	40	11	48	11	66	12	74	11	53	10	385
Commercial Institutional	2021	19	28	21	33	27	31	30	43	29	36	24	28	348
	2022	20	32	23	34	26	33	26	37	27	36	21	25	339
	2023	20	29	19	30	23	38	26	36	26	41	31	29	349
	2024	17	29	21	32	24	32	28	38	26	35	25	32	338
Industrial	2021	0	16	0	16	0	15	0	24	0	18	0	14	103
	2022	0	18	0	18	0	20	0	20	0	18	0	15	108
	2023	0	16	0	16	0	22	0	27	0	31	0	30	141
	2024	0	29	0	32	0	23	0	19	0	28	0	27	157
Landscape Irrigation	2021	11	16	11	46	52	96	79	116	62	77	18	12	598
	2022	3	17	22	51	41	86	65	92	50	74	25	23	548
	2023	4	14	3	11	11	65	50	84	60	73	25	15	413
	2024	6	6	5	12	23	71	53	95	51	74	28	16	439
Other	2021	0	2	0	2	0	2	0	2	0	1	0	1	9
	2022	0	0	0	4	0	1	0	1	0	1	0	1	9
	2023	0	1	0	2	0	3	0	2	0	2	0	2	12
	2024	0	1	0	2	0	1	53	1	0	1	0	1	60
Total Metered Deliveries	2021	210	197	190	281	326	366	401	446	374	328	243	168	3,531
	2022	164	197	231	271	289	351	346	375	331	327	240	191	3,312
	2023	171	169	155	169	212	309	331	375	327	356	255	207	3,037
	2024	163	170	159	204	236	321	407	378	356	352	255	207	3,207

This historical data also provides insight into the relative ratio of differing customer classifications as well as seasonal variations. For instance, commercial demands remain fairly constant month to month and generally year to year. In contrast, landscape irrigation is significantly higher in the summer months compared to the winter, when rainfall is generally sufficient to meet the water needs of large landscapes (e.g., parks and play fields). The

monthly variance seen in the multi-family class results from bi-monthly meter readings. The same is true of the Industrial class with bi-monthly readings.

TABLE 4-2: VALERO NON-POTABLE USE: 2021 TO 2024 (ACRE-FEET)³⁴

	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Valero Raw Water Use	2021	443	375	428	433	456	460	472	480	462	359	319	384	5,071
	2022	407	372	417	390	438	453	477	501	446	422	473	368	5164
	2023	342	313	317	356	379	361	383	387	346	348	300	309	4142
	2024	323	302	291	306	346	346	349	320	264	547	546	589	4528
	2025	473	522	522	550	612	533	580	621	609	549	481	349	6400

Valero is the City’s most significant water user, as shown in **Table 4-2**. It accounts for over half of the City’s raw water demand. In September 2024 a faulty meter for the Valero connection was discovered and replaced. The readings prior to the replacement are thought to have been artificially low and the spike in use is reflected in the October 2024 and subsequent meter readings.

The single-family residential classification continues to illustrate two important characteristics of the City’s water service: (1) it represents about 60% of the City’s annual potable water demand, and (2) it has summer demands that are two times the monthly volume needed in winter months. Combined with the multi-family residential use, overall residential use represents over 70% of the City’s potable water service. When compared to previous projections, these water use characteristics have remained relatively consistent throughout the last 10 years.

However, when viewed in relation to the non-potable deliveries to Valero through 2025, the entire potable customer use represents less than 50% of the annual demand on the City’s water supplies. Additionally, during winter months, the non-potable water need is twice the potable need, while during summer the needs are nearly equivalent.

The potable use seasonal variations along with non-potable as the highest water using classification provide the City with additional insight necessary for assessing the seasonal reliability of its water supplies. Recognizing that not all historical projections will remain consistent, this enables the City to develop successful water management approaches and water shortage contingency response actions with as customer classes and economic trends change.

³⁴ Valero monthly delivery data was provided through 2025 in this table. Potable use in 2025 is presented in a separate table as it is used to determine compliance with the City’s 2020 GPCD target and urban water use objective

4.1.2. CUSTOMER USE IN 2025

Customers served by the City are metered at their connection to the City’s potable water distribution system. As of January 1, 2024, for each customer account, the City is required to collect and submit metered delivery values to the State Water Board on a monthly basis, summarized annually in an auto-generated CAIR Report. This data was formerly submitted as part of the City’s annual reporting to the SWRCB Division of Drinking Water and to DWR; although those reports are still required, requirements have been modified to avoid duplicative reporting.³⁵ The 2025 actual customer use presented in **Table 4-3** represents the summarized delivery to all the City’s potable customers. It does not, however, include the distribution system losses inherent in a pressurized water delivery system that occur during the City’s efforts to treat, store, and route the water throughout the extensive distribution system to each customer’s connection.

Compared to the single-family residential water use values in **Table 4-1**, the 2025 annual customer use is about 10% higher than that of 2024, reversing the overall decreasing trend in single family residential customer use since 2021.

TABLE 4-3: POTABLE CUSTOMER WATER USE: 2025 ACTUAL USE (ACRE-FEET)

Use Category	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Single-Family Residential	111	103	104	127	155	206	191	206	193	161	119	110	1,786
Multi-family Residential	37	11	38	10	53	11	63	11	63	11	40	12	360
Commercial/Institutional	20	26	21	27	24	36	27	39	27	33	21	29	331
Industrial	0	24	0	16	0	18	0	16	0	14	0	16	103
Landscape Irrigation	6	6	6	20	35	70	54	80	52	54	16	12	411
Other	0	1	0	1	0	1	0	1	0	1	0	1	6
Total	175	171	168	202	267	342	336	354	335	273	197	179	2,997

4.1.3. EXISTING DISTRIBUTION SYSTEM LOSSES

Distribution system water losses (also known as “real losses”) are the physical water losses from the City’s water distribution system up to the point of delivery to the customer’s system (e.g., up to the residential water meter).

Since 2016, the City has been required to quantify its distribution system losses using the American Water Works Association (AWWA) Method.³⁶ An electronic copy of the audit in Excel

³⁵ The annual SWRCB report is referred to as the ‘electronic Annual Report’ or eAR, and the annual DWR report is known as the Public Water System Statistics report.

³⁶ Title 23 California Code of Regulations Section 638.1 et seq.

format is to be submitted to the DWR by October 1 of each year for the prior year’s estimated system losses, using DWR’s online submittal tool pursuant to Code of Regulations Section 638.5. Although the AWWA-based audit remains in effect as the primary tool for monitoring distribution system losses, mandated water loss reductions are on the horizon pursuant to the SWRCB’s April 1, 2023 adoption of volumetric water loss performance standards. In accordance with Section 966, the SWRCB will require suppliers to reduce real loss by January 1, 2028 to no greater than the real water loss standard calculated in its 2027 audit.³⁷ After 2028, the City shall assess compliance every three years as an average of recent real losses. Additionally, the City will be required to evaluate apparent losses and submit an inventory of apparent losses should average losses exceed the real water loss standard.

As discussed below in Section 4.2.2, a new water use efficiency framework established as part of Senate Bill 606 and Assembly Bill 1668 directly integrates “aggregate estimated efficient water losses” as a component. Importantly, because water loss is subject to enforcement under Section 10608.34, SWRCB will not issue enforcement orders under the Urban Water Use Objectives solely exceeded due to water loss.

Pursuant to DWR’s 2025 recommendations, these distribution system losses are losses reported as part of DWR’s Water Loss Audit Program.³⁸ Due to the time lag associated with AWWA reporting, the 2025 estimate has not been officially submitted to DWR as of the drafting of this UWMP, thus, the City’s submittals for the last four years are shown in **Table 4-4**.

TABLE 4-4: DISTRIBUTION SYSTEM LOSS: 2021 THROUGH 2025

2021	2022	2023	2024
6.4%	12.1%	16.8%	10.2%
Average:			11.4%

As can be anticipated given the dynamic functions of a pressurized potable water distribution system, the estimated annual distribution system loss as a percentage of water entering the system will vary year-to-year and month to month. On average, however, the City’s reported distribution system loss represents about 11.4% of the water entering the City’s distribution system. This average is used for purposes of forecasting water use to 2045 and is a conservative number for purposes of demand forecasting.

It should be noted that as part of a system-wide meter testing program in line with AWWA Water Audit Best Practices, the City identified a potential issue with an error adjustment historically used on the City’s Water Treatment Plant delivery meter. The City is confirming

³⁷ Cal. Code Regs. Tit. 23, § 966 - Urban Water Use Objectives

³⁸ See the City of Sacramento Department of Utilities AWWA Worksheet, submitted annually to DWR’s WUEdata - Water Audit Report Data ([WUEdata - Water Audit Plans](#)).

how the error adjustment may have negatively affected the recent years of AWWA Water Audit Scores. The City plans to address the error adjustment which it anticipates would correct the loss trend summarized in Table 4-4. Testing and results will be addressed in the 2025 AWWA Water Audit and re-filing of recent Water Loss Audits may be recommended. The City anticipates this process will be completed in late 2026 after the adoption and publishing of this UWMP.

4.1.4. WATER LOSS CONTROL STANDARD

The CWC §10608.34 required the State Water Resources Control Board (SWRCB) to develop water loss control and performance standards (Real Water Loss Standards) applicable to urban retail water suppliers. The Real Water Loss Standard for the City was developed using information submitted as part the City's annual water loss reporting to the State, specifically for the period 2017 through 2020. The resulting Baseline Real Loss is 28.9 gallons per (active and inactive) service connection per day. The Real Water Loss Standard is 21.0 gallons per service connection per day, resulting in a required reduction from baseline of 27%. Water loss as an average percent of total water supplied is 8.0%. Using the information from the same period, the average "apparent" water loss averaged 1.5% (of total water supplied). The total water loss estimate as a percentage of total water supplied is 9.5%, although recent AWWA audits discussed above show losses closer to 11%.

4.2. COMPLIANCE WITH WATER USE TARGETS AND OBJECTIVES

This section examines the City's derivation and compliance with state-mandated water use targets and objectives. The Water Conservation Act of 2009, also known as SB X7-7, introduced water conservation targets that served as a valuable measure of progress through 2020 and beyond.

4.2.1. COMPLIANCE WITH 2020 URBAN WATER USE TARGET

SB X7-7, also known as the Water Conservation Act of 2009, introduced sustainable water use and demand reduction legislation requiring the City to make incremental progress in reducing per-capita water use. Specifically, urban water retailers were tasked with achieving a 10% reduction in per capita water use by December 31, 2015, and a 20% reduction by December 31, 2020. Beyond 2020, although reporting on compliance is no longer required, this target remains valuable as a baseline for the City to measure progress on achieving water efficiency goals.

The City's 2020 GPCD target was established in the 2015 UWMP as 180 GPCD, derived as the "gross water use" divided by the population during a defined baseline period, and reduced pursuant to one of four methods defined under California Water Code Section 10608.20(b). The City's calculation of their 2020 actual GPCD used the same methodology:

“Gross water” was defined as the total “Potable Water” leaving the City’s water treatment plant, representing both the customer deliveries and the distribution system losses. This value, divided by the City’s estimated population in 2020, resulted in a compliance value of 135 GPCD. Because this value was less than the City’s established target, the City was determined to be in compliance with CWC Section 10608.24(b).

Although not required by the Act, in 2025, the City was determined to have an actual GPCD of 112, calculated using the same methodology presented above. Compared to the 2020 baseline value of 135, the City’s 2020 GPCD value was determined to be in compliance with CWC Section 10608.24(b) and is represented in reporting to the State. Moving forward, the City is required to maintain compliance with its 2020 GPCD target for urban water management planning purposes.

4.2.2. URBAN WATER USE OBJECTIVE COMPLIANCE

In 2018, the California Legislature passed Senate Bill 606 and Assembly Bill 1668, directing the SWRCB to adopt standards to encourage more efficient urban water use. This legislation, known as “Making Conservation a California Way of Life,” was adopted in 2024, establishing individualized Urban Water Use Objectives for each urban retail water supplier. In contrast to the SB X7-7 per-capita targets, this legislation functions as a water budget tailored to a supplier’s service area, considering residential indoor use, residential and commercial outdoor use based on local evapotranspiration and irrigable landscape area, water loss, and bonus incentives for potable reuse. In addition to the volumetric UWUO, the regulation establishes performance measures for commercial, industrial, and institutional sectors. The standards become progressively more stringent through 2040. Compliance with efficiency-based UWUOs aligns with both the City’s Demand Management Measures detailed in Section 4.3 and the adaptive management strategies outlined in the City’s Water Shortage Contingency Plan in Chapter 6.

In each of the first three reporting years, the City submitted required annual reports to the SWRCB demonstrating that actual water use remained below its calculated UWUO, confirming compliance in 2023, 2024, and 2025.

4.3. DEMAND MANAGEMENT MEASURES

Pursuant to California Water Code Section 10631(e), the City needs to provide a narrative discussion of the water demand management measures it has implemented, is currently implementing, and plans to implement. The historic and on-going measures can help the City understand the effectiveness of managing existing customer uses to help guide refinements, emphasis or augmentation that will help position the City to best meet its undefined, to-be-established water use objectives.

To date, the City's overall water management efforts have resulted in significant and long-term water conservation savings. During the 2013 to 2015 drought, the City's residents showed tremendous ability to temporarily reduce water usage and many of the efforts have had long-term viability, providing on-going savings well into the future. The City is also a member of the California Urban Water Conservation Council (CUWCC) successor organization, California Water Efficiency Partnership (CalWEP).

The City's demand management measures are highlighted in this subsection.

4.3.1. FOUNDATIONAL DEMAND MANAGEMENT MEASURES

This subsection describes the foundational Demand Management Measures (DMMs) that underpin the City's operations and customer deliveries. These particular DMMs represent adopted ordinances, policies, and long-standing budgeted conservation programs.

WATER WASTE PREVENTION ORDINANCES

Wasteful water is prohibited in the City's service area as recognized in Chapter 13.35 of its municipal code. These fundamental prohibitions align with state-mandated requirements. Since 2020, the most common water waste violation was a failure to repair a controllable leak; the City documented two wastewater violations, both of which were resolved when leaks were repaired.

METERING

All water service connections in the City's service area are metered. The City implemented a smart meter program to replace existing meters, including new ultrasonic water meters to provide customers with immediate access to real time water usage, including leak alerts.

CONSERVATION PRICING

The City's water rate structure is set to generate the necessary funds to efficiently operate the City's water system and maintain reliable water supplies. The City uses a single-tier pricing structure for monthly volumes, in addition to a fixed-fee portion. The fee structure, coupled with the new smart meter program will continue to help customers manage their water use in an efficient manner.

PUBLIC EDUCATION AND OUTREACH

The City regularly engages its customer base with various conservation and demand management outreach programs. Promoting water-wise activities, watering schedules, and educational programs are part of the City's outreach efforts when applicable during drought conditions, which include a conservation web page providing resources to the community for conserving water.

Additionally, the City maintains a contract with the Solano Resource Conservation District to support elementary education and outreach and actively participates in Solano County Water Agency's rebate programs to offer residential and commercial rebate programs, such as for turf replacement. In September 2022, Benicia's City Council kicked off a matching rebate program with a \$200,000 budget, matching SCWA rebates dollar for dollar until funds run out. At the beginning of 2026, approximately \$40,000 of this rebate matching budget remains.

PROGRAMS TO ASSESS AND MANAGE DISTRIBUTION SYSTEM REAL LOSS

The City's water loss assessment and management program includes annual water audits and ongoing leak detection and repair, using WaterSmart monitoring software to provide customers with real-time leak alerts. Additionally, the City provides an ongoing meter calibration and replacement program for all production and distribution meters. The City's activities include:

- Annual water audit and water balance
- Proactive, real-time leak identification and repair in the City's distribution system
- Customer leak identification and repair assistance.

WATER CONSERVATION PROGRAM COORDINATION AND STAFFING SUPPORT

Rather than fund one full time equivalent (FTE) staff to run the City's water conservation programs, the City maintains an annual budget of \$125,300 used to fund various rebate, conservation, and education programs, including WaterSmart. The City works with customers, neighboring water suppliers and Solano County Water Agency to promote conservation through public education, water audits, landscape studies to affect water conservation, and monitoring conservation efforts.

4.3.2. RECENT DMM ACTIVITIES

The City has continued to promote and implement water conservation actions, most notably during drought or emergency water shortage conditions. The City has reached remarkable on-going conservation levels through the attentive actions of its citizens. Highlights of the City's recent actions and conservation measures include:

- Launching their \$200,000 rebate matching program
- Contracting with Solano Resource Conservation District to support their elementary education program
- Providing flyers and brochures on their website
- Sending over 6,000 real-time leak notices to customers using WaterSmart software
- Offering rebate programs for turf and appliances, which resulted in:

- 30+ smart irrigation controller rebates
- 25+ high-efficiency toilet rebates
- 50+ high-efficiency washer rebates
- 25+ rain barrel / pool cover / hot water recirculating rebates

4.3.3. PLANNED DMM ACTIVITIES

In addition to ongoing water conservation commitments, the City will continue to evaluate the need for additional programs and actions necessary to achieve water use objectives in compliance with California Water Code Section 10609.20. Resources will be dedicated in the City's budget for demand management activities which will help comply with these future water use objectives. Special consideration will be taken regarding changing urban water use patterns in the service area as well as the configuration of anticipated new residential customers to ensure use remains efficient.

4.4. FORECASTING CUSTOMER WATER USE

Forecasting future water demands begins with understanding existing customer demands and trends, recognizing the additional customers expected through growth, and considering the factors that will influence the water use of both existing and new customer well into the future – especially factors that directly affect the efficiency of water use.

Pursuant to California Water Code 10610.4(c), an urban water supplier “*shall be required to develop water management plans to actively pursue the efficient use of available supplies.*” One challenge from this directive is reflecting how the pursuit of efficient use is best represented in the forecast water uses that are the cornerstone of good planning. As required by the Act, the future water uses of both existing customers and those added over the 25-year planning horizon should reflect the efficient use of water.

4.4.1. REPRESENTATIVE CURRENT WATER USE

The actual monthly potable and non-potable customer water use data for 2021 through 2025 is shown on **Table 4-1**, **Table 4-2**, and **Table 4-3**. As mandated by the state, this monthly water use information is also reported as part of the City's SAFER reporting, in their Annual Assessments, and to demonstrate compliance with UWUO. Using this information, a representative “current” water use by existing customers can be estimated. Developing this estimate requires acknowledging how and why actual use varies slightly year-to-year. This estimate is influenced by a variety of factors, from the timing of spring rain events impacting when landscape irrigation may begin to how the City's population adjusted to a new normal throughout the course of the Covid-19 pandemic. In addition to accounting for some of these variations, the City also has a desire to conservatively assure long-term water system reliability, as described in Chapter 5.

For this UWMP, the City’s actual potable water use for 2025 was used to represent current conditions, given the relative absence of extraordinary conditions. In contrast, other years within the 2020–2025 planning period were characterized by both dry and wet conditions, respectively warranting higher or lower landscape irrigation demands. Based on DWR’s SWP allocations, 2025 was considered to be a normal water year, with a 50% Table A allocation for north-of-delta SWP contractors. As a result, 2025 actual potable use was chosen to represent the City’s potable usage within the 2020–2025 planning period and serve as a baseline for future use estimates.

Representative non-potable use was set to match the maximum contract demand of 5,800 acre-feet, using an average monthly delivery pattern from the past five years. Although non-potable demand is anticipated to change in the coming years, representing the maximum contract demand accounts for a range of possibilities, as described further below.

This representative water use for current conditions provides the foundation for estimating the future needs of these existing customers. **Table 4-5** provides the representative monthly and annual current water use, not including distribution system losses.

TABLE 4-5: REPRESENTATIVE CURRENT WATER USE (ACRE-FEET)

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Potable Use	163	170	159	204	236	321	407	378	356	352	255	207	3,207
Non-Potable Use	452	346	460	421	486	501	543	539	534	543	487	488	5,800

4.4.2. FACTORS AFFECTING FUTURE CUSTOMER USE

There are multiple factors that affect the forecasted future customer use, including State and local landscape regulations, building code requirements, other water-use mandates, new housing developments, and even employment trends as business needs change. These factors are incorporated into determining appropriate per-dwelling unit or per customer connection water demand values for use in forecasting future water needs. Relevant characteristics of the factors are described here.

WATER CONSERVATION OBJECTIVES

In response to multi-year drought conditions, Governor Jerry Brown issued Executive Order B-37-16 in May 2016 entitled “Making Water Conservation a California Way of Life.” In May 2018, when Governor Brown signed SB 606 and AB 1668 into law, additional statutory requirements were imposed above and beyond the 20% by 2020 target reflected in the 2009 legislation. The City also met this mandated target. As described in section 4.2.2, in order to demonstrate compliance with its Urban Water Use Objective, efforts to increase water use efficiency and

ultimately to reduce water demands of existing and future water users are and will continue to be of high priority to the City.

REQUIREMENTS IN CALIFORNIA BUILDING CODE

Beginning in January 2010, the California Building Standards Commission adopted the statewide mandatory Green Building Standards Code (hereafter the “CAL Green Code”) requiring the installation of water-efficient indoor and outdoor infrastructure for all new projects after January 1, 2011. The CAL Green Code was incorporated as Part 11 into Title 24 of the California Code of Regulations and was updated in 2016, 2019, and 2022. Revisions to the CAL Green Code in 2019 modified sections to direct users to MWELo regulations contained in other regulatory sections.³⁹

The CAL Green Code applies to the planning, design, operation, construction, use and occupancy of every newly constructed or remodeled building or structure. All new residential and non-residential customers must meet the water use requirements of the CAL Green Code as well as the outdoor requirements described by MWELo.

The CAL Green Code’s requirements generally manifest through: (1) installation of plumbing fixtures and fittings that meet the 20% reduced flow rate specified in the CAL Green Code, or (2) by demonstrating a 20% reduction in water use from the building “water use baseline.”⁴⁰ Future customers are expected to satisfy one of these two requirements through the use of appliances and fixtures such as high-efficiency toilets, faucet aerators, on-demand water heaters, or other fixtures as well as Energy Star and California Energy Commission-approved appliances.

CALIFORNIA MODEL WATER EFFICIENT LANDSCAPE ORDINANCE AND COUNTY ORDINANCE

DWR’s Model Water Efficient Landscape Ordinance (MWELo) governs new development and retrofitted landscape water efficiency standards. All retail water suppliers or counties are required to adopt the MWELo or enact their own provisions that are equal to or more restrictive than the MWELo provisions.⁴¹ The City’s Water Efficient Landscape Ordinance

³⁹ The 2019 updated sections to direct CAL Green code users to Title 23 of the California Code of Regulations to allow Title 23 to be the sole location of MWELo requirements.

⁴⁰ See CAL Green Code. For Residential construction, Section 4.303.1 provides the residential water conservation standard and Table 4.303.2 identifies the infrastructure requirements to meet this standard. Table 4.303.1 and Worksheets WS-1 and WS-2 are to be used in calculating the baseline and the reduced water use if Option 2 is selected. For non-residential construction, Section 5.303.2.3 provides the water conservation standard as well as the baseline and reduced flow rate infrastructure standards. Note that Worksheets WS-1 and WS-2 incorporate both residential and non-residential fixtures, yet the water use is still to be analyzed by “building or structure” as specified in Chapter 1, Section 101.3.

⁴¹ City of Benicia. Model Water Efficient Landscaping Ordinance, Chapter 15.25.090. Adopted February 3, 2022. Ordinance codified to implement the California Water Conservation in Landscaping Act of 2006 and California Code of Regulations Title 23, Division 2, Chapter 2.7. Accessed at: Chapter 15.25 MANDATORY CONSTRUCTION WASTE REDUCTION, DISPOSAL, AND RECYCLING, AND WATER EFFICIENT LANDSCAPING

implements the State’s MWELo through locally codified requirements. The most recent MWELo update in January of 2025 repealed several sections and added a distinction in compliance options for new construction projects between 500 and 2,500 square feet of landscape area and those with 2,500 square feet or more of landscape area.⁴²

The MWELo provides a methodology to calculate total water use based upon a given plant factor and irrigation efficiency or sets forth the Maximum Applied Water Allowance (“MAWA”) formula to use if project landscaping details are lacking. Additionally, if using the plant factor basis, the MWELo requires the landscape design plan to delineate hydrozones (based upon plant factors) and then to assign a unique water use value for each hydrozone (low, medium, high).⁴³

PROHIBITION ON NON-FUNCTIONAL TURF

In 2023, the Legislature determined that the use of treated, potable drinking water for irrigating decorative or aesthetic landscaping that serves no recreational or public use is inefficient and inconsistent with state water conservation and climate resilience objectives.⁴⁴ Under CWC §10608.12(m), “nonfunctional turf” (NFT) is defined as “a ground cover surface of turf located in a recreational use area or community space. Turf enclosed by fencing or other barriers to permanently preclude human access for recreation or assembly is not functional turf.” This definition explicitly excludes cemeteries, parks, sports fields, and lawns that are regularly used for recreation or community gathering.⁴⁵

The prohibition on NFT applies primarily to commercial, industrial, institutional, and municipal properties, as well as common areas maintained by homeowners’ associations and common interest developments⁴⁶. Potable water may continue to be used to maintain the health of trees and other perennial, non-turf landscaping, and where irrigation is necessary to address immediate public health or safety concerns. For example, potable irrigation may be allowed where discontinuation would compromise fire prevention or fuel reduction efforts, dust control, or other measures needed to protect human health and safety.

Implementation of the NFT provisions is phased over several years and may be enforced at the local level by public water systems, cities, and/or counties.⁴⁷ Non-compliance of the NFT

⁴² CCR Tit. 23, Div. 2, Ch. 2.7, Sec. 491.2

⁴³ CCR Tit. 23, Div. 2, Ch. 2.7, Secs. 490.2

⁴⁴ In 2025 provisions of Assembly Bill 1572 were codified into the California Water Code.

⁴⁵ CWC §10608.12

⁴⁶ Per Civil Code §4100, common interest developments are defined as community apartment projects, condominium projects, planned developments, and stock cooperatives.

⁴⁷ CWC §10608.14

provisions may result in civil penalties imposed on property owners, or other locally defined enforcement actions.

Initial compliance begins in 2026, with progressively broader property categories subject to the prohibition through 2030 and beyond, including later deadlines for properties located in disadvantaged communities.⁴⁸ In 2026, public water systems are required to update local ordinances and customer policies to reflect the new restrictions.

The following timeline outlines the dates set forth by the CWC and corresponding requirements:

- By January 1, 2027: Public water systems must update local ordinances, regulations, or policies to reflect NFT requirements and must notify customers.
- Beginning January 1, 2027: State properties owned or leased by the Department of General Services will no longer be allowed to irrigate NFT with potable water. In addition, all potable irrigation of NFT will be prohibited for local governments, public agencies, public water systems⁴⁹, as well as municipal and institutional properties. Revised water systems ordinances and customer communications must be in effect statewide.
- Beginning January 1, 2028: All potable irrigation of NFT will be prohibited statewide for all other commercial and industrial properties.
- Beginning January 1, 2029: All potable irrigation of NFT will be prohibited for multifamily residential properties, excluding disadvantaged communities. This limitation also applies to common areas of homeowners' associations and similar entities.
- June 30, 2030: Commercial, industrial, and institutional property owners with more than 5,000 square feet of irrigated area must begin certifying compliance to the State Water Resources Control Board. Certification is required every three years thereafter (through 2039).
- June 30, 2031: Owners of HOA and common-interest development properties with more than 5,000 square feet of irrigated common area must begin certifying compliance. Certification is required every three years thereafter (through 2040).

⁴⁸ Per CWC 10608.12 (l), "disadvantaged community" means a community with an annual median household income that is less than 80% of the statewide annual median household income.

⁴⁹ Per CWC §10608.14(a)(5), properties owned by public agencies, local governments, and public water systems located in a disadvantaged community have an implementation date beginning January 1, 2031.

METERING, VOLUMETRIC PRICING, AND WATER BUDGETS

California Water Code section 525 requires water purveyors to install meters on all new service connections after January 1, 1992. California Water Code Section 527 requires water purveyors to charge for water based upon the actual volume of water delivered if a meter has been installed. This action alone is not expected to substantially reduce water use. However, it is anticipated that the retail billing system will encourage and help maintain reasonable use (e.g., through implementation of a tiered rate structure and/or water budgets), so that individual customer demands are reasonably not expected to increase over time.

ANTICIPATED DEVELOPMENT

Thoroughly assessing the impact of recently completed or to-be-completed developments throughout the planning horizon is an important part of estimating future customer use. The City anticipates progress on multiple residential, industrial, and commercial developments throughout the planning horizon, previously presented in **Table 2-5**.

Although the majority of these new or in-progress developments are considered minor, the City of Benicia has extensively evaluated the demands of the Rose Estates project to ensure that the City's existing water supply, infrastructure, and services are able to serve the increased demands without compromising system reliability. The increased demand associated with these developments are accounted for in the City's forecasted demand, broken down in section 4.4.2.

Considering the implications of growth on compliance with the requirements of Senate Bill 606 and Assembly Bill 1668, the City is prioritizing conservation and demand-reduction efforts, such as installing efficient water systems and low water-use landscaping. Additionally, the City's increased customer base and associated water demands shall be accounted for in the calculation of their urban water use objectives.

CLOSURE OF THE VALERO REFINERY

A fixture of Benicia's economy is the Valero Refinery, which processes petroleum products into fuels and serves as the City's largest water and utility customer. Beyond its industrial operations, Valero provides approximately 400 jobs and regularly supports local organizations through charitable contributions. The refinery serves as the City's largest water user. Pursuant to an agreement made in February of 2009, the refinery is contracted to receive up to 5,800 acre-feet of raw water per year, delivered by the City.

In April of 2025, Valero announced their intention to idle, restructure, or cease refining operations at their Benicia Refinery by the end of April of 2026. In addition to impacting the City's economy, the closure would substantially reduce raw water demand, of which Valero has historically been the primary consumer. At the time this plan was written, Valero has yet to cease operations at its Benicia Refinery. As such, and to ensure conservative reliability

projections, the City will account for continued raw water demand for Valero through the planning horizon.⁵⁰ If and when Valero operations idle, restructure, or cease, given Benicia's economic reliance on industrial businesses and the significant investment in raw water delivery infrastructure, the City anticipates pursuing opportunities to replace Valero's operations in one of two ways:

OTHER INDUSTRIAL WATER USES

While near-term industrial demand may fluctuate following the refinery's closure, the City anticipates serving non-potable industrial demands in the future to support its industrial economy and maintain a stable tax base.

RE-ZONED DEVELOPMENT

At the time this plan was written, a replacement entity who would use the existing facilities for a similar industrial use has yet to be identified. To prevent this land from becoming vacant, a potential alternative would be to re-zone the land as residential, and work with a private developer to construct additional residential and/or multi-use properties. In this case, although the City would be losing a non-potable customer, it is presumed that a reduced potable demand may replace the previous demand, potentially within the planning horizon, should a proposed development be approved.

4.4.3. CUSTOMER WATER USE FORECAST

The following subsections detail the assumptions used to forecast customer water use and gross water needs for the City's water service area, separated into the needs of (a) existing potable water use customers, (b) new potable water use customers, and (c) non-potable uses for Valero.

EXISTING CUSTOMER FUTURE USE – POTABLE

To adequately analyze the reliability of water systems and conservatively estimate future use (see Chapter 5), the City is using water use values for 2025 as a representative annual customer demand. As shown in **Table 4-5**, demand for 2025 includes a total annual customer demand of about 3,200 acre-feet, with a production need of just over 3,550 acre-feet when considering system losses.

While these existing customers may undertake a variety of conservation measures – actively through decisions to modify a behavior or a water use, or passively through the purchase of appliances and fixtures that simply use less water – they may also maintain their use as-is. Holding the current use as a constant for all existing customers into the future will provide a

⁵⁰ Valero Press Release, titled "Valero Announces Notice to the California Energy Commission Regarding its Benicia, California, Refinery" dated April 16, 2025

conservative number that can be re-evaluated prior to the 2030 UWMP and compliance with forthcoming water use objectives.⁵¹

NEW CUSTOMER FUTURE USE – POTABLE

As detailed in Chapter 2, and more specifically in Section 4.4.2, the City anticipates continued growth largely related to the anticipated Rose Estates housing development that will result in an increased demand placed upon the City's water supplies. Forecasting the needs of these future customers is dependent upon the type and number of customers and the unit water demand factors associated with each customer type.

For this UWMP, two distinct customer classifications are anticipated: residential and non-residential. Residential customers will include both single-family dwelling units built under a variety of densities and multi-family residential dwelling units. Non-residential uses are expected to include a blend of commercial, institutional, industrial, and active landscapes, such as parks, in ratios similar to the City's current residential-to-non-residential customers. Both residential and non-residential water use is anticipated as part of the Rose Estates housing development; specific demands associated with this project, such as that for retail, industrial, open space, and parks are accounted for in **Table 4-6**, displaying forecasted future water use.

Values developed for each distinct land use are based on several sources of information, details of which are provided in the following subsections.

NEW RESIDENTIAL CUSTOMER WATER USE

As previously shown on **Table 2-5**, the City anticipates new residential growth associated with the Rose Estates housing development over the UWMP planning horizon, as well as from various other developments throughout the planning horizon.

The City anticipates these new residential elements will be built in accordance with all applicable building codes including the previously discussed Cal Green Code and relevant City ordinances.

Distinct demand factors are provided for the following residential uses:

- Indoor Residential Use – this category identifies the generally anticipated water use for single-family and multi-family dwelling units.
- Outdoor Residential Use – this category addresses the landscape water demands commonly anticipated for single-family and multi-family units.

⁵¹ Per California Water Code Section 10609.20, urban water suppliers shall calculate a water use objective composed of, among other factors, aggregated efficient indoor water use based upon standards of no more than 55 gpcd.

For purposes of this UWMP, residential unit water demand factors are described as “the acre-feet of water use annually per dwelling unit”, or acre-feet/dwelling unit (“af/du”).

Residential indoor water demands are conservatively estimated using a representative gallons-per person per day value, explained below, multiplied by the assumed occupancy rates for anticipated residential densities for single-family or multi-family classifications in the City. California Water Code Section 10609.4(a) formerly established a standard per-person rate of 55 gallons per day assumed to estimate indoor residential use targets; however, on January 1, 2023, this standard was amended pursuant to legislative changes associated with Senate Bill 606 and Assembly Bill 1668 to reflect a per-person rate of 47 gallons per capita (i.e., per person) per day (“gpcd”) value. Similarly, this value was previously required to drop to 50 gpcd by 2030, which has since been amended to 42 gpcd within the same time frame.⁵² Aligning with this requirement, the indoor residential use standard of 42 gpcd will be used to calculate indoor residential use for new residential customer use. It can be assumed the City will implement demand management and other water conservation measures for its new and existing customers in order to comply with the Senate Bill 606 and Assembly Bill 1668 requirements throughout the planning horizon.

Notably, it is likely that the homes built for the proposed Rose Estates development will be more efficient than 47 gpcd, as analyses of residential water meter data indicate new suburban single-family dwelling units and older homes retrofitted with new water efficient fixtures and appliances are achieving this value.⁵³

Based on this per-capita assumption, the following indoor per-dwelling unit value is assumed for each new residential unit:

- Single-family residential indoor use: 0.14 acre-feet per year based upon an assumed occupancy of 2.68 people per unit (see Chapter 2.2.3).
- Multi-family residential indoor use: 0.11 acre-feet per year based upon an assumed occupancy of 2.08 people per unit (see Chapter 2.2.3)

Outdoor residential water use is primarily a factor of lot size and the type and extent of landscaped area, governed by MWEL. The City’s anticipated growth is anticipated to include a range of residential densities (e.g., houses per acre) that mimic the range of existing housing densities.

As described in Chapter 2, the climate that affects landscape use is unique in Benicia. The estimated outdoor demand factor for existing single-family residential customers is generally used as a planning proxy for the new planned single-family units associated with

⁵² California Water Code Section 10609.4(a)(3)

⁵³ Zanjero has evaluated meter data from several water purveyors around California which confirms that some of the newest homes under the existing efficiency requirements are already meeting this efficiency goal.

development of City infill and vacant lands within City limits. Aside from the Rose Estates, no additional single-family units were proposed within the planning horizon. For other developments anticipated to include multi-family units, monthly data presented in **Table 4-1** was used to estimate outdoor water use; assumed at 50% of the single-family outdoor rate – or 0.03 acre-feet per unit. Although not reflected in the City’s forecast, monthly data revealed an outdoor demand factor for single-family customers of 0.06 acre-feet per unit.⁵⁴

According to the Rose Estates Water Supply Assessment, outdoor demand is estimated as a function of landscaped area, calculated by subtracting the house footprint and hardscaping from the lot square footage.⁵⁵ This landscape characterization provides for a conservative outdoor demand since the landscaping goals set forth in the development plans will likely result in lower actual outdoor residential water demand.⁵⁶ Based on analysis from the WSA, an outdoor demand factor of between 0.3 acre-feet and 0.12 acre-feet per unit was estimated.⁵⁷

The resulting forecasted water use for existing and new residential customers is provided in **Table 4-6** at the end of Section 4.5.4.

NEW NON-RESIDENTIAL CUSTOMER WATER USE

The City also anticipates future non-residential development, thus, non-residential per-connection demand factors were estimated for the purposes of forecasting the water needs of these future commercial, institutional, industrial, and irrigated landscape customers.

Non-residential development can be divided based on demand factors into two categories: Commercial, institutional, and industrial (CII), and Irrigated Landscape.

- CII Connections – this customer classification includes a wide array of different uses, from neighborhood retail centers, to large retail centers, to office and government buildings, to light and even heavy industrial uses. To reflect this variety, each acre of new CII use is assumed to use one acre-foot of water per gross acre. The City’s current CII customers have average annual use per connection by classification of Commercial, City, and Industrial ranging from approximately 0.7 acre-feet to 1.75 acre-feet.⁵⁸ The water use associated with the

⁵⁴ By evaluating winter-time use, which is a reasonably proxy of indoor demand per month, and removing 12-months of that use from the total provides a reasonably estimate of the average outdoor demand factor.

⁵⁵ Rose Estates WSA

⁵⁶ Rose Estates Planning document indicating landscaping goals

⁵⁷ Zanjero, Water Supply Assessment for Rose Estates, administrative draft (prepared for the City of Benicia, April 2026).

⁵⁸ The analysis of connections, as shown in Chapter 2, and existing use, as shown in Table 4-1, provides this range of use by connection. The size associated with each connection is unknown. Generally, commercial facilities occupy less than an acre, so several connections may be present on a single acre, while industrial uses may occupy several acres.

retail and industrial land proposed as part of the Rose Estates development is estimated per-square-foot to be higher, at 2.27 af/ac and 2.67 af/ac respectively, reflecting the spectrum of possible activities.

- **Irrigated Landscape** – this classification includes passive and active parks, streetscapes, and other dedicated landscape areas. Each landscape connection is assumed to have an average annual water need of approximately 1.49 acre-feet per acre. This is based upon the City's existing use for landscape connections. The water use associated with the parks, open spaces, and detention basins proposed as part of the Rose Estates development range in water needs, estimated by use type to be between 1.0 to 3.4 acre-feet per acre.

If implemented as proposed, the anticipated developments outlined in Subsection 4.4.2 will result in additional non-residential future customer water use. Incorporating the substantial water uses for non-residential development associated with the Rose Estates and the proposed cannabis cultivation center warranted an additional analysis beyond applying existing non-residential demand factors. To sufficiently represent these unique and water-intensive developments, relevant planning information from the Rose Estates WSA was applied consistently, and for the Cannabis Cultivation Facility, representative demand factors were calculated from the water use associated with the proposed 1143 Blumenfeld Cannabis Complex Project in the proximate City of Sacramento.⁵⁹

The resulting forecasted future use of existing and new non-residential customers, incorporating the non-residential demands by type for Rose Estates, is provided in **Table 4-6**.

FUTURE NON-POTABLE USE

As detailed in Chapter 3, the City has a contract to serve raw water to Valero. As shown in **Table 4-2**, recent Valero water use has averaged around 5,200 acre-feet annually. As previously discussed, Valero announced its intention to cease refining operations at the Benicia facility by the end of April 2026. Given the City's significant raw water delivery infrastructure and economic reliance on industrial businesses, the City anticipates pursuing opportunities to serve future industrial users with non-potable water. In an effort to conservatively assess water system reliability through the planning horizon, continued non-potable demand is projected at the maximum contractual quantity of 5,800 acre-feet annually. Although raw water demands will likely fluctuate in the coming years, presuming that the maximum contractual amounts will be delivered helps evaluate potential reliability circumstances the City may realize, as detailed in Chapter 5.

⁵⁹ City of Sacramento, Community Development Department, "Power and Water Use Summary," Appendix P, 1143 Blumenfeld Cannabis Environmental Impact Report (Sacramento: City of Sacramento), accessed February 20, 2026, <https://www.cityofsacramento.gov/content/dam/portal/cdd/Planning/Environmental-Impact-Reports/1143-Blumenfeld-Cannabis/Appendix-P-Power-and-Water-Use-Summary.pdf>.

4.4.4. SUMMARY OF FORECAST WATER USE

Based upon the estimated water use of the existing and new customers, the City anticipates a minor increase in potable water use over the planning horizon while also reflecting the full contract quantity for non-potable uses.

Table 4-6 presents the resulting customer water use forecast. Although the forecast is presented on an annual basis in five-year increments through 2050, the monthly pattern is expected to mimic the current monthly pattern detailed in prior tables. This characterization is important when evaluating the City’s water service reliability as detailed in Chapter 5.

TABLE 4-6: FORECAST FUTURE WATER USE (VALUES IN ACRE-FEET PER YEAR)

Classification		2030	2035	2040	2045	2050
Existing	Single-family Residential	1,786	1,786	1,786	1,786	1,786
	Multi-family Residential	360	360	360	360	360
	Commercial	331	331	331	331	331
	Industrial	103	103	103	103	103
	Landscape and Other	416	416	416	416	416
New	Single-family Residential	0	0	113	227	343
	Multi-family Residential	0	0	37	75	113
	Commercial	0	0	6	12	18
	Industrial	0	0	10	14	20
	Landscape and Other	0	0	11	23	35
Potable Customer Water Use Subtotal		2,997	2,997	3,175	3,348	3,527
Distribution System Water Loss		342	342	362	382	402
Total Potable Water Use		3,339	3,339	3,537	3,729	3,929
Total Non-Potable Water Use		5,800	5,800	5,800	5,800	5,800
Total Production		9,139	9,139	9,337	9,529	9,729

4.4.5. DRY YEAR ADJUSTMENTS

The demand forecasts presented in the prior subsection represent expected water needs under normal hydrologic conditions. To credibly forecast potential maximum future water use, the forecasted normal-year water uses must be modified to reflect anticipated increases in demand during drier conditions.

Conservative modifications to the forecasted normal year water use to more likely reflect use conditions during drier and dry years are warranted to help adequately address water service reliability in Chapter 5. For purposes of this UWMP, the following adjustment is made:

- Single dry year: Landscape irrigation needs would increase to reflect the generalized earlier start of the landscape irrigation season due to limited rainfall in the single driest year. Since this increase only applies to the outdoor portion of a customer's forecast use, an adjustment factor of 5% is applied to the total normal-year forecasts to conservatively reflect the expected increase in demand for water for landscaping.
- Multiple dry years: During multiple dry years, demands are also expected to increase similar to the single dry year. For multiple dry year conditions, the single dry year increase of 5% is held in each of the subsequent years. This is

representative of an “unconstrained demand” as should be represented when evaluating whether Water Shortage Contingency Plan actions may be warranted.⁶⁰

These values are reflected in tables provided for the Drought Risk Assessment and Annual Reliability Assessment presented in later subsections.

4.4.6. CLIMATE CHANGE CONSIDERATIONS

Including climate change analysis into a water use analysis will assist the City in understanding the potential effects on long-term reliability, which in turn allows the City to proactively begin planning appropriate responses. For example, hotter and drier weather may lead to an increased demand in landscape irrigation, especially during spring and fall months, increasing the pressure on water supplies that may have availability restrictions during these periods.

This potential is reflected in the consideration of the single dry year increase of 5% that is used for the water service reliability analysis, as discussed previously. Whether the elevated single dry year water forecast becomes more akin to the “normal” demand will become more apparent as the City continues to assess monthly water use trends throughout its service area.⁶¹

4.5. PROJECTING DISADVANTAGED COMMUNITY WATER USE

Pursuant to CWC §10631.1, retail suppliers are required to include projected water use for lower income households. Per California Health and Safety Code §50079.5, a lower income household has an income below 80% of area median income, adjusted for family size. For purposes of this UWMP, the annual median income was derived from the 2024 U.S. Census Bureau and determined to be about \$121,204 for the City. Therefore, 80% of this is estimated to be about \$97,000 per year. According to the detailed data, approximately 40% of the households earn at or below this 80-percentile income.⁶²

For purposes of estimating the future water needs, 40% of the total single-family and multi-family connections are presumed to represent disadvantaged households. Applying this condition to the forecast water use for the entire City results in the estimate provided in **Table 4-7**.

⁶⁰ California Water Code Section 10632(a)(2) states water suppliers should use “unconstrained demand” when performing their annual water supply and demand assessment.

⁶¹ A closer assessment of the correlation of monthly water use by customer type to rainfall and temperature will help the City improve water use forecasts to assure the effects of climate change are adequately being reflected in water service reliability analyses.

⁶² <https://censusreporter.org/profiles/16000US0605290-benicia-ca/>

TABLE 4-7: ESTIMATED LOW-INCOME WATER USE FORECAST (ACRE-FEET)

	2030	2035	2040	2045	2050
Total Potable Use	3,339	3,339	3,537	3,729	3,929
Low Income Use	1,335	1,335	1,415	1,492	1,571
% of Total Potable	40%	40%	40%	40%	40%

CHAPTER 5

WATER SYSTEM RELIABILITY

This chapter provides the City of Benicia’s water system reliability findings as required under Water Code §10635 and provides reliability information that may be used in completing an annual supply and demand assessment pursuant to Water Code §10632.1.

Assessing water service reliability is the fundamental purpose in preparing this 2025 UWMP. Water service reliability reflects Benicia’s ability to meet the water needs of its customers, including end-use customers and retail urban suppliers, with water supplies under varying conditions. Benicia’s UWMP considers the reliability of meeting customer water use by analyzing plausible hydrological, regulatory, and climate variability, as well as other factors impacting Benicia’s water supply and water use. This reliability assessment looks beyond Benicia’s previous capabilities and considers what could be reasonably foreseen in the future.

This chapter synthesizes the details embedded in Chapter 3 (Water Supply) and Chapter 4 (Water Use) and provides a rational basis for future decision-making related to supply management, demand management, and project development. The Five-Year Drought Risk Assessment, Long-Term Service Reliability, and Annual Reliability Assessment overview are presented in this chapter.

In short, the findings of these risk and reliability assessments are that Benicia has reliable water supplies available for its service area through 2050.

5.1. FIVE YEAR DROUGHT RISK ASSESSMENT

The Drought Risk Assessment (DRA) requires a methodical assessment of water supplies and water uses under an assumed drought period lasting five consecutive years.

To adequately assess the monthly variability associated with the City’s surface water supplies, Benicia prepared an independent monthly assessment of the water supplies and demands for its system. This assessment also considers system constraints, such as those associated with pumping and treatment facility infrastructure constraints, which may also influence the near-term management of Benicia’s water asset portfolio. These constraints are fully examined in Chapter 3.

Benicia currently has access to six sources of supply, each with unique attributes that affect reliability under various hydrological and regulatory conditions. These supply sources have further complexity due to the carryover and storage provisions available to some of the water

assets. This diverse water supply portfolio creates a water management structure that requires careful consideration of applicable hydrological, regulatory, and institutional variability. Specifically, some water assets are particularly susceptible to drought while other water assets have varying degrees of reliability based upon regulatory constraints and historical water use. Nevertheless, Benicia has organized and coordinated its water portfolio management to ensure water supply reliability in the event of a severe drought. The City's DRA represents a consolidation of its surface water supplies into an organized management structure.

Table 5-1 below shows Benicia's DRA, integrating all of its supplies for 2026 through 2030 as described in Chapter 3 and reflecting the dry year unconstrained water uses described in Chapter 4. As the table shows, Benicia has surplus water assets available under its current water management system.

TABLE 5-1: FIVE YEAR DROUGHT RISK ASSESSMENT (ACRE-FEET)

Five Year Drought	2026	2027	2028	2029	2030
Supply	22,055	21,360	16,650	13,920	15,485
Demand	10,195	9,380	9,452	9,524	9,595
Difference	11,860	11,980	7,198	4,396	5,890

5.2. LONG TERM SERVICE RELIABILITY

The Urban Water Management Planning Act directs urban water purveyors to analyze water supply reliability in a normal, single dry, and five consecutive dry years over a 20-year planning horizon. Reflecting 2025 UWMP Guidebook recommendations, the following subsections describe the long-term water service reliability through a 25-year planning horizon.

5.2.1. LONG TERM SERVICE RELIABILITY

Benicia's long-term service reliability reflects the recommended 25-year planning horizon anticipating a normal, single dry, and five consecutive dry years from 2025 through 2050.

NORMAL AND SINGLE DRY CONDITIONS 2030–2050

Benicia's future water supplies in normal and single dry conditions reflect the same hydrological, regulatory, and institutional criteria described in previous sections. In normal years, supplies are generally constrained only by their express limiting features, such as an annual allocation or contractual limit. In dry years, additional hydrological, regulatory, and institutional issues constrain the availability of water. However, future water supplies remain relatively constant as average demands grow over time.

As previously discussed, demands during normal conditions through 2050 tend to reflect typical anticipated uses. In dry conditions, however, demands through 2050 reflect increased water usage for outdoor irrigation. Future water demands are generally predicted to increase as land uses and populations within Benicia's boundaries grow.

Table 5-2 shows the Normal and Single Dry year supplies and demands on an annual timestep from 2030 through 2050.

TABLE 5-2: NORMAL AND SINGLE DRY YEAR WATER SUPPLY AND DEMAND THROUGH 2050 (ACRE-FEET PER YEAR)

Normal Year	2030	2035	2040	2045	2050
Supply	33,470	33,470	33,470	33,470	33,470
Demand	9,139	9,139	9,337	9,529	9,729
Difference	24,331	24,331	24,133	23,941	23,741
Single Dry Year	2030	2035	2040	2045	2050
Supply	20,870	20,870	20,870	20,870	20,870
Demand	10,509	10,509	10,738	10,959	11,188
Difference	10,361	10,361	10,132	9,911	9,682

FIVE CONSECUTIVE DRY YEARS 2030–2050

The City defines drought conditions lasting five consecutive years as conditions in which Benicia faces restrictions in accessing certain water sources within its supply portfolio due to hydrological, regulatory, and institutional limitations on its water rights and water supply contracts. Although annual volumes may remain above the annual need, restrictive conditions result in altered availability of Benicia’s water assets throughout a given year and may influence the use of available supplies in the future to support future growth.

Demands for five consecutive dry years consider historical trends in water usage in drought conditions by Benicia’s customers, such as increased outdoor irrigation during dry conditions. As droughts persist, however, demands may decline as the realistic constraints on supply availability are realized at the customer level. The gradual increase in demands shown on a 5-year timestep in

Table 5-3 also accounts for reasonable water conservation measures as a result of improved efficiencies in indoor fixtures, management of outdoor landscape irrigation, and a general awareness of the value of long-term water conservation at the consumer level. In addition, the future dry conditions reflect increased land use and populations that would rely upon available supplies.

Table 5-3 below shows the annual water supply and demand conditions for Benicia’s service area in five consecutive dry years from 2030 through 2050.

TABLE 5-3: FIVE CONSECUTIVE DRY YEARS WATER SUPPLY AND DEMAND THROUGH 2050 (ACRE-Feet PER YEAR)

		2030	2035	2040	2045	2050
Year 1	Supply	22,055	22,055	22,055	22,055	22,055
	Demand	10,509	10,509	10,738	10,959	11,188
	Difference	11,546	11,546	11,317	11,096	10,867
Year 2	Supply	21,360	21,360	21,360	21,360	21,360
	Demand	9,595	9,595	9,804	10,006	10,215
	Difference	11,765	11,765	11,556	11,354	11,145
Year 3	Supply	16,650	16,650	16,650	16,650	16,650
	Demand	9,595	9,595	9,804	10,006	10,215
	Difference	7,055	7,055	6,846	6,644	6,435
Year 4	Supply	13,920	13,920	13,920	13,920	13,920
	Demand	9,595	9,595	9,804	10,006	10,215
	Difference	4,325	4,325	4,116	3,914	3,705
Year 5	Supply	15,485	15,485	15,485	15,485	15,485
	Demand	9,595	9,595	9,804	10,006	10,215
	Difference	5,890	5,890	5,681	5,479	5,270

5.3. ANNUAL RELIABILITY ASSESSMENT

Each year, the City considers current supply and demand conditions and performs an annual water supply and demand assessment (AWSDA) pursuant to California Water Code §10632.1 to evaluate real time or near-term circumstances that are different than the DRA scenario. This assessment evaluates actual current water supply and use conditions for a prescribed 12-month forecast (July through the following June). Procedures for conducting the Annual Assessment are contained in the City's Water Shortage Contingency Plan. The City has historically conducted the assessment as required by the California Water Code and will continue this planning exercise to provide a reliability assessment for then-current conditions regarding supplies and expected (unconstrained) demands.

5.4. WATER SUPPLY RELIABILITY SUMMARY

The City of Benicia has a diverse and robust water supply portfolio capable of meeting the water demands in its service area in normal, single dry, and five consecutive dry years from 2025 through 2050 with active management of its supply portfolio. Benicia's diverse water supply portfolio requires coordinated water management between the City and Solano County Water Agency to render the supply reliable in all year types through 2050.

CHAPTER 6

WATER SHORTAGE CONTINGENCY PLAN

This Water Shortage Contingency Plan (WSCP) addresses the requirements in Water Code Section 10632 of the Urban Water Management Planning Act (The Act). The WSCP is incorporated into the 2020 Urban Water Management Plan (UWMP) and is used by the City of Benicia (City or Benicia) to respond to water shortage contingencies as they may arise. The WSCP addresses possible conditions in which the water supply available to customers of the City is insufficient to meet the normally expected customer water use at a given point in time due to drought, regulatory action constraints, and natural and man-made disasters. This WSCP describes the City's strategy for allocating water during such water supply shortages, while assuring customers that at all times it will meet the minimum health and safety requirements of a drinking water purveyor.

This WSCP consists of the following required elements:

1. An analysis of water supply reliability.
2. Procedures for conducting an annual water supply and demand assessment.
3. Six standard water shortage levels corresponding to progressive ranges of up to 10, 20, 30, 40, and 50% shortages and greater than 50% shortage.
4. Shortage response actions that align with the defined shortage levels.
5. Communication protocols and procedures.
6. Customer compliance, enforcement, appeal, and exemption procedures.
7. A description of legal authorities.
8. A description of financial consequences.
9. Monitoring and reporting requirements.
10. Reevaluation and improvement procedures.
11. Special Water Feature Distinction.
12. Plan Adoption, Submittal, and Availability.

The Act contains specific requirements for each of these elements.⁶³ As required by Water Code Section 10632 this WSCP is incorporated into the UWMP, yet it is also a stand-alone plan that is adopted independently from the UWMP and may be amended or refined and readopted over coming months and years as needed (see subsection 6.13 Plan Adoption, Submittal, and Availability, below).

The City has enacted Chapter 13.35 of the Benicia Municipal Code to address water shortages.⁶⁴ These local rules were developed to help manage water shortage conditions in the event of drought, catastrophic outage, or regulatory mandate requiring statewide reduction in water use. This WSCP is fully integrated with the City's most recent Municipal Code Chapter 13.35 update.

6.1. WATER SUPPLY RELIABILITY ANALYSIS

The City of Benicia was incorporated in 1851 and shortly thereafter acquired water assets in Sulphur Springs Creek watershed. As the City grew, additional water supplies were acquired to serve Benicia's growing needs. The City's water supply is surface water derived from the Sacramento River watershed, the Solano Project, and Sulphur Springs Creek Watershed. These sources feed the City's potable water treatment plant and a raw water storage facility in Lake Herman. The City's water supply sources may be impacted by climate factors, catastrophic events, and regulatory measures – all of which are considered in the reliability assessment in Chapter 5. The City regularly evaluates its overall water supply reliability through its Urban Water Management Plan and through regional planning efforts in coordination with Solano County Water Agency and other neighboring water purveyors.

Benicia delivers quality, reliable water to approximately 10,000 active service connections within its service area boundary (See Chapter 2). As described in Chapter 5 of this UWMP, the City has a reliable water supply in normal, single dry and five consecutive dry years through 2045. Although Benicia has a secure water supply, this WSCP serves as a roadmap to help the City meet the challenges that may arise from future droughts, regulatory actions, and unforeseen man-made and natural disasters.

6.2. RECENT WSCP CONSIDERATIONS

Within the last five years, there have been several instances in which the City activated its WSCP. In June of 2022, the City imposed a Stage 2 "Water Warning" in response to drought conditions and State Water Resources Control Board regulations requiring the City to reduce water use by 20% compared to usage in 2020.⁶⁵ In contrast, non-drought related events also

⁶³ California Water Code Section 10632, available at:

(https://leginfo.ca.gov/faces/codes_displaySection.xhtml?lawCode=WAT&sectionNum=10632)

⁶⁴ Benicia Municipal Code Chapter 13.35 Emergency Water Conservation Plan.

⁶⁵ City of Benicia, "Water Conservation," *City of Benicia*, accessed January 7, 2026, <https://www.ci.benicia.ca.us/beniciasaveswater?utm>

triggered the WSCP. After the City’s main drinking water transmission line was damaged in March of 2023, and again in September 2025, the City declared a Stage 4 “Critical Water Shortage” requiring all residents, businesses, schools, and organizations to immediately reduce water use by 40% while repairs occurred.⁶⁶ Corresponding with appropriate Stage 4 measures, the public was urged to conserve water by limiting showers to five minutes, running dishwashers and washing machines only with full loads, and stopping all non-essential outdoor water use, including car washing and pool filling. The City provided ongoing updates through media, email, social media, and Alert Solano.⁶⁷

6.3. ANNUAL WATER SUPPLY AND DEMAND ASSESSMENT PROCEDURES

The WSCP describes the City’s procedural methodology for managing shortages and conducting its required Annual Water Supply and Demand Assessment (Annual Assessment). The Annual Assessment is to be submitted to California Department of Water Resources (DWR) by July 1 each year with the first Annual Assessment due July 1, 2022. The Annual Assessment examines Benicia’s anticipated water reliability for the current year and one additional dry year. The Annual Assessment will be prepared at the beginning of each calendar year to evaluate near-term water supply reliability and determine what, if any, water shortages stages may be triggered during the required period. The Annual Assessment will be used by Benicia decision-makers to prepare for and initiate implementation of any needed response actions, as well as to inform customers, the general public, interested parties, and local, regional, and state governmental entities to prepare for such required actions.

6.3.1. ANALYTICAL AND DECISION-MAKING PROCESSES

Benicia plans to conduct its Annual Assessment according to the following timeline and process:

By February 1: Initial data collection and analysis

By March 1: Preliminary Draft Annual Assessment internal review and revisions

By April 1: Draft Annual Assessment and results briefing for Benicia decision-makers

By May 1: Public Notification and Release of Draft Annual Assessment

By June 1: Approval of Annual Assessment by Benicia Decision-makers

By June 15: Submit Annual Assessment to DWR in advance of July 1 deadline

⁶⁶ City of Benicia, “Mandatory Water Conservation Following Hillside Collapse,” *City of Benicia* (March 31, 2023), accessed January 7, 2026, <https://www.beniciabusiness.com/in-the-news/2023/03/30/mandatory-water-conservation?>

⁶⁷ City of Benicia, “Press Release: Urgent Water Conservation Required for All Benicia Residents and Businesses,” *City of Benicia* (September 17, 2025), accessed January 7, 2026, <https://www.ci.benicia.ca.us/index.asp?SEC=168344BF-D432-4104-A49E-CCC4A509780B&DE=C39D4675-9BAF-4CAD-84DF-A5705D40FFD4>

The City will prepare its Annual Assessment using the following key data and analytical procedures (which may be modified as needed):

- Prepare supply estimates for each water source on a monthly basis for the analysis period.
- Update unconstrained customer demand and estimate anticipated actual water use on a monthly basis for the analysis period.
- Update infrastructure assessment, including estimated water supply production capability on a monthly basis for the analysis period.
- Identify and quantify any locally applicable factors that may influence or disrupt supplies during the analysis period.
- Refine the definition of “dry year” as relevant to dry conditions like water year 2015, 2021, and 2022.
- Identify any shortfall between projected supply and anticipated demand.
- Identify and incorporate any applicable constraints (infrastructure, regulatory, etc.).
- Develop, analyze, and propose water resource management strategies to address any shortfall between projected supply and anticipated demand with reference to the water shortage stages identified in this WSCP.
- Present the Annual Assessment (and resulting water shortage stage declaration, if applicable) to the City decision-makers.

If the results of the Annual Assessment indicate the need for any alternative water shortage response actions which may be addition to those specified in Section 6.4, below, the alternative response actions will be described and submitted in the Annual Assessment, as specified in CWC 10632.2. Since 2020, none of the City’s Annual Assessments have indicated the need for any alternative response actions.

6.3.2. SUBMITTAL PROCEDURE

The City will submit its Annual Assessment to the DWR via email by June 15 each year, but in no case later than July 1 each year. At the time of DWR submittal, Benicia will also notify Solano County Water Agency, Solano County, the public, and other stakeholders concerning the results of the Annual Assessment and where it is available for review.

6.4. SIX STANDARD WATER SHORTAGE STAGES AND TRIGGERS

New state requirements for the WSCP require water suppliers to adopt six water shortage stages, which correspond to progressively severe water shortage conditions (up to 10%, 20%, 30%, 40%, 50%, and greater than 50% shortage), as compared to the normal service reliability condition. The City has adopted the six standard water shortage stages as shown in **Table 6-1**

through **Table 6-6** that are included in section 13.35.060 of the Municipal Code. Each stage corresponds to a range of reduction in anticipated water supply availability and is aligned with shortage response actions which can reduce water demand as needed to address the water shortage. Reduction of available water supply by the indicated percentages will trigger an appropriate water shortage stage and the City will implement the response actions identified in **Table 6-1** through **Table 6-6**.

6.5. SHORTAGE RESPONSE ACTIONS

The WSCP is required to identify locally appropriate shortage response actions that align with the defined shortage stages and include demand reduction actions, supply augmentation actions, system operational changes, and mandatory prohibitions against specific water use practices that are in addition to state-mandated prohibitions and appropriate to the local conditions. For each response action the WSCP is to provide an estimate of the extent to which the gap between supplies and demand will be reduced by implementation of the action.

6.5.1. STAGES OF SHORTAGE RESPONSE ACTIONS

The City has identified shortage response actions to be implemented during each of the six sequential stages and corresponding water shortage conditions. These actions are based on specific hydrological and regulatory conditions and the fundamental need to meet water service requirements within the City's service area. Moreover, the shortage response actions provide the City with some flexibility to address dynamic water shortage conditions while protecting the City against extreme conditions where supplies are drastically reduced beyond 50%. The following is an overview of the staged response actions the City could follow during a given water shortage condition based on shortage severity, relative supply conditions for each stage, and percent shortage reduction levels. A water shortage declaration would be made by the City manager or their designee, upon the recommendation of the director.

The shortage response actions derived from Municipal Code Chapter 13.35 that may be implemented in each stage include, but are not limited to, the following:

Stage 1 (up to 10% shortage) "Water Alert" – If water supplies are threatened with constraint, the Plan calls for an introductory Stage 1 drought response, during which customers are informed of possible shortages and asked to voluntarily conserve 10%. In addition, customers are prohibited from wasting water or unreasonably using water for beneficial purposes. For example, prohibited water uses under this stage include: allowing water to run off unused into a gutter, ditch, or drain; failing to repair a controllable leak; washing sidewalks, driveways, parking areas, tennis courts, patios, or other paved areas; utilizing a hand-held hose without an automatic shut-off nozzle; and irrigating during a precipitation event. Additional recommendations for new developments during Stage 1 include prohibiting single pass-

through cooling water systems, commercial car washes and laundries without recirculating water systems, and decorative fountains without recirculating water systems.

This stage includes performing public outreach and education about the shortage and methods individuals can implement to reduce their water use. The City will inform the public and neighboring governmental bodies of the potential shortage condition and will coordinate with customers to implement the actions consistent with this Stage. However, given that these measures are considered voluntary, the City prioritizes public outreach and education during drought or emergency conditions.

Although discussed in this WSCP as a Stage, the restrictive provisions presented in Stage 1 have been effective as voluntary measures since the ordinance presenting these emergency water shortage stages was codified.

Stage 2 (11 – 20% shortage) “Water Warning” – In the event Stage 2 is implemented, the City will continue to encourage community-oriented voluntary conservation measures, enforce conservation measures, and implement mandatory water use reduction measures to decrease demand by up to 20%. Stage 2 activities include a continuation of activities described under Stage 1, as well as greater conservation and water use restrictions. The additional voluntary restriction beyond those identified in Stage 1 is to limit outdoor irrigation to occur only between the hours of 6:00 PM and 9:00 AM. However, additional recommendations include for vehicle washing to be done using a bucket or hand-held hose with an automatic shut-off nozzle, or take place at a commercial car wash. Customer baseline water use will be monitored and addressed with excess use above the shortage percentage subject to financial penalties under Ordinance 13.35.090.

The City will also continue to engage in public outreach and education as it applies to the water shortage conditions and the actions necessary to achieve up to 20% reduction in use.

Stage 3 (21 – 30% shortage) “Severe Shortage” – Stage 3 includes all response actions taken in Stages 1 and 2 and is focused on continuing to encourage customers to voluntarily reduce water use regarding turf watering, fillings pools, etc., mandatory-watering restrictions will be implemented following additional shortage actions described in Stage 2. Increased monitoring related to prescribed water conservation actions will occur under this stage. Customer baseline water use will be monitored and addressed with excess use above the shortage percentage subject to financial penalties under Ordinance 13.35.090.

The City will also continue to engage in public outreach and education as it applies to the water shortage conditions and the actions necessary to achieve up to 30% reduction in use.

Stage 4 (31 – 40% shortage) “Critical Shortage” – Stage 4 includes all response actions taken in prior stages regarding mandatory conservation and intensifies their implementation and enforcement. Stage 4 restrictions will be implemented if the Stage 3 demand reduction

and other response actions are deemed insufficient to achieve reductions due to water supply shortages. All Stage 3 response actions will be intensified, and water production will be monitored daily by Benicia for compliance with necessary reductions. Additionally, building permits shall be restricted for only priority uses. Customer baseline water use will be monitored and addressed with excess use above the shortage percentage subject to financial penalties under Ordinance 13.35.090.

The City will also continue to engage in public outreach and education as it applies to the water shortage conditions and the actions necessary to achieve up to 40% reduction in use.

Stage 5 (41 – 50% shortage) “Water Crisis” – Stage 5 includes all response actions taken in prior stages regarding mandatory conservation. The primary focus of Stage 5 is to ensure the protection of the water supply for all public health and safety purposes. This Stage will require reductions in water demand by up to 50% and will follow all voluntary and mandatory actions described in Stages 1–4. Customer baseline water use will be monitored and addressed with excess use above the shortage percentage subject to financial penalties under Ordinance 13.35.090.

The City will also continue to engage in public outreach and education as it applies to the water shortage conditions and the actions necessary to achieve up to 50% reduction in use.

Stage 6 (greater than 50% shortage) “Water Emergency” – Stage 6 includes all response actions taken in prior stages focused on reducing water demands in response to greater than 50% water shortages. This stage requires only use of water for human health and safety purposes. No additional water uses are permitted, including any outdoor irrigation for anything other than maintenance of legacy vegetation.⁶⁸ Customer baseline water use will be monitored and addressed with excess use above the shortage percentage subject to financial penalties under Ordinance 13.35.090.

The City will also continue to engage in public outreach and education as it applies to the water shortage conditions and the actions necessary to achieve greater than 50% reduction in use.

Table 6-1 through **Table 6-6** show a summary of the staged response actions.

TABLE 6-1: WSCP ACTIONS TO REDUCE CUSTOMER USE - STAGE 1

Water Alert: Savings up to 10%

⁶⁸ “Legacy vegetation” generally refers to established, mature landscapes or historic gardens that require a minimum amount of water to survive. These are prioritized over non-essential high-water use landscaping like turf grass during a water shortage.

1. Waste and Unreasonable Use of Water Prohibited and Voluntary conservation encouraged (up to 10%)
2. Situation and possible subsequent water shortage stages explained to the public and governmental bodies (up to 10%)
3. Focus on customers with high per capita water usage to achieve proportionally greater reduction than those with low use
4. Actions include, but not limited to:
 - Public information campaign consisting of distribution of literature, speaking engagements, website updates, bill inserts, and conversation messages printed in local newspapers
 - Educational programs in area schools
 - Discussion of equitable water waste response policy. (combined up to 10%)
5. Consumption Reduction Methods, including:
 - Demand reduction program
 - Plumbing and irrigation fixture replacement
 - Water conservation kits
 - Education programs
 - Voluntary rationing (combined up to 10%)

Chapter 6 – Water Shortage Contingency Plan

TABLE 6-2: WSCP ACTIONS TO REDUCE CUSTOMER USE - STAGE 2

Moderate Shortage: Savings up to 20%
1. All measures implemented in Stage 1 2. Voluntary conservation allotments/usage reductions (up to 20%) 3. Mandatory Conservation Rules and Restrictions and Prohibitions on End Uses (10–20%) 4. Usage in excess of customer baseline normal use subject to drought penalty (13.35.090) 5. All Consumption Reduction Methods from Stage I and intensified as needed; additionally: 6. Use prohibitions 7. Voluntary outdoor irrigation restrictions including limiting number of watering days per week, and time when irrigation can occur (e.g., between 6:00 pm and 9:00 am)

TABLE 6-3: WSCP ACTIONS TO REDUCE CUSTOMER USE - STAGE 3

Severe Shortage: Savings up to 30%
1. All measures implemented in Stages 1 and 2 2. Some or all of the following: • Adherence to customer baselines and actual water use reductions water allocations and mandatory conservation rules; • Water usage goals established by an authorized government agency or official; • Customer water usage in excess of baseline to be monitored and recorded • Water use prohibitions can include restrictions of days and daytime hours for watering, excessive watering resulting in gutter flooding, using a hose without a positive shutoff device, use of decorative fountains with non-recirculating pumps, etc. (up to 30%) 3. Monitor water production weekly for compliance with necessary reductions; 4. All activities are intensified and production is monitored daily for compliance with necessary reductions. (up to 30%)

Severe Shortage: Savings up to 30%

5. All Consumption Reduction Methods from Stage 2 and intensified as needed; additionally:
 - Reduce pressure in water lines; flow restriction
 - Mandatory rationing
 - Incentives to reduce water consumption; excess use penalty
 - Percentage reduction by customer type (combined up to 30%)
6. Penalties and Charges for Excessive Use, including penalties for not reducing consumption, charges for excess use under 13.35.090

Chapter 6 – Water Shortage Contingency Plan

TABLE 6-4: WSCP ACTIONS TO REDUCE CUSTOMER USE - STAGE 4

Critical Shortage: Savings up to 40%	
1.	All measures implemented in Stages 1-3
2.	All activities are intensified and production is monitored daily for compliance with necessary reductions. (up to 40%)
3.	All Consumption Reduction Methods from Stage 3 and intensified as needed; additionally: • Restrict building permits; restrict for only priority uses
4.	Penalties and Charges for Excessive Use, including penalties for not reducing consumption, charges for excess use (up to 40%) • Continue monitoring and addressing water use above baseline with penalties under 13.35.090
5.	Catastrophic Event (Supply reduction up to 40%): Implement Applicable Actions for Catastrophic Events

TABLE 6-5: WSCP ACTIONS TO REDUCE CUSTOMER USE - STAGE 5

Shortage Crisis: Savings up to 50%	
1.	All measures implemented in Stages 1-4
2.	Source of supply for the System is severely curtailed to the level that requires each customer to restrict their water use for only human health and safety purposes (up to 50%)
3.	All activities are intensified and production is monitored daily for compliance with necessary reductions (up to 50%)
4.	All Consumption Reduction Methods from previous stages and intensified as needed
5.	Possible reductions in customer baselines and actual water use reductions (up to 50%)
6.	Usage in excess of customer baseline to be charged at regular rate plus an additional drought emergency surcharge amount (up to 50%)

Chapter 6 – Water Shortage Contingency Plan

Shortage Crisis: Savings up to 50%

7. Update current water shortage condition response measures based on Council approvals and direction, state policy directives, emergency conditions, or to improve customer response
8. Catastrophic Event (Supply reduction up to 50%): Implement Applicable Actions for Catastrophic Events (such as boil water order)
9. Continue water monitoring for reduction from baseline with potential penalties under Ordinance 13.35.090

TABLE 6-6: WSCP ACTIONS TO REDUCE CUSTOMER USE - STAGE 6

Emergency Shortage: Savings greater than 50%

1. All measures implemented in Stages 1-5
2. Source of supply for the System is severely curtailed to the level that requires each customer to restrict their water use for only human health and safety purposes (>50%)
3. All activities are intensified and production is monitored continually for compliance with necessary reductions (up to >50%)
4. All Consumption Reduction Methods from previous stages and intensified as needed
5. Possible reductions in customer baselines and actual water use reductions (up to >50%)
6. Usage in excess of customer baseline to be charged at regular rate plus an additional drought emergency surcharge amount (up to >50%)
7. Update current water shortage condition response measures based on Council approvals and direction, state policy directives, emergency conditions, or to improve customer response
8. Catastrophic Event (Supply reduction greater than 50%): Implement Applicable Actions for Catastrophic Events. Continue water monitoring for reduction from baseline with potential penalties under Ordinance 13.35.090

6.5.2. DEMAND REDUCTION ACTIONS

The City has identified a range of available and feasible customer demand reduction actions that can be used adaptively and implemented with progressively greater intensity to meet the supply shortage challenges faced under each water shortage condition. These demand reduction actions are identified by the associated water shortage stage in which they may be implemented. Other response actions not specified in this Plan may also be identified by the City to implement the essential purposes of this Plan or the UWMP (see CWC 10632.2).

Table 6-1 through **Table 6-6** through summarizes Benicia Demand Reduction Actions associated with each water shortage stage and shortage level, providing an estimate of the action's effectiveness as related to that stage.

6.5.3. MANDATORY PROHIBITIONS

This section is required to identify any mandatory prohibitions against specific water use practices that are in addition to state-mandated prohibitions and appropriate to the local conditions. Benicia adopted a regulation to prohibit water waste, Chapter 13.35 of the Municipal Code. The ordinance prohibits intentional or unintentional water waste and unreasonable uses of water and encourages beneficial water use. Certain prohibited activities are also listed among the demand reduction actions in

Table 6-1.

6.5.4. EMERGENCY OPERATIONS PLAN FOR CATASTROPHIC WATER SHORTAGES

This section identifies actions to be undertaken by Benicia to prepare for, and implement during, a catastrophic interruption of water supplies. In addition to climate, other events that can cause water supply shortages are earthquakes, chemical spills, dam failures, canal breaks, waterline ruptures, and energy outages at treatment and pumping facilities, which could cause a water shortage severe enough to trigger a Stage 1-6 water supply shortage condition.

The City has an adopted an Emergency Operations Plan, which provides procedures and guidance to City personnel in responding to emergency situations including catastrophic events, both natural and manmade. The plan provides procedures for preparing, mobilizing, and employing City resources and coordinating outside resources during an emergency. The City provides periodic training, including simulated events and responses to keep City personnel fully trained on implementation of emergency procedures. Mobilization is consistent with Standardized Emergency Management and the Incident Command System.

In addition to specific actions to be undertaken during a catastrophic event, Benicia performs maintenance activities, such as annual inspections for earthquake safety, and budgets for emergency items, such as auxiliary generators, to prepare for potential events. Benicia's coordination with nearby agencies to develop an emergency intertie would enable the

City to maintain water services during catastrophic events when they would otherwise be unable to support internally.

Table 6-7 is a summary of actions cross-referenced against specific catastrophes for three of the most common possible catastrophic events: regional power outage (such as Public Safety Power Shutoff or “PSPS” events), natural disasters (such as earthquake, flood or storm damage, or fire), and malevolent acts.

TABLE 6-7: SUMMARY OF ACTIONS FOR CATASTROPHIC EVENTS

Possible Catastrophe	Summary of Potential Actions
Regional Power Outage	1. Isolate areas that will take the longest to repair and/or present a public health threat. Arrange to provide emergency water. 2. Establish water distribution points and ration water if necessary. 3. If water service is restricted, attempt to provide potable water tankers or bottled water to the area. 4. Make arrangements to conduct bacteriological tests, in order to determine possible contamination. 5. Utilize backup power supply to operate pumps in conjunction with elevated storage.
Natural Disaster	1. Assess the condition of the water supply system. 2. Complete the damage assessment checklist for reservoirs, water treatment plants, system transmission and distribution. 3. Coordinate with Governor’s Office of Emergency Services, utilities group or Fire/City to identify immediate firefighting needs. 4. Isolate areas that will take the longest to repair and/or present a public health threat. Arrange to provide emergency water. 5. Prepare report of findings, report assessed damages, advise as to materials of immediate need and identify priorities including hospitals, schools and other emergency operation centers. 6. Take actions to preserve storage.

Possible Catastrophe	Summary of Potential Actions
	- Determine any health hazard of the water supply and issue any “Boil Water Order” or “Unsafe Water Alert” notification to the customers. - Cancel the order or alert information after completing comprehensive water quality testing. - Make arrangements to conduct bacteriological tests, in order to determine possible contamination.
Malevolent acts	- Assess threat or actual intentional contamination of the water system. - Notify local law enforcement to investigate the validity of the threat. - Get notification from public health officials if potential water contamination - Determine any health hazard of the water supply and issue any “Boil Water Order” or “Unsafe Water Alert” notification to the customers, if necessary. - Assess any structural damage from an intentional act. - Isolate areas that will take the longest to repair and or present a public health threat. - Arrange to provide emergency water.

6.5.5. SEISMIC RISK ASSESSMENT AND MITIGATION PLAN

Beginning January 2020, CWC Section 10632.5 mandates urban water suppliers include in their UWMP a seismic risk assessment and mitigation plan to assess the vulnerability of each of the various facilities of a water system and mitigate those vulnerabilities. This requirement can be met by submittal of a copy of the most recent adopted local hazard mitigation plan or multi-hazard mitigation plan under the federal Disaster Mitigation Act of 2000 (Public Law

106–390) if the local hazard mitigation plan or multi-hazard mitigation plan addresses seismic risk.

Benicia intends to submit a copy of the updated Solano County Multi-Jurisdiction Hazard Mitigation Plan (2022 LMHMP), which addresses seismic risk, landslides, and Dam Failure, and Drought, among other items, in Solano County, including the City's entire service area.

The 2022 LMHMP concludes that earthquake likelihood in Solano County is a significant concern and "likely" to "highly likely".⁶⁹

6.6. COMMUNICATION PROTOCOLS

The City maintains an established and effective communications program to inform its customers, neighbors, and other stakeholders of water service issues, updates, and policies. Implementation of the WSCP will utilize the existing communication program structure to inform customers and others of the declared shortage stage and respective actions and restrictions in place.

The City Council meetings addressing the Annual Assessment and any potential water shortage declaration will be noticed using normal City Council meeting public notification procedures. The meeting will also be announced through regular press release protocols.

Once a shortage stage has been declared by the City Council, the City will notify its customers and others through a range of efforts. The stage and restrictions will be identified in a press release, customer billing statements, posted on the City's website, and published in the weekly newspaper until restrictions are removed. Specifically, the City's website will be updated to feature the shortage declaration, restrictions, and resources available to customers from the City and other entities to help meet the restrictions. Subsequent City Council meetings will include a review of the shortage condition, customer response results, and discussion and recommendations for potential modifications. The City will also coordinate with the neighboring public agencies to declare a local emergency with respect to anticipated water supplies and demands in the event conditions necessitate.

The City's communications protocols may include, but are not limited to, some or all of the following locally relevant actions. These communications protocols will be used at the discretion of City staff based on then-current and anticipated water shortage conditions:

- Publishing information on Benicia's website.
- Staffing a telephone hotline.
- Providing bill inserts and direct mailings above and beyond those legally required.
- Directly calling customers.

⁶⁹ 2022 LMHMP at 1-9.

- Developing materials for non-English speaking customers.
- Preparing social media posts to communicate Benicia actions.
- Advertising actions on other local audio and video media.
- Coordinating voluntary and mandatory water conservation activities with other local and regional governing bodies.
- Using the WaterSmart system to directly email customers.

6.7. COMPLIANCE AND ENFORCEMENT

The City's Emergency Water Conservation Plan has significant compliance and enforcement options. Section 13.35.090 allows the City to assess a drought penalty where water use exceeds a baseline established by the City. Although the baseline may be contested and exceptions for the drought penalty may occur, the City Council has the authority to use this mechanism to assure compliance with the identified drought stages.

In addition, Section 13.35.120 provides significant compliance and enforcement actions for the City of Benicia in implementing its water shortage planning. Financial penalties, flow restrictors, and disconnected water service are among the options available to the City to ensure compliance with the required water shortage actions. Appeals processes are also available for those that are subject to the enforcement provisions of the Municipal Code.

6.8. LEGAL AUTHORITIES

The City is empowered to implement and enforce its WSCP under its organizing statutes and through use of its Emergency Water Conservation Plan in the City's Municipal Code.

In addition, the City is able to exercise general powers granted to water distributors in CWC §§350–359. CWC §350 authorizes the governing body of a distributor of a public water supply to declare a water shortage emergency whenever it finds and determines that the ordinary demands and requirements of water consumers cannot be satisfied without depleting the water supply of the distributor to the extent there would be insufficient water for human consumption, sanitation, and fire protection. Upon a finding of such an emergency condition, the distributor can adopt such regulations and restrictions on the delivery and consumption of water as will conserve the water supply for the greatest public benefit, with particular regard to domestic use, sanitation, and fire protection (CWC §353). The regulations and restrictions remain in force and effect until the supply of water available for distribution within such area has been replenished or augmented, and restrictions may include the right to deny new service connections and discontinue service for willful violations (CWC §355 and §356). The City also coordinates with the Solano County Water Agency and Solano County within which it provides water supply services for the possible proclamation of a "local emergency" under California Government Code, California Emergency Services Act (Article 2, Section 8558).

6.9. FINANCIAL CONSEQUENCES OF WSCP

The Act requires an analysis of the impacts of implementation of this WSCP and likely financial consequences to the City. This section addresses aspects of revenue reduction, expense increases, and additional costs that may arise, and identifies financial response actions.

6.9.1. REVENUE AND EXPENDITURE IMPACTS

Benicia has established water rates that support its on-going operation and maintenance activities, as well as the capital projects required to provide a safe and reliable water supply to its customers. Water rates are tied to Benicia's customers' normal water consumption activities, which will be reduced through voluntary or mandatory water conservation by customers. Thus, in times of shortage, there will be revenue reductions to Benicia. In addition to the revenue reductions, Benicia will also experience an increase in expenses resulting from augmented communication actions, increased enforcement activities, and the administration of water shortage management actions identified in the WSCP.

When a drought or water shortage occurs, the City's costs increase due to the additional activities and duties of instituting a stage of action. Not only will there be costs for materials, and time from permanent staff, but additional staff may need to be hired to assist in implementing the Water Shortage Contingency Plan. Staff will regularly report the identified and anticipated revenue and expenditure impacts and recommend appropriate responses to the City Council.

6.9.2. DROUGHT RATE STRUCTURES AND SURCHARGES

As conservation measures and requirements increase and the water supply decreases, the City will potentially see a reduction in revenue. To combat this and help pay for the expenses discussed above, the City Council is authorized to adopt a "drought surcharge" per Municipal Code 13.35.100.

Drought surcharges may be adopted by resolution of the City Council at the time of imposition and will remain until drought-related costs are recovered. Drought surcharges would be discontinued when triggered water shortage conditions are deactivated and no longer in effect.

6.10. MONITORING AND REPORTING

The City will conduct regular monitoring and reporting to ensure WSCP implementation is effective and responsive to conditions as they unfold. The City will then use this information to restore and maintain the water supply and demand balance. Similar to the supply and demand projections used to establish a shortage condition, the City will monitor the same data to determine effectiveness and efficacy.

Monitoring activity is expected to include, but not be limited to:

- Gathering monthly or bi-weekly customer water use data.
- Preparing technical assessments of customer water use and identifying deficiencies.
- Analyzing trends in water supply availability, including meteorological events, regional water supply coordination actions, and statewide regulatory trends.
- Assessing water conservation activities and the effectiveness of enforcement actions as applicable to achieving conservation objectives.

City staff will report to decision makers at least quarterly on status and results. Data reporting will include preparation of written reports and presentations, as necessary, for Benicia management meetings and other public meetings summarizing key information and data, including but not limited to:

- Actual water demands compared to projected demands by customer class and in total.
- Actual supply availability and utilized compared to projected availability for each supply source.
- Projected supply availability for next 12 months for each supply source.
- Monthly reporting of water production and conservation, as required by the State Water Resources Control Board.

These and other data will be regularly evaluated by staff to assess the effectiveness of response measures and to identify the need for any changes or modifications to the declared water shortage stage or actions based on the results. With regard to monitoring and reporting, City staff may determine the need for additional monitoring and reporting measures, or the need to develop or amend ordinances, or update the WSCP as a whole. Any WSCP update or modification will be conducted through the City Council meeting process, unless specific conditions require otherwise.

6.11. RE-EVALUATION AND IMPROVEMENT PROCEDURES

Benicia will continually review and assess its procedures for implementing the WSCP. Specifically, Benicia will use the monitoring and reporting protocols identified above as a quality assurance and quality control measure to understand the effectiveness of water conservation activities. These re-evaluation and improvement procedures will include developing reports, memoranda, and presentations that assess the effectiveness of water conservation actions and the WSCP. These materials will be provided to Benicia's customers and decision-makers for consideration. Public comments on the published materials and management considerations should be incorporated into the development and

implementation of future actions. These protocols will be continually assessed and updated by Benicia management staff.

6.12. SPECIAL WATER FEATURE DISTINCTION

For purposes of water shortage contingency planning and implementation, the City defines as “special water features” those that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains. Such special water features are considered distinct from swimming pools and spas (as defined in subdivision (a) of Section 115921 of the Health and Safety Code).

Water shortage response actions will focus on health and safety issues and balancing continuation of these uses with the severity of the water shortage condition. The relative total water use from these sources is a consideration for how special water features and swimming pool uses could be curtailed during specific water shortage conditions. For instance, when swimming pool filling and refilling would exceed a customer’s use allocation under the various drought stages in the Municipal Code, then these actions are prohibited and can be subject to drought penalties and other City enforcement actions. Benicia determined that special water features are a relatively small discretionary use but may be restricted under all identified water shortage condition.

6.13. PLAN ADOPTION, SUBMITTAL, AND AVAILABILITY

The WSCP has been adopted, submitted, and is available as required by the Urban Water Management Planning Act. As a stand-alone document, the WSCP is also subject to the following separate adoption, submittal, and availability processes, and whenever it is separately amended or revised in the future. Benicia may refine or amend this WSCP as necessary and in compliance with the normal public notice and adoption. Benicia has followed all applicable laws in adopting the WSCP. The current adopted WSCP shall be available to City customers and to Solano County Water Agency and Solano County within 30 days of its adoption. A copy of the current WSCP is available for public inspection during business hours at City Hall located at 250 East L Street, Benicia. The current WSCP is posted and available for download here: <https://www.ci.benicia.ca.us/publications>

APPENDIX A

NOTIFICATIONS

[placeholder]

APPENDIX B

DELTA RELIANCE

[placeholder]

APPENDIX C

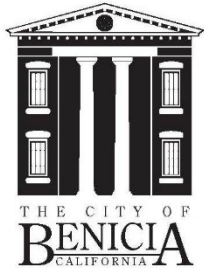
DWR TABLES/CHECKLIST

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APPENDIX D

ADOPTING RESOLUTIONS

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AGENDA ITEM
CITY COUNCIL MEETING DATE – JUNE 2, 2026
BUSINESS ITEM

TO : City Manager

FROM : Public Works Director

SUBJECT : **APPROVAL OF AGREEMENT WITH OPTERRA ENERGY SERVICES, LLC FOR SOLAR PREVENTATIVE MAINTENANCE, REPAIRS AND UPGRADES AND APPROVING BUDGET AMENDMENTS**

EXECUTIVE SUMMARY:

The City has solar arrays at 10 facilities. All solar equipment requires annual operations and maintenance service, including preventative maintenance. Additionally, one-time solar repairs and upgrades are needed on all solar sites. City staff recommends entering into an agreement with Opterra Energy Services, LLC for an initial term of two years, with the option for three additional one-year terms, for a total of up to five years, for solar preventative maintenance, repairs and upgrades. At the April 7, 2026 Council meeting, City Council directed the City Manager to renegotiate the contract terms lowering the annual escalator for labor to 3%, no markup on materials, and lower the equipment markup to 5%. Opterra submitted a letter dated April 16, 2026 substantiating their fees and requested the original proposed fee structure remain in place. Based on the support information provided by Opterra and the loss of revenue from these systems being offline, the City Manager and staff recommend moving forward and approving the original agreement with Opterra Energy Services, LLC.

RECOMMENDATION:

Move to adopt a resolution (Attachment 1) approving an agreement with Opterra Energy Services, LLC (Attachment 2) in an amount not to exceed \$1,603,200 for solar preventative maintenance, repairs and upgrades for a term of up to five years, authorizing the Finance Director to make the necessary budget amendments, and authorizing the City Manager or Finance Director to execute the agreement on behalf of the City.

BUDGET INFORMATION:

The cost of the full five-year potential term of the Agreement, including the three optional one-year terms, is \$1,603,200. A budget amendment, in the amount of \$697,500, is needed to fund the first year (Fiscal Year 2027) of the solar agreement in Account No. 6452900-7011 (Solar ISF – Professional Services) for the repair, upgrades, and maintenance costs funded by \$200,000 from Solar Fund balance (Fund 645), \$279,800 from Water Fund balance (Fund 750), and \$217,700 from a transfer from the General Fund. The transfers from the Water Fund and the General Fund represent a cost share of each fund's related equipment. An additional budget amendment is being

recommended to add \$100,000 to the utility budget (6452900-7210 Electricity) in both Fiscal Year 2026 and Fiscal Year 2027 from fund balance which was inadvertently not budgeted during budget development.

One-time repair and upgrade costs are included only in year one. Annual preventative maintenance and additional services are in all five years. Each year, \$150,000 has been allocated for unforeseen additional services. Breakout by year is shown below:

Solar Service	Year 1	Year 2	Year 3	Year 4	Year 5	Total
One-Time Repairs/Upgrades	\$480,000	\$0	\$0	\$0	\$0	\$480,000
Annual Maintenance	\$67,500	\$70,900	\$74,500	\$78,200	\$82,100	\$373,200
Additional Services	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$750,000
Total	\$697,500	\$220,900	\$224,500	\$228,200	\$232,100	\$1,603,200

If the City does not exercise the Optional Terms, total compensation under this Agreement shall not exceed \$918,400 for the initial term (year 1 and year 2).

BACKGROUND:

The City owns solar photovoltaic systems at the following ten facilities, which were installed between 2010-2012.

1. City Hall
2. Community Center
3. Community Park
4. Corporation Yard
5. Fire Station #12
6. James Lemos Swim Center
7. Water Treatment Plant
8. Water Pump Station P-1
9. Water Pump Station P-2
10. Water Pump Station P-3

Annual preventative maintenance (e.g. panel washing and electrical preventative maintenance), along with one-time repairs and upgrades are needed. The following one-time repairs/upgrades are needed in 2026.

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Solar Site	One-Time Repairs and Upgrades	Cost
1. City Hall	Upgrade meter and upgrade monitoring service	\$7,000
2. Community Center	Upgrade monitoring service	\$2,000
3. Community Park	Upgrade monitoring service	\$2,000
4. Corporation Yard	Replace inverter/AC/Aux power supply and upgrade monitoring service	\$19,000
5. Fire Station #12	Upgrade monitoring service	\$2,000
6. James Lemos Swim Center	Replace inverter and upgrade monitoring service	\$87,000
7. Water Treatment Plant	Upgrade two meters and upgrade monitoring service	\$11,000
8. Water Pump Station P-1	Upgrade two meters and upgrade monitoring service	\$11,000
9. Water Pump Station P-2	Upgrade meter, replace inverter, and upgrade monitoring service	\$82,000
10. Water Pump Station P-3	Upgrade meter, replace two inverters and appurtenances, and upgrade monitoring service	\$257,000
TOTAL		\$480,000

This procurement is being conducted through a competitively solicited cooperative purchasing agreement available through Omnia Partners for Opterra Energy Services, LLC (Contract No. R221501), in accordance with Benicia Municipal Code Section 3.10.060. The cooperative contract remains effective through June 30, 2027.

NEXT STEPS:

If approved, the agreement will be routed for signatures and work will commence.

ALTERNATIVE ACTIONS:

If Council chooses not to approve the agreement or budget amendments, the solar facilities will not be repaired/upgraded/maintained, and the City will be out of compliance with the purchasing and budget control policy.

CEQA Analysis	Staff has determined that this Project is Categorical Exempt per CEQA Section 15301 (c), which applies to repair and maintenance of existing facilities.

ATTACHMENTS:

1. Resolution – Approval of Solar Agreement
2. Proposed Agreement - Approval of Solar Agreement

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

RESOLUTION NO. 26-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING AN AGREEMENT WITH OPTERRA ENERGY SERVICES, LLC FOR SOLAR PREVENTATIVE MAINTENANCE, REPAIRS AND UPGRADES, AUTHORIZING A BUDGET AMENDMENT, AND AUTHORIZING THE CITY MANAGER OR FINANCE DIRECTOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

WHEREAS, the City owns solar photovoltaic on ten facilities; and

WHEREAS, annual operations and maintenance preventative maintenance and repairs and upgrades are needed on all ten solar sites; and

WHEREAS, Opterra Energy Services, LLC submitted a proposal to conduct this work, and the services were secured through a cooperative purchasing agreement through Omnia Partners in accordance with BMC 3.10.060 and the Omnia Partners contract (#R221501), which has been renewed through June 30, 2027; and

WHEREAS, City Staff recommends approving an agreement with Opterra Energy Services, LLC in the amount of \$1,603,200 for up to five years; and

WHEREAS, a budget amendment for Fiscal Year 2027 in the amount of \$697,500, is necessary to increase expense appropriations in Account No. 6452900-7011 for the repair, upgrades, and maintenance costs funded by \$200,000 from Solar Fund balance (Fund 645), \$279,800 from Water Fund balance (Fund 750), and \$217,700 from a transfer from the General Fund; and

WHEREAS, an additional budget amendment is being recommended to add \$100,000 in utility budget (6452900-7210 Electricity) for Fiscal Year 2026 and Fiscal Year 2027 from fund balance which was inadvertently not budgeted during budget development; and

WHEREAS, the City's purchasing policy requires Council approval when a Public Works contract for services exceeds \$200,000 (Benicia Municipal Code: 3.10.030 Procurement of Services); and

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby approve the agreement with Opterra Energy Services, LLC for Solar Preventative Maintenance, Repairs and Upgrades and authorizes the City Manager or Finance Director to execute the agreement on behalf of the City.

BE IT FURTHER RESOLVED THAT the Finance Director is authorized to make the necessary budget amendments.

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 2nd day of June 2026 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

PROFESSIONAL MAINTENANCE OR REPAIRS SERVICES AGREEMENT

(OVER \$50,000)

BETWEEN

CITY OF BENICIA AND

Opterra Energy Services, LLC

This Professional Services Agreement (the "Agreement") is dated June 2, 2026, and is by and between the City of Benicia, a political subdivision of the State of California ("City") and Opterra Energy Services, LLC, a California Limited Liability Company, licensed to do business in California, ("Consultant") relating to Solar Preventative Maintenance, Repairs and Upgrades ("Services").

Recitals

WHEREAS, City wishes to retain Consultant to provide Solar Preventative Maintenance, Repairs and Upgrades services and related services;

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

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

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

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

1. Agreement

1.1. Definitions

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

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

- B. **Consultant:** Opterra Energy Services, LLC
- C. **City:** City of Benicia
- D. **Project:** Solar Preventative Maintenance, Repairs and Upgrades, 27-009
- E. **Services:** All work, labor, materials and services required under the terms and conditions of this Agreement, provided pursuant to the terms and conditions of this Agreement, including without limitation architectural, engineering, building information modeling, coordination, and administrative services. Services that may be required, dependent on Project needs, are further described in the appendices.
- F. **Subconsultants:** Consultant's subconsultants, contractors and subcontractors, of any tier.

1.2. Term of Agreement

- A. The term of this Agreement shall commence on July 1, 2026 and shall continue for two (2) years ("Initial Term"), unless earlier terminated in accordance with this Agreement.
- B. At the City's sole discretion, the Agreement may be extended for three (3) additional one (1) year terms (each an "Optional Term") by written notice to Consultant prior to expiration of the then-current term. Exercise of each Optional Term is subject to annual budget appropriation.

1.3. Services Consultant Agrees to Perform

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

1.4. Compensation

- A. Consultant/Contractor shall be compensated for services performed under this Agreement in an amount not to exceed **\$1,603,200** over the full five-year potential term of the Agreement, including the three (3) Optional Terms, if exercised. Compensation shall be allocated as follows: Year 1: Not to exceed \$697,500 Year 2: Not to exceed \$220,900 Year 3 (Optional): Not to exceed \$224,500 Year 4 (Optional): Not to exceed \$228,200 Year 5 (Optional): Not to exceed

\$232,100 If the City does not exercise the Optional Terms, total compensation under this Agreement shall not exceed **\$918,400** for the Initial Term.

- B. Billing will occur upon completion of work. Payment is expected within 30 days. Consultant has the option to invoice for services or reimbursables no more than once a month. Payment shall be in accordance with the project-specific scope of work for work performed, not a retainer or equal monthly payments. Statement will generally describe the services performed and applicable rate or rates. Statements for reimbursement should include a reasonable itemization of requested compensation.
- C. City shall not incur any charges under this Agreement, nor shall any payments become due to Consultant for any payment period on the Project, until City receives all deliverables required under Exhibit A, for the payment period (if any) and reasonably accepts such deliverables as meeting the requirements of this Agreement. In cases where Consultant has partially completed one or more deliverables due during a payment period, and if Consultant demonstrates diligent progress thereon, then City may make a partial progress payment based upon percentage completion of the partially completed deliverables and diligent progress but taking into account any adverse impacts upon City. City shall not be liable for, and Consultant shall not be entitled to, any payment for Services performed before this Agreement's execution.
- D. City will not withhold entire payment if a questioned amount is involved, but will issue payment in the amount of the total invoice less any questioned amount(s). City will make payment for questioned amounts(s) upon City's receipt of any requested documentation verifying the claimed amount(s) and City's determination that the amount is due under the terms of this Agreement. City shall advise Consultant, in writing, within 15 calendar days of receipt of the requested documentation. Final payment will be made when all Services required under this Agreement have been completed to the reasonable satisfaction of City including, without limitation, Consultant's transmittal of all deliverables to City required by Exhibit A, and services required by Exhibit A.
- E. Invoices furnished by Consultant under this Agreement must be in a form acceptable to City. All amounts paid by City to Consultant shall be subject to audit by City. Payment shall be made by City to Consultant at the address stated in Section 1.6, Qualified Personnel below.
- F. City may set off against payments due Consultant under this Agreement any sums that City determines that Consultant owes to City because of their errors, omissions, breaches of this Agreement, delays or other acts that caused City monetary damages. Prior to exercising such right, City must demand and attend mediation pursuant to Section 1.21, Disputes: Paragraph C below of this Agreement, to be attended by City, Consultant, and any applicable insurance carriers; such mediation to occur within 30 calendar days of demand. If the parties cannot agree upon the time, place, and mediator, within one week of the City's demand, then the Solano City Superior Court may upon application by any party make such selection for the parties. If a party

other than City refuses to mediate under this Compensation: Paragraph E, then City shall have satisfied its obligations under this Paragraph.

- G. Consultant shall pay prevailing wages to its employees on any contract in excess of \$1,000.00. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at the City's Public Works Department and may be obtained from the California Department of Industrial Relations website [<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>]. Consultant shall comply with the 8-hours per day/40 hours per week/overtime/working hours restrictions for all employees, pursuant to the California Labor Code. Consultant and all subcontractors shall keep and maintain accurate employee payroll records for Work performed under the Agreement. The payroll records shall be certified and submitted as required by law, including Labor Code Sections 1771.4 (if applicable) and 1776, including to the Labor Commissioner no less frequently than monthly. Consultant shall comply fully with Labor Code Section 1777.5 in the hiring of apprentices for work relating to the Agreement. If the Agreement exceeds \$2,000 and is funded with federal funds, then Consultant shall pay federal Davis Bacon wages and comply with applicable federal requirements.
- H. Pursuant to Labor Code Section 1771(a), Consultant represents that it and all of its Subcontractors are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Consultant covenants that any additional or substitute Subcontractors will be similarly registered and qualified.

1.5. Maximum Costs

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

1.6. Qualified Personnel

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

City:

Carrie Wenslawski
Management Analyst
City of Benicia
250 East L Street
Benicia, CA 94510
Phone: (707) 746-4236
Email: cwenslawski@ci.benicia.ca.us

Consultant:

Kelly Fergusson PhD PE
Senior Program Development Manager, Public Sector
500 12th Street, Suite 300, Oakland, CA 94607

Phone: 415-405-6673

Email: kfergusson@opterraenergy.com

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

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

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

1.7. Representations

- A. Consultant represents that it has reviewed Exhibit A, and that in its professional judgment the Services to be performed under this Agreement can be performed for a fee within the maximum

amount set forth in the Compensation Schedule of \$1,603,200 and within the times specified for each individual Project.

- B. Consultant represents that it is qualified to perform the Services and it possesses, and will continue to possess at its sole cost and expense, the necessary licenses and/or permits required to perform the Services or will obtain such licenses and/or permits prior to time such licenses and/or permits are required. Consultant also represents that it has knowledge of, and will comply with, all applicable building codes, laws, regulations and ordinances.
- C. Consultant represents that it possesses all necessary training, licenses and permits to perform the Services and that its performance of the Services will conform to the standards of practice of a professional having experience and expertise in performing professional services of like nature and complexity of the Services working on similar, successfully completed projects.
- D. The granting of any progress payment by City, or the receipt thereof by Consultant, or any inspection, review, approval or oral statement by any representative of City or any other governmental entity, shall in no way waive or limit the obligations in this Representations or lessen the liability of Consultant for unsatisfactory Services, including but not limited to cases where the defective or below standard Services may not have been apparent or detected at the time of such payment, inspection, review or approval.

1.8. Indemnification and General Liability

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

or any other proprietary right of any person or persons in consequence of the use by City, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement.

1.9. Liability of City

- A. Except as provided in Exhibit A, City's obligations under this Agreement shall be limited to the payment of the compensation provided for in Services Consultant Agrees to Perform, Compensation, and Maximum Costs of this Agreement.
- B. Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract, tort or otherwise, for any special, consequential, indirect or incidental damages, lost profits or revenue, arising out of or in connection with this Agreement, the Services, or the Project.
- C. City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Consultant, or by any of its employees, even though such equipment be furnished, rented or loaned to Consultant by City. The acceptance or use of such equipment by Consultant or any of its employees shall be construed to mean that Consultant accepts full responsibility for and shall exonerate, indemnify, defend and save harmless City from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the Consultant, its employees, City employees or third parties, or to property belonging to any of the above.
- D. Nothing in this Agreement shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which City or Consultant may have under this Agreement or any applicable law. All rights and remedies of City or Consultant, whether under this Agreement or other applicable law, shall be cumulative.

1.10. Independent Contractor; Payment of Taxes and Other Expenses

- A. Consultant shall be deemed at all times to be independent contractors and shall be wholly responsible for the manner in which Consultant perform the Services required by the terms of this Agreement. Consultant shall be fully liable for the acts and omissions of it their Subconsultants, employees and agents.
- B. Nothing contained herein shall be construed as creating an employment, agency or joint venture relationship between City and Consultant. Consultant acknowledge that neither they nor any of their employees or agents shall, for any purpose whatsoever, be deemed to be City employees, and shall not be entitled to receive any benefits conferred on City employees, including without limitation workers' compensation, pension, health, insurance or other benefits.
- C. Consultant shall be solely responsible for payment of any required taxes, including California sales and use taxes, city business taxes and United States income tax withholding and social

security taxes, levied upon this Agreement, the transaction, or the Services delivered pursuant hereto.

- D. Consultant shall make its designated representative available as much as reasonably possible to City staff during the City's normal working hours or as otherwise requested by City. Terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Consultant's Services only and not as to the means by which such a result is obtained.

1.11. Insurance

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

1.12. Suspension of Services

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

1.13. Termination of Agreement for Cause

- A. If at any time City believes Consultant may not be adequately performing their obligations under this Agreement, that Consultant may fail to complete the Services as required by this Agreement, or that City has provided written notice of observed deficiencies in Consultant's performance, City may request from Consultant prompt written assurances of performance and a written plan, acceptable to City, to correct the observed deficiencies in Consultant's performance ("Cure Plan"). The Cure Plan must include, as applicable, evidence of necessary resources, correction plans, Subconsultant commitments, schedules and recovery schedules, and affirmative commitments to correct the asserted deficiencies, must meet all applicable requirements and show a realistic and achievable plan to cure the breach. Consultant shall provide such written assurances and Cure Plan within ten (10) calendar days of the date of notice of written request. Consultant acknowledges and agrees that any failure to provide

written assurances and Cure Plan to correct observed deficiencies, in the required time, is a material breach under this Agreement.

- B. Consultant shall be in default of this Agreement and City may, in addition to any other legal or equitable remedies available to City, terminate Consultant's right to proceed under the Agreement, in whole or in part, for cause:
1. Should Consultant make an assignment for the benefit of creditors, admit in writing its inability to pay its debts as they become due, file a voluntary petition in bankruptcy, be adjudged a bankrupt or insolvent, file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, file any answer admitting or not contesting the material allegations of a petition filed against Consultant in any such proceeding, or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Consultant or of all or any substantial part of the properties of Consultant, or if Consultant, its directors or shareholders, take action to dissolve or liquidate Consultant; or
 2. Should Consultant commit a material breach of this Agreement and not cure such breach within ten (10) calendar days of the date of notice from City to Consultant demanding such cure; or, if such failure is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Consultant to avail themselves of this time period in excess of ten (10) calendar days, Consultant must provide City within the ten (10) calendar day period a written Cure Plan acceptable to City to cure said breach, and then Consultant must diligently commence and continue such cure according to the written Cure Plan); or
 3. Should Consultant violate or allow a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency in effect at the time of performance of the Services and applicable to the Project or Services and does not cure such violation within ten (10) calendar days of the date of the notice from City to Consultant demanding such cure; or, if such failure is curable but not curable within such ten (10) calendar day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Consultant to avail themselves of this time period in excess of ten (10) calendar days, Consultant must provide City within the ten (10) calendar day period a written Cure Plan acceptable to City to cure said breach, and then Consultant must diligently commence and continue such cure according to the written Cure Plan.)
- C. In the event of termination by City as provided herein for cause:
1. City shall compensate Consultant for the value of the Services delivered to City upon termination as determined in accordance with the Agreement, subject to all rights of offset

and back charges, but City shall not compensate Consultant for its costs in terminating the Services or any cancellation charges owed to third parties.

2. Consultant shall deliver to City possession of all tangible aspects of the Services in their then condition including, but not limited to, all copies (electronic, CAD, and PDF format, and hard copy) of designs, engineering, Project records, cost data of all types, drawings and specifications and contracts with vendors and Subconsultants, and all other documentation associated with a Project, and all supplies and aids dedicated solely to performing Services which, in the normal course of the Services, would be consumed or only have salvage value at the end of the Services period.
 3. Consultant shall remain fully liable for the failure of any Services completed and drawings and specifications provided through the date of such termination to comply with the provisions of the Agreement. The provisions of this Paragraph shall not be interpreted to diminish any right that City may have to claim and recover damages for any breach of this Agreement, but rather, Consultant shall compensate City for all loss, cost, damage, expense, and/or liability suffered by City as a result of such termination and failure to comply with the Agreement, including without limitation City's costs incurred in connection with finding a replacement.
- D. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience pursuant to Termination of Agreement of Convenience below, and Consultant shall have no greater rights than they would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Consultant.

1.14. Termination of Agreement for Convenience

- A. City may terminate performance of the Services under the Agreement in accordance with this Termination of Agreement for Convenience in whole, or from time to time in part, whenever City shall determine that termination is in the City's best interests. Termination shall be effected by City delivering to Consultant, at least seven (7) calendar days prior to the effective date of the termination, a Notice of Termination ("Notice of Termination") specifying the extent to which performance of the Services under the Agreement is terminated.
- B. After receipt of a Notice of Termination, and except as otherwise directed by City, Consultant shall:
 1. Stop Services under the Agreement on the date and to the extent specified in the Notice of Termination;

2. Place no further orders or subcontracts (including agreements with Subconsultants) for materials, Services, or facilities except as necessary to complete the portion of the Services under the Agreement which is not terminated;
 3. Terminate all orders and subcontracts to the extent that they relate to performance of Services terminated by the Notice of Termination;
 4. Assign to City in the manner, at times, and to the extent directed by City, all right, title, and interest of Consultant under orders and subcontracts so terminated. City shall have the right, in its discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;
 5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of City to the extent City may require. City's approval or ratification shall be final for purposes of this clause;
 6. Transfer title and possession of Consultant's and their Subconsultants' work product to City, and execute all required documents and take all required actions to deliver in the manner, at times, and to the extent, if any, directed by City, completed and uncompleted designs and specifications, Services in process, completed Services, supplies, and other material produced or fabricated as part of, or acquired in connection with performance of, Services terminated by the Notice of Termination; City acknowledges that said documents were prepared for the purpose of the Project.
 7. Complete performance of any part of the Services that were not terminated by the Notice of Termination; and
 8. Take such action as may be necessary, or as City may direct, for the protection and preservation of property related to this Agreement which is in Consultant's possession and in which City has or may acquire an interest.
- C. After receiving a Notice of Termination, Consultant shall submit to City a termination claim, in the form and with the certification City prescribes. The claim shall be submitted promptly, but in no event later than three months from the effective date of the termination, unless one or more extensions in writing are granted by City upon Consultant's written request made within such three month period or authorized extension. However, if City determines that facts justify such action, it may receive and act upon any such termination claim at any time after such three-month period or extension. If Consultant fails to submit the termination claim within the time allowed, City may determine, on basis of information available to it, the amount, if any, due to Consultant because of the termination. City shall then pay to Consultant the amount so determined.
- D. Subject to provisions of Termination of Agreement for Convenience: Paragraph C above, Consultant and City may agree upon the whole or part of the amount or amounts to be paid to

Consultant because of any termination of Services under this Paragraph. The amount or amounts may include a reasonable allowance for profit on Services done. However, such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement price of Services terminated. The Agreement may be amended accordingly, and Consultant shall be paid the agreed amount.

- E. If Consultant and City fail, under Termination of Agreement for Convenience: Paragraph D above, to agree on the whole amount to be paid to Consultant because of termination of Services under this Agreement for Convenience: Paragraph E, then Consultant's entitlement to compensation for Services specified in the Agreement which are performed before the effective date of Notice of Termination, shall be the total (without duplication of any items) of:
1. Reasonable value of Consultant's Services performed prior to Notice of Termination, based on Consultant's entitlement to compensation under Exhibit A, Payments to Consultant. Such amount or amounts shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement value of Services terminated. Deductions against such amount or amounts shall be made for deficiently performed Services, rework caused by deficiently performed Services, cost of materials to be retained by Consultant, amounts realized by sale of materials, and for other appropriate credits against cost of Services. Such amount or amounts may include profit, but not in excess of ten (10) percent of Consultant's total costs of performing the Services.
 2. When, in opinion of City, the cost of any item of Services is excessively high due to costs incurred to remedy or replace defective or rejected Services (including having to re-perform Services), reasonable value of Consultant's Services will be the estimated reasonable cost of performing Services in compliance with the requirements of the Agreement, and any excessive actual cost shall be disallowed.
 3. Reasonable cost to Consultant of handling material returned to vendors, delivered to City or otherwise disposed of as directed by City.
- F. Except as provided in this Agreement, in no event shall City be liable for costs incurred by Consultant (or Subconsultants) after receipt of a Notice of Termination. Such non-recoverable costs include, but are not limited to, anticipated profits on the Agreement or subcontracts, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting claims or proposals, attorney's fees or other costs relating to prosecution of the claim or a lawsuit, pre-judgment interest, or any other expense that is not reasonable or authorized under Agreement for Convenience: Paragraph E above.

- G. This Paragraph shall not prohibit Consultant from recovering costs necessary to discontinue further Services under the Agreement as provided for in Agreement for Convenience: Paragraph B above or costs authorized by City to settle claims from Subconsultants.
- H. In arriving at amounts due Consultant under this Agreement for Convenience, there shall be deducted:
 - 1. All unliquidated advance or other payments on account theretofore made to Consultant, applicable to the terminated portion of Agreement,
 - 2. Any substantiated claim that City may have against Consultant in connection with this Agreement, and
 - 3. The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Consultant or sold under the provisions of this Agreement for Convenience, and not otherwise recovered by or credited to City.
- I. If the termination for convenience hereunder is partial, before settlement of the terminated portion of this Agreement, Consultant may file with City a request in writing for equitable adjustment of price or prices specified in the Agreement relating to the portion of this Agreement that is not terminated. City may, but shall not be required to, agree on any such equitable adjustment. Nothing contained herein shall limit the right of City and Consultant to agree upon amount or amounts to be paid to Consultant for completing the continued portion of the Agreement when the Agreement does not contain an established price for the continued portion. Nothing contained herein shall limit City's rights and remedies pursuant to this Agreement or at law.

1.15. Conflicts of Interest/Other Agreements

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

represents to and agrees with the City that Consultant has no present, and in the future during the term of this Agreement will not have any, conflict of interest between providing the City the Services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity (including, but not limited to, any federal or state wildlife, environmental or regulatory agency) that has any interest adverse or potentially adverse to the City, as determined in the reasonable judgment of the City.

1.16. Proprietary or Confidential Information of City; Publicity

- A. Consultant acknowledges and agrees that, in the performance of the Services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Consultant agree that all private, confidential, or proprietary information disclosed by City to or discovered by Consultant in the performance of the Services shall be held in strict confidence and used only in performance of the Agreement. Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Consultant would use to protect its own proprietary data, and shall not accept employment adverse to the City's interests where such confidential information could be used adversely to the City's interests. Consultant shall notify the City immediately in writing if it is requested to disclose any information made known to or discovered by Consultant during the performance of or in connection with the Services pursuant to this Agreement.
- B. Any publicity or press releases with respect to the Project or Services shall be under the City's sole discretion and control. Consultant shall not discuss the Services, the Project, or matters pertaining thereto, with the public press, representatives of the public media, public bodies or representatives of public bodies, without City's prior written consent. Consultant shall have the right, however, without City's further consent, to include representations of Services among Consultant's promotional and professional material, and to communicate with persons or public bodies where necessary to perform under this Agreement.
- C. The provisions of this Proprietary or Confidential Information of City; Publicity shall remain fully effective indefinitely after termination of Services to the City hereunder.

1.17. Notices to the Parties

- A. All notices (including requests, demands, approvals or other communications other than ordinary course Project communications) under this Agreement shall be in writing and shall include the word "NOTICE" in the subject line.
- B. Notice shall be sufficiently given for all purposes as follows:
 - 1. When personally delivered to the recipient, notice is effective on delivery.

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

1.18. Record Keeping and Audit Requirements

- A. Consultant shall keep such full and detailed accounting records as are necessary for proper financial management of the Project. Consultant shall maintain a complete and current set of all books and records relating to the construction of the Project. City shall be entitled, upon forty-eight (48) hour written notice, to inspect all books, records, and accounts kept by Consultant relating to the work contemplated by this Contract. Within 90 calendar days after Final Completion, Consultant shall deliver to City those records necessary for City to perform a financial audit of the Project ("Final Audit").
- B. Invoice and progress/final reports and all required audit reports shall be submitted to City in a timely manner.
- C. Maintain adequate fiscal and Project books, records, documents, and other evidence pertinent to Consultant's work on the Project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the financial statement, to the accounting records, and to the supporting documentation. These records shall be maintained for a period of three years after Final Completion of the Project, and shall be subject to examination and/or audit by City or designees, state government auditors or designees.
- D. Make such books, records, supporting documentations, and other evidence available to City or designees, their designated representatives, during the course of the Project and for a period of three years after Final Completion of the Project, and provide suitable facilities for access,

monitoring, inspection, and copying thereof. Further, Consultant agrees to include a similar right of City to audit records and interview staff in any subcontract related to the performance of this Contract.

1.19. Subcontracting/Assignment/City Employees

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

1.20. Other Obligations

- A. Discrimination, Equal Employment Opportunity and Business Practices. Consultant shall not discriminate against any employee or applicant for employment, nor against any Subconsultant or applicant for a subcontract, because of race, color, religious creed, age, gender, actual or perceived sexual orientation, national origin, disability as defined by the ADA (as defined below) or veteran's status. To the extent applicable, Consultant shall comply with all federal, state and local laws (including, without limitation, City ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time.
- B. Drug-Free Workplace Policy. Consultant acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Consultant agrees that any violation of this prohibition by Consultant, its employees, agents or assigns shall be deemed a material breach of this Agreement.
- C. Compliance with Americans with Disabilities Act and Rehabilitation Act. Consultant acknowledges that, pursuant to the Americans with Disabilities Act ("ADA"), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Consultant shall provide the Services specified in this Agreement in a manner that complies with the standard of care established under this Agreement regarding the ADA and any and all other applicable federal, state and

local disability rights legislation. Consultant agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Consultant, its employees, agents or assigns shall constitute a material breach of this Agreement. Consultant shall comply with §504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.

- D. Violation of Non-Discrimination Provisions. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Consultant to penalties, including but not limited to: (a) termination of this Agreement; (b) disqualification of the Consultant from bidding on or being awarded a City contract for a period of up to 3 years; (c) liquidated damages of \$2,500 per violation; and/or (d) imposition of other appropriate contractual and civil remedies and sanctions. To effectuate the provisions of this section, the City shall have the authority to examine Consultant's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Consultant under this Agreement or any other agreement between Consultant and City. Consultant shall report to the City the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 calendar days of such filing, provided that within such 30 days such entity has not notified Consultant that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Consultant shall provide City with a copy of their response to the complaint when filed.
- E. Employee Wages; Records; Apprentices: Consultant shall pay prevailing wages to its employees on any agreement in excess of \$1,000.00. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Agreement, as determined by the Director of the State of California Department of Industrial Relations, are on file at the County's Capital Projects Office and may be obtained from the California Department of Industrial Relations website [<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>]. Consultant shall comply with the 8-hours per day/40 hours per week/overtime/working hours restrictions for all employees, pursuant to the California Labor Code. Consultant and all subconsultants shall keep and maintain accurate employee payroll records for Work performed under the Agreement. The payroll records shall be certified and submitted as required by law, including Labor Code Sections 1771.4 (if applicable) and 1776, including to the Labor Commissioner no less frequently than monthly. Consultant shall comply fully with Labor Code Section 1777.5 in the hiring of apprentices for work relating to the Agreement. If the Agreement

exceeds \$2,000 and is funded with federal funds, then Consultant shall pay federal Davis Bacon wages and comply with applicable federal requirements.

1.21. Disputes

- A. Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the Project Manager and a principal of the Consultant who shall attempt, in good faith, to resolve the dispute. Such referral shall be initiated by written request from either party, and a meeting between the Project Manager and principal of the Consultant shall then take place within five (5) calendar days of the date of the request.
- B. Provided that City continues to compensate Consultant in accordance with this Agreement, Consultant shall continue its Services throughout the course of any and all disputes. Nothing in this Agreement shall allow Consultant to discontinue Services during the course of any dispute. Consultant's failure to continue Services during any and all disputes shall be considered a material breach of this Agreement. Consultant agrees that the existence or continued existence of a dispute does not excuse performance under any provision of this Agreement including, but not limited to, the time to complete the Services. Consultant also agrees that should Consultant discontinue Services due to a dispute or disputes, City may terminate this Agreement for cause as provided herein.
- C. In the event of claims exceeding \$50,000, as a precondition to commencing litigation, the parties shall first participate in non-binding mediation pursuant to the construction mediation procedures of JAMS (Judicial Arbitration and Mediation Services), in Benicia, California, before a mediator mutually agreeable to the parties, and in the event the parties are unable to agree, selected by a judge of the Solano City Superior Court from an approved list of JAMS qualified construction mediators. The parties may initially agree to engage in discovery prior to mediation. This Agreement is further subject to the provisions Chapter 9 (commencing with section 9204 of the Public Contracts Code and, to the extent there is no conflict, Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000 dispute through mediation. This Agreement hereby incorporates the provisions of section 9204 and of Article 1.5 as though fully set forth herein. Should parties proceed with discovery, they shall follow the procedures prescribed in the California Code of Civil Procedure, Section 2019, et seq., and discovery so conducted shall apply in any subsequent litigation as if conducted in that litigation.

1.22. Agreement Made in California; Venue

- A. This Agreement shall be deemed to have been executed in the City of Benicia, County of Solano. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for all disputes

or litigation arising out of this Agreement shall be in the Superior Court of the County of Solano unless the parties agree otherwise in a written amendment to this Agreement.

1.23. Compliance with Laws

- A. Consultant shall comply with the Standard of Care in the interpretation and application of all applicable laws in the performance of the Services, regardless of whether such laws are specifically stated in this Agreement and regardless of whether such laws are in effect on the date hereof. Consultant shall comply with all security requirements imposed by authorities with jurisdiction over any Project, and will provide all information, work histories and/or verifications as requested by such authorities for security clearances or compliance.
- B. Consultant represents that all plans, drawings, specifications, designs and any other product of the Services will comply with all applicable laws, codes and regulations and be consistent with the Standard of Care.

1.24. Miscellaneous

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

shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to in force or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

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

1.25. Entire Agreement; Modifications

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

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

2. Insurance Requirements

2.1. INSURANCE REQUIREMENTS

This is an Appendix to, and made a part of and incorporated by reference to the Agreement dated June 2, 2026, by and between Opterra Energy Services, LLC, hereinafter referred to as "Consultant", and the City of Benicia, hereinafter referred to as "City", providing for professional services.

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

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

2.3. Insurance Requirements: Commercial General Liability Insurance

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

2.4. Business Automobile Liability Insurance

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

2.5. Workers' Compensation Insurance

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

2.6. Professional Liability Insurance

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

2.7. Self-Insured Retention

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

2.8. Claims-Made Basis Coverage

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

2.9. Insurance terms and conditions:

3.1 Cancellation of Insurance

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

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

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

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

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

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

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

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

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

"Opterra Energy Services, LLC"

By: _____

Its: _____

"City"

By: _____

Its: _____

"City Attorney"

By: _____

Its: City Attorney

"Department"

By: _____

Its: _____

Exhibits List

A - 2026-02-19 OPTERRA Benicia Solar OM and Repair Proposal

Exhibit A

**2026-02-19 OPTERRA Benicia Solar OM and Repair
Proposal**

City of Benicia

Solar PV Operations & Maintenance Services

February 12, 2026

Prepared For:

Jeff Gregory
Deputy Public Works Director-Utilities
City of Benicia
250 East L Street
Benicia, CA 94510

Prepared By:

OPTERRA Energy Services, LLC
500 12th Street, Ste. 300
Oakland, CA 94607

Jake Stewart
Account Manager
716-491-7471
jstewart@opterraenergy.com

This proposal (Proposal), in whole or in part, is to be used only for evaluation purposes. If the Proposal is accepted and a subsequent contract is entered into between the parties, then to the extent federal or state law requires disclosure of information contained in the Proposal, OPTERRA Energy Services, LLC requests advance notice before disclosure of any such information, and that it be given the right to oppose or seek to narrow any such disclosure. The information subject to this restriction is contained in all pages marked, "Use or disclosure of information contained on this page is subject to the restriction on the title page of this Proposal or quotation."

OPTERRA Energy Services, LLC is not a municipal advisor and cannot give advice with respect to municipal securities or municipal financial products. This information provided in this Proposal is to be used for educational purposes about possible financing options and is not the provision of advice, or a recommendation to pursue, any financing option. Consult with your municipal advisor or financial advisor about the financing option appropriate for your situation. OPTERRA Energy Services, LLC can provide information to your municipal advisor or financial advisor about the hypothetical assumptions and educational scenarios used in these materials. To ensure compliance with requirements imposed by the IRS under Circular 230, we inform you that any U.S. federal tax advice contained in this communication (including any attachments), unless otherwise specifically stated, was not intended or written to be used, and cannot be used, for the purpose of (1) avoiding penalties under the Internal Revenue Code or (2) promoting, marketing or recommending to another party any matters addressed herein.

The information contained herein is general in nature and based on authorities that are subject to change. OPTERRA Energy Services, LLC recommends that you consult your tax adviser to understand its applicability to specific situations.

The pricing outlined in this proposal is based on current market conditions and regulatory environments as of the date of submission. Please note that in the event of changes to applicable tariffs, duties, or other trade-related fees imposed by domestic or international regulatory authorities which impacts our pricing, we reserve the right to adjust pricing accordingly.

Such adjustments, if necessary, will be communicated in advance and supported by relevant documentation. We are committed to transparency and will make every effort to mitigate the impact of such changes on the final project cost.

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1. Company Information

Experience

While we recently returned to the name, OPTERRA Energy Services, we have more than 50 years of partnering with public sector stakeholders to address the unique energy goals of communities. Focusing on energy and water conservation, system retrofits, as well as developing and maintaining renewable energy projects, we have worked on more than 1,500 projects nationwide and have saved our customers billions of dollars.

We are a well-established municipal partner with public sector customers comprising more than 90% of our portfolio.

The tables below display our current contract numbers for maintenance and monitoring services as well as a select list of municipal projects showing our breadth of services.



OPTERRA's experience in O&M and Monitoring Services

SERVICE	Sites	Size
O&M Services	1,079	322.4 MW
Monitoring Services	1,325	\$67 million in annual guarantees

Recent OPTERRA municipal projects

Customer	HVAC	Lighting	Solar	BESS	Microgrid	EV Charging	O&M Services
City of Menlo Park							
County of Solano							
City of Livermore							
County of Shasta							
City of Dublin							

Licenses and Certifications

OPTERRA also boasts the largest engineering team of any Energy Service Company (ESCO) headquartered in California. OPTERRA's active State of California Contractor's licenses are listed in the table below.

Licenses Held	License #	Expiration Date
A – General Engineering Contractor	1142716	8-31-27
B – General Building Contractor	1142716	8-31-27
C10 – Electrical	1142716	8-31-27
C46 - Solar	1142716	8-31-27
Department of Industrial Relations (DIR)	2000014411	6-30-28

References

OPTERRA is proud to present the following references:

County of Shasta	
Mailing address	1855 Placer Street, Redding, CA 96001
Point of Contact	Tom Fuller
Title	Facilities Manager
Phone	530-225-5661
Email address	tfuller@co.shasta.ca.us

City of Dublin	
Mailing address	100 Civic Plaza, Dublin, CA 94568
Point of Contact	Debbie Bell
Title	Public Works Manager
Phone	925-556-4521
Email address	debbie.bell@dublin.ca.gov

2. Service Plan

Maintenance Services Approach

OPTERRA believes that a strong preventive and predictive maintenance program ensures reliability and production standards are met. All maintenance will be performed in accordance with contractual requirements and prudent industry practices.

On the Operations and Maintenance side, our regional service team will schedule all planned activities including panel washing, preventative maintenance and T&M service calls. Our service technicians will promptly report to the site contact and perform the planned work. All Panel Washing and Preventative Maintenance Reports will be generated after the work is performed. Additionally, all reports are housed on a dedicated server for you to retrieve any time. All reports, including previous years, are housed in this location.

Monitoring Options

We acknowledge the City already has a working monitoring system with AlsoEnergy. When using AlsoEnergy, all responsibility to receive alarms and notify OPTERRA when an issue needs investigated are the customer's responsibility.

If in the future there is interest in changing the monitoring platform, OPTERRA has an inhouse service, Utilityvision™, backed by our team of professionals who monitor the performance of each PV system and manage all alarms and tickets that are manually or automatically generated. Our monitoring team will triage the alarm remotely and if further actions are necessary a ticket will be immediately assigned to the regional service team who will respond and take next steps to schedule a service call. All Utilityvision customers have access to our customized online dashboard that provides real-time and historical data along with features to contact customer support. There is no limit to the number of users and free training can be provided at any time upon request.

Inspection Frequency - Calendar of Routine Services

Annual PV Operation & Maintenance Services Plan where applicable

Annual Cleaning

Module Cleaning – Once annually coordinated with customer

Safety First

- Walking on solar panels will not be allowed at any time for any reason. Proper equipment, PPE and planning is required for all work to be performed.
- Polarized safety glasses are always required when working above solar panels.
- Proper lift equipment will be used as needed when reaching above solar modules.
- Parking lot canopies will be required to be roped off/isolated from any vehicles.
- Take before and after photos to document the condition of the modules
- Only deionized water will be used for cleaning.
- Water used for cleaning will be near ambient temperature.
- Clean modules surface & frames, according to solar panel manufacturer's warranty specifications.
- Cleaning shall comply with California Stormwater Quality Association's (CASQA) best management practices (BMP).
- Rooftop Solar array visual inspections during module cleaning



Example of a pre- and post- wash service results

Annual Inspection And Maintenance

Thermal images of all equipment, as well as PV arrays to look for damaged electrical components

- Combiner boxes
- Central and string inverters
- DC & AC disconnects
- AC Combiner Panel
- PV Transformers
- Main service board
- Weather station (if applicable)
- Data Acquisition System (if applicable)
- Remove all plastic screens, etc. (Either cut off all sources of power first or wear flash suit)
- Take photos of each inverter, including wire terminations and electrical components of the frame
- Torque-tighten any loose connections

Inverter Cleaning

- Inverter enclosure, fan, filter, and pad cleaning

PV panel and Installation Inspection

- Check for broken or damaged panels
- Inspect all arrays for broken/damage modules
- Look for missing or damaged clamps, racking components, conduits etc.
- Inspect roofs for damage (before and after cleaning)
- Mounting systems
- Grounding system visual inspection

Inspection of all electrical equipment for water ingress, rust, or structural damage

- Combiner boxes
- Central inverters
- String inverters
- DC & AC disconnects
- AC Combiner Panel
- PV Transformers
- Main service board
- Weather station (if applicable)
- Data Acquisition System (if applicable)

Inspection, Voltage & Current testing

- Voltage test of strings (Can be achieved via monitoring system if available)
- Inverters
- DC current testing
- Open circuit voltage testing
- Visual inspection of mechanical components

Visual inspections of AC & DC electrical components

- Including conductors, conduit, and connectors
- Enclosures
- Disconnects
- Switch gear

Routine monitoring system maintenance and data integrity check, as required

- Routine system maintenance to include correction of loose electrical connections, ground connections
- Inspect combiner boxes
- Tighten connections
- Site drainage inspection
- Ground system testing
- Sensor calibration and potential sensor replacement
- Other minor maintenance

Inspection And Maintenance Report

Inspection and Maintenance Report

- Results from Mechanical Inspection of PV Installation
- Broken/damage modules
- Missing or damaged clamps, racking components, conduits etc.
- Roof damage (before and after cleaning)
- Photos of all damaged or missing components, roof damage, etc.

Results from thermal inspection of inverters, combiner boxes, PV disconnects, and arrays including

- Thermal images of each section of the inverter
- Photos of each inverter, including wire terminations and electrical components of the frame

Results from Electrical Testing, including one or more of the following

- Report from string testing of all solar source circuits utilizing Solmetric PV Analyzer
- Voltage/current measurements taken at string wiring boxes
- Analysis performed from monitoring data of DC current and voltage

Report of all cleaning performed, including

- Cleaning of inverter air filters and fans
- Cleaning of irradiance sensor on weather station
- Photos of array before cleaning
- Photos of arrays after they are clean

3. Fee Structure

Escalation rates are 5% per annum.

O&M annual preventative services fee schedule

Year	Panel Washing	Electrical Preventative Maintenance	Annual Total
1	\$ 25,800	\$ 41,700	\$ 67,500
2	\$ 27,100	\$ 43,800	\$ 70,900
3	\$ 28,500	\$ 46,000	\$ 74,500
4	\$ 29,900	\$ 48,300	\$ 78,200
5	\$ 31,400	\$ 50,700	\$ 82,100

Annual Cost Breakdown By Site (Year 1)



Site	Panel Washing	Electrical Preventative Maintenance
City Hall	\$ 2,800	\$ 4,900
Community Center	\$ 1,900	\$ 3,200
Community Park	\$ 1,200	\$ 1,800
Community Pool	\$ 1,200	\$ 1,100
Corporation Yard	\$ 1,500	\$ 2,200
Fire Station #12	\$ 1,300	\$ 600
P-1 Pump Station	\$ 2,100	\$ 3,600
P-2 Pump Station	\$ 2,900	\$ 5,100
P-3 Pump Station	\$ 6,400	\$ 11,300
Water Treatment Plant	\$ 4,500	\$ 7,900
Total	\$ 25,800	\$ 41,700

Reactive Repair Protocols

OPTERRA's Field Services team is available for phone or email technical support during regular business hours to assist the City with responding to alerts from AlsoEnergy and any other solar needs that may arise. OPTERRA typically remotely reviews the fault codes and any other available information to provide guidance or coordinate a service call to keep the solar PV systems running optimally.

If repair services are necessary, OPTERRA will provide a time and materials quote for the recommended service call. Repairs will only proceed once the City has executed a Work Order for the agreed scope and quoted amount. Standard Business Hours are Monday–Friday, 7:00 a.m.–5:00 p.m. Work performed outside of these hours will be billed at 1.5x rates for evenings and Saturdays, and 2.0x rates for Sundays and Holidays.

T&M Rate Table

Labor Category		Straight Time
Hourly Rate – PV Electrical Journeyman Technician ¹	\$/hr.	County Labor Rate
Hourly Rate – PV Electrical Apprentice Technician ¹	\$/hr.	County Labor Rate
Hourly Rate – Senior PV Tech/Commissioning ²	\$/hr.	\$189
Hourly Rate – Engineering ²	\$/hr.	\$ 283
Hourly Rate – Project Management ²	\$/hr.	\$283
Hourly Rate – Administrative ²	\$/hr.	\$ 108
Mileage	\$/Mi	\$1.05
Material mark-up %	%	15%
Lift rental fee	\$	Current Market Price

¹Trade Hourly rate will be adjusted based on the current year of the local prevailing wage determination plus Burden, requirement for either travel or subsistence and lodging, and markup for services being requested.

²Escalated according to an inflation rate to the year in which service will occur.

Current Labor Rates:

Labor	Hourly Rate
Journeyman Electrician Travel & Labor	\$ 133
Apprentice Travel & Labor	\$ 114
Regional Service Manager	\$ 283
Engineering Senior Advisor	\$ 283
Project Management Advisor	\$ 283
Monitoring Services/Setup	\$ 201
Senior PV Field Technician	\$ 189
Project Admin Labor & Certified Payroll	\$ 108
Roundtrip Mileage	\$ 1.05

4. Insurance and Liability

OPTERRA affirms that insurance coverage will be provided at the time of Contract Award. We can confirm our ability to meet expected coverage levels and conditions without exception. Please find below a sample COI.

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)			
				6/25/2025			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER Alliant Insurance Services, Inc. 125 High Street Suite 2205 Boston, MA 02110		CONTACT NAME: Tessa Jazwinski PHONE (A/C, No. Ext): 617-807-8143 FAX (A/C, No.): E-MAIL ADDRESS: tessa.jazwinski@alliant.com					
		INSURER(S) AFFORDING COVERAGE		NAIC #			
		INSURER A: Colony Insurance Company		39993			
		INSURER B: Ironshore Specialty Insurance Co		25445			
		INSURER C: Mosaic Americas Insurance Services LLC		1642264			
		INSURER D: Federal Insurance Company		20281			
		INSURER E: Aspen Specialty Insurance Company		10717			
		INSURER F:					
INSURED Opterra Energy Services, LLC 500 12th Street, Suite 300 Oakland, CA 94607							
COVERAGES CERTIFICATE NUMBER: 85941489 REVISION NUMBER:							
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO JECT ☒ LOC ☒ OTHER: Job Site	☒	☒	PACES4294866	6/12/2025	6/12/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	☒	☒	7358-83-78	5/22/2025	5/22/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR	☒	☒	EXC4294867	6/12/2025	6/12/2026	EACH OCCURRENCE \$10,000,000
B	☒ EXCESS LIAB ☐ CLAIMS-MADE	☒	☒	XSCUW0032774700	6/12/2025	6/12/2026	AGGREGATE \$10,000,000
	DED \$ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	☒ Pollution/Professional Liability	☒	☒	PACES4294866	6/12/2025	6/12/2026	Each Occurrence \$1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							
Project: CN-001068 --See Attached Remarks Schedule--							
CERTIFICATE HOLDER				CANCELLATION			
				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
				AUTHORIZED REPRESENTATIVE  Robert J. Bothwell			
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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD							
85941489 25-26 Opterra - Master COI Tessa Jazwinski 6/25/2025 9:35:22 PM (EDT) Page 1 of 2							

5. Staffing

There are many contractors who can provide construction, repair services, or monitoring, but not all these services under one roof. OPTERRA offers comprehensive services through our **Performance Services Group division**.

OPTERRA specializes in the Public Sector, we hold ourselves to the highest compliance with DIR regulation and ensure we are paying the correct prevailing wage rates, and work is performed by the appropriate certified labor classification. Our electrical workers are not just “PV Technicians,” they are registered with the DIR as Journeyman or Apprentices.

Our Project Management Team:



Matt Hobbs
NorCal Regional Service Manager

Role: With nearly three decades in the industry, Matthew leads our service operations in Northern California, making sure every system runs smoothly. He works closely with technicians and clients to keep solar PV systems in top shape, ensuring fast responses and safe, efficient maintenance.

Years of Experience: 27 years

Licenses & Certifications:
 OSHA Certified Equipment Trainer
 CPR and First Aid
 OSHA 30
 Certified Pile Driver Operator
 NFPA 70B/E

Relevant Experience

- Dublin USD
- Milpitas USD
- Salinas City ESD
- San Mateo Foster City SD
- San Mateo UHSD
- City of Hercules
- Contra Costa County Fire Protection District



Farheed Khan
Sr. PV Field Technician

Role: Farheed is a skilled PV Technician at OPTERRA, specializing in the maintenance, troubleshooting and repair of solar PV systems. He has extensive experience servicing inverters from residential to utility scale, he ensures optimal system performance by conducting site visits, performing firmware upgrades, and analyzing failed components. Farheed prioritizes safety, efficiency, and customer service excellence in all aspects of his work.

Years of Experience: 23 years

Education:
 AS, Electronics Engineering Technology, City College of San Francisco

Licenses/Certifications: CA Journeyman Electrician, OSHA30, NFPA 70B/E

Relevant Experience

- City of Milpitas
- Milpitas USD
- Oak Grove USD
- Berryessa USD
- S. San Francisco USD
- City of San Jose
- Jefferson ESD
- City of Dublin



Clifton Clarke
*Customer Care
 Advisor*

Role: Clifton has over 21 years of experience in multiple roles. He owned and operated his own maintenance company for over 14 years, providing subcontracted services to OPTERRA before joining the team internally as a Customer Care Advisor.

Years of Experience: 21 years

Education:
 BS, Santa Clara University

Licenses & Certifications:

CPR and First Aid certified

NFPA 70B

Certificate of Completion, PV201e: Principles of Solar PV System Design & Installation

Relevant Experience

- Dublin USD
- San Lorenzo USD
- S. San Francisco USD
- Ravenswood CSD
- Milpitas USD
- Jefferson ESD
- San Mateo Foster City SD
- San Mateo UHSD
- Contra Costa County Fire Protection District
- Belmont Redwood Shores SD



Jake Stewart
Account Manager

Role: As the Key Accounts Representative, Jake brings over 16 years of experience driving client satisfaction, fostering team growth, and optimizing processes. Adept at navigating dynamic environments, he excels in identifying opportunities for improvement and implementing strategic Initiatives to drive efficiency and profitability.

Years of Experience: 16 years

Education: BS, Business Administration, Western Governors University, Millcreek, UT

Relevant Experience

- Bellevue USD
- City of Dublin
- City & County of Honolulu
- County of Riverside
- County of Shasta
- County of Sutter
- City of Livermore
- Los Angeles USD

Subcontractors

Should there be a need for subcontractors, we use reputable local subcontractors selected through a rigorous pre-qualification process that evaluates financial strength, past performance, safety, and quality. Subcontractors are required to provide payment and performance bonds, liability insurance, and certified payroll documents. We manage all subcontractor activity with a focus on quality control, schedule, and safety.

Our subcontractor pre-qualification process ensures operational excellence and quality performance. We have pre-qualified many local subcontractors with outstanding track records and manage a competitive bid process to ensure best value. Non-competitive selection is only considered under specific circumstances and always with customer approval.

6. Warranty

On repair work the parts and installation warranty will be valid through the warranty term of the part manufacturer.

On new inverter installation the installation warranty is 1 year.

7. Additional Services

Our team has dedicated design engineers that will evaluate your current system and provide tailored recommendations for upgrades, replacements, or obsolescence planning to ensure long-term performance and reliability.



Project Reference: James Lemos Swim Center – Solar Repower Project

We have reviewed the existing system and can propose the replacement of the failed inverter located at 181 East J Street, Benicia CA with two new inverters.

Scope of Work

Provide all engineering, labor, materials and equipment needed to replace the failed inverter at the City of Benicia Community Pool with two new smart inverters. Demolished inverter and materials will be removed from site and taken to recycling.

Cost Estimate

Labor	Apprentice Level	Hours/ Mileage	Hourly Rate	Total Price
Electrical Labor, Mileage, Engineering & Proj Management		32	\$ 630.00	\$ 22,251.11
Labor Subtotal				\$ 22,251.11
Subcontracts		Qty	Rate	Total Price
Removal & Recycling of Old Inverter. Underground Rewiring		1	\$41,339.12	\$ 41,339.12
Subcontracts Subtotal				\$ 41,339.12
Materials & Equipment Rental		QTY	Unit Cost	Total Price
Inverters & Gateway		2	\$ 7,247.29	\$ 14,494.57
Misc Electrical Materials (Ties, Straps, Hardware, Connectors, Strut, Conduit)			\$ -	\$ 1,073.91
Scissor Lift Rental [2 lifts, 1 week]		2	\$ 805.43	\$ 1,610.87
Material Subtotal				\$ 17,179.35
Subtotal				\$ 80,769.58
			Material Sales Tax	9.625% \$ 1,653.51
			Material Markup	15% \$ 2,576.90
Total Material Cost				\$ 21,409.77
Grand Total				\$ 85,000.00

Pricing valid through 2/25/26. Payment and performance bond not included.

The labor time is an estimate, hours will be reconciled when the job is completed and billed according to the hours used down to half day(4 hour) minimums.

Project Economics

Simple payback in 3 years.

Pool ETB Utility Analysis \$/kWh			\$0.41
Pool Repower Cost:			\$79,149.96
Year	Annual Production kWh	Production Value \$	Simple Payback
1	55,952	\$ 22,940.32	\$56,209.64
2	55,672	\$ 22,825.62	\$33,384.02
3	55,394	\$ 22,711.49	\$10,672.53
4	55,117	\$ 22,597.93	(\$11,925.40)
5	54,841	\$ 22,484.94	(\$34,410.34)
6	54,567	\$ 22,372.52	(\$56,782.86)
7	54,294	\$ 22,260.66	(\$79,043.52)
8	54,023	\$ 22,149.35	(\$101,192.87)
9	53,753	\$ 22,038.61	(\$123,231.48)
10	53,484	\$ 21,928.41	(\$145,159.89)

Project Assumptions

- Permitting fees are not included and to be paid directly by customer if applicable.
- PG&E Interconnection Modification Fees are not included.
(Fees may not apply for this "like for like" system)
- Underground conduit is assumed to be in good condition.
- There are no changes to the array structure, solar panels, solar panel mountings, array grounding, point of interconnection or AC Disconnect Switch necessary. This equipment is assumed in good condition suitable for reuse.
- No utility shutdown is required to perform this work
- No ADA compliance required
- This system size is designed to be equivalent to the existing solar and allowed under the existing interconnection agreement and NEM utility rate schedule. Opterra will file the modification request to update the equipment with PG&E.



Project Reference: City of Benicia Pump 2 Inverter 2– Solar Repower Project

This estimate is provided under our time and materials rates to perform a replacement of failed inverter 2 located at 2401 East Second St, Benicia CA and replace it with one new inverter.

Scope of Work

Provide all engineering, labor, materials and equipment needed to replace failed inverter 2 at the City of Benicia Pump Station #2 with one new smart inverter. Demolished inverter and materials will be removed from site and taken to recycling.

Cost Estimate

Labor	Apprentice Level	Hours/ Mileage	Hourly Rate	Total Price
Electrical Labor, Mileage, Engineering & Proj Management		40	\$ 543.08	\$ 21,723.20
Labor Subtotal				\$ 21,723.20
Subcontracts		Qty	Rate	Total Price
Removal & Recycling of Old Inverter. Underground Rewiring		1	-	\$ 40,358.35
Subcontracts Subtotal				\$ 40,358.35
Materials & Equipment Rental		QTY	Unit Cost	Total Price
Inverter & Gateway		1	\$ 9,317.42	\$ 9,317.42
Misc Electrical Materials (Ties, Straps, Hardware, Connectors, Strut, Conduit)			\$ -	\$ 1,048.43
Material Subtotal				\$ 10,365.85
Subtotal				\$ 72,447.41
Material Sales Tax			9.625%	\$ 997.71
Material Markup			15%	\$ 1,554.88
Total Material Cost				\$ 12,918.44
Grand Total				\$ 75,000.00

Pricing valid through 2/25/26. Payment and performance bond not included.

The labor time is an estimate, hours will be reconciled when the job is completed and billed according to the hours used down to half day(4 hour) minimums.

Project Economics

Simple payback less than 2 years. (Analyzed using only production from inverter 2 and not the entire site)

Pump2 ETB Utility Analysis \$/kWh: \$0.42

Pump2 Repower Cost: \$71,535.37

Year	Annual Production kWh	Production Value \$	Simple Payback
1	128,900	\$ 54,138.00	\$ 17,397.37
2	128,256	\$ 53,867.31	\$ (36,469.94)
3	127,614	\$ 53,597.97	\$ (90,067.91)
4	126,976	\$ 53,329.98	\$ (143,397.89)
5	126,341	\$ 53,063.33	\$ (196,461.23)
6	125,710	\$ 52,798.02	\$ (249,259.24)
7	125,081	\$ 52,534.03	\$ (301,793.27)
8	124,456	\$ 52,271.36	\$ (354,064.63)
9	123,833	\$ 52,010.00	\$ (406,074.63)
10	123,214	\$ 51,749.95	\$ (457,824.58)

Project Assumptions

- Permitting fees are not included and to be paid directly by customer if applicable.
- PG&E Interconnection Modification Fees are not included.
(Fees may not apply for this "like for like" system)
- Underground conduit is assumed to be in good condition.
- There are no changes to the array structure, solar panels, solar panel mountings, array grounding, point of interconnection or AC Disconnect Switch necessary. This equipment is assumed in good condition suitable for reuse.
- No utility shutdown is required to perform this work
- No ADA compliance required
- This system size is designed to be equivalent to the existing solar and allowed under the existing interconnection agreement and NEM utility rate schedule. Opterra will file the modification request to update the equipment with PG&E.



Project Reference: Benicia Pump 3 Inverter Repower

We have reviewed the existing system layout and worked up three options for replacing inverters at Pump Station 3, located at 2401 East Second St, Benicia CA.

The following page details the three options considered and the estimated price for each. The production value of this site is \$263k per year making the payback period less than 1 year for any of the options evaluated.



Option A: Estimate \$250k

Each combiner box becomes a separate inverter system, 12 new inverters are installed in replacement of the existing combiner boxes. Underground feeders between combiner boxes and inverter pad replaced with AC feeders. AC switchboard refit with new breakers for each inverter. Both old inverters and accompanying DC switchboards to be recycled. Arrays stay 600V, no restringing. Inverter nameplate value exceeds ICA system size by 34kW but is less than 10% limit.

Option B: Estimate \$215k

Each combiner box becomes a separate inverter system, combiner boxes and underground DC feeders remain. Twelve new inverters located at existing inverter pad. Both old inverters and accompanying DC switchboards to be recycled. Arrays stay 600V, no restringing. Each combiner box feed goes to a new de-combiner panel, the output feeds one inverter each. Inverter nameplate value exceeds ICA system size by 34kW but is less than 10% limit.

Option C: Estimate \$205k

Replace each combiner box with 1000v rated new combiner box. Underground DC feeders remain. At the inverter pad the number of feeds will be combined and reduced into seven de-combiners then wired into 7 larger string inverters. Both old inverters and accompanying DC switchboards to be recycled. Arrays rewired to 1000V, results in 2 unused solar panels. Inverter nameplate is 46kW less than ICA system size.

Considerations:

Option A: Unknown underground wire pull adder. Some new inverters will be underpowered. Easier layout to plan for future panel replacements. Can be upgraded to 1000V when panels replaced and achieve 34kW additional power generation. Array faults not covered by warranty.

Option B: Limited to 600V compatible inverters until arrays are rewired or replaced and combiner boxes replaced. DC feeder ampacity may be limiting to future panel replacement options. Some new inverters will be underpowered. May be able to achieve up to 34kW additional power generation with higher wattage new solar panels in the future. Array faults not covered by warranty.

Option C: Rewiring to 1000V arrays brings the system up to modern solar design standards where both the inverters and solar panels are easier to get replacements for. Less inverters and system is right sized to the existing array output. Array faults would be covered by installation warranty.

Project Economics :

Simple payback less than 1 year.

P3 ETB Utility Analysis \$/kWh		\$0.42	
Pump 3 Repower Cost:		\$ 250,000.00	
Year	Annual Production kWh	Production Value & Simple Payback	
1	625,737	\$ 262,809.63	\$ (12,809.63)
2	622,609	\$ 261,495.58	\$ (274,305.21)
3	619,495	\$ 260,188.10	\$ (534,493.32)
4	616,398	\$ 258,887.16	\$ (793,380.48)
5	613,316	\$ 257,592.73	\$ (1,050,973.21)
6	610,249	\$ 256,304.76	\$ (1,307,277.97)
7	607,198	\$ 255,023.24	\$ (1,562,301.22)
8	604,162	\$ 253,748.12	\$ (1,816,049.34)
9	601,141	\$ 252,479.38	\$ (2,068,528.72)
10	598,136	\$ 251,216.99	\$ (2,319,745.71)

Assumptions:

- Permitting fees are not included and to be paid directly by customer if applicable.
- PG&E Interconnection Modification Fees are not included.
(Fees may not apply for this “like for like” system)
- Underground conduit is assumed to be in good condition. If wire replacement for option A does not pull through the existing conduits, some trenching or replacement may be necessary at additional cost.
- There are no changes to the array structure, solar panels, solar panel mountings, array grounding, point of interconnection or AC Disconnect Switch necessary in any of the options. This equipment is assumed in good condition suitable for reuse.
- No utility shutdown is required to perform this work
- No ADA compliance required
- This system size is designed to be equivalent to the existing solar and allowed under the existing interconnection agreement and NEM utility rate schedule. Opterra will file the modification request to update the equipment with PG&E.



Project Reference: City of Benicia Corp Yard – Replace AC Dist and Aux Power Parts

The inverter has faulted and requires new AC Dist and Aux power parts. Once parts are replaced, the inverter will be re-energized.

Scope of Work

Provide materials and labor to install new AC Dist and Aux power parts to repair inverter and restore to operation.

Cost Estimates

Labor	Apprentice Level	Hours/ Mileage	Hourly Rate	Total Price
Electrical Labor, Mileage & Project Management		10	\$ 290.00	\$ 2,900.00
Labor Subtotal				\$ 2,900.00
Subcontracts		Qty	Rate	Total Price
Bold Renewables Parts & Labor		1	\$14,000.00	\$ 14,000.00
Subcontracts Subtotal				\$ 14,000.00
Materials & Equipment Rental		QTY	Unit Cost	Total Price
Misc Electrical Materials		1	\$ 100.00	\$ 100.00
Material Subtotal				\$ 100.00
Subtotal				\$ 17,000.00
Material Sales Tax			9.63%	\$ 9.63
Total Material Cost				\$ 100.00
Grand Total				\$ 17,000.00

Pricing valid through 2/25/26. Payment and performance bond not included.

The labor time is an estimate, hours will be reconciled when the job is completed and billed according to the hours used down to half day(4 hour) minimums.

Exclusions & Legal Disclaimer:

Premium Time or Over Time, Work on Nights or Weekends, Cutting, Patching or Painting, Permitting Fees, Plan Revisions, Geotechnical Reports/inspections, PLA/PSA Agreements, Irrigation system inspection/repairs, Landscape repair/tire track removal, Landscape Maintenance, Infestations, Utility Interconnection Agreement Modification Fees.

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Project Reference: Install New Bi-Directional Digital Meters at 5 Locations

The solar net generation output meters (NGOMs) have failed at 2 locations (Pump1 & WTP) and need replaced. In addition, we recommend adding Net Energy Meters (NEMs) to the 5 largest sites to redundantly meter the PG&E service to provide full insight into each facility's energy usage.

The five locations are as follows: City Hall, Pump 1, Pump 2, Pump 3, WTP.

Scope of Work

Provide materials and electrician labor to install 7 new revenue grade digital modbus meters and tie them into the existing monitoring systems. Provide AlsoEnergy required configuration data to setup website monitoring.

Cost Estimates

Replacement Net Generation Output Meters (Solar Meters) at Pump 1 & WTP:

Labor	Apprentice Level	Hours/ Mileage	Hourly Rate	Total Price
Electrical Labor, Mileage & Proj Management		8	\$ 414.40	\$ 3,628.66
Labor Subtotal				\$ 3,628.66
Materials & Equipment Rental		QTY	Unit Cost	Total Price
Accuenergy Acuvim II or Leviton 4100 Meter w/ Rogowski Coil CTs - Replace Existing NGOM		2	\$ 1,753.80	\$ 3,507.59
Material Subtotal				\$ 3,507.59
Subtotal				\$ 7,136.25
Material Sales Tax			9.625%	\$ 337.61
Material Markup			15%	\$ 526.14
Total Material Cost				\$ 4,371.34
Grand Total				\$ 8,000.00

New Net Energy Meters (Utility Service Bidirectional Meters) at Locations:



Labor	Apprentice Level	Hours/ Mileage	Hourly Rate	Total Price
Electrical Labor & Proj Management		22	\$ 494.49	\$ 10,878.72
Labor Subtotal				\$ 10,878.72
Materials & Equipment Rental		QTY	Unit Cost	Total Price
Accuenergy Acuvim II or Leviton 4100 NGOM Meter w/ Rogowski Coil CTs		5	\$ 1,739.18	\$ 8,695.90
Misc Electrical Materials (7 New Meters Conduit, Hardware, Mounting)		5	\$ 527.02	\$ 2,635.12
Material Subtotal				\$ 11,331.01
Subtotal				\$ 22,209.74
Material Sales Tax			9.625%	\$ 1,090.61
Material Markup			15%	\$ 1,699.65
Total Material Cost				\$ 14,121.28
Grand Total				\$ 25,000.00

Pricing valid through 2/25/26. Payment and performance bond not included.

The labor time is an estimate, hours will be reconciled when the job is completed and billed according to the hours used down to half day(4 hour) minimums.

Considerations & Additional Costs:

AlsoEnergy monitoring fees are determined by number of devices monitored. The 5 new additional meters will incur additional monitoring fee with AlsoEnergy. The 2 replacement NGOMs are already included in the existing AlsoEnergy monitoring service.

Utility shutdowns are required to perform the installation of the Net Energy Meters. Customer will need to facilitate the utility shutdown and assist with the coordination of the shutdown schedule for each site. Opterra has not included contingency time to wait for PG&E past the 4 hour service window per meter install. If PG&E is delayed in returning to re-energize the site, the customer can have their staff wait onsite for PG&E or approve additional time for Opterra technician to standby until PG&E returns. Labor time will be subject to Overtime (1.5x rates) after 8 hours.

The seven sites proposed for NEM installs were selected because they are the largest sites that would benefit the most from having a complete energy use picture painted by the meter data. This not only helps keep PG&E honest on the exported solar power credits on your true up bills but also allows the facility to better understand when energy is costing the most and make proactive changes to mitigate these costs.

For reference, the table below is organized in order of largest site to smallest PV system kW size, the blue ones are water district sites.

Sites	AsBuilt PV Capacity (kW)
Pump Station #3 E 2ND ST N/O ROSE DR	456.19
Water Treatment Plant LAKE HERMAN RD	318.99
Pump Station #2 .5 MI W/E 2ND ST	205.8
City Hall 250 E L ST	195.51
Pump Station #1 2600 E 2ND ST	144



Project Reference: Support and Update Solar Monitoring Service with AlsoEnergy

The AlsoEnergy monitoring interface could be improved to provide a much higher level of diagnostic support, reporting and asset management for your solar projects. The following proposal is to purchase labor from Opterra to update the AE Powertracker web portal on a one-time basis so that it better suits your needs for reporting and provides the diagnostic support needed to expedite solar repairs and remote troubleshooting.

Scope of Work

Provide engineering and technical labor to optimize the features in AlsoEnergy solar monitoring platform. The following features have been requested from AlsoEnergy to add to the current monitoring service agreement:

- Inverter level monitoring
- Inverter level alarming
- Add utility rate to create monetary production reports
- Automated production reports
- Predictive model for actual vs predicted production reporting.

The weather adjusted predictive models are impacted by the weather data collected. The weather stations onsite are likely out of calibration and three are not working at all. It is recommended to install one new weather station and have that linked to all sites for use in the weather adjusted predictive models. There is a one time setup fee that will be charged by AlsoEnergy that is not included. We evaluated using internet satellite weather data as an option but unfortunately it costs \$1500/yr/site and is not cost effective.

Cost Estimate

Labor	Hours/ Mileage	Hourly Rate	Total Price
Electrical Labor & Mileage	10	\$ 327.94	\$ 3,661.58
Project Management Advisor Website Support		\$ 230.00	\$ 5,486.82
Engineer Senior Pvsyst Modeling		\$ 185.00	\$ 6,444.84
Labor Subtotal			\$ 15,593.24
Materials & Equipment Rental	QTY	Unit Cost	Total Price
PVMet Weather Station	1	\$ 3,536.02	\$ 3,536.02
Material Subtotal			\$ 3,536.02
Subtotal			\$ 19,129.26
	Material Sales Tax	9.625%	\$ 340.34
	Material Markup	15%	\$ 530.40
Total Material Cost			\$ 4,406.76
Grand Total			\$ 20,000.00

Pricing valid through 2/25/26. Payment and performance bond not included.



The labor time is an estimate, hours will be reconciled when the job is completed and billed according to the hours used down to half day(4 hour) minimums.

Assumptions

Customer shall grant OPTERRA team access to AlsoEnergy webportal with admin level permissions to enable our team to make the updates on a one-time basis.

Project Reference: City of Benicia – All Sites

Annual Miscellaneous Repairs, Refurbishments, Replacements, and Upgrades.

Scope of Work

Provide engineering and technical labor to optimize the performance of City solar installations and maximize financial performance by way of miscellaneous and minor repairs, refurbishments, equipment replacements, and upgrades.

Annual Cost Estimate:

Labor, Materials, and Equipment: \$150,000.

Time & Material Rates:

The labor rates shown are valid from February 1, 2026 to February 1, 2027.

Opterra Labor	Rate
Senior Journeyman Technician (per Hour)	\$189.00
Journeyman Electrician Travel & Labor (per Hour)	\$133.00
Apprentice Travel & Labor (per Hour)	\$114.00
Regional Service Manager/Procurement (per Hour)	\$283.00
Design Engineer	\$230.00
Project Admin Labor & Certified Payroll (per Hour)	\$108.00
Mileage (per Mile)	\$1.05

Material Markup is 15%

Pricing valid through 3/19/26. Payment and performance bond not included.

The labor time is an estimate, hours will be reconciled when the job is completed and billed according to the hours used down to half day (4 hour) minimums.

Exclusions & Legal Disclaimer:

Premium Time or Over Time, Work on Nights or Weekends, Cutting, Patching or Painting, Permitting Fees, Plan Revisions, Geotechnical Reports/inspections, PLA/PSA Agreements, Irrigation system inspection/repairs, Landscape repair/tire track removal, Landscape Maintenance, Infestations, Utility Interconnection Agreement Modification Fees.

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

This Professional Services Agreement (the "Agreement") is dated March 2, 2026, and is by and between the City of Benicia, a political subdivision of the State of California ("City") and HF&H, located at 590 Ygnacio Valley Rd. Suite 105, Walnut Creek, CA 94596, a California Corporation, licensed to do business in California, ("Consultant") relating to Solid Waste and Recycling Professional Services ("Services").

Recitals

WHEREAS, City wishes to retain Consultant to provide Solid Waste and Recycling Professional Services and related services;

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

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

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

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

1. Agreement**1.1. Definitions**

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

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

- C. **City:** City of Benicia
- D. **Project:** Solid Waste and Recycling Professional Services, 26-185
- E. **Services:** All work, labor, materials and services required under the terms and conditions of this Agreement, provided pursuant to the terms and conditions of this Agreement, including without limitation architectural, engineering, building information modeling, coordination, and administrative services. Services that may be required, dependent on Project needs, are further described in the appendices.
- F. **Subconsultants:** Consultant's subconsultants, contractors and subcontractors, of any tier.

1.2. Term of Agreement

- A. This Agreement will conclude on October 29, 2027 unless it is extended in accordance with paragraph B below.
- B. This Agreement may be extended by mutual agreement of the parties hereto. Any extension shall be in written form, signed by both parties, and shall specify the length of the extension and compensation.

1.3. Services Consultant Agrees to Perform

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

1.4. Compensation

- A. City shall compensate Consultant according to the policies and procedures established by City. Compensation shall not exceed **\$200,000** dollars without a fully approved and executed contract amendment or change order.
- B. Billing will occur upon completion of work. Payment is expected within 30 days. Consultant has the option to invoice for services or reimbursables no more than once a month. Payment shall be in accordance with the project-specific scope of work for work performed, not a retainer or

equal monthly payments. Statement will generally describe the services performed and applicable rate or rates. Statements for reimbursement should include a reasonable itemization of requested compensation.

- C. City shall not incur any charges under this Agreement, nor shall any payments become due to Consultant for any payment period on the Project, except for approved monthly progress payments, until City receives all deliverables required under Exhibit A, for the payment period (if any) and reasonably accepts such deliverables as meeting the requirements of this Agreement. In cases where Consultant has partially completed one or more deliverables due during a payment period, and if Consultant demonstrates diligent progress thereon, then City may make a partial progress payment based upon percentage completion of the partially completed deliverables and diligent progress but taking into account any adverse impacts upon City. City shall not be liable for, and Consultant shall not be entitled to, any payment for Services performed before this Agreement's execution.
- D. City will not withhold entire payment if a questioned amount is involved, but will issue payment in the amount of the total invoice less any questioned amount(s). City will make payment for questioned amount(s) upon City's receipt of any requested documentation verifying the claimed amount(s) and City's determination that the amount is due under the terms of this Agreement. City shall advise Consultant, in writing, within 15 calendar days of receipt of the requested documentation. Final payment will be made when all Services required under this Agreement have been completed to the reasonable satisfaction of City including, without limitation, Consultant's transmittal of all deliverables to City required by Exhibit A, and Services Consultant Agrees to Perform.
- E. Invoices furnished by Consultant under this Agreement must be in a form acceptable to City. All amounts paid by City to Consultant shall be subject to audit by City. Payment shall be made by City to Consultant at the address stated in Section 1.6, Qualified Personnel below.
- F. City may set off against payments due Consultant under this Agreement any sums that City determines that Consultant owes to City because of their errors, omissions, breaches of this Agreement, delays or other acts that caused City monetary damages. Prior to exercising such right, City must demand and attend mediation pursuant to Disputes: Paragraph C below of this Agreement, to be attended by City, Consultant, and any applicable insurance carriers; such mediation to occur within 30 calendar days of demand. If the parties cannot agree upon the time, place, and mediator, within one week of the City's demand, then the Solano Superior Court may upon application by any party make such selection for the parties. If a party other than City refuses to mediate under this Compensation: Paragraph E, then City shall have satisfied its obligations under this Paragraph.

1.5. Maximum Costs

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

1.6. Qualified Personnel

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

City:

Sharon Denney
Management Analyst
City of Benicia
250 East L Street
Benicia, CA 94510
Phone: (707) 746-4215
Email: sdenney@ci.benicia.ca.us

Consultant:

Emily Hanson
Senior Project Manager
590 Ygnacio Valley Rd. Suite 105, Walnut Creek, CA 94596

Phone: 925-977-6950

Email: hfh-consultants.com

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

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

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

1.7. Representations

- A. Consultant represents that it has reviewed Exhibit A, and that in its professional judgment the Services to be performed under this Agreement can be performed for a fee within the maximum amount set forth in the Compensation Schedule of \$200,000 and within the times specified for each individual Project.
- B. Consultant represents that it is qualified to perform the Services and it possesses, and will continue to possess at its sole cost and expense, the necessary licenses and/or permits required to perform the Services or will obtain such licenses and/or permits prior to time such licenses and/or permits are required. Consultant also represents that it has knowledge of, and will comply with, all applicable building codes, laws, regulations and ordinances.
- C. Consultant represents that it possesses all necessary training, licenses and permits to perform the Services and that its performance of the Services will conform to the standards of practice of a professional having experience and expertise in performing professional services of like nature and complexity of the Services working on similar, successfully completed projects.
- D. The granting of any progress payment by City, or the receipt thereof by Consultant, or any inspection, review, approval or oral statement by any representative of City or any other governmental entity, shall in no way waive or limit the obligations in this Representations or lessen the liability of Consultant for unsatisfactory Services, including but not limited to cases where the defective or below standard Services may not have been apparent or detected at the time of such payment, inspection, review or approval.

1.8. Indemnification and General Liability

- A. To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), Consultant shall defend, indemnify, and hold harmless City, its officers, City Council, directors, officials, agents employees, and volunteers(collectively "Indemnitees") from

and against any and all claims, suit, action, loss, cost, damage, injury (including, without limitation, economic harm, injury to or death of an employee of Consultant or its Subconsultants) expense and liability of every kind, nature, and description, at law or equity, that arises out of, pertain to, or relate to (including without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) any negligence, recklessness, or willful misconduct of Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify an Indemnatee shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence active negligence, or willful misconduct of such Indemnatee but shall apply to all other Liabilities.

- B. Consultant shall defend (including providing legal counsel reasonably acceptable to City at no cost to City), indemnify and hold harmless the Indemnitees from all loss, cost, damage, expense, suit, liability or claims, in law or in equity, including attorneys' fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by City, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement.

1.9. Liability of City

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

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

1.10. Independent Contractor; Payment of Taxes and Other Expenses

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

1.11. Insurance

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

1.12. Suspension of Services

- A. City may, without cause, order Consultant to suspend, delay or interrupt Services pursuant to this Agreement, in whole or in part, for such periods of time as City may determine in its sole discretion; provided, however, that if any such suspension, delay, or interruption continues for more than thirty (30) consecutive calendar days, Consultant may terminate this Agreement upon written notice to City without penalty. City shall deliver to Consultant written notice of the

extent of the suspension at least seven (7) calendar days before the commencement thereof. Suspension shall be treated as an Excusable Delay and Consultant shall be compensated for such delay to the extent additional costs are incurred by Consultant as a direct result of the Excusable Delay as provided under this Agreement.

- B. Notwithstanding anything to the contrary contained in this Suspension of Services, no compensation shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by a cause for which Consultant is responsible.

1.13. Termination of Agreement for Cause

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

such period of time as is reasonably necessary to accomplish such cure. (In order for Consultant to avail themselves of this time period in excess of ten (10) calendar days, Consultant must provide City within the ten (10) calendar day period a written Cure Plan acceptable to City to cure said breach, and then Consultant must diligently commence and continue such cure according to the written Cure Plan); or

3. Should Consultant violate or allow a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency in effect at the time of performance of the Services and applicable to the Project or Services and does not cure such violation within ten (10) calendar days of the date of the notice from City to Consultant demanding such cure; or, if such failure is curable but not curable within such ten (10) calendar day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Consultant to avail themselves of this time period in excess of ten (10) calendar days, Consultant must provide City within the ten (10) calendar day period a written Cure Plan acceptable to City to cure said breach, and then Consultant must diligently commence and continue such cure according to the written Cure Plan.)

C. In the event of termination by City as provided herein for cause:

1. City shall compensate Consultant for the value of the Services delivered to City upon termination as determined in accordance with the Agreement, subject to all rights of offset and back charges, but City shall not compensate Consultant for its costs in terminating the Services or any cancellation charges owed to third parties.
2. Consultant shall deliver to City possession of all tangible aspects of the Services in their then condition including, but not limited to, all copies (electronic, CAD, and PDF format, and hard copy) of designs, engineering, Project records, cost data of all types, drawings and specifications and contracts with vendors and Subconsultants, and all other documentation associated with a Project, and all supplies and aids dedicated solely to performing Services which, in the normal course of the Services, would be consumed or only have salvage value at the end of the Services period.
3. Consultant shall remain fully liable for the failure of any Services completed and drawings and specifications provided through the date of such termination to comply with the provisions of the Agreement. The provisions of this Paragraph shall not be interpreted to diminish any right that City may have to claim and recover damages for any breach of this Agreement, but rather, Consultant shall compensate City for all loss, cost, damage, expense, and/or liability suffered by City as a result of such termination and failure to comply with the Agreement, including without limitation City's costs incurred in connection with finding a replacement.

D. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience pursuant to

Termination of Agreement of Convenience below, and Consultant shall have no greater rights than they would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Consultant.

1.14. Termination of Agreement for Convenience

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

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

performing Services in compliance with the requirements of the Agreement, and any excessive actual cost shall be disallowed.

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

1.15. Conflicts of Interest/Other Agreements

- A. Consultant represents that it is familiar with Section 1090 and Section 87100, et seq., of the Government Code of the State of California, the Conflict of Interest Code, Resolution 06-23,

adopted by the City on October 3, 2006, and that it does not know of any facts that constitute a violation of those sections.

- B. Consultant represents that it has completely disclosed to City all facts bearing upon any possible interests, direct or indirect, which Consultant believes any member of City, or other officer, agent or employee of City or any department presently has, or will have, in this Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute ground for termination of this Agreement by City for cause. Consultant shall comply with the City's conflict of interest codes and their reporting requirements.
- C. Consultant covenants that it presently has no interest, and during the term of this Agreement shall not have any interest, direct or indirect, that would conflict in any manner with the performance of Services required under this Agreement. Without limitation, Consultant represents to and agrees with the City that Consultant has no present, and in the future during the term of this Agreement will not have any, conflict of interest between providing the City the Services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity (including, but not limited to, any federal or state wildlife, environmental or regulatory agency) that has any interest adverse or potentially adverse to the City, as determined in the reasonable judgment of the City.

1.16. Proprietary or Confidential Information of City; Publicity

- A. Consultant acknowledges and agrees that, in the performance of the Services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Consultant agree that all private, confidential, or proprietary information that is clearly identified or marked by City as confidential or proprietary disclosed by City to or discovered by Consultant in the performance of the Services shall be held in strict confidence and used only in performance of the Agreement. Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Consultant would use to protect its own proprietary data, and shall not accept employment adverse to the City's interests where such confidential information could be used adversely to the City's interests. Consultant shall notify the City immediately in writing if it is requested to disclose any information made known to or discovered by Consultant during the performance of or in connection with the Services pursuant to this Agreement.
- B. Any publicity or press releases with respect to the Project or Services shall be under the City's sole discretion and control. Consultant shall not discuss the Services, the Project, or matters pertaining thereto, with the public press, representatives of the public media, public bodies or representatives of public bodies, without City's prior written consent. Consultant shall have the right, however, without City's further consent, to include representations of Services among

Consultant's promotional and professional material, and to communicate with persons or public bodies where necessary to perform under this Agreement.

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

1.17. Notices to the Parties

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

1.18. Record Keeping and Audit Requirements

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

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

1.19. Subcontracting/Assignment/City Employees

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

1.20. Other Obligations

- A. Discrimination, Equal Employment Opportunity and Business Practices. Consultant shall not discriminate against any employee or applicant for employment, nor against any Subconsultant or applicant for a subcontract, because of race, color, religious creed, age, gender, actual or perceived sexual orientation, national origin, disability as defined by the ADA (as defined below) or veteran's status. To the extent applicable, Consultant shall comply with all federal, state and local laws (including, without limitation, City ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-

health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time.

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

1.21. Disputes

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

1.22. Agreement Made in California; Venue

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

1.23. Compliance with Laws

- A. Consultant shall comply with the Standard of Care in the interpretation and application of all applicable laws in the performance of the Services, regardless of whether such laws are specifically stated in this Agreement and regardless of whether such laws are in effect on the date hereof. Consultant shall comply with all security requirements imposed by authorities with

jurisdiction over any Project, and will provide all information, work histories and/or verifications as requested by such authorities for security clearances or compliance.

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

1.24. Miscellaneous

- A. All section and paragraph captions are for reference only and shall not be considered in construing this Agreement.
- B. As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run on the date of issuance by City of the final Certificate for Payment, or termination of this Agreement, whichever is earlier. This Miscellaneous: Paragraph B shall not apply to latent defects as defined by California law or negligence claims, as to which the statute of limitations shall commence to run on discovery of the defect and its cause. However, the applicable statutes of repose, California Code of Civil Procedure, Sections 337.1 and 337.15, shall continue to apply.
- C. Any provisions or portion thereof of this Agreement that is prohibited by, unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms. If any provisions or portion thereof of this Agreement are prohibited by, unlawful, or unenforceable under any applicable law and are therefore stricken or deemed waived, the remainder of such provisions and this Agreement shall be interpreted to achieve the goals or intent of the stricken or waived provisions or portions thereof to the extent such interpretation is consistent with applicable law. In dispute resolution arising from this Agreement, the fact finder shall receive detailed instructions on the meaning and requirements of this Agreement.
- D. Either party's waiver of any breach, or the omission or failure of either party, at any time, to in force in force any right reserved to it, or to require performance of any of the terms, covenants, conditions or other provisions of this Agreement, including the timing of any such performance, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to in force or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.
- E. Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement. Time is of the essence in the performance of this Agreement.

- F. Consultant acknowledges that Consultant, and all Subconsultants hired by Consultant to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Consultant is and shall remain in compliance with the IRCA and shall ensure that any Subconsultants hired by Consultant to perform services under this Agreement are in compliance with the IRCA. In addition, Consultant agrees to indemnify, defend and hold harmless the City, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Consultant's employees, or the employees of any Subconsultant hired by Consultant, are not authorized to work in the United States for Consultant or its Subconsultant and/or any other claims based upon alleged RCA violations committed by Consultant or Consultant's Subconsultant(s).

1.25. Entire Agreement; Modifications

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

- F. Changes in the Services made pursuant to this Entire Agreement; Modifications and extensions of the Agreement time necessary by reason thereof shall not in any way release Consultant's representations and agreements pursuant to this Agreement.
- G. Whenever the words "as directed", "as required", "as permitted", or words of like effect are used, it shall be understood as the direction, requirement, or permission of City. The words "approval", "acceptable", "satisfactory", or words of like import, shall mean approved by, or acceptable to, or satisfactory to City, unless otherwise indicated by the context.

2. Insurance Requirements

2.1. INSURANCE REQUIREMENTS

This is an Appendix to, and made a part of and incorporated by reference to the Agreement dated March 2, 2026, by and between HF&H, hereinafter referred to as "Consultant", and the City of Benicia, hereinafter referred to as "City", providing for professional services.

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

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

2.3. Insurance Requirements: Commercial General Liability Insurance

Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the City), Products-Completed Operations Hazard, liability for slander, false arrest and invasion of privacy arising out of professional services rendered hereunder, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Consultant's performance of services under this Agreement. The Commercial

General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Consultant shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least two million dollars (\$2,000,000) each occurrence and four million dollars (\$4,000,000) aggregate.

2.4. Business Automobile Liability Insurance

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

2.5. Workers' Compensation Insurance

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

2.6. Professional Liability Insurance

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

2.7. Self-Insured Retention

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

2.8. Claims-Made Basis Coverage

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

2.9. Insurance terms and conditions:

3.1 Cancellation of Insurance

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

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

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

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

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

3.6 Failure by Consultant to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. City, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Consultant, City shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by City for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement are insufficient to reimburse City for the premiums and any associated costs, Consultant agrees to reimburse City for

the premiums and pay for all costs associated with the purchase of said insurance. Any failure by City to take this alternative action shall not relieve Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.

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

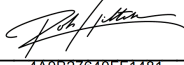
3.8 City may (but is under no obligation to) secure project-specific insurance, wrap-up insurance, or administer an owner controlled insurance program ("OCIP"), in which case Consultant and its subconsultants shall communicate this fact to their insurance carriers and request that the risk of this project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

Title: Solid Waste and Recycling Professional Services

#26-185

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

“HF&H”

Signed by:
By: 
4A0B27640FF1481...
Rob Hilton

Its: President

“City”

DocuSigned by:
By:  2/23/2026
9FA31784A98E490...

Its: City Manager

“City Attorney”

Signed by:
By:  2/23/2026
3294F30F0AD74E3...

Its: City Attorney

Exhibits List

A - HFH Proposal and Scope of Work

B - HFH Pricing Proposal

C - HFH Project Organization Chart

Exhibit A

HFH Proposal and Scope of Work

CITY OF BENICIA

Proposal for Solid Waste and Recycling Professional Services

January 16, 2026





HF&H Consultants

590 Ygnacio Valley Rd. Suite 105
Walnut Creek, CA 94596
Phone: (925) 977-6950
Web: hfh-consultants.com

January 16, 2026

Sharon Denney
Management Analyst
City of Benicia
250 East L Street
Benicia, CA 94510

Sent via email: sdenney@ci.benicia.ca.us

Subject: Proposal for Solid Waste and Recycling Professional Services

Dear Sharon Denney,

HF&H Consultants, LLC (HF&H) is pleased to submit our proposal to support the City of Benicia (City) in planning, evaluating, and procuring its next Exclusive Franchise Agreement for solid waste and recycling services. For more than 35 years, HF&H has partnered with California cities, counties, and Joint Powers Authorities to lead solid waste procurements, evaluate hauler performance, support SB 1383 compliance, and negotiate franchise agreements that protect ratepayers and improve service quality. Our experience spans all waste streams, including solid waste, recyclables, organics, construction and demolition, and regulated materials.

HF&H was thrilled when we received the City's RFP; we have a unique and keen interest in the City of Benicia, specifically. Rick Simonson, the Firm's Senior Vice President and one of HF&H's three partners, has been a Benicia resident for almost five decades, since he was in elementary school. Rick raised his family in the City and when this opportunity came up, he was thrilled that we would have the opportunity to benefit his community. While we don't necessarily want to play favorites, it is not often that HF&H can say we have a more vested interest in developing a partnership and helping procure and secure the best value services for residents and businesses. We are tremendously excited about this opportunity.

We also know and appreciate that the City of Benicia is small, budgets are tight, and the staff that will be working on this project are likely already spread thin. We understand each hour staff spend on this project will compete with City staff's normal and customary job duties and priorities. HF&H's aim in preparing our proposal and assembling our budget was to streamline the project, making it as turnkey as possible, while maintaining transparency and defensibility. While we will always invite and welcome collaboration with City staff, HF&H will manage the procurement from project initiation through contract award, and we have intentionally minimized our reliance on staff for the smaller and more administrative tasks so we can allow staff to hone their focus and input on the most critical aspects of the project.

HF&H understands both the regional market conditions facing Northern California jurisdictions. Drawing on our recent procurement experience, including work with RecycleSmart, the Central Contra Costa Solid Waste Authority (a Joint Powers Authority that provides recycling, organics, and solid waste services for six member agencies in Central



Sharon Denney
January 16, 2026
Page 2 of 2

Contra Costa County), our approach emphasizes simplicity, efficiency, and clear decision points. Our team will work closely with City staff to maintain the schedule needed to finalize agreements by January 2027 and support a smooth service transition in July 2027. As part of our base services, HF&H will support public transparency through clear presentations at City Council and other community meetings organized by the City.

Thank you for the opportunity to assist the City during this important transition as the current agreement approaches its June 2027 expiration. HF&H would be honored to partner with the City and welcomes the opportunity to discuss our qualifications and approach further.

Sincerely,
HF&H Consultants, LLC

A handwritten signature in black ink, appearing to read 'Rob Hilton', written over a horizontal line.

Rob Hilton
President

Proposal for Solid Waste and Recycling Professional Services
Contents, Figures, Attachments



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Proposal for Solid Waste and Recycling Professional Services
Section 1. Project Organization



Section 1. Project Organization

1.1 FIRM OVERVIEW

HF&H Consultants, LLC is a California-based firm specializing in solid waste, recycling, and environmental program services. We operate from two offices:

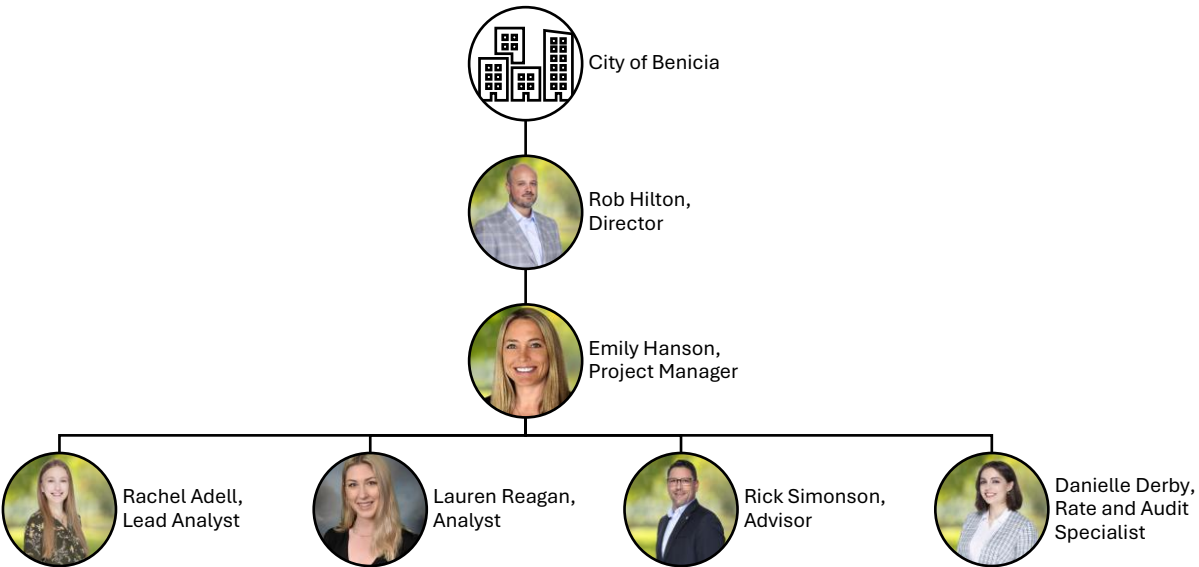
- **Northern California:** 590 Ygnacio Valley Road, Suite 105, Walnut Creek, CA 94596 | (925) 977-6950
- **Southern California:** 1201 Dove Street, Suite 585, Newport Beach, CA 92660 | (949) 251-8628

The firm’s email address is admin@hfh-consultants.com, and the responsible corporate officer is Rob Hilton, President. The City of Benicia project will be led and staffed primarily from our Northern California office, where the majority of day-to-day work will be performed. HF&H is not proposing any subcontractors for this engagement.

1.2 PROJECT TEAM AND ORGANIZATION CHART

The Project Organization Chart and descriptions of the roles and responsibilities of key personnel are described below, with full resumes included in [Attachment A](#). This section also identifies which team members will lead or support each major task to ensure clear accountability and alignment of expertise with the scope of work.

Figure 1. Project Organization Chart





Proposal for Solid Waste and Recycling Professional Services

Section 1. Project Organization

1.3 KEY PERSONNEL ROLES, RESPONSIBILITIES, AND TASK PARTICIPATION

One of HF&H's greatest strengths is our ability to attract incredible talent and carefully assemble dynamic and diverse teams comprised of professionals that each bring valuable expertise, perspectives, and the ability to collectively deliver exceptional results to our clients. Each team is assembled specifically for the scope of your engagement and to include various educational and professional backgrounds and perspectives such that each team member contributes meaningfully to the seamless integration of complex issues – our aim is to intentionally create just enough positive tension within our teams to improve the durability and resilience of our results. By leveraging these diverse perspectives in a collaborative and thoughtful way, we protect the interests of ratepayers and comprehensively address every facet of the systems we are helping create and maintain. HF&H feels strongly that a variety of perspectives is critical to protecting the ratepayers and ensuring positive outcomes that are in the public's best interest. And, with the exception of extraordinary circumstances, the team we assemble to work on each project will be consistent throughout the term of the project; continuity is critical to maintain momentum, protect the growing investment made by our clients throughout the project, and enabling us to exceed expected results.

What follows is an overview of the project team that has been specifically assembled to deliver the proposed scopes of services to the City of Benicia. The staff biographies below are intended to demonstrate the breadth of HF&H's professional and technical experience performing procurement-related services. Additional information, including professional references for key staff, can be provided upon request.

Rob Hilton, President

Rob has been with HF&H since 2002, serving as the firm's President and leading HF&H's contracting team in support of more than a dozen communities each year who are either competitively procuring or negotiating solid waste collection, processing, and/or disposal contracts. Rob specializes in working with large and multi-jurisdictional agencies through their more complex and publicly scrutinized procurement processes. Rob oversees a diverse team of 30+ professionals with expertise ranging from engineering to accounting to public policy and law in support of our clients' ratepayer protection and sustainability goals. Rob has more than 20 years of solid waste industry experience, heads up the firm's solid waste line of business throughout most of California, and is a Certified Management Consultant (CMC). Throughout his tenure with HF&H, Rob has developed and executed winning strategies for clients, spearheaded various in sole source negotiations, developing and completing competitive procurements and negotiating complicated and politically contentious contracts for collection, transfer, processing, and disposal service agreements. Most of Rob's time on client projects is currently focused on strategic planning, contract negotiation, management and performance reviews, and policy development.

For Benicia, Rob will oversee all aspects of HF&H's Franchise Development and Procurement work for the City. Rob is intimately familiar with the opportunities and challenges facing public agencies today and is excited to collaborate and support his professional services team on the strategic planning and deployment of a diligent, comprehensive, and robust competitive procurement process. Rob will also provide leadership and engage HF&H's most appropriately



Proposal for Solid Waste and Recycling Professional Services

Section 1. Project Organization

suited teams and individuals to ensure exceptional services are consistently provided and expectations are exceeded.

Emily Hanson, J.D., Senior Project Manager

Emily Hanson earned her Juris Doctor degree from Santa Clara University and has been working in the solid waste industry since 2008. Prior to that, she served as the Executive Director for a California Special District. Emily has negotiated more than 50 solid-waste-related contracts and made presentations and/or provided public testimony to 100+ jurisdictions and multiple regulatory agencies in California. Her time with one of California's largest regional integrated solid waste companies provided nearly 15 years of direct experience with operational and business aspects of collection, processing and disposal operations as well as their attendant functions (e.g., billing, customer service, reporting, education, etc.). This gives Emily an unrivaled depth of understanding when it comes to likely contractor bidding and negotiating strategies and tactics. Her insight into the operations and costs brings value to both the design and negotiations phases of the project. Emily's operational knowledge and industry experience negotiating and managing more than 20 solid waste agreements across the table from HF&H, allows her to easily identify blind spots and close contractual gaps that may present opportunities for proposers to underperform or overcharge for services.

For Benicia, Emily will lead all aspects of HF&H's Franchise Development and Procurement work and will serve as the City's overall Project Manager for Emily's role will include managing the day-to-day performance of all work, coordinating the efforts of HF&H staff with the City, leading efficient project team meetings, spearheading the development of the Request for Proposals and evaluation criteria, leading engagement with potential service providers, facilitating the evaluation of proposals, leading negotiations with the selected proposer(s) as "first chair" and presenting results to the City Council and other stakeholder groups, as directed.

Rachel Adell, Senior Associate

Rachel Adell is part of the diversion and contract services team and is a key team member in our contract and agreement procurement projects. Her detailed processes are an integral part in providing a transparent evaluation process and a streamlined and organized negotiation process. Ms. Adell has worked or advised nearly 30 competitive and sole source agreements for collection and post-collection. Her extensive contract writing and negotiations experience include: the City of Long Beach RFP for organics processing, City of Carlsbad RFP for collection services, County of San Bernardino franchise agreements, City of Ridgecrest collection agreement, Merced County franchise agreements, Merced Regional WMA RFP and organics processing agreement, Central Contra Costa County WMA competitive RFP and collection, transfer, disposal, and processing agreements, and the City of Oceanside RFP and collection agreement. Ms. Adell has also assisted the San Luis Obispo Integrated Waste Management Authority and the Monterey Regional Waste Management Authority with amending their member agencies' numerous franchise agreements to be SB 1383 compliant and serve the needs of the communities they serve.

For Benicia, Rachel will play a critical role in HF&H's work related to developing the RFP and evaluation criteria and methodology. She will serve as "second chair" (organizing, sequencing



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issues, providing supporting logic/positions, fact checking contractor statements, documenting resolution, drafting bridge language, etc.) throughout the procurement process.

Lauren Reagan, Associate Analyst

Lauren came to HF&H as an experienced paralegal and specializes in drafting and editing contracts and agreements throughout the negotiation process, including Central Contra Costa's five post-collection agreements; the City of Livermore's disposal agreement; the City of Dublin's amended & restated collection agreement, organics & disposal agreement, and recycling agreement; the County of Santa Barbara's post-collection agreement, and the City of Pleasanton's recycling agreement. Lauren has a bachelor's in English and American Studies and has the Zero Waste Certification from SWANA.

For Benicia, Lauren will support the project team throughout the competitive procurement process and performing a significant portion of the behind-the-scenes work required to perform the work described in Section 2 of this proposal.

Rick Simonson, CMC, Senior Vice President

Rick has over 24 years of specialized experience in utility rate setting, financial planning, and cost-of-service analysis across solid waste, water and wastewater sectors. He has conducted more than one-hundred rate and financial planning studies, with a strong emphasis on Proposition 218 and 26 compliance, rate structure design, and financial modeling. Rick holds a bachelor's degree in accounting and is a Certified Management Consultant (CMC). His recent work includes solid waste cost-of-service modeling for the City of Long Beach (2023), franchise agreement reconciliation in Sunnyvale (2022-2023), and long-term financial planning for jurisdictions including San Mateo, Hillsborough and Santa Cruz. Rick's ability to translate complex financial data into actionable strategies and ensure regulatory compliance has earned him recognition across California municipalities and sanitary districts.

For Benicia, Rick will oversee all aspects of the evaluation of costs and cost proposals in alignment with industry standards, with the support of Danielle Derby, as further described in Section 2 of this proposal.

Danielle Derby, CPA, Senior Associate

Danielle Derby specializes in providing rate and audit services within our solid waste and recycling practice. Her expertise lies in reviewing costs for programs and services that comply with SB 1383 regulations, performing index, cost-based, and special rate reviews for solid waste rate adjustment, and executing cost of service studies for jurisdictions looking for solid waste rates that are compliant with Proposition 218. Danielle has experience performing authority fee reimbursement reviews, billing and tonnage audits, purchase order reviews, and similar compliance reviews. Danielle also works with the contract services team by assisting with solid waste procurements. Her work ranges from evaluating proposer cost forms; benchmarking proposed programs, operating statistics, and rates; developing contractual or financial language for franchise agreements and amendments; and supporting negotiations. Danielle has a bachelor's in accounting and is a Certified Public Accountant (CPA).

For Benicia, Danielle will provide input on all tasks related to costs and rates, will lead the evaluation of costs and cost proposals, conduct technical analysis and technical drafting for



Proposal for Solid Waste and Recycling Professional Services

Section 2. Technical Project Approach

the technical memo, and spearhead any public presentation(s) related to rate impacts under various service configurations, as further described in Section 2 of this proposal.

Section 2. Technical Project Approach

Solid waste franchise awards are often the largest single decision that most local elected officials make in their time serving their communities, and they can be highly political. Households and businesses receive services at least weekly, pay their bill throughout the year, and most often have their rates increase annually. The companies that compete for these high value, often exclusive, contracts only get the opportunity every 10 to 15 years. Those politics make municipal solid waste contract awards some of the most contested. With all of the financial impact and all of the attention that they get, poorly run solid waste procurements can result in referendums, bid protests, CEQA challenges, Proposition 218 and Proposition 26 challenges, and labor unrest.

HF&H has performed more solid waste procurement projects than any other entity in the state of California and we have never led a procurement process that resulted in a successful challenge. We attribute that success to our disciplined adherence to what we have developed and evolved into our “best practices” for these processes, which is supported by and integral to the HF&H approach. With each procurement project we continue to improve our “best practices” so we can ensure each new client engagement is reaping the benefits of our extensive work in this space.

SECTION 2.1 THE HF&H APPROACH TO SOLID WASTE PROCUREMENTS

Client-Centered Design

RFP Development: HF&H’s approach to developing and preparing Requests for Proposals (RFP) is rooted in client-centered design, strategic clarity, and technical precision. We begin with a thorough review of the client’s existing system, including their franchise agreement, municipal code, rate structure, and related documents to ensure a deep understanding of current operations and contractual relationships. Leveraging our proprietary design intake tool, we assess the client’s legal, regulatory, performance, and policy priorities to inform a tailored RFP and Franchise Agreement framework. The output of this tool and collaboration with agency staff, allows HF&H to identify, assess, and seek to understand the relative priorities resulting from the inherent tension between service quality, diversion, and cost priorities. Through this process, our clients get a clear, organized, and complete RFP that includes key attachments such as draft service agreements, standardized cost forms, and operational data. This approach ensures all proposers submit financially and operationally responsive and responsible proposals, and, most importantly, that our clients can rest assured knowing the proposers have all available information.

Stakeholder Engagement: HF&H has extensive experience performing a wide range of activities relative to stakeholder engagement prior to drafting RFPs to gather sufficient information from the public and stakeholders to help inform the baseline services being requested as part of the competitive procurement. This work has been done at our clients’ request, and the scope is always tailored to the client’s needs, historical satisfaction with the services being offered to residents and businesses, and the culture of our client’s community relative to such public engagement. We work with our clients to proactively identify interested



Proposal for Solid Waste and Recycling Professional Services

Section 2. Technical Project Approach

parties, appropriate and representative community groups, and stakeholders. We have facilitated engagements through public meetings, workshops, surveys, focus groups, direct meetings, and other public input strategies. These efforts are designed to inform decision-makers of community themes such as issues with existing services, desires for expanded services and/or new programs, and the relative priorities and/or price tolerances of represented stakeholders.

Franchise Agreement Drafting: HF&H has drafted hundreds of franchise agreements across the state of California. Whether working with a client-provided template drafted by other parties or using one of HF&H's sample franchise agreements, we are able to tailor the business terms, compensation approach, and services to meet our client's needs. Whether our clients are pursuing competitive procurement processes or sole source negotiations, we ensure our work developing and negotiating franchise agreements supports the needs and objectives of our clients, are regulatorily compliant, and contemplate future regulatory changes to mitigate future risk for both our clients and their ratepayers.

Cost Proposals: The HF&H approach to soliciting cost proposals is grounded in our industry experience. Many solid waste RFP processes fail to gather sufficient information to conduct adequate due diligence on the proposed costs and operations of the service provider. Our goal is not just to support our clients' selection of their future service provider(s), but to make sure that those relationships are healthy and transparent for the life of the contract. We tailor the cost forms to match the services requested in the RFP and we design them to capture both the minimum baseline services requested as well as any additional or expanded service proposals or enhancements that may be required or optional. These forms allow HF&H to thoroughly evaluate proposals for cost reasonableness, perform regional benchmarking analysis, and compare proposers' baseline service cost proposals and the incremental cost for additional or expanded service costs. We have consistently found that this approach ensures process integrity by requiring proposers to disclose cost-related data at a granular level, thereby minimizing ambiguity and enabling rigorous validation. This disciplined approach lends itself to clear evaluation criteria by ensuring that all service and financial representations are internally consistent, verifiable, and aligned with service expectations.

Objective by Design

Evaluation Criteria and Methodology: For nearly every procurement we have worked on, HF&H has educated our clients on the different approaches to evaluating proposals and supported processes to ensure each proposal is fairly and objectively evaluated. It is our goal to maximize transparency to the decision makers and reduce the risk of legal challenges in the process. HF&H carefully reviews every competitive procurement proposal submitted and performs a comprehensive analysis of proposers' operational and financial data to evaluate the reasonableness of proposals.

Proposal Evaluation: HF&H's approach to proposal evaluation is to encourage and support our public agency clients in assembling the most appropriate group of evaluators that serve in a singular capacity to support the public's best interest in the responsible procurement of solid waste services for the client's ratepayers. We serve as trusted advisors to our public agency clients and manage and guide the process rather than occupying a seat on proposal evaluation panels, which also serves to help minimize the likelihood of a proposer protesting the evaluation panel. HF&H reviews and evaluates every proposal that is submitted as part of a



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competitive procurement we manage. We consider ourselves a knowledgeable and service-provider neutral third party with deep technical experience procuring solid waste services through competitive procurements. We arrive to each client engagement with no agenda except to deliver outcomes that are in our client and the general public's best interest.

Evaluation Results: The culmination of these collaborative efforts results in the preparation of final work products that may range from the preparation of a summary comparative analysis to the drafting of a complete competitive procurement report that discusses the strengths, weaknesses, advantages and disadvantages of each proposal, that may also include a summary of the outcomes of the evaluation committee's recommendation. HF&H also assists staff in the preparation of staff reports and supporting documentation that will be presented for their council or boards' consideration. Clients have also benefited from HF&H supporting or leading council and board presentations and fielding questions that ultimately lends another layer of neutrality to the process. During competitive procurement processes, HF&H advocates for organizing the RFP process in a manner that provides transparency and clarity to the elected officials and the community that will benefit from and be impacted by any new service agreement(s). The importance of this transparency becomes increasingly important when services are exclusive.

Fresh and Compliant Outcomes

Disciplined Drafting: HF&H is frequently pulled in as an expert or third-party in multi-million dollar dispute resolution proceedings (mediation, arbitration, litigation) on solid waste related contracts that were not drafted with enough clarity and/or discipline to avoid advanced disputes. In the worst cases, these errors result in conflicting requirements or disputes about whether a requirement applies at all. Through this experience, we have developed a very disciplined approach to contract drafting that is intended to minimize these sorts of errors, and we are the most confident we are delivering the best services to our clients when:

- 1) HF&H controls the document at all times, until final review by our clients' attorney or signatures are obtained.
- 2) only a few highly experienced people are allowed to directly edit the document – everyone else funnels comments and requests through them.
- 3) all changes to the document are made in "redline" and reviewed by the Project Manager and the Executive before redlines are accepted.
- 4) a final quality control review for defined terms, section references, spelling, grammar, parallel structure, and consistent phrasing is performed prior to execution.
- 5) a final review by a team member who formerly worked on the contractor side to identify any gaps in logic that may undermine the intent, loopholes that should be closed, or ambiguities that need clarity.

Negotiate Costs, Not Rates: Many solid waste procurement processes request proposers provide rates rather than their costs; however, without the context of the number of subscriptions at various service levels, it is almost impossible to evaluate the true extent of the impact to residents and businesses. We have more than 30 years of evidence that shows that ratepayers get a better deal when their regulators know, understand, and can negotiate



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service provider costs. Similarly to buying a vehicle, you do not want to begin discussing monthly payments, financing, trade-in values, or the optional features of the vehicle until you know exactly the base price of the vehicle, inclusive of taxes and fees.

HF&H has been engaged in more than 600 contracting projects and 1,759 cost of service/rate projects in California, which has provided us an incredible amount of detailed data that other consultants have not assembled. Using this data, HF&H has built a proprietary database of industry proposals and actual operating results that allows us to benchmark proposals in both a competitive and a sole source environment, to: 1) ensure our negotiations are leveraged by the best information available; and, 2) assure the elected officials and public that any proposals received and considered are responsible and adequately resourced to provide quality service. This database informs and empowers us to dig into specific assumptions during negotiations to identify areas that are either under-resourced and may result in poor service or where the proposer has “padded” their assumptions and there may be opportunity to reduce costs. In addition, by establishing a starting cost basis for the contract, there is a mutual understanding of what the assumptions were in the event that there is a change in scope or change in law that impacts the contract. Once costs are fully negotiated and the most current customer subscription levels are contemplated, then and only then should rate relationships, new charges for previously no-charge services, potential migration risk, and actual rates be discussed.

SECTION 2.2 PROPOSED SCOPE OF WORK FOR BENICIA

HF&H has thoughtfully reviewed the City’s Request for Proposals (RFP) and is excited to present our proposed Scope of Work to support the City in the procurement of a future solid waste and recycling services provider. Having just completed negotiations with the City’s current hauler for services provided out of the same operating yard, the same labor union, the same general manager, etc., we have a tremendous amount of insight into the actual costs associated with and attributed to the delivery of services to the City under the current franchise agreement.

We have carefully crafted our proposal to incorporate best practices to: meet the City’s current solid waste and recycling service needs, ensure current regulatory compliance and anticipate and address emerging issues, incorporate opportunities for innovation and sustainability practices, lock in the best value for the services to be provided and minimize ratepayer impacts, manage the City’s risk, maximize clarity, and negotiate and deliver an exclusive franchise agreement that will ultimately allow the City to measure, monitor, track, and enforce future contractor performance.

HF&H is pleased to offer our consistent, uniquely tailored, and responsive support and assistance to the City throughout the entire length of the project services. This Scope of Work includes HF&H serving as the City’s trusted advisor, providing turn-key end-to-end support throughout the RFP process, and leading the tasks outlined in the RFP. Our Scope of Work is organized into five major tasks, each of which include subtasks that are cross-referenced to the City’s scope of work from the RFP. In addition to the services requested in the City’s RFP (Base Services) that are described in this Section 2.2, HF&H has also included optional tasks (Optional Supplemental) that may be considered by the City and included at the City’s discretion, as further described in Section 2.3.



Proposal for Solid Waste and Recycling Professional Services

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Figure 2. Base Services Proposal Schedule

BASE SERVICES PROPOSAL SCHEDULE																								
Activity (Task and Subtask)	2026												2027											
	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June	July						
Professional Services Agreement Executed																								
Task 1: Project Kick-off and Schedule Development																								
1.1 Project Kick Off Meeting																								
1.2 Project Schedule Development and Maintenance																								
Task 2: Comprehensive Solid Waste Management Assessment																								
2.1 Information Gathering																								
2.2 Evaluation of Existing Conditions																								
2.3 Stakeholder Engagement																								
2.4 Design Intake & Gap Analysis																								
2.5 Design Intake Process and Recommendations																								
Task 3: Develop Competitive Solid Waste Services Solicitation Package																								
3.1 Request for Proposals (RFP) Document Development																								
3.2 Draft Franchise Agreement Development																								
3.3 Cost Forms Development																								
3.4 Prepare and Release RFP Solicitation Package																								
3.5 Proposer Engagement Activities (Post RFP Release)																								
Task 4: Technical Review and Cost Evaluation																								
4.1 Proposal Review and Evaluation																								
4.2 Evaluation Process Documentation																								
Task 5: Negotiations, Contract Finalization. Presentations																								
5.1 Contract Negotiations																								
5.2 Presentations to City Council																								
Franchise Agreement Approved by City Council																								
Transition Implementation Plan Execution																								
New Franchise Service Agreement Service Commencement																								

Task 1: Project Kick-off and Schedule Development

HF&H is committed to meeting the City's needs and surpassing the City's expectations throughout this project. To do that, HF&H has assembled a strong project team that is ready, willing, and able to hit the ground running. We will keep the project running smoothly and on-time through a timely project kick-off meeting and a tight and detailed schedule. In support of this work, HF&H will perform the following subtasks:

Task 1.1: Project Kick-Off Meeting

HF&H is excited to meet the City's team that will be working on this project and is committed to transparent and open communication throughout the project. HF&H will work with the primary point of contact at the City to understand the City's preferred communication protocols and request contact information for other City staff that will be involved in the project. HF&H will prepare a draft kick-off meeting agenda for the City's review and request available times for the City to meet for the project kick-off and will finalize the agenda. We always prefer in-person meetings over virtual ones, and with HF&H's main office is in Walnut Creek, our close proximity means we will readily available to the City for in-person meetings.



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HF&H expects the project kick-off meeting to be approximately two hours, held in person. Prior to the meeting, HF&H will have already begun our due diligence, as further described in Task 2.1 below, ready jump-start the comprehensive solid waste needs assessment process with a solid footing. The kick-off meeting is intended for introductions, to discuss preferred communication protocols, and discuss the draft project schedule, as further described in Task 1.2 below. HF&H will provide the City with an overview of HF&H's approach to the comprehensive solid waste management assessment and our design intake process, its purpose and importance, and request input from the City on the types of data and documents available to support design intake and inform the RFP.

Task 1.1: Key Deliverables:

- Project Kick-off Agenda
- Meeting Notes with Action Items

Task 1.2: Project Schedule Development and Maintenance

Overarching Project Schedule (RFP Scope: 2.b.i)

In advance of kicking off the project with the City, HF&H will have already begun drafting the overarching project schedule that includes major milestones, document review timelines, and due dates. HF&H recognizes and appreciates that time is of essence on this project, especially with the current exclusive franchise agreement expiring June 30, 2027, and wherein the City expects to bring the fully negotiated exclusive franchise agreement from this procurement process to the City Council for approval in January 2027. This schedule does not afford this project much, if any, slippage.

Detailed Project Schedule (RFP Scope: 2.b.i)

Immediately following the project kick-off meeting described in Task 1.1 above, HF&H will begin refining the project schedule that includes not only the tasks and subtasks identified in this Scope of Work, but the various roles, responsibilities, and review and reversion expectations of HF&H, the City, and the proposer(s) during negotiations. This is critically important to ensure all parties are apprised of what is expected and when, and for HF&H to ensure the City is not only queued up for performing City tasks, but also that the level of effort and workload expectations on City staff, including the City attorney, are thoughtful, reasonable, and aligned with the City's expectations. HF&H will revert a draft to the City for review, will request input from the City on the major and minor milestones, draft and final deliverables, and the delineation of roles and responsibilities between HF&H, the City, and the proposer(s) throughout negotiations. HF&H will solicit input from the City on the reasonableness of the timelines and ensure enough time has been built into the project for the preparation of reports and presentations to the City Council for the RFP and draft franchise agreement, the options available to the City in selecting its future solid waste and recycling service contractor, and/or the final recommendation.

Managing and Delivering On-Schedule (RFP Scope: 1.h.i, 2.b.i, 2.b.ii)

HF&H has a history of delivering its projects completely, and on time, even considering unexpected twists and turns and mid-project pivots that expand rather than contract the scope of work. A recent example is HF&H's engagement with the RecycleSmart, the Central Contra Costa Solid Waste Authority (CCCSWA), which was much more complex and



Proposal for Solid Waste and Recycling Professional Services

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constrained than the City's procurement. The project began in the summer of 2023 and needed to be concluded in the summer of 2025. For CCCSWA, in less than two years, HF&H completed two separate and sequential RFP processes, one for post collection and another for collection, and fully negotiated five separate exclusive service agreements with three different providers.

For the City, once the project schedule is in final form, and throughout the duration of the project, HF&H will maintain and update the project schedule to track due dates, completion of and progress on tasks, and work alongside the City to make any necessary changes as the project progresses. HF&H will also be meeting with the City regularly and will provide informal progress reports that will include meeting notes, action items, and schedule updates. Throughout the term of the engagement, HF&H will also be proactively communicating on overall project progress, unanticipated obstacles with recommended solutions, new opportunities that have arisen, and critical decision-making matters to ensure the project remains on schedule.

Task 1.2: Key Deliverables:

- Overarching and Detailed Project Schedule
- Meeting Agendas, Notes, and Action Items
- Project Status and Schedule Updates

Task 2: Comprehensive Solid Waste Management Assessment

HF&H appreciates the City's recognition of the importance of a comprehensive solid waste management assessment and we agree – it is critical to identify current conditions and evaluate the City's solid waste needs moving into the future. HF&H is committed to engage stakeholders early in the process, to review the current system within the context of the current regulatory landscape, perform a thoughtful market analysis, and identify opportunities to integrate sustainability practices. HF&H is committed to performing the work necessary to assess the current system and make recommendations and guidance to position the City well into the future. In support of this work, HF&H will perform the following subtasks:

Task 2.1: Information Gathering

Identifying and Sourcing Data (*RFP Scope: 1.i.i, 2.c*)

This task includes identifying documents and other sources of information and data to support the evaluation of existing conditions and performance of the comprehensive needs assessment, inclusive of a regulatory compliance review, market analysis, and sustainability practices described in this Task 2. Additionally, it includes activities related to contract and support, performance evaluations, and negotiations, as described in Task 5. HF&H will identify the data and other information needed and the most appropriate mechanism to source the information and data.

Preparation of Request for Information (*RFP Scope: 1.i.i, 2.c*)

For documents and other information best sourced through the City and/or the City's current hauler, HF&H will develop a Request for Information (RFI) that details what HF&H believes to



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be the source of the information needed and/or will describe the information needed and request the source be identified by the City and/or current hauler.

Independent Information and Data Sourcing (RFP Scope: 1.i.i, 2.c)

For documents and other information that is more appropriately sourced independently, or where HF&H is performing market analysis or other comparative assessments/evaluations, HF&H will identify and source those documents and/or data independent of the City and the City's current hauler.

Task 2.1: Key Deliverables:

- Request for Information (RFI)
- List of Documents/Data Reviewed

Task 2.2: Evaluation of Existing Conditions

Franchise Agreement Review (RFP Scope: 1.i.1)

As a first step in the evaluation of existing conditions to inform the comprehensive solid waste needs assessment, HF&H will complete a thorough review of the current exclusive franchise agreement between the City and its current hauler. HF&H's review will focus on service-related provisions, programmatic requirements, the rate structure and compensation adjustment methodology, and the standard boilerplate business terms. This review will help HF&H identify gaps between existing conditions and the City's future goals. This review will also support the gap analysis, regulatory compliance review, serve as the starting point for the market analysis, help identify opportunities for integration of sustainability practices, and become the baseline conditions for the design intake document (Task 2.5) and inform the RFP document (Task 3.1) and the draft franchise agreement to be developed (Task 3.2).

Regulatory Compliance Review (RFP Scope: 1.b.i, 1.b.ii)

HF&H will conduct a regulatory compliance review that will be based on the information and data gathered in Task 2.1, including the existing franchise agreement, reports, and other data derived from the City, the current hauler, and/or external sources. HF&H will review, assess, and evaluate the City's compliance with the City's municipal code, and other current local, state, and federal regulations related to solid waste management services and other related mandates. HF&H will also assess the presence and/or absence of known regulatory requirements and evaluate the sufficiency of the current exclusive franchise agreement relative to known and anticipated emerging issues. HF&H will then identify potential areas of improvement and/or optimization of the City's solid waste system that will help inform the drafting of the Request for Proposals (RFP) and the future franchise agreement to meet current and evolving environmental standards.

Comparative Market Analysis (RFP Scope: 1.c.i)

HF&H has extensive experience in the Bay Area and throughout California relative to the current market conditions for waste management services, including the vendors qualified to provide the types of services the City is soliciting, the types of services included in exclusive franchise agreements throughout the region, and the costs and charges associated with the



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provision of those services. In addition to our firmwide database that informs our market analyses for clients, HF&H recently supported:

- RecycleSmart, the Central Contra Costa Solid Waste Authority (CCCSWA), in its entire system-wide solid waste design and two-phased procurement process that included two RFPs, one for post-collection services (recyclable materials processing, organics composting, solid waste disposal, and transfer services) and the other for collection services once the CCCSWA knew where each of the various materials would be delivered by route vehicles.
- RecycleMore, the West Contra Costa Integrated Waste Management Authority (WCCIWMA), in post-RFP sole source negotiations for solid waste, recyclable materials, organics, and construction and demolition debris collection, processing, composting, and disposal, and the Household Hazardous Waste program.
- The City of Vacaville in their sole source negotiations with Recology Solano County to extend the Vacaville franchise agreement and HF&H is currently in negotiations with to amend the franchise agreement.

We expect these recent engagements to be of incredible value to the City – they are in close geographic proximity to the City and the proposals and negotiations were with the same service providers we would expect to see in the City’s solid waste procurement. Additional information on activities related to identifying qualified potential vendors and increasing competition can be found under Task 3.4.

Sustainability Integration (RFP Scope: 1.f.i)

During review of the existing franchise agreement HF&H will identify existing sustainability practices, whether required or voluntary, and evaluate whether they remain relevant and meaningful and worth preserving, have become stale or dated and worth dropping, or where new approaches and/or best practices have emerged in their place that should be modified and continued. HF&H will also review other source documents provided by the City (e.g. City policies and/or ordinances) and consider the outcomes of the market analysis to further identify opportunities to enhance sustainability practices and programs within the solid waste management services being procured. Sustainability practices may include customer-facing programs, company-based initiatives, City-based initiatives that the hauler might support, opportunities for collaboration on eco-friendly initiatives and/or technologies, and other operational programs and procedures that might be considered for inclusion in the RFP as required or optional.

Surveys and/or Interviews (RFP Scope: 1.i.i, 2.c)

To the extent that HF&H needs clarification or to identify sources of additional information to be gathered in support of performing the comprehensive needs assessment, additional surveys and/or interviews will be conducted.

Task 2.2: Key Deliverables:

- List of Documents/Data Reviewed
- List of Follow-up Interviews/Surveys



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Task 2.3: Stakeholder Engagement

Stakeholder Engagement Scoping (*RFP Scope: 1.e.i, 1.e.iii*)

We appreciate and support the City's desire to foster transparent communication and collaboration throughout the entire procurement process, from the initial scoping and comprehensive solid waste management assessment and procurement planning, through the contract award timeline and transition period. We know that public agencies place a high value on engagement with their communities when making major decisions like this in order to gauge satisfaction with the current programs and hauler, and discuss and educate stakeholders on the tradeoffs associated with service enhancement relative to rate impacts. We strive to minimize surprise. HF&H also recognizes the scope and schedule for stakeholder engagement during each distinct stage of the procurement process can add significant costs and may not be feasible given the short procurement timeline.

HF&H is similarly committed to delivering the best proposal to the City that is responsive to the requirements of the RFP and sensitive to the overall pricing proposal and project schedule. HF&H will support and assist the City in hosting up to a total of two community meetings, business association meetings, open houses, and/or committee meetings prior to the release of the RFP to gather stakeholder feedback. In addition to the two engagements described in this section, HF&H also encourages the City to consider bringing the RFP solicitation package to the City Council prior to release of the RFP, which would afford another opportunity for early stakeholder in a public setting. HF&H will prepare the necessary slides and make the presentations. HF&H will also be available to support the City in the preparation of up to two iterations of three types of public-facing materials to engage residents and businesses. HF&H has found that most communities find this level of early stakeholder engagement adequate, and we believe this is likewise true here, especially considering the City is already committed to bringing this item to the City Council at least twice. HF&H is also experienced in providing our clients with a much greater level of stakeholder engagement support for an even more robust process if that is desirable for the City and can be accommodated within the schedule.

Prospective Proposer Outreach (*RFP Scope: 1.c.ii*)

The City will also benefit from HF&H's industry relationship to conduct outreach to gauge the interest of various service providers in potentially proposing on the City's RFP. When this work is done early, prior to completing the design intake process described in Task 2.5, we can advise the City about potential terms or decisions by the City that may impact competition. This early work also serves to afford valuable intel and creates an opportunity for HF&H to socialize any possible concerns we may be hearing from companies relative to their interest and/or intention in submitting or not submitting a proposal.

Task 2.3: Key Deliverables:

- Stakeholder Engagement Presentation
- Public-Facing Collateral



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Task 2.4: Design Intake Document & Gap Analysis

Design Intake Document (RFP Scope: 1.a.i)

Shortly after the project kick-off meeting in Task 1.1, the HF&H team will begin developing the design intake document to inform the design intake process. The design intake process is the foundation on which the entire RFP process is built and incorporates the findings from the comprehensive solid waste management assessment and is the framework of the gap analysis.

Existing Conditions and Gap Analysis (RFP Scope 1.a.i, 1.h.ii)

Upon receiving the information and data and other relevant documentation described in Tasks 2.1 and Task 2.2 and the learnings from the stakeholder engagement activities in Task 2.3, the HF&H team will begin populating the design intake document. The design intake document includes a summary of existing services, potential gaps, regulatory compliance considerations, programmatic considerations, sustainability integrations opportunities, etc. The HF&H team will incorporate its findings, request clarifications from the City, and identify critical decision-making points in preparation of the design intake meeting. During this process, HF&H will identify gaps in data or areas where HF&H needs additional information to further populate the design intake frameworks to optimize the effectiveness and productivity of the design intake process and meeting.

Task 2.4: Key Deliverables:

- Design Intake Template
- Existing Conditions and Gap Analysis

Task 2.5: Design Intake Process & Recommendations

City Engagement to Drive RFP Scope (RFP Scope: 1.e.ii, 1.h.ii, 1.i.ii)

HF&H's standard procedure is to use the design intake document developed in Task 2.4 as a working document for the first design intake meeting. In advance of the design intake meeting(s), HF&H will prepare and distribute a short form agenda to provide an overview of the design intake process and thoughtfully prepare attendees for the critically important work that flows from this meeting. HF&H will request available dates and times for design intake attendees to meet in person and will finalize the short form agenda and send out a meeting invitation. For the purposes of this proposal, our scope of work and proposed budget for this activity assumes up to six hours of in-person meeting time that can be broken up into two meetings or consolidated into one long meeting. Alternatively, if the City prefers a single shorter meeting and prepare a set of written recommendations, we can instead use this time for this purpose.

Scoping Framework and Recommendations (RFP Scope: 1.b.ii, 1.c.ii, 1.d.ii, 1.f.ii, 1.h.ii, 2.a.ii)

HF&H expects the in-person design intake meeting(s) to be approximately three hours each and held at a reasonably convenient and accessible location selected and arranged by the City. The purpose of this meeting is to walk the attendees through the existing services and discuss a multitude of items ranging from whether there are programs the City desires to



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make available to residents “no additional charge” to whether the City desires to add new on-call programs or expand/contract the scope of street sweeping. The City’s input and guidance from the design intake process will inform our preparation of an RFP framework that will ultimately become an exceptionally clear and concise solicitation package for proposers. HF&H aims to gather as much input from the City as possible through this process, identify where consensus is easy to reach and where issues may need further consideration, and where we will begin to stack-rank the City’s priorities to inform Task 3.

Critical Decision-Making Points (RFP Scope: 1.d.ii, 2.a.ii, 2.b.iii)

Importantly, there will be two critical decision-making points during the scoping for the City’s competitive procurement process that are best discussed and decided early, so they will be part of the design intake process. These two critical decisions are: 1) the approach the City desires to take with proposer exceptions, and 2) whether the City desires to solicit cost proposals in the form of customer rates or service provider costs. We very much look forward to discussing these two topics with the City and how these two facets of the procurement process relate to each other, the schedule, and the overall budget. For the purposes of this Task 2.5, we assumed:

- 1) The RFP solicitation package will specify cost proposals must be provided based on the draft franchise agreement as it was written, and where proposers must offer incremental cost reductions for each exception taken to be considered. For the purposes of this proposal, we assumed mild to moderate level of effort relative to negotiating proposer exceptions.
- 2) The RFP solicitation package will solicit service provider costs, rather than rates, and the cost forms will reflect a scaled-back version of HF&H’s normal approach to cost forms that will require moderate but not extensive detailed review, and that is sufficient to review, validate, and compare proposals and where the cost forms.

Task 2.5: Key Deliverables:

- Design Intake – Framework and Recommendations

Task 3: Develop Competitive Solid Waste Solicitation Package

Throughout this process, the City will be able to rely on HF&H to perform the work necessary to prepare a robust and comprehensive Request for Proposal (RFP) solicitation package to maximize competition and solicit the best value proposals for the City. The subtasks below reflect HF&H’s strategic approach to ensure the RFP and draft franchise agreement are aligned with the City’s local goals and priorities, meets or exceeds regulatory compliance requirements, and have all the necessary and relevant legal terms consistent with the City’s objectives and applicable state mandates. Additionally, HF&H will work in collaboration with the City to develop the proposal specifications, technical specifications, scope the work and other information that will be required by proposers including the minimum performance standards the City’s next service provider will be required to achieve. HF&H has drafted RFPs that range from exceptionally detailed, comprehensive, and prescriptive to mini-RFPs that provide only the information necessary for proposers to prepare a responsive and responsible proposal. We expect the work for the City to fall somewhere in-between.



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The City will receive a complete RFP solicitation package with staggered iterations of each of the three major components of the solicitation package to minimize the workload on City staff to review each of the documents. Throughout this process, the City will be able to rely on HF&H to support and help the City navigate what City's efficient and expedited review. HF&H will be responsible for ensuring consistency and congruency across all the documents included in the complete procurement solicitation package that includes:

- 1) Request for Proposals (RFP), including supporting documentation
- 2) Draft franchise agreement and exhibits, as appropriate
- 3) Cost forms that reflect the services outlined in the RFP

In support of this work, HF&H will perform the following subtasks:

Task 3.1: Request for Proposals (RFP) Document Development

Proposal Evaluation Criteria (RFP Scope: 1.d.ii, 1.e.ii, 1.h.i, 2.b.iii)

The City will best receive results from a fair, objective, transparent, and defensible criteria for reviewing and evaluating solid waste service proposals received as part of the RFP. HF&H has participated in designing or recommending criteria for reviewing and evaluating proposals for nearly every procurement we have worked on. We bring out background and experience to support the City in developing a process for ensuring each proposal is fairly and objectively reviewed and evaluated. HF&H will work in collaboration with City staff to design evaluation criteria and an objective framework to evaluate each proposal relative to at least five factors: 1) technical approach and operational capabilities, 2) customer service and community engagement, 3) environmental performance and innovation, 4) proposed rates and cost-effectiveness, and 5) experience and qualifications.

Ranking Methodology and Evaluation Process (RFP Scope: 1.d.ii, 1.e.ii, 1.h.i, 2.b.iii)

The City can rely on HF&H to support the establishment of guiding principles for how the evaluation panel will arrive at its recommendation. HF&H will meet with the City to understand the extent to which the City desires to memorialize or formalize the process used for evaluation. After gaining additional context on the City's desires, HF&H will help support the City in preparing language to describe the approach that was taken in designing the review and evaluation criteria and the reasoning behind the approach. The outcomes of this process will be included in the RFP document that is part of the RFP solicitation package.

RFP Solicitation Document (RFP Scope: 1.a.ii, 1.d.i, 1.d.ii, 1.g.i, 1.g.ii).

HF&H will prepare the first draft of the Request for Proposals (RFP) for "Refuse, Recyclable Materials, Compostable Materials, Household Hazardous Waste and Street Sweeping" services and expects to provide an initial draft to the City, receive City comments and feedback, and then HF&H will prepare the final document for release. We request a single set of non-conflicting and consolidated comments using the comments and track changes features in Word to ensure accuracy and cost-effectiveness of our incorporation of the City's feedback. Between the initial and final draft, HF&H expects to have a meeting to address comments and questions and identify where additional data may be needed or where a decision might need



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to be escalated within the City. Throughout this process HF&H staff will be available to discuss specific issues, as needed.

- 1) The first iteration will be a complete draft of the RFP for the City's review and comment. HF&H will identify any missing or incomplete information that relies on input or information from the City.
- 2) After HF&H reviews the City's comments, redlined edits, and any other changes, HF&H will prepare the final draft of the RFP for the City's final review. During this last and final review, we ask that the City only provide comments on new or revised text only, rather than comments on text or other information that was provided in the first. Finally, HF&H will perform an administrative review of the final draft to prepare the final RFP for distribution as part of the complete procurement solicitation package.

Importantly, the RFP will also include a requirement for each proposer to prepare a transition implementation plan. The plan will provide the proposer's intentions and approach to ensuring a seamless handover from the current hauler to the selected hauler. This scope will require proposer's prepare a detailed plan that covers all aspects of the transition including: a detailed schedule, intentions and approach to working with the existing hauler, procuring and deploying new capital (e.g. containers, vehicles, etc.), hiring and training employees, performing customer outreach and education related to the transition and the roll out new and/or modified services, etc., and requests proposers anticipate and articulate how they will proactively resolve issues that may be expected to arise. As part of Task 5.1, the negotiations with the selected proposer(s) will include thorough and robust review of the transition implementation plan to minimize any disruption in the provision of solid waste services throughout the transition period

Task 3.1: Key Deliverables:

- Final Request for Proposals Document

Task 3.2: Draft Franchise Agreement Development

Selection of the Starting Point for Drafting (RFP Scope: 1.a.ii, 1.d.i, 1.d.ii)

A critical early step in this project will be for the City and HF&H to align on the "starting point" for drafting the new franchise agreement. While some solid waste consultancies may insist on their "template" agreement as a starting point, or those who may need to use your existing franchise agreement as a starting point because they haven't developed a "template," HF&H has a lot of experience working in documents drafted by lots of different attorneys, consultants, and agency staff. This experience allows us to dig deeper into the specific issues surrounding your process to tailor a solution based on the specific considerations of your project. While we would not be so bold as to make a strong recommendation prior to speaking to the City about the benefits and drawbacks of each approach, there are advantages and disadvantages to each approach that need to be considered. HF&H recommends, either during development of a consultant contract or during the initial design intake process, discussing the trade-offs of the potential starting points with the City prior to any document drafting.

Whether the starting point is a City-provided template franchise agreement, or a template franchise agreement provided by HF&H, the current scope of services being provided to the



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City and its ratepayers/subscribers will need to be thoughtfully drafted and brought into any new agreement.

Preparation of the Draft Franchise Agreement (RFP Scope: 1.a.ii, 1.d.i, 1.d.ii)

Regardless of the document the City prefers to begin with, the City will benefit from HF&H's disciplined and efficient approach to drafting the draft franchise agreement. The City can rely on the draft franchise agreement reflecting the outcomes of the comprehensive solid waste management assessment and the City's input throughout the design intake process.

- 1) **Using the Current Franchise Agreement as the "Starting Point".** Under this scenario, the City would provide editable digital documents of the entire franchise agreement and all exhibits. Because these documents tend to be old, our first step is always to check for document corruption first. HF&H would then evaluate the most efficient way to propose modifications to the City relative to new programs, regulatory compliance, new sustainability practices, more "boilerplate" provisions, and other protections we would strongly advise the City to consider (e.g. Change in Law). HF&H would then develop a game plan for presenting these changes in the cleanest and most efficient way, while maintaining the aspects of the agreement that were desirable to the City. HF&H may also recommend re-organization of the document and/or moving significant sections from the body of the franchise agreement to exhibits to make it easier for the City to manage and track performance, evaluate compliance, and resolve disputes. The following are some examples of the additional work that may be required, but this is certainly not an all-inclusive list:
 - Defined Terms
 - Exclusivity Provisions
 - Regulatory Compliance
 - Rate Adjustments
 - Changes in Scope/Law
 - Dispute Resolution
 - Indemnity, Insurance, Performance Bonds, and Termination
- 2) **Using an HF&H Provided Agreement as a Starting Point.** Under this scenario, HF&H would provide the City with a template franchise agreement that would serve as the "starting point." Because we are the original drafters of the template, we are confident that our starting point for drafting the new franchise agreement is solid and does not inadvertently include concessions that may have been made through any prior negotiations and is regulatorily compliant.

Starting with a recent HF&H franchise agreement ensures our "starting point" is broad and offers the City many alternative approaches that could be taken for various issues without drafting new language. Such issues may include: services, compensation mechanics, performance standards, liquidated damages/corrective action, education and outreach, billing, dispute resolution, record keeping/reporting, etc. In addition, it includes a very broad range of potential service descriptions. This would necessarily require tailoring to select desired approaches and remove ones that are not selected.



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Additionally, starting with an HF&H template franchise agreement will ensure the City has the latest and the greatest of our service offerings that have been seen by almost a dozen contractors statewide and where we have already incorporated revisions where we saw consistency in the objections and exceptions taken by contractors. Further, every time HF&H supports a client in a dispute resolution matter, we make changes to our franchise agreement template that help to anticipate, clarify, and/or establish mechanisms to resolve those issues, and ensure the agreement also reflects current caselaw related to Proposition 218 and Proposition 26.

Tailoring the Draft Franchise Agreement to the Design Intake (*RFP Scope: 1.a.ii, 1.d.i, 1.d.ii*)

The City can trust that each issue and service specification identified by the City in the design intake process will be thoughtfully documented in the draft franchise agreement. HF&H expects to provide an initial draft to the City, receive City comments and feedback, and then HF&H will prepare the final draft franchise agreement for inclusion in the RFP solicitation package. During the City's review, we request a single set of non-conflicting and consolidated comments using the comments and track changes features in Word to ensure accuracy and cost-effectiveness of our incorporation of the City's feedback. Between the initial and final draft, HF&H expects to have a meeting to address comments and questions and identify where additional data, input, or guidance may be needed or where a decision might need to be escalated within the City. Throughout this process HF&H staff will be available to discuss specific issues, as needed.

- 1) The first iteration will be a complete draft franchise agreement for the City's review and comment. HF&H will identify any missing or incomplete information that relies on input or information from the City.
- 2) After HF&H reviews the City's comments, redlined edits, and any other changes, HF&H will prepare the final draft franchise agreement for the City's final review. During this last and final review, we will ask that the City only provide comments on new or revised text only, rather than comments on text or other information that was provided in the first. Finally, HF&H will perform an administrative review of the final draft to prepare the final RFP for distribution as part of the complete procurement solicitation package.

Task 3.2: Key Deliverables:

- Final Draft Franchise Agreement

Task 3.3: Cost Forms Development

Developing Cost Forms to Be Completed by Proposers (*RFP Scope: 1.a.ii, 1.d.i, 1.d.ii*)

Based on the required and optional services selected by the City, and our assumptions about soliciting costs rather than rates from proposers mentioned in Section 2.5, HF&H will create a set of forms for the RFP solicitation package. The cost forms will solicit operational, cost, and/or rate-related information from the proposers. HF&H's typical cost forms require a very granular level of detail and allow HF&H to evaluate, validate, and benchmark all cost-related factors including, but not limited to, separate and interrelated forms to capture the following:



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- Staffing levels, wages, and benefits to capture all labor costs (about 70% of the total system), differentiated between straight-time, over-time, PTO, benefits, payroll taxes, etc.
- Capital expenses, both direct and allocated, and depreciation for all equipment, facilities, and start-up capital that is required to perform the services over the term of the agreement.
- Operating profiles detailing the assumptions about routing and productivity.
- Detailed pro-forma cost build-ups and overhead allocations to understand the budget for every account in the P&L.

Task 3.3: Key Deliverables:

- *Final Cost Forms*

Task 3.4: Prepare and Release RFP Solicitation Package

Identification of Qualified Service Providers (RFP Scope: 1.c.ii)

The City can rely on HF&H and our proprietary database of over 150 interested parties in California to maximize competition in this procurement. This list includes contact information within private and publicly traded companies that can be queried by region and the services provided by these companies in each region. The database is updated quarterly by HF&H's executives, senior project managers and managers to ensure contact information remains current. HF&H will discuss our interested parties list with City staff to ensure full coverage on our planned distribution list and will continue to maintain and update our database until the day the RFP solicitation package is distributed. Once the RFP is ready to be distributed, HF&H utilizes our database to curate a list of interested parties specific to our client's competitive procurement and distributes the RFP.

Presentation to City Council (RFP Scope 2.d.i, 2.d.ii)

While not specifically requested, HF&H strongly recommends bringing the final draft RFP solicitation package to the City Council for their review and approval prior to issuance. This is both a courtesy that can readily be afforded to the City Council and invites elected officials to have some ownership in the process. We have found this to be an instrumental step toward transparency and public engagement that greatly reduces the potential for issues to arise later and is even more important when the procurement schedule is tight and doesn't leave a lot of room for slippage. Solid waste service contracts are high value, long-term and can be politically charged. Where there is potential community interest related to solid waste services and rates, we have found early engagement with elected officials to be a very small investment of time and energy that helps facilitate a smoother overall process. HF&H will be available to support the City in bringing the final RFP solicitation package to the City Council for review and approval prior to issuance. While HF&H did not include bringing the final draft RFP solicitation package to the City Council prior to issuance, HF&H did include preparing for, making presentations, and participation in up to two City Council meetings under Task 5.2. If the City determines this is more valuable than having HF&H involved in two City Council meetings near the end of the procurement process, HF&H would enthusiastically oblige.



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Release of the RFP Package (RFP Scope: 1.a.ii, 1.d.i, 1.d.ii, 1.g.i, 1.g.ii)

HF&H is ready, willing, and able to handle all aspects of digitally release the RFP package to our qualified vendors/prospective proposers list will manage the list of interested parties to ensure the responses to proposer questions and any issued addenda are delivered to all interested parties. To the extent that the City desires to use its bid portal, we can easily adapt our process to accommodate the needs of the City.

Task 3.4: Key Deliverables:

- List of Selected Prospective Proposers
- Complete RFP Package
- Presentation to City Council (as requested)

Task 3.5: Proposer Engagement Activities (Post-RFP Release)

Pre-Proposal Meeting (RFP Scope: 1.e.i, 1.e.ii, 1.e.iii)

Following the issuance of the RFP, HF&H will coordinate and facilitate a one-hour virtual pre-proposal meeting. In advance of the meeting, HF&H will work with the City and prepare a presentation that provides an overview of current services, an overview of services changing or new services being requested, and other relevant information including the requirements and timelines for the RFP process.

Proposer Q&A and RFP Addenda (RFP Scope: 1.e.i, 1.e.ii, 1.e.iii)

HF&H will also manage the proposer question and answer (Q&A) process related to the RFP solicitation package. HF&H expects to manage and facilitate up to 30 questions from proposers about the scope, process, facilities, customer profiles, programs, billing terms, etc., that are included in the RFP. This is a normal part of the RFP process that is important for ensuring proposers' understanding and receiving the best possible proposals. HF&H will rely on City staff to support responses related to City-specific issues like the location of public litter containers, the street sweeping schedule, or matters related to City-required insurance or indemnity provisions.

Task 3.5: Key Deliverables:

- Pre-proposal Presentation
- Proposer Q&A
- Addenda to the RFP

Task 4: Technical Review, & Cost Evaluation

HF&H is committed to performing the work necessary to ensure each proposal is reviewed for completeness and compliance with the requirements of the RFP, that a thorough technical review and evaluation is performed, and that cost proposals are reviewed and evaluated for mathematical accuracy and logical consistency. In support of this work, HF&H will perform the following subtasks:



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Task 4.1: Proposal Review and Evaluation

Develop and Complete Proposal Evaluation Tool (RFP Scope: 1.h.ii, 2.b.iii)

HF&H will prepare a proposal evaluation tool using the framework and form of the final RFP that will include separate tabs that will be used to 1) review each proposal for completeness and identify any requirements that were missing or incomplete, 2) identify and compare the technical aspects of each proposal, and 3) incorporate the evaluation criteria.

Completeness and Technical Review (RFP Scope: 1.h.ii, 2.b.iii)

HF&H will conduct an initial evaluation of the proposals to ensure completeness and compliance with the requirements of the RFP using the proposal evaluation tool. This review will identify any areas of the required proposal(s) that were missing and will produce a summary recommendation about which proposals to: 1) accept; 2) accept with certain required corrections; or, 3) reject as non-compliant. HF&H will then perform a complete technical review of each of the proposals received using the proposal evaluation tool, and will also review proposals for alignment with SB1383, AB 341, AB 1826, and other applicable legislation. HF&H will evaluate each proposer's ability to meet service specifications, including operational capacity, equipment, staffing, financial strength, and history of regulatory compliance.

Cost Proposal Review and Analysis (RFP Scope: 1.h.ii, 2.b.iii)

HF&H will review proposer cost forms and perform an analysis of service provider costs for mathematical accuracy and logical consistency. Clients are often surprised by how many proposals come in with substantial math or cell-reference errors. HF&H does an initial review of proposer costs to make sure that they were assembled completely and correctly and that we fully understand all assumptions. Once all the clarifications are received from proposers and any necessary mathematical or cell-reference corrections are made, as further described below, HF&H will prepare a high-level summary that compares cost proposals received.

Proposer Written Clarifications (RFP Scope: 1.h.ii, 2.b.iii)

The written clarification process provides the City and HF&H an important opportunity during the process reviewers have a different understanding of what is being conveyed or where we do not fully understand what is being proposed or where we will identify inconsistencies in assumptions or critical gaps or overlap. This process affords each proposer an opportunity to answer specific questions, resolve any inconsistencies across the proposal or the cost forms, or the proposal relative to the cost forms.

Following initial review of proposals and cost forms, HF&H will prepare written clarifications for proposers and invite the City to review the questions and add any that may have surfaced during the City review and manage and track proposer responses. Clients appreciate the neutrality of our oversight and benefit improved process transparency. During this process, it is important to note that proposers are not permitted to materially change their written proposal or make any changes to their assumptions or costs from their original submittal.

The importance of this process can be illustrated using a recent example from one of our competitive procurement projects with a local client. The cost forms revealed a discrepancy in the operating statistics related to the number of trucks and drivers we were seeing reflected



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in labor expenses and the vehicle depreciation schedule. Our client was also concerned about whether the proposer had enough trucks and routes. It was through this process that we were able to work with our client, and the proposer, to dig into their operating statistics, validate their assumptions, and ensure our client was getting what the ratepayers would be paying for and that there were indeed enough routes.

Annotation of Proposer Exceptions (RFP Scope: 1.d.ii, 2.a.i)

HF&H will review all the comments, proposed revisions, and “exceptions” taken to any provisions of the draft franchise agreement by proposers. HF&H will annotate each proposed change or comment with color coding and notes that indicate our recommendations to accept, reject, or discuss any proposed changes. HF&H will also prepare an “exceptions digest” that will be provided to the City and City attorney for review, alongside the annotated draft franchise agreement. HF&H will then meet with the City and City attorney to get aligned on the matters to be resolved during negotiations. For “exceptions,” we will indicate whether such “exceptions” are material or non-material. HF&H will provide the annotated document to the City to review in advance of the meeting.

Task 4.1: Key Deliverables:

- Proposal Evaluation Tool
- Proposal Evaluation Document
- Contract Exceptions Digest

Optional Supplement: In addition to the Cost Proposal Review and Analysis activities described above, HF&H has prepared an Optional Supplemental in Section 2.3, Task B to perform additional Rate Modeling and Impact Analysis if such activities are desired by the City.

Task 4.2: Evaluation Process Documentation

Proposal Evaluation Summary (RFP Scope: 1.h.ii, 2.b.iii)

HF&H will prepare a preliminary high-level summary of the completeness of each proposal and an evaluation of each proposal’s technical approach that would be supported by the data provided in the proposal evaluation tool. It is HF&H’s expectation that this preliminary evaluation memo may be used as preparatory content to guide discussions with the evaluation panel, City staff and/or the City Council. It has been HF&H’s experience that until the City and the evaluation panel complete their review and any additional rounds of clarification(s) and/or proposer interviews have occurred, the initial findings from this task may not be ready to serve as a stand-alone work product.

Process Transparency (RFP Scope: 1.h.ii, 2.b.iii)

Throughout the engagement, HF&H will document the process and the outcomes to ensure transparency and ensure procedural integrity that are related to the proposal evaluation criteria and methodology, and in evaluating and ranking proposals; however, such documentation may be limited to correspondence and document transmittals with the City. HF&H will prepare a high-level summary report that provides an overview of the competitive procurement process, service provider engagement efforts, the proposal evaluation criteria



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and methodology, completeness and technical review performed, cost proposal analysis, use of and outcomes from the proposal evaluation tool.

Task 4.2: Key Deliverables:

- Preliminary Proposal Evaluation Summary
- Process Integrity Summary

Optional Supplement: In addition to the Evaluation activities described above that will be performed by HF&H, we have also prepared an Optional Supplemental in Section 2.3, Task A for City Proposal Review and Evaluation Support that may be desirable for the City to consider.

Task 5: Negotiations, Contract Finalization, Presentations

HF&H is committed to performing the work necessary to lead and track negotiations, provide assistance to the City throughout negotiations, draft and revise provisions to reflect negotiated outcomes, facilitate the development of robust implementation exhibits, complete administrative review and agreement finalization, make presentation(s) to the City Council, and ensure the final agreement aligns with the City's goals and Council direction. In support of this work, HF&H will perform the following subtasks:

Task 5.1: Contract Negotiations

Facilitating Negotiation Meetings (RFP Scope: 2.a.i, 2.a.ii, 2.b.ii)

HF&H will organize, schedule, and attend negotiation meetings with the selected proposer. HF&H will develop the agendas, provide strategic recommendations to shape the unfolding of issues to be negotiated and agendaized, and be available for alignment pre-meetings with the City and post-meeting downloads in support of team alignment and efficient resolution of pending issues to drive beneficial outcomes for the City. HF&H will either prepare meeting notes or will use the track comments feature during negotiations to document issues that have been resolved or that are still pending. HF&H will track action items and ensure negotiations are timely advanced and documents that need to be provided or developed are submitted for review and/or approval.

Lead Negotiations (RFP Scope: 2.a.i, 2.a.ii, 2.b.i, 2.b.iii, 2.c.i, 2.c.ii, 1.g.i, 1.g.ii)

HF&H will lead negotiations with the selected proposer(s) and provide ongoing strategic contract negotiation assistance to the City throughout negotiations. HF&H expects to negotiate on material exceptions taken to the agreement, proposed costs, and details of the transition implementation plan from the selected proposer(s') proposal. HF&H expects to draft clarifying language relative to the new and modified services to be provided, customer rates based on the selected proposers(s) final negotiated cost, and other business terms that maximize the provision of services with the lowest risk and lowest overall cost. Additionally, HF&H will review, evaluate, and recommend revisions to the selected proposer's transition implementation plan, and schedule, to minimize any disruption in the provision of solid waste services throughout the transition period.

As mentioned in Task 2.5, the scope, complexity and duration of negotiations will be impacted by the City's desired approach to dealing with proposer exceptions. For the purposes of this



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proposal, our scope of work and proposed budget assume a mild to moderate level of effort relative to negotiating proposer exceptions. Accordingly, our scope of work and proposed budget assumes negotiations would commence with one service provider and include two in-person negotiation meetings that are two hours each and include one hour of pre- and post-meetings with the City to prepare for and debrief.

Drafting and Tracking Negotiated Outcomes (RFP Scope: 2.a.i, 2.a.ii, 2.b.i, 2.b.iii, 2.c.i, 2.c.ii)

HF&H will track and unfold issues during negotiation meetings, drafting new language in real-time during the meetings using the track changes feature to drive timely consensus. HF&H will document the basis and/or context for the changes, including any items that may be contingent on edits being made in another section or where parallel changes need to be made elsewhere in supplemental documents. HF&H does our best to maintain document quality throughout the process and we also recognize franchise agreements are an incredibly detailed, nuanced, and complicated set of documents that create long contractual arrangements that the City will ultimately be responsible for. For these reasons, and because fresh eyes often spot things that familiar eyes don't, we strongly recommend the final step before bringing the franchise agreement to the City Council to consider is for the City attorney and risk manager to complete a cover-to-cover review. HF&H will be available to the City attorney and/or risk manager during this process.

For the purposes of this proposal, our scope of work and proposed budget assumes most drafting will happen during negotiation meetings. HF&H will be available to offer support between each of the negotiation meetings to review specific sections or provisions requested by the City.

Task 5.1: Key Deliverables:

- Negotiation Meeting Agendas and Action Items
- Final Transition Implementation Plan
- Final Negotiated Franchise Agreement

Task 5.2: Presentations to City Council

City Council Reports (RFP Scope: 1.h.ii, 2.b.iii, 2.d.i, 2.d.ii)

The City can count on HF&H to lend support to the City in the preparation and/or review of staff reports and accompanying attachments that will be brought to the City Council related to this project. HF&H understands and appreciates solid waste and recycling procurement projects can be quite complicated and extensive, they are apt to receive a high level of scrutiny, and there is a great need for transparency throughout the process. We want to support a robust and seamless process. For the purposes of this proposal, we have anticipated reviewing and making comments and recommending changes for two staff reports to accompany the City's intention to bring this item to the City Council twice.

Presentation to City Council (RFP Scope 2.d.i, 2.d.ii)

The City can also rely on and trust that HF&H can serve as both a trusted advisor and a neutral third-party consultant in making presentations to the City Council related to this project. We

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understand the RFP indicated two presentations would be made to the City Council, one for the draft hauler agreement and one for the final hauler agreement. HF&H has found, however, that many of our public agency clients prefer to spread out the engagement of their elected bodies by bringing the full RFP solicitation package to their elected body for approval before release and then bringing the final negotiated agreement that is ready for execution. In addition to being a courtesy that can be readily afforded to the City Council, it also allows buy-in from the City Council on the process and also serves as another opportunity for early stakeholder engagement. If the City determines that bringing the final RFP solicitation package to the City Council for review and approval prior to issuance is more valuable than having HF&H involved in two City Council meetings near the end of the procurement process, HF&H would enthusiastically oblige by allocating the time and resources from this Task 5.3 to Task 3.3.

Task 5.2: Key Deliverables:

- Staff Reports and Attachments Review
- Presentations for City Council

SECTION 2.3 OPTIONAL SUPPLEMENTAL SERVICES

While not specifically requested in the RFP, the activities described in Section 2.3, included as alphanumeric tasks, can be provided if requested by the City, and as budget and the schedule reasonably permit.

Figure 3. Optional Supplemental Proposal Schedule

OPTIONAL SUPPLEMENTAL PROPOSAL SCHEDULE																			
Activity (Task and Subtask)		2026												2027					
		February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June	July
Task A:	City Proposal Review and Evaluation Support																		
A.1	Support City Evaluation Process																		
A.2	City Evaluation Process Documentation																		
Task B:	Benchmarking and Rate Impact Analysis																		
B.1	Benchmarking for Reasonableness																		
B.2	Rate Modeling and Impact Analysis																		

Task A: City Proposal Review and Evaluation Support

HF&H is committed to performing the work necessary to support the City in its process to conduct proposal reviews and evaluation, facilitate consensus discussions, support deliberations, and document the evaluation process to ensure procedural integrity.

If requested by the City, and as the budget and schedule reasonably permit, the activities described in this Optional Supplemental Task A would be performed in parallel with the activities described in Task 4 and before the activities in Task 5 were to begin.

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Task A.1: Support City Evaluation Process – Optional Supplemental

Support Proposal Evaluation by City (Optional Supplemental)

Under this subtask, HF&H would support the City in its process to evaluate proposals to ensure process and procedural integrity and support throughout the proposal evaluation process. HF&H support may include an overview of what to expect during proposal review and address frequently asked questions and explain the evaluation criteria and scoring framework. HF&H would be available to answer questions from reviewers as they arise throughout the review and evaluation process.

Conduct Proposer Interviews (Optional Supplemental)

Under this subtask, HF&H would be available to facilitate in-person interviews with each proposer at a reasonably convenient and accessible location selected by the City. It has been HF&H's experience that competitive procurements can benefit greatly from holding interviews after reviewers have completed their initial proposal evaluations and before deliberations begin. HF&H anticipates that up to four 60 minutes interviews could be conducted over a single day in addition to pre- and post- meetings with the evaluation panel to prepare for and debrief the interviews.

Support Consensus Discussions and Alignment (Optional Supplemental)

Under this subtask, HF&H could be available to convene up to four hours of consensus discussions and facilitate panel deliberations once the evaluation panel results have been compiled, and after proposer interviews have been completed, as applicable. The aim of these deliberations would be to facilitate consensus among the evaluation panel members in support of a recommendation on which proposer(s) to enter into negotiations with. Additionally, it is not uncommon for an evaluation committee to have an interest in conducting one or more negotiations sessions with more than one proposer to clarify exceptions and understand what the final agreement would look like before they complete their evaluation.

HF&H would facilitate as a neutral third-party guiding the discussions and asking questions to advance deliberations and answering questions for panelists. While it may be the case that reaching consensus proves easy and fast, it could also be the case that reaching consensus and/or arriving at the final recommendation may prove more difficult.

Task A.2: Present Evaluation Results – Optional Supplemental

Preparation of Summary Report (Optional Supplemental)

Under this subtask, HF&H would prepare a summary report for the City on the process and final recommendation of the proposal evaluation panel. HF&H would provide one iteration of the draft summary report for the City to review and provide one set of consolidated and non-conflicting comments back using the comments feature. HF&H would expect to meet once with the City after reviewing the City's comments and finalize the report.

Presentation of Results (Optional Supplemental)

Under this subtask, and working in collaboration with the City, HF&H would prepare a presentation summarizing the work described in this Optional Supplemental Task A and make



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up to two presentations to the City Council, advisory commissions, City staff or other interested stakeholders at the City's direction.

Task B: Benchmarking & Rate Impact Analysis

HF&H's knowledge of the California recycling and solid waste industry is unrivaled and so too is the quantity and quality of our data. Having been engaged in more than 600 contracting projects and thousands of cost of service and rate projects in California, we have developed an extensive database of industry operations and financial data from assessing current operations and evaluating proposals from most of the solid waste providers working in California. While other consultants speak of their "data collection and analysis" capabilities, the collection and use of data is an HF&H hallmark – a tool we use to ensure our clients receive the best match of services and costs. Using this data, HF&H has built a proprietary database of industry proposals and actual operating results that allows us to benchmark service provider costs to: 1) ensure our negotiations are leveraged by the best information available; and, 2) assure the elected officials and public that any proposals received and considered are responsible and adequately resourced to provide quality service.

If requested by the City, and as the budget and schedule reasonably permit:

- Activities described in Optional Supplemental Task B.1 would be performed in parallel with the activities described in Task 4 and before the activities in Task 5 were to begin.
- Activities described in Optional Supplemental Task B.2 would be performed after Task 2.1 was completed and before Task 5.2 were to begin.

Task B.1: Benchmarking for Reasonableness – Optional Supplemental

Benchmarking Cost Proposals (*Optional Supplemental*)

Under this subtask, HF&H would assess and evaluate the reasonableness of cost proposals beyond the review of costs for mathematical accuracy and logical consistency as described in Task 4.1. The purpose of this task is to review cost proposals in the context of other recent proposals in the region and/or provided by the same proposer, while also evaluating and comparing the operational assumptions on which the proposals were based. While any one overall cost proposal may be in line or appear (un)desirable, it may be based on faulty assumptions or operational impracticalities. This can also be an incredible useful tool to help the City, the City Council, and ratepayers understand why rates may be increasing following the competitive procurement process as it can help explain the incremental costs of new and/or expanded services and the impact of costs related to very real market adjustments that have occurred (e.g. new capital, the current labor market). This exercise can also be used to understand and then illustrate instances when the historical operating cost of providing services may have accelerated a pace that was higher than the compensation received by the service provider through rates (e.g. insurance costs, traffic impacts, tons and tip fees, etc.). When assessing reasonableness, HF&H relies on both the depth and breadth of our industry experience in California and our proprietary data and benchmarking tools.

Proposal for Solid Waste and Recycling Professional Services

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Task B.1: Rate Modeling & Impact Analysis – Optional Supplemental

Modeling Rate Increase Impacts (*Optional Supplemental*)

Under this subtask, HF&H would determine the immediate customer rate impacts using a couple of different methods, which may vary based on the data available from the current hauler. This would also serve to allow us to evaluate rate relationships if, for example, the City wanted to start charging for a service that was previously provided as a bundled service “at no additional charge” or where the City desired to add or remove certain service levels. Assuming we had access to financial and/or billing data to determine the actual revenue generated, service level and subscription data, and the current rates, HF&H can model rate impacts HF&H can develop rate modeling scenarios to evaluate short- and long-term impacts on customer rate structures under various service configurations, will compare cost implications of proposals to current rates, and will support City staff in presenting financial impacts to Council and stakeholders. This subtask would afford the City more autonomy in managing the short- and long-term rate impacts to customers and would also allow the City to explore using financial incentives to influence customer behavior to, for example, increase participation in recycling programs or reduce the frequency of collection to minimize traffic impacts.



Proposal for Solid Waste and Recycling Professional Services
Section 3. References

Section 3. References

This section presents HF&H’s comparable project experience, highlights the expertise of the proposed project team, and provides representative client references demonstrating our ability to successfully deliver the services requested by the City.

CENTRAL CONTRA COSTA SOLID WASTE AGENCY (CCCSWA) COMPREHENSIVE COMPETITIVE PROCUREMENTS (2024-2025)

David Krueger
Executive Director
(925) 906 1803
david@recyclesmart.org

Summary

Through careful planning, two competitive RFP packages, and strategic negotiations, HF&H helped secure four post-collection and one collection agreement that minimized rate impacts to rate payers and maximized the scope of services.

Scope of Engagement

The franchise agreement for collection and processing services between the Central Contra Costa Solid Waste Authority and their current service providers were set to expire in March 2027. The Authority wanted to alleviate several major service issues being experienced by customers and take advantage of the numerous service providers in their service region. The Authority decided to separate and stagger the competitive procurements for post-collection services and for collection services and the issuing of two separate competitive procurement packages. HF&H and Authority staff worked together to establish a set of programs that would improve the level of service and reduce the rate impact on customers. This process included several design intake meetings to discuss the Authority’s priorities for each post-collection provider and the collection service provider and a highly collaborative and iterative RFP drafting process and agreement drafting process.

Results

HF&H supported Authority staff with evaluating proposals for each RFP and led all aspects of concurrent negotiations with all five proposers for six different services to support a fully integrated solid waste system. HF&H performed extensive cost analysis and regional benchmarking to determine the reasonability of each proposer’s costs for the proposed service. HF&H led negotiations and drafted and carefully orchestrated all five agreements to provide high value for all the Authority’s customers for a reasonable cost. The collection and post-collection system of contractors ultimately provided ratepayers with the most value possible for a reasonable cost by increasing the level of competition and giving the Authority leverage in negotiations with multiple proposers.

Key Staff

Rob Hilton, Emily Hanson, Rachel Adell, Lauren Reagan, Danielle Derby



Proposal for Solid Waste and Recycling Professional Services

Section 3. References

CITY OF SAN LEANDRO COMPREHENSIVE PROCUREMENTS: COMPETITIVE (2023-24)

Janelle Cameron
City Manager
(510) 577-3390
jcameron@sanleandro.org

Summary

HF&H led two parallel competitive procurement processes to secure two post-collection and one collection agreements to enhance service, ensure regulatory compliance, and position the City for future legislative benefits.

Scope of Engagement

To ensure City of San Leandro (San Leandro) residents received high-quality, cost-effective, and environmentally responsible waste services beyond the expiration of the San Leandro's franchise agreement, HF&H led a strategic and transparent competitive procurement process to secure the next collection provider. San Leandro is host to two transfer and recycling facilities. With the support of HF&H, San Leandro was able to leverage their local infrastructure to enhance competition to drive down costs. HF&H's work prioritized the San Leandro's long-term service goals by designing tailored RFPs - one for sole-source collection and another for competitive post-collection services.

Results

The two competitive procurement processes resulted in three separate agreements with two companies for collection services, recyclables processing, and disposal and organics processing. HF&H supported San Leandro in facilitating informed decision-making through multiple Councilmember briefings, a seamless contractor transition, and optimized service outcomes. Each agreement was crafted to provide enhanced services, support San Leandro's compliance with current regulations including SB 1383 and provide transparency and flexibility and ensure ratepayers benefited from future legislation such as SB 54.

Key Staff

Rob Hilton, Peter Deibler, Felisia Castañeda

WEST CONTRA COSTA SOLID WASTE AUTHORITY SOLE SOURCE NEGOTIATIONS (2025)

Reka Abraham
Deputy Executive Director
(510) 390-1224
rekaa@recyclemore.com

Summary

HF&H was engaged to lead sole-source negotiations following an agency-led competitive procurement for post-collection services that yielded only one proposal, from the incumbent. HF&H delivered results despite the lack of competition.

Scope of Engagement

HF&H was engaged in early 2025 to support RecycleMore, the West Contra Costa Integrated Waste Management Agency (WCCIWMA) in sole source negotiations for post-collection services that were ending in June 2025. While it is not often the case that HF&H enters into



Proposal for Solid Waste and Recycling Professional Services

Section 3. References

an engagement after a competitive RFP process had begun, our engagement with WCCIWMA was one of these outliers. In late 2024, WCCIWMA developed and released an RFP package and received only one proposal, from the incumbent. The proposal included a redlined version of the draft agreement with hundreds of exceptions, entire sections stricken, and pricing that was more than double the then-current rates for the same services. At the time, WCCIWMA was also relying on an interim Executive Director, that did not have industry experience. HF&H was engaged to review the proposal, and the extensive edits and exceptions taken to the draft agreement and develop and execute a gameplan for sole-source negotiations with the incumbent service provider, and where the starting point was the incumbent's proposal rather than the incumbent's then-current service agreement and pricing.

Results

HF&H began negotiations assuming very few exceptions would even be considered without significant pricing reductions and where each exception taken offered an opportunity to incorporate important provisions that were absent from the original draft agreement released with the RFP. Concurrent with the start of the new WCCIWMA Executive Director's tenure, HF&H delivered a final draft agreement that included significantly more protection for WCCIWMA and its ratepayers than even the original draft agreement released with the RFP.

Key Staff

Emily Hanson, Lauren Reagan

Proposal for Solid Waste and Recycling Professional Services
Section 4. Level of Effort Estimate



Section 4. Level of Effort Estimate

HF&H has uploaded the required level-of-effort estimate to OpenGov as a separate file. This submission includes a detailed, itemized staffing breakdown in spreadsheet form, showing personnel classifications and estimated hours for each HF&H and subconsultant team member by task, in full compliance with the RFP instructions.

Proposal for Solid Waste and Recycling Professional Services
Section 5. Resumes



Section 5. Resumes

HF&H has included resumes of key professional personnel in [Attachment A](#).

Proposal for Solid Waste and Recycling Professional Services
Section 6. Pricing Proposal



Section 6. Pricing Proposal

HF&H has uploaded the required Pricing Proposal to OpenGov as a separate file, which identifies a not-to-exceed price for the provision of all Services under the PSA. The Pricing Proposal complies with the following requirements:

- a. **PRICING PROPOSAL.** A not-to-exceed dollar amount for all basic services required under the PSA, based on the parameters set forth in this RFP and the PSA are included.
- b. **REIMBURSABLE EXPENSES.** All reimbursable expenses are included in the not-to-exceed proposed price.
- c. **ADDITIONAL SERVICES.** Billing rates for additional services are included.
- d. **OVERTIME.** Overtime is included in our not-to-exceed proposed price.
- e. **TRAVEL.** Travel time is included in our not-to-exceed proposed price.
- f. **SIGNATURE.** The handwritten or electronic signature of HF&H.

Proposal for Solid Waste and Recycling Professional Services
Section 7. Prior Litigation and Claims



Section 7. Prior Litigation and Claims

HF&H has no litigation claims threatened or filed, filed and/or settled, or pending litigation against our organization in the last five (5) years. Therefore, we have no description nor outcomes of any such matters.

HF&H has completed all work awarded and has never had a contract or other engagement terminated for cause. We have had clients that have discontinued advancement of the work being undertaken, as differentiated from discontinuing the work being performed by HF&H, as a result of changes in the direction of their elected body or because of significant changes in law.

Proposal for Solid Waste and Recycling Professional Services
Section 8. Financial and Related Information



Section 8. Financial and Related Information

8.1 FINANCIAL QUALIFICATIONS

HF&H has been in business since 1989. We have had a steady increase in revenues since our inception more than 30 years ago. Through our offices in Walnut Creek and Newport Beach California, HF&H employs more than 40 professional consultants. HF&H has not filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, nor have we undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. HF&H understands that, if selected, the City may request reviewed financial statements for the last 3 fiscal years. HF&H is a privately held company whose financial statements are confidential and not available upon request by public agencies; however, HF&H is able to meet this requirement through our Certified Professional Accountancy or financial institution attesting and verifying the firm has been financially sound throughout its more than 30-year history. Where other public agencies have requested this information, they have been satisfied with this approach, and our financial health has been easily verified.

8.2 INSURANCE BROKER LETTER

HF&H has provided a letter in [Attachment B](#) from its insurance broker attesting to the willingness to provide the required insurance coverages described in the Professional Services Agreement.

Proposal for Solid Waste and Recycling Professional Services
 Section 9. Discretionary Supplemental Materials



Section 9. Discretionary Supplemental Materials

In accordance with the Request for Proposals, HF&H has included the following discretionary supplemental materials to further enhance the City's understanding of our qualifications, experience, and approach to the requested services. These materials provide relevant context regarding HF&H's regulatory expertise, public-agency-focused practice, and technical capabilities, and demonstrate how our experience directly informs procurement strategy, service planning, and project execution for the City. All materials are directly applicable to the Services for this Project and are provided to improve the overall quality and clarity of HF&H's Proposal.

FIRM QUALIFICATIONS AND COMMITMENT

HF&H's professional and technical background, deep subject-matter expertise, and unwavering commitment to exclusively serve public agencies make us exceptionally well-suited to provide the services requested by the City. HF&H has sufficient resources and capacity to perform the proposed services and looks forward to the opportunity to expand the scope of services provided to the City.

The information below presents HF&H's experience and qualifications organized in alignment with Request for Proposals No. 26-032.

A. Organization

Firm Background

Founded in 1989, HF&H is a management consulting firm specializing in tailored solutions for local governments in two core practice areas:

- Recycling and solid waste services
- Water, wastewater, and stormwater services

HF&H is a mission-driven organization focused on delivering environmentally, economically, and socially responsible consulting services to support our clients' vision of a sustainable future. Throughout our more than 30-year history, HF&H has remained steadfast in its commitment to integrity, quality, and exceptional client service. As a result, HF&H is widely recognized as a trusted leader among California municipal agencies.

Why Public Agencies Choose HF&H

Public agencies select HF&H for several key reasons:

Recognized Leadership: Industry-leading experts with deep technical and regulatory knowledge

Customized Approach: Analytical models and solutions tailored to each client's unique needs

Objective Solutions: Independent, fact-based recommendations



Proposal for Solid Waste and Recycling Professional Services

Section 9. Discretionary Supplemental Materials

Thorough Analysis: Detailed and defensible evaluations supporting clear conclusions

High-Quality Service: Responsive communication, adherence to schedules, and high-quality work products

Leadership and Staffing

HF&H is led by three partners, Rob Hilton, Laith Ezzet, and Rick Simonson, and supported by 38 additional solid waste professionals with experience on both the public agency and contractor sides of the industry. Partners and senior managers each bring between 15 and 35 years of direct industry and consulting experience.

HF&H prioritizes professionalism, reliability, and integrity. We recruit and retain highly skilled professionals with strong productivity, engagement, and subject-matter expertise. Independent client satisfaction surveys indicate that 97 percent of respondents agree that HF&H staff are professional, experienced, and well qualified.

HF&H staff also hold professional licensure and certifications, including Professional Engineers (PE), Certified Public Accountants (CPA), Certified Management Consultants (CMC), and Project Management Professionals (PMP). HF&H actively supports ongoing professional development through training, certifications, and industry participation.

B. Experience

HF&H has supported competitive procurement processes for more than 35 years. Each professional proposed to lead and manage this project brings over 20 years of experience overseeing all aspects of procurement engagements. For the City of Benicia, the proposed project team collectively offers more than 100 years of industry experience.

HF&H works exclusively for public agencies on solid waste matters. Additional detail regarding this focus is provided in the Public Agency Experience section below.

C. Public Agency Experience

HF&H has never worked for private solid waste service providers. This strict standard ensures that our work is free from real or perceived conflicts of interest when facilitating competitive procurements. In contrast, consultant relationships with proposers are frequently cited as grounds for protest in procurement processes. HF&H's exclusive public-agency focus preserves process integrity and client confidence.

D. HF&H Solid Waste Service Offerings

HF&H provides an unmatched level of dedication to public service by exclusively serving governmental agencies and approaching all clients as long-term partners. As municipal needs evolve and regulatory requirements expand, HF&H continues to broaden and deepen its service offerings.

HF&H service teams are intentionally assembled to reflect diverse educational backgrounds and professional experience, enabling balanced perspectives and collaborative delivery. While

Proposal for Solid Waste and Recycling Professional Services
Section 9. Discretionary Supplemental Materials



most services fall within six core categories, HF&H designs teams to function flexibly across service areas.

Service Categories

Figure 4. Service Categories



1. Contract Services

Contract procurement has been the cornerstone of HF&H’s practice for more than 35 years and represents approximately half of our annual work. HF&H supports a full range of procurement methods, including RFQs/RFPs, sole-source negotiations, parallel negotiations, public-private partnerships, and contract amendments or extensions. This breadth of experience provides clients with insights into market trends and conditions unmatched by competitors.

2. Contract Management

HF&H provides both one-time and ongoing contract management services, including implementation support and regulatory compliance. Our customized monitoring systems ensure agreements remain on track, deliver full value to ratepayers, and adapt to evolving regulations. HF&H frequently serves as an extension of client staff, supplementing internal capacity as needed.

3. Diversion Services

Since 1989, HF&H has helped design and implement waste reduction, recycling, and organics programs that have diverted millions of tons of material from landfills. HF&H has supported jurisdictions in achieving AB 939 goals, advancing Zero Waste initiatives, and adapting to increasingly stringent regulations through proactive program design and phased implementation.

4. Rate Services

HF&H is widely regarded as a leader in solid waste ratemaking in California. Our Rates Team evaluates all financial aspects of solid waste systems to assess the reasonableness of hauler compensation and customer rates. HF&H has reviewed thousands of rate applications and routinely identifies errors, ineligible costs, or unsupported adjustment requests.

5. Audit Services

HF&H has conducted financial, operational, data, and field audits since our founding. Our Audit Team has reviewed records for approximately 100 hauling companies on behalf of public agencies, helping clients recover significant sums while ensuring compliance and transparency.

Proposal for Solid Waste and Recycling Professional Services
Section 9. Discretionary Supplemental Materials



6. Municipal Services

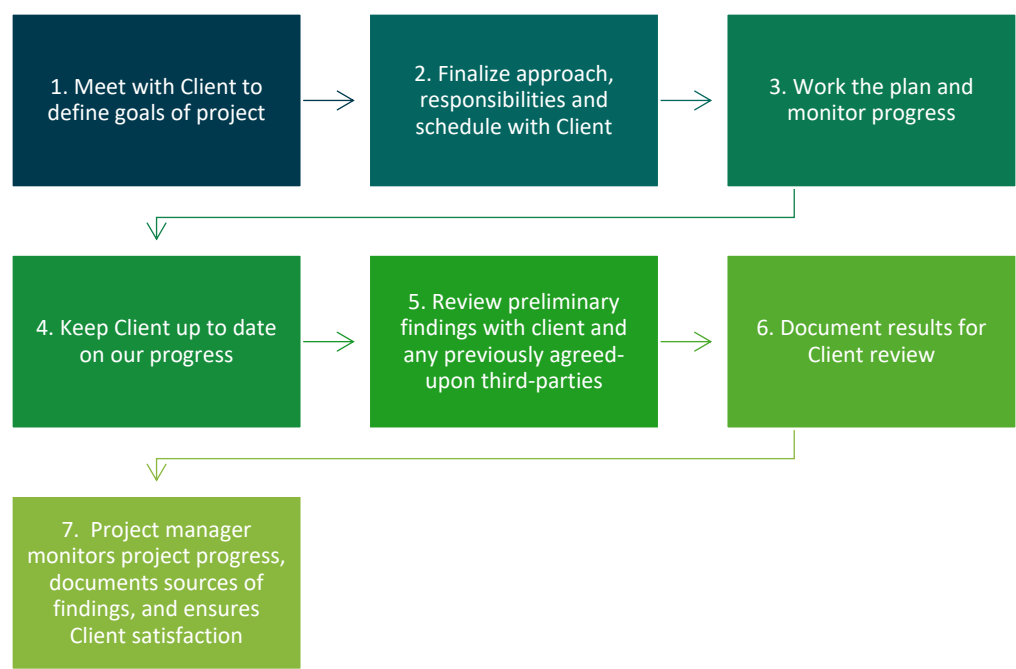
HF&H also provides specialized services to address emerging municipal needs, including funding strategies, grant support, vehicle impact studies, enterprise reimbursement analyses, and bond studies.

E. Systematic Approach to Project Management and Quality Assurance

HF&H employs a client-interactive management consulting methodology tailored to each engagement. This approach ensures alignment with organizational goals, clear communication, and defensible recommendations. The methodology emphasizes close collaboration, qualified staffing, detailed work planning, and rigorous quality control.

- Seven-Step Consulting Methodology

Figure 5. Seven-Step Methodology Overview



- Definition of Goals and Objectives
- Approach, Roles, and Schedule Development
- Detailed Work Plans and Budgeting
- Information Gathering and Fact-Finding
- Analysis, Evaluation, and Recommendations
- Reporting and Presentation
- Monitoring, Quality Assurance, and Progress Reporting



Proposal for Solid Waste and Recycling Professional Services

Section 9. Discretionary Supplemental Materials

HF&H's project management systems integrate scheduling, budgeting, timekeeping, and invoicing to provide real-time oversight. Engagement managers monitor progress continuously, allowing issues to be identified and addressed promptly.

Quality assurance is shared among HF&H consultants, engagement managers, and client staff. This collaborative review process ensures accuracy, clarity, and relevance throughout the engagement lifecycle.

F. Commitment of Staff Resources

HF&H prioritizes delivering exceptional value through focused, attentive staffing and sustainable workloads. Unlike firms that require excessive utilization rates, HF&H maintains manageable workloads to ensure staff availability, responsiveness, and quality outcomes.

Workloads are monitored through proactive planning, weekly updates, and long-range forecasting. Before accepting new assignments, HF&H evaluates staff capacity to ensure existing clients continue to receive dedicated attention. This people-first approach enables HF&H to maintain service quality, support staff wellbeing, and consistently meet client expectations.

SUPPLEMENTAL MATERIALS

HF&H has included an SB 1383 Compliance Experience Summary in [Attachment C](#) to provide additional context regarding our regulatory expertise and how that experience directly informs procurement strategy and service planning for the City.

Proposal for Solid Waste and Recycling Professional Services
Section 11. Miscellaneous Procedures



Section 11. Miscellaneous Procedures

HF&H Consultants, LLC is organized as a California Limited Liability Company, not a partnership or a corporation. Accordingly, the signature requirements described for partnerships and corporations do not apply to our firm. For LLCs, proposals are customarily executed by an authorized signatory of the company. Rob Hilton, President, is authorized to execute documents and provide the required signature on behalf of HF&H.

HF&H acknowledges and accepts the City's right to contact any or all client references listed in our proposal. Submission of this proposal constitutes HF&H's full consent for the City to perform reference checks and to reasonably investigate any information we have provided. We welcome this review and are confident our past performance will demonstrate the quality and reliability of our services.

HF&H acknowledges that all proposal materials and accompanying documentation submitted in response to this RFP become the property of the City upon submission and, except as otherwise stated in the RFP, will not be returned. HF&H understands and accepts these terms.



ATTACHMENT A

Staff Resumes





ROB HILTON

PRESIDENT



Range of Experience

Since 2002, Mr. Hilton has provided recycling and solid waste consulting services to over 150 public agencies in over 475 projects covering a wide range of strategic, operational, programmatic, contractual, and financial issues. Rob leads HF&H's diverse team of over 30 professionals with expertise ranging from engineering to accounting to public policy and law in support of our clients' ratepayer protection and sustainability goals. Most of Rob's time on client projects is focused on strategic planning, contract negotiation, management and performance reviews, and policy development.

EXPERIENCE

Years of Experience: 22
 Clients: 147
 Engagements: 623
 Articles and Speeches: 35

EDUCATION AND CERTIFICATIONS

B.A., Political Science and
 Public Administration, UC
 Davis

Zero Waste Principals and
 Practices, CRRA and SWANA
 Joint Certification

PROFESSIONAL LICENSE

Certified Management
 Consultant (CMC), Institute of
 Management Consultants USA

HISTORY

HF&H Consultants, LLC:
 2002 to present

ORGANIZATIONS

Past President, California
 Resource Recovery
 Association (CRRA)

Faculty, Solid Waste
 Association of North America
 (SWANA)

Institute of Management
 Consultants (IMC)

Expertise

- SB 1383 Compliance
- Franchise Negotiations
- Rate Structure Design
- High Diversion and Zero Waste Plans
- Strategic Planning
- Stakeholder Engagement
- Policies and Municipal Codes
- JPA Formation and Management

Recent Results

- **RecycleSmart.** Mr. Hilton has worked on 23 different projects for the Central Contra Costa Solid Waste Authority (RecycleSmart) with a wide range of efforts from: training new Authority staff on AB 939 reporting in 2006; to designing and negotiating compensation for the original commercial food waste to EBMUD program in 2008; to drafting the franchise and disposal agreements for the 2015-2025 franchises; to leading the development of the SB 1383 plan for the Authority in 2017 to 2021.
- **West Valley Solid Waste Management Authority.** Mr. Hilton serves as Executive Director of this Santa Clara County Joint Powers Authority, representing Saratoga, Los Gatos, Campbell, and Monte Sereno. He oversees contractor agreements for waste services, addresses customer concerns, leads public education campaigns, ensures regulatory compliance, manages daily operations and Board meetings, and partners with the Board Chair to implement strategic priorities.
- **San Luis Obispo Integrated Waste Management Authority.** Since 2019, Mr. Hilton has supported the JPA's reform after its former Executive Director was dismissed. He helped define the mission, vision, and strategic plan, and assisted with SB 1383 planning and funding for 35+ member agencies. When the County exited over policy differences, HF&H negotiated an MOU to maintain services without imposing JPA policies. HF&H is now reviewing operations to guide staffing needs aligned with the strategic plan.



EMILY E. HANSON, J.D.

SENIOR PROJECT MANAGER



Range of Experience

Emily Hanson is a highly respected and talented executive with nearly 25 years of leadership, business development, and communications experience working for privately owned, non-profit, and technology start-up companies in the fields of recycling and waste diversion, alternative energy, climate mitigation, and resource conservation. Emily has negotiated more than 50 solid waste related contracts, made presentations and/or provided public testimony to 100+ jurisdictions and multiple regulatory agencies in California, and has proven herself as an accomplished and influential leader in the waste sector.

Since 2008, Emily has been deeply involved in the solid waste sector in California and beyond; she is uniquely positioned to evaluate and assess privately provided waste-related services to ensure the public interest is best represented and protected throughout client engagements. Emily led all aspects of business development for one of the largest private solid waste haulers in California, gaining both breadth and depth in all aspects of the company's collection and processing operations and contracts. Immediately prior to joining HF&H, she was recruited and served as Municipal Business Development Lead for a climate forward technology start-up combating methane emissions from discarding food in landfills.

Emily is widely recognized as a talented public speaker, successful and balanced contract negotiator, and foremost expert on most aspects of the waste industry. Her systems-level understanding of the industry supports her drive to identify and solve overlooked opportunities, often saving jurisdictions money while protecting the public interest. One of Emily's most recent and widely acknowledged accomplishments was independently visioning and designing systems around transparency and accountability to municipalities in reporting diversion and disposal across the state, specifically to resolve and daylight discrepancies between franchisee reports to jurisdictions and the State of California's Recycling and Disposal Reporting System (RDRS).

EXPERIENCE

Years of Experience: 25

Clients: 30+

Engagements: 100+

EDUCATION

J.D., Santa Clara University
School of Law

Certificate B.A., Politics and
Environmental Studies, UC
Santa Cruz

HISTORY

HF&H Consultants, LLC:
2023 to present

Mill Industries, LLC:
2022 to 2023

GreenWaste Recovery, Inc:
2008 to 2022

Habitat for Humanity:
2007 to 2008

Resource Conservation District of
Monterey County:
2001 to 2008

PROFESSIONAL APPOINTMENTS

Human Services Commission,
Santa Cruz County

Expertise

- Franchise Procurements
- Solid Waste Operations
- Contract Negotiations
- Facility Development and Expansion
- Service Implementation
- Legal and Administrative Opinions
- Performance Reviews
- Policies and Municipal Code
- Regulatory Compliance

Current Engagements





RACHEL ADELL

SENIOR ASSOCIATE



Range of Experience

Rachel Adell is part of the diversion and contract services team and is a key team member in our contract and agreement writing projects. Her extensive contract writing and negotiations experience includes the County of San Bernardino franchise agreements, with five haulers across twenty franchise zones, City of Ridgecrest collection agreement, Merced County franchise agreements, Central Contra Costa County Waste Management Authority collection, transfer, disposal, and processing agreements, and the City of Oceanside collection agreement.

Rachel's diversion and compliance projects include the City of Carlsbad's Sustainable Materials Management Plan, the City of Oceanside Zero Waste plan update, the City of Encinitas' SB 1383 enforcement program, and Merced County Regional Waste Authority SB 1383 action plans. Finally, Rachel has aided in efforts for the MCRWMA, City of San Diego, County of San Bernardino, and County of Santa Barbara on facility and infrastructure projects.

Prior to HF&H, Rachel earned her master's degree and worked at the City of Glendale as a Recycling Program Assistant.

Expertise

- SB 1383 Compliance
- Facilities Assessment
- Contracts and Agreements
- Strategic Program Planning
- Procurements

Recent Results

- **City of Carlsbad.** C&D Permitted Hauler Process & Programs
- **Merced County.** Franchise Agreement Negotiations
- **City of San Diego.** Resource Recovery Facility
- **Central Contra Costa Solid Waste Authority.** Collection and Processing Agreements

EXPERIENCE

Years of Experience: 10
Clients: 35
Articles and Speeches: 70

EDUCATION

B.A. Humanities, Science and Environment, Virginia Tech (Cum Laude)

M.Sc. Environmental Policy and Management, Lund University, Sweden (with distinction)

Certificate Business Contract Law, Cornell University

HISTORY

HF&H Consultants, LLC:
2019 to present

City of Glendale: Recycling Program
2015 to 2018

City of Los Angeles:
2017 to 2018

ORGANIZATIONS

California Resource Recovery Association, Board Member



LAUREN REAGAN

ASSOCIATE ANALYST



Range of Experience

Lauren Reagan provides support in our Diversion and Contract Services Team as an Associate Analyst. Lauren specializes in drafting and editing contracts and agreements throughout the negotiation process, including Central Contra Costa's five post-collection agreements; the City of Livermore's disposal agreement; the City of Dublin's amended & restated collection agreement, organics & disposal agreement, and recycling agreement; the County of Santa Barbara's post-collection agreement, and the City of Pleasanton's recycling agreement.

Lauren has also provided support in a cost-of-service study and rate application for Stanford, as well as a waste audit to track diversion efficacy and goals for the City of Sunnyvale.

Prior to joining HF&H, Lauren worked at real estate defense litigation firm as a litigation paralegal where she assisted the managing attorney and supervised other legal assistants. Throughout her time in the legal field, Lauren performed research, drafted pleadings and correspondence, reviewed document productions, and conducted extensive editing and proofreading. Lauren also completed a Bachelor of Arts degree in English at Fordham University in New York. Her legal experience and educational background allow her to support clients by ensuring clarity and accuracy in language to produce high quality work products.

EXPERIENCE

Years of Experience: 4

Clients: 4

Past Engagements: 8

EDUCATION AND CERTIFICATIONS

B.A., English and American Studies, Fordham University, New York, NY

Zero Waste Principles and Practices, Joint Certification by California Resource Recovery Association and Solid Waste Association of North America

HISTORY

HF&H Consultants, LLC:
2024 to present

Rossi Domingue LLP:
2022 to 2023

Fragomen, Del Rey, Bernsen & Loewy LLP:
2021 to 2022

ORGANIZATIONS

California Resource Recovery Association

Expertise

- Contracts and Agreements
- Procurements

Recent Results

- **Central Contra Costa Solid Waste Authority.** Collection and Processing Agreements
- **City of Livermore.** Disposal Agreement
- **City of Dublin.** Amended & Restated Collection Agreement, Organics & Disposal Agreement, Recycling Agreement
- **Stanford University.** Cost of Service Study, Rate Application
- **City of Sunnyvale.** Waste Audit



RICK SIMONSON

SENIOR VICE PRESIDENT



Range of Experience

Rick Simonson has over 24 years of utility rate setting experience with HF&H and has performed over 100 financial planning and rate studies for water, wastewater, and solid waste clients, including rate design, billing audits, rate revenue audits, and franchise fee audits. He brings a depth of knowledge and expertise in Propositions 218 and 26 compliance, rate structure design, and a strong financial modeling background.

Expertise

- Rates and Charges
- General Fund Reimbursements
- Development Impact Fees
- Proposition 218 Compliance

Recent Results

- **City of Livermore.** Litigation support, 2024 Utility General Fund Reimbursement Analysis.
- **City of San Jose.** 2024 rate adjustment calculation and revenue audits.
- **City of Berkeley.** 2024 cost-of-service Proposition 218-compliant solid waste rate setting.
- **City of San Mateo.** Developed five-year financial planning model and cost-of-service solid waste rates in 2022 through 2024, including Proposition 26 and Proposition 218-compliant City fees. Currently updating for 2025.
- **Castro Valley Sanitary District.** 2020 through 2024 solid waste rate Proposition 218-compliant rate setting.
- **City of Oakland.** 2021 through 2024 solid waste rate setting, employing the Refuse Rate Index methodology.

Speaking Engagements

- "A Holistic Approach to Stormwater Funding: Understanding the Nexus Between Solid Waste and Stormwater," SWANA Western Regional Symposium, April 2019
- Presenter/Moderator, HF&H/CalRecycle High Diversion Rates & Compensation Workshops, October 2013 (Oakland), November 2013 (Lakewood), and December 2013 (Sacramento)
- "Accurate Solid Waste Rate Comparisons," SWANA Western Regional Symposium, May 2005
- "Annual Solid Waste Rate Adjustments: Index Method or Cost-of-Service Method?" SWANA Western Regional Symposium, May 2004

EXPERIENCE

Years of Experience: 24
Clients: 169
Engagements: 554
Articles and Speeches: 4

EDUCATION

B.S., Business Administration,
Accountancy, California State
University at Sacramento

B.A., Communication Studies,
Media Production, California
State University at
Sacramento

HISTORY

HF&H Consultants, LLC:
2000 to present

Contra Costa County Assessor's
Office: Auditor/Appraiser
1996 to 2000

Laidlaw Transit: Staff Accountant
1995 to 1997

ORGANIZATIONS

Institute of Management
Consultants

American Water Works
Association

Water Environment
Federation



DANIELLE DERBY

SENIOR ASSOCIATE



Range of Experience

Danielle Derby specializes in providing rate and audit services within our solid waste and recycling practice. She has experience reviewing costs for programs and services that comply with SB 1383 regulations, performing index, cost-based, and special rate reviews for solid waste rate adjustment, and performing compliance reviews. Her expertise lies in executing cost of service studies for jurisdictions looking to enact solid waste rates that are compliant with Proposition 218, which requires extensive data gathering, financial modeling, and communication with stakeholders. Danielle also works with the contract services side of HF&H by assisting with solid waste procurements. Her work ranges from evaluating proposer cost forms; benchmarking proposed programs, comparing operating statistics and rates; and supporting negotiations. Prior to joining HF&H, Danielle worked as an auditor at PricewaterhouseCoopers.

Annually, Danielle assists multiple jurisdictions with their rate setting adjustment application review and calculation. Currently, she is assisting the City of San Jose with its annual commercial rate adjustment and the City of Livermore with its cost-based rate adjustment by comparing contractor's rate applications to the applicable methodologies within their respective franchise agreements. In the coming months, Danielle will continue to support the City of Sunnyvale with its annual contractor's compensation adjustment which requires detailed reconciliation and projection of various expense categories. Danielle has assisted the City of Oakland with its annual rate setting for the past 4 years and plans to assist the City once again in March.

EXPERIENCE

Years of Experience: 9

Clients: 84

Engagements: 192

EDUCATION AND CERTIFICATIONS

B.S., Accounting, Saint Mary's College, Moraga

Certified Public Accountant

License Number: 138309

HISTORY

HF&H Consultants, LLC: 2019 to present

PricewaterhouseCoopers: 2016 to 2019

PRESENTATIONS

Solid Waste Association of North America (SWANA) Webinar: Commodity Market Trends (2022)

CalRecycle Zone Works: Commodity Markets & Influences (2022)

Expertise

- Financial modeling/assurance for cost-of-service rate structures
- Data gathering and detailed support validation
- Cost review and compliance for franchise agreements
- Annual index or cost-based rate reviews

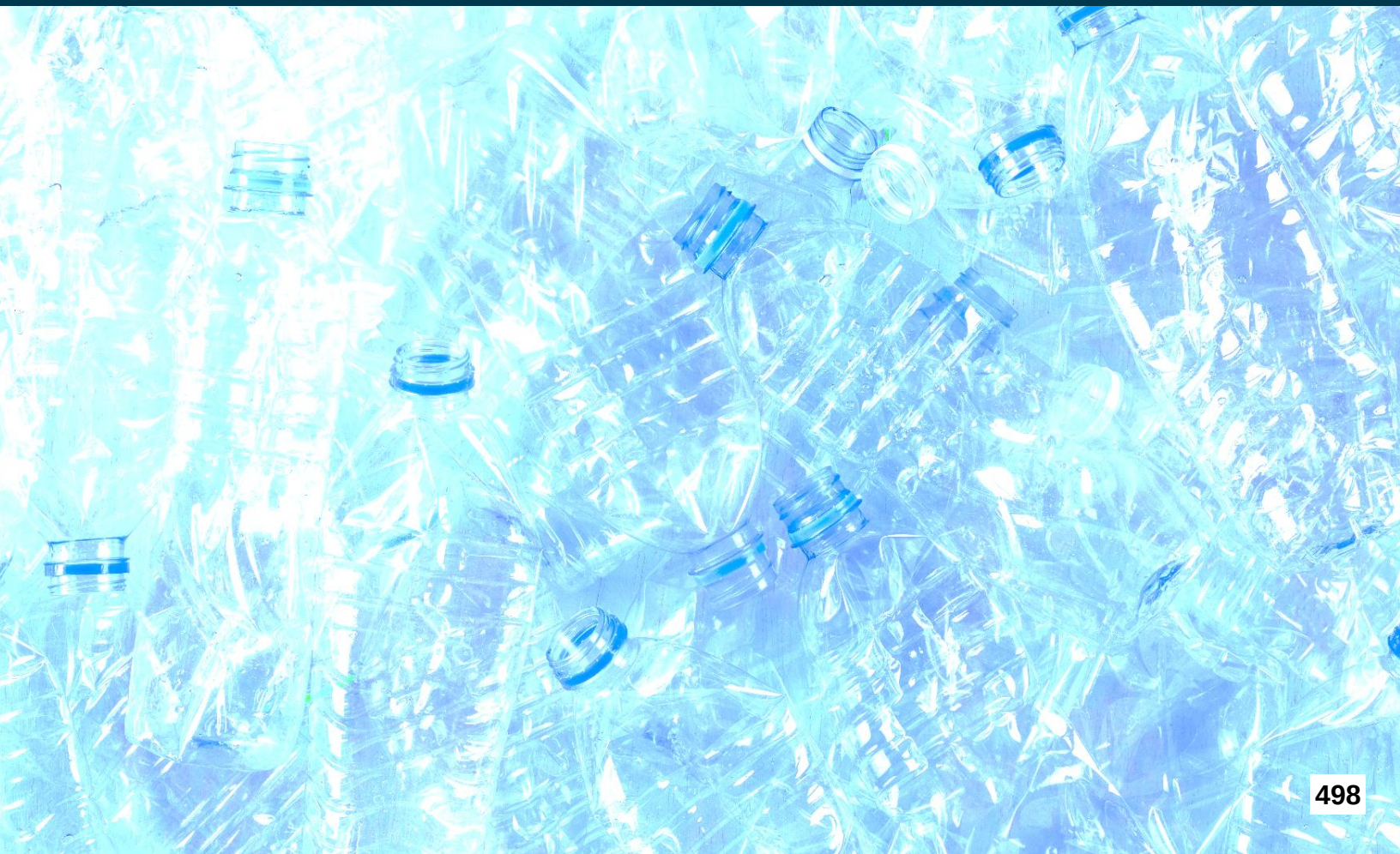
Recent Results

- **City of Oakland.** Annual Solid Waste Rate Setting
- **City of San Jose.** Annual Commercial Rate Setting
- **City of Sunnyvale.** Annual Contractor



ATTACHMENT B

Insurance Letter





January 13, 2026

To: City of Benicia

RE: **HF&H Consultants, LLC**

This letter is to attest and confirm our willingness to provide the required insurance coverages described in the Professional Services Agreement of which we have received a sample attached here, in conjunction with the proposal submitted by our client.

Sincerely,

Edwin Minassian

Edwin Minassian
Account Executive
Granite Insurance Brokers

Granite Professional Insurance Brokers, Inc
360 Lindbergh Ave., Livermore, Ca 94551
Phone: 925-462-8400 Fax: 925-462-8888
License #OC41366 www.graniteins.com & www.EcompNow.com



ATTACHMENT C

SB 1383 Compliance Experience



ATTACHMENT C:

SB 1383 STATEMENT OF QUALIFICATIONS

SB 1383 regulations require compliance with a broad range of organics management planning, monitoring, and compliance activities. The requirements of SB 1383 became effective January 1, 2022, and since 2018 HF&H has assisted dozens of California jurisdictions in planning to meet this challenge.

Building on four regional SB 1383 educational workshops hosted by HF&H in 2018 and 2019 for local governments, development of four Model SB 1383 Implementation Tools for CalRecycle, and performance of dozens of SB 1383 projects for jurisdictions across the state, HF&H developed and refined several tools to help our clients plan for SB 1383 compliance, identify program gaps, provide for food recovery programs, identify processing capacity, negotiate contractor roles in implementation and compliance, and draft or amend franchise agreements and ordinances. HF&H has assisted, and continues to assist, numerous clients to navigate the various aspects of SB 1383 compliance, including providing organics capacity, edible food recovery, reporting, generator compliance, and procurement. See the following table for a summary of HF&H's SB 1383 experience, followed by brief descriptions of the projects grouped as: 1) SB 1383 Program Planning; 2) Franchises, Negotiations, Ordinances, Cost and Funding Analyses; and, 3) SB 1383 implementation. SB 1383 Program Planning project descriptions begin on page 3; Franchises, Negotiations, Ordinances, Cost and Funding Analysis project descriptions begin on page 6; and, SB 1383 Implementation project descriptions begin on page 10.

Jurisdiction	SB 1383 Program Planning		Franchises, Negotiation, Ordinances, Cost Analysis, Funding		SB 1383 Implementation					
	Compliance Assessments	Compliance Planning	Franchise Development, Negotiations	Ordinance Development or Revisions	Cost Analysis/Funding	Capacity Planning	Edible Food Recovery	Reporting	Generator Compliance	Product Procurement
Alameda		X	X	X	X					
Albany	X	X	X		X					
Alhambra		X	X							
Aliso Viejo	X	X	X		X					
Anaheim	X	X	X	X						
Bakersfield			X	X						
Bell Gardens	X	X	X	X		X	X	X	X	X
Beverly Hills	X	X	X	X	X					
Brea	X		X							
CalRecycle			X	X						
Carlsbad	X	X	X	X	X	X	X	X	X	X
CCCSWA (6 agencies)	X	X		X	X					
Chino Hills			X							
Cupertino	X	X	X		X					
Dublin	X	X	X	X	X					
El Centro			X		X					
El Monte	X	X	X							
Elk Grove	X	X	X		X	X				
Encinitas	X	X			X					
Fullerton	X		X							
Garden Grove	X	X	X	X		X	X	X	X	X

ATTACHMENT C:

SB 1383 STATEMENT OF QUALIFICATIONS

Jurisdiction	SB 1383 Program Planning		Franchises, Negotiation, Ordinances, Cost Analysis, Funding		SB 1383 Implementation					
	Compliance Assessments	Compliance Planning	Franchise Development, Negotiations	Ordinance Development or Revisions	Cost Analysis/Funding	Capacity Planning	Edible Food Recovery	Reporting	Generator Compliance	Product Procurement
Gardena	X	X	X	X		X	X	X	X	X
Hawthorne				X						
Huntington Beach			X							
Inglewood		X	X	X		X		X		
Kern County	X	X	X	X	X	X				
Lawndale			X	X		X		X	X	
Livermore	X	X	X							
Manhattan Beach	X		X							
MCRWMA (7 agencies)	X	X			X	X				
Merced County	X	X	X			X	X			X
MRWMD (9 agencies)	X	X	X	X	X					
Nevada County			X		X					
Oceanside	X	X	X	X	X	X				
Orange County	X	X	X		X	X				
Palm Desert	X		X	X				X	X	
Placentia	X		X	X						
Pleasanton	X	X	X	X	X			X		X
RWMA Yuba Sutter (6 agencies)	X	X								
Redondo Beach			X							
Sacramento			X							
San Bernardino County		X			X	X				
San Diego County		X	X	X		X				
San José	X	X	X	X	X			X		X
San Leandro		X						X	X	
San Ramon	X		X							
Santa Ana			X							
Santa Barbara County		X	X							
Santa Cruz County	X	X	X	X	X	X				
Santa Maria	X	X			X					
SBWMA (12 agencies)	X	X	X		X					
Seal Beach			X							
SLOIWMA (7 agencies, 32 CSDs)	X	X	X	X						X
South Gate	X	X	X							
Stanislaus County			X	X	X					
Stockton		X	X	X	X	X	X	X	X	
Sunnyvale	X	X	X	X	X	X				
Taft	X		X	X						
Vacaville	X	X	X	X	X					
Watsonville	X	X			X					

ATTACHMENT C:

SB 1383 STATEMENT OF QUALIFICATIONS

Jurisdiction	SB 1383 Program Planning		Franchises, Negotiation, Ordinances, Cost Analysis, Funding		SB 1383 Implementation					
	Compliance Assessments	Compliance Planning	Franchise Development, Negotiations	Ordinance Development or Revisions	Cost Analysis/Funding	Capacity Planning	Edible Food Recovery	Reporting	Generator Compliance	Product Procurement
WVSWMA (4 agencies)	X	X	X	X	X	X				
Yorba Linda	X		X				X	X	X	
Yuba City	X	X	X							

SB 1383 Program Planning

- Anaheim – The City of Anaheim engaged HF&H Consultants to identify program gaps to be addressed for SB 1383 compliance, including updates for the franchise agreement and municipal code.
- Bell Gardens – The City of Bell Gardens planned for SB 1383 implementation with HF&H's support. HF&H identified SB 1383 program deficiencies and presented them to the City Council, along with recommended action items. HF&H is supporting the City on an ongoing basis through ongoing contract management with a focus on SB 1383 contract provisions.
- Carlsbad – HF&H assisted the City of Carlsbad in developing a Sustainable Materials Management Plan (SMMP), approved in 2021, that encompassed both an SB 1383 Action Plan and broader sustainable materials management goals. The SMMP includes detailed implementation plans for each city department, policy research and recommendations for hard-to-recycle materials, and a public outreach and education implementation plan; each of which integrated stakeholder input from public meetings and surveys.
- CCCSWA – The Central Contra Costa Solid Waste Authority (five municipalities and the County, also known as RecycleSmart) engaged HF&H to prepare a cost-benefit analysis of organics program options, research food recovery program options, and develop an Action Plan to guide implementation of seven SB 1383-related programs. As part of that effort, HF&H made three presentations to their Board providing an overview of SB 1383 draft regulations, presenting food recovery program options, and presenting the SB 1383 Action Plan. In early 2021, HF&H updated the SB 1383 compliance plan checklist that it had previously prepared for the CCCSWA to align action items with the final SB 1383 regulatory requirements, and during FY 22-23 developed specific compliance and enforcement protocols.
- Cupertino – In late 2020, HF&H assisted Cupertino in assessing staffing and funding needs and options, and the associated rate impacts for meeting SB 1383 outreach, monitoring, and enforcement needs. HF&H staff continue to periodically advise City staff on how to best meet SB 1383 requirements.
- Dublin – In 2021, HF&H assisted Dublin with planning for SB 1383 implementation. HF&H reviewed solid waste programs, identified SB 1383 compliance gaps, and conducted an SB 1383 cost analysis.
- Elk Grove – The City of Elk Grove initiated a long-range strategic planning process when the first draft SB 1383 regulations were available. HF&H prepared the long-range strategic plan and included a robust diversion analysis for recommended SB 1383 organics programs, along with preparation of planning-level estimates for City

ATTACHMENT C:

SB 1383 STATEMENT OF QUALIFICATIONS

implementation costs, on-going City annual costs, annual hauler costs, potential cost impacts on customers, and estimated City staffing needs.

- Encinitas – The City of Encinitas engaged HF&H to assist with planning for SB 1383 implementation. HF&H reviewed current programs, identified SB 1383 compliance gaps, evaluated potential compliance pathways and their associated costs and resource requirements, analyzed rates proposed by the franchise hauler, and drafted an Action Plan for the City to follow as it implements new SB 1383 compliant programs.
- Garden Grove – The City of Garden Grove is finalizing automatic enrollment for SB 1383 implementation with HF&H's support. HF&H is supporting the City on an ongoing basis with identifying SB 1383 program deficiencies and presenting them to the City staff along with recommended actions or participating in additional strategic planning sessions. HF&H also supports the City with ongoing contract management with a focus on contract provisions related to SB 1383.
- Inglewood - The City of Inglewood works with HF&H support to identify SB 1383 program deficiencies and program updates to prepare recommended actions or participate in additional strategic planning sessions. HF&H also supports the City with ongoing contract management with a focus on contract provisions related to SB 1383.
- Kern County – With HF&H's assistance, Kern County factored SB 1383 into a long-term planning process to address the roles of County staff and facilities in meeting the needs for processing. HF&H assessed the performance of the current system, identified new opportunities, conducted compliance assessments and planning, and created a comprehensive action plan.
- Livermore – The City of Livermore engaged HF&H to lead the City in negotiations between the City and Livermore Sanitation, Inc. for collection, processing, and disposal services. These specifically included the integration of collection and processing service, public education and outreach, and record keeping and reporting requirements contained in the then-current (2018) draft SB 1383 regulations.
- Merced County Regional Waste Management Authority – The Merced County Regional Waste Management Authority (MCRWMA) includes Atwater, Dos Palos, Gustine, Livingston, Los Banos, the City of Merced, and Merced County. MCRWMA engaged HF&H to assist with implementation of additional programs to comply with SB 1383, which included identifying current gaps in compliance with state regulations, identifying regional organics processing capacity, projecting cost and staffing impacts of new programs, and developing implementation action plans. After completion of this project, MCRWMA engaged HF&H Consultants to issue a competitive procurement for an organic waste processing facility at the Highway 59 landfill.
- Oceanside – The City of Oceanside engaged HF&H to develop an SB 1383 Action Plan and to update the City's Zero Waste Plan to reflect the SB 1383 Action Plan. HF&H determined City costs associated with implementing SB 1383 programs and policies. HF&H also conducted public stakeholder engagement to obtain community feedback on compliance solutions and impacts.
- Orange County – HF&H prepared and led two customized SB 1383 Guidance workshops for County staff.
- Pleasanton – The City of Pleasanton engaged HF&H to develop an SB 1383 Action Plan, including evaluating current compliance gaps, analyzing the cost and staffing requirements of each implementation option, and preparing step-by-step action plans and timelines for each program area. HF&H subsequently supported the City with implementing the Action Plan, including drafting and negotiating an amended franchise agreement, drafting an SB 1383 ordinance update and Environmentally Preferable Purchasing Policy, and developing SB 1383 reporting templates.
- Regional Waste Management Authority (of Sutter and Yuba Counties) – The Regional Waste Management Authority (RWMA) engaged HF&H to perform a compliance review and resource analysis with respect to SB 1383

ATTACHMENT C:

SB 1383 STATEMENT OF QUALIFICATIONS

compliance. Thereafter, HF&H performed an organization analysis (including a survey of similar organizations) to determine what changes were necessary in authority, responsibility, and staffing to respond to the demands of SB 1383, as well as the retirement of the long-term Director of the RWMA and consultant.

- San Bernardino County –The County of San Bernardino, with HF&H’s support, evaluated their solid waste programs for residents, businesses, and internal County operations for compliance with SB 1383. Upon identifying compliance gaps, HF&H evaluated the costs and benefits of multiple compliance pathways and provided an implementation master plan to guide the County’s implementation. San Bernardino is the largest county in the United States with over 20 solid waste franchise agreements covering the unincorporated areas alone, making this one of the largest planning exercises in the state. HF&H subsequently negotiated these franchise agreements to comply with SB 1383.
- San José – The City of San José’s residential and commercial collection systems are variations on the SB 1383 default two-container system, with processing of MSW to remove organics including food and loose-in-the-street yard trimmings. Beginning soon after SB 1383 became law in 2017, HF&H has periodically advised the City on a variety of issues related to meeting SB 1383 requirements for both collection and processing.
- San Luis Obispo Integrated Waste Management Authority (SLOIWMA) – HF&H assisted SLOIWMA in preparing its first Strategic Plan, which included an SB 1383 Action Plan approved in 2022. SLOIWMA additionally expanded HF&H’s scope of service to include SB 1383 implementation support.
- Santa Barbara County – HF&H prepared and led a customized SB 1383 Guidance workshop for County staff.
- Santa Cruz County – Santa Cruz County hired HF&H to assist in the identification, negotiation, and cost analysis of the new programs it needed to achieve compliance with SB 1383.
- Santa Maria – The City of Santa Maria engaged HF&H to develop an SB 1383 Action Plan. In it, HF&H included assessments of the City’s current compliance status (with respect to SB 1383), identification of program options to assist the City in achieving compliance, and provision of cost estimates for instituting expanded collection service and programmatic requirements.
- South Bayside Waste Management Authority (SBWMA) – HF&H prepared an SB 1383 Action Plan for the SBWMA, located in southern San Mateo County, which included a gap analysis to identify areas of non-compliance and development of a cost model for implementation and on-going management of new program and policy requirements. HF&H presented the Action Plan to several committees and to the SBWMA Board of Directors in 2020 and provided guidance and support with implementation of the compliance plan.
- South Gate – The City of South Gate planned for SB 1383 implementation with HF&H’s support. HF&H identified SB 1383 program deficiencies and presented them to the City Council, along with recommended action items. HF&H is supporting the City through contract management oversight with a focus on SB 1383 contract compliance.
- Sunnyvale – HF&H prepared an SB 1383 Action Plan for the City of Sunnyvale focused on City activities and City oversight of contractor activities, with various levels of detail tailored to the City’s implementation needs. HF&H also developed a financial model to assess a range of options for meeting SB 1383 procurement requirements through use of the City’s wastewater treatment plant to digest source-separated food to create electricity.
- Vacaville – In 2018 and 2019, HF&H performed an SB 1383 planning project for Vacaville, which included an SB 1383 compliance assessment and action plan, a review of the City’s current franchise agreement, and a financial analysis that illustrated anticipated SB 1383 costs in terms of rate increases, overall dollar amounts, and staffing time. In 2020, HF&H updated the SB 1383 analysis and memorandum to reflect the April 2020 SB 1383 draft regulations.

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- Watsonville – The City of Watsonville engaged HF&H to evaluate how the City’s owned and operated collection operations needed to be modified and expanded to achieve SB 1383 compliance. HF&H conducted a compliance gap analysis, which included assessment of operational cost impacts and provision of various program options the City could utilize to achieve compliance.
- West Valley Solid Waste Management Authority – The West Valley Solid Waste Management Authority (WVSWMA), which includes the cities of Campbell, Monte Sereno, and Saratoga; and the Town of Los Gatos engaged HF&H in assisting each member agency in the development of its SB 1383 implementation plans and on-going compliance with SB 1383.
- Yuba City – The City of Yuba City has engaged HF&H to assist with SB 1383 planning. HF&H is conducting a regulatory gap analysis to identify programs and policies that need to be modified or enhanced to achieve compliance. HF&H provided program implementation considerations for Yuba City and highlighted sections of the City’s franchise agreement that need to be modified to achieve SB 1383 compliance.

Franchises, Negotiations, Ordinances with SB 1383 Provisions; Cost and Funding Analyses

- Alameda – HF&H assisted the City of Alameda in negotiating a new sole source, SB 1383-compliant collection and processing agreement. Alameda City Council approved the agreement in late 2021.
- Alhambra – The City of Alhambra conducted a competitive RFP process for a new solid waste agreement to be compliant with SB 1383. As part of the competitive procurement, HF&H drafted a franchise agreement inclusive of SB 1383 requirements. The final negotiated agreement is compliant with SB 1383 requirements and includes several additional community programs and benefits.
- Aliso Viejo – The City of Aliso Viejo amended and restated their franchise agreement to comply with SB 1383. HF&H assisted the City with SB 1383 compliance by amending and restating the franchise agreement, negotiating hauler compensation, and developing measurable compliance reporting methods.
- Anaheim – The City of Anaheim is amending their environmental programs to comply with SB 1383. HF&H assisted with amending the City’s municipal code. HF&H also supported the City’s SB 1383 compliance by amending the franchise agreement, negotiating hauler compensation, and developing measurable compliance reporting methods.
- Bakersfield – The City of Bakersfield engaged HF&H to update its municipal code to address SB 1383 and draft an amended collection agreement to be used by the multiple haulers operating throughout Bakersfield. HF&H completed the municipal code update and the draft collection agreement amendment.
- Bell Gardens – HF&H assisted Bell Gardens by drafting the required ordinances, updating the City’s municipal code, and amending the non-exclusive solid waste agreement for SB 1383 compliance.
- Beverly Hills – The City of Beverly Hills conducted sole source negotiations to amend their franchise agreement to comply with SB 1383. HF&H performed two cost-of-service audits to understand baseline performance and presented multiple pathways toward compliance to the City’s solid waste committee. Options presented by HF&H included various funding mechanisms to mitigate the rate impacts to customers. HF&H assisted in reviewing the ordinance drafts prepared by Beverly Hills staff and City Attorney.
- CalRecycle – California’s Department of Resources Recycling and Recovery (CalRecycle) engaged HF&H to manage the development of four Model SB 1383 Implementation Tools and Guidance to support jurisdictions and other regulated entities across the state with implementing programs and policies to reach compliance with the SB 1383 regulations. The tools include a Model Mandatory Organics Disposal Reduction Ordinance, Model Procurement

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Policy, Model Franchise Agreement, and Model Food Recovery Agreement. In 2020 and 2021, HF&H assisted CalRecycle in distributing and presenting the model tools and guidance via webinars.

- Carlsbad – HF&H assisted the City of Carlsbad in developing a request for proposals, including a draft franchise agreement for disposal, collection, and processing of solid waste, organics, recyclable materials, and construction and demolition. HF&H assisted the City throughout the procurement process in evaluating proposals, leading negotiations with proposers, and finalizing the franchise agreement with the chosen proposer. HF&H additionally assisted the City with negotiations for the Palomar Transfer Station and in amending their municipal code and procurement policy to be compliant with SB 1383.
- Chino Hills – The City of Chino Hills conducted an RFP process for SB 1383-compliant solid waste, recycling, and organics collection services. HF&H evaluated current services and drafted an RFP and agreement inclusive of SB 1383 requirements. HF&H also updated the City’s municipal code for compliance with SB 1383 and consistency with the draft agreement in the RFP for collection services.
- Cupertino – During 2020, HF&H assisted the City of Cupertino in defining City and contractor roles for SB 1383 implementation, in addition to negotiating a new sole source agreement with Recology incorporating SB 1383 requirements. This included a planned review of performance and costs following SB 1383 implementation that began in mid-2023. HF&H is currently assisting the City in assessing MSW processing enhanced organics recovery and future C&D processing options.
- Dublin – HF&H assisted the City of Dublin in drafting and negotiating an amendment to their franchise agreement with provisions for SB 1383 compliance. HF&H prepared an ordinance for the City of Dublin that aligned with StopWaste’s model ordinance for SB 1383 compliance. The ordinance was finalized and approved by City Council in the fall of 2021.
- El Centro – The City of El Centro amended their solid waste programs to comply with SB 1383. HF&H supported the City’s compliance with SB 1383 by amending and restating the franchise agreement, negotiating hauler compensation, and developing measurable compliance reporting methods.
- El Monte – HF&H developed an SB 1383 compliant exclusive solid waste agreement for the City of El Monte and negotiated the terms and rates with the service provider.
- Elk Grove – HF&H assisted the City of Elk Grove in negotiating changes to its franchise agreement to comply with SB 1383, including a complete transition to new customer collection containers in 2022. HF&H conducted an SB 1383 compliance gap analysis assessment and drafted a revised franchise agreement with new provisions to comply with SB 1383. The agreement was approved by the City Council and finalized in the summer of 2021.
- Gardena – HF&H assisted the City of Gardena with the development of an SB 1383 compliant exclusive solid waste agreement and negotiated the terms and rates with the service provider.
- Hawthorne – HF&H assisted the City by drafting the required ordinances for updates to the City’s municipal code.
- Inglewood – The City of Inglewood conducted sole source negotiations to amend their franchise agreement for enhanced programs and SB 1383 compliance. HF&H performed a contract analysis to identify deficiencies in the current agreement, in addition to adding SB 1383 compliant services. HF&H annually assists Inglewood with ongoing management of the solid waste agreement and legislative compliance by acting as a liaison between the City and CalRecycle, as well as in compiling relevant data. HF&H assisted the City in making the required updates to the City’s Municipal Code for compliance with SB 1383.

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- Kern County – HF&H drafted the updated County Code for Kern County, in addition to creating a model SB 1383 enforcement ordinance for each of the Cities within the County. HF&H provided recommendations on SB 1383 compliance that addresses the County’s unique and interconnected collection and facility systems.
- Lawndale – The City of Lawndale conducted a competitive RFP process for a new solid waste agreement to be compliant with SB 1383. As part of the competitive procurement, HF&H drafted a franchise agreement inclusive of SB 1383 requirements and solicited feedback from several haulers. HF&H drafted the required ordinances and updated the City’s municipal code.
- Manhattan Beach – The City of Manhattan Beach conducted an RFP process for SB 1383-compliant solid waste, recycling, and organics collection services. HF&H evaluated solid waste services, drafted an RFP and agreement inclusive of SB 1383 requirements, solicited hauler feedback on the draft agreement, and negotiated with multiple haulers.
- Monterey Regional Waste Management District (MRWMD) – The MRWMD (eight municipalities and the County) engaged HF&H to assist with planning for the upcoming obligations of SB 1383 on the MRWMD’s solid waste system. As part of this work, HF&H evaluated the MRWMD’s three franchise waste haulers’ collection operations to identify gaps in performance or service compared to SB 1383 requirements. Using the gap analysis, HF&H conducted negotiations, performed cost analysis of proposed programs, developed amendments to each of the nine member agencies’ franchise agreements, and developed a municipal code system design document that facilitated the process of planning for, and defining the necessary changes to the individual member agencies’ municipal codes to implement the required ordinances or other enforceable policies of SB 1383.
- Nevada County – HF&H assisted the County of Nevada with sole source negotiations for a rural, exclusive franchise area, which has led to the development of a flexible framework to efficiently implement SB 1383 compliant programs (when required), while avoiding cost impacts before CalRecycle finalized the regulations.
- Oceanside – The City of Oceanside engaged HF&H to assist with a competitive procurement for a franchise collection company and processing of organic waste. The procurement process was informed by HF&H’s development of Oceanside’s SB 1383 Action Plan.
- Orange County Republic Cities (Brea, Fullerton, Garden Grove, Huntington Beach, Placentia, Seal Beach, and Yorba Linda) – As part of Phase 1 of this project, HF&H performed contract analysis to identify necessary enhancements to the agreements, as well as individualized SB 1383 gap analysis to help the cities begin internal implementation. The cities are currently conducting Phase 2 of the project for sole source negotiations to amend their franchise agreements to comply with SB 1383. Some of the cities have requested additional assistance from HF&H in reviewing ordinances or more generally, as needed. Yorba Linda and Garden Grove have completed their negotiations and receive ongoing support from HF&H for SB 1383 implementation.
- Orange County – Orange County conducted a competitive RFP process for discarded materials management in several unincorporated zones. Orange County utilized the model SB 1383 franchise agreement from CalRecycle to prepare updated franchise agreements. The County requested HF&H to review the draft franchise agreements to ensure SB 1383 compliance.
- Palm Desert – The City of Palm Desert conducted sole source negotiations to amend their franchise agreement to comply with SB 1383. HF&H performed a contract analysis to identify SB 1383 deficiencies and other contract terms that needed updating to comply with industry standards. HF&H also assisted with revising the City’s Municipal Code for SB 1383 compliance. HF&H supports the City on an ongoing basis with SB 1383 implementation and oversight of the newly amended franchise agreement.

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SB 1383 STATEMENT OF QUALIFICATIONS

- Pleasanton – HF&H has provided comprehensive SB 1383 support to the City of Pleasanton, including: developing their SB 1383 Action Plan and cost analysis; drafting an amended franchise agreement and leading negotiations; and, drafting SB 1383 ordinance updates.
- Redondo Beach – In 2017, HF&H performed a cost-of-service audit for the City and assisted with sole source negotiations to amend their franchise agreement, to adjust hauler compensation and comply with SB 1383. The amendment incorporated all previous programs and high levels of service found in the original agreement, including the retention of a 75% diversion rate. The amended agreement was also modified following hauler negotiations to assume street sweeping services throughout the City at no additional cost.
- Sacramento (Old Sacramento Collection District) – HF&H managed the competitive procurement process for the Old Sacramento Collection District, a specific area within the City of Sacramento with unique service conditions, aesthetics, and tourism needs. HF&H conducted a service demand analysis through on-site data collection, evaluated necessary SB 1383 programs and services, and drafted a new franchise agreement and RFP. HF&H conducted the proposal evaluation process, while engaging closely with local businesses and stakeholders, and negotiated the final agreement.
- San Diego County – The County of San Diego redesigned its non-exclusive franchise collection system for residential and commercial customers to include integration of expanded organics programs, as well as performance standards to align with SB 1383 regulations. HF&H conducted a baseline analysis, produced concept papers, held hauler outreach meetings, drafted a new non-exclusive franchise agreement with SB 1383-aligned provisions, and revised the solid waste ordinance and C&D ordinances to assist the County with SB 1383 compliance. HF&H assisted the County in the development of tools to monitor the non-exclusive haulers' implementation of SB 1383 organics collection services, contamination monitoring, education, and reporting activities.
- San José – HF&H assisted the City of San Jose in anticipating how SB 1383 organics collection and processing requirements would affect its two commercial services agreements, in addition to assisting with the negotiation of new sole source agreements with its four residential collection and processing contractors to minimize future changes in scope. During 2021, HF&H assisted the City in amending their municipal code to include SB 1383-compliant language.
- San Leandro – HF&H assisted the City in procuring new long-term, SB 1383-compliant collection and organics processing services. HF&H assisted the City in developing a strategic approach to procuring collection and post-collection services including providing multiple City Councilmember briefings and presentations. Upon Council direction, HF&H developed two requests for proposals: a sole-source RFP package for collection services and a competitive RFP package for post-collection services. HF&H supported the City with simultaneous negotiations for both services. The final result included three separate agreements with two companies for collection services, recyclables processing, and disposal and organics processing.
- San Luis Obispo Integrated Waste Management Authority (SLOIWMA) – Following HF&H's development of SLOIWMA's SB 1383 Action Plan, HF&H assisted SLOIWMA with franchise agreement drafting and negotiations on behalf of eight member agencies and over a dozen Community Special Districts to assist each in complying with SB 1383 regulations. HF&H has also created a model ordinance for member agency compliance with SB 1383.
- San Ramon – HF&H managed the City of San Ramon's competitive RFP process for collection and processing services. Through this process, HF&H drafted new contract provisions to address SB 1383 requirements and negotiated what may be the first SB 1383 compliant collection and processing agreement in the state. The new agreement also includes a 90% minimum diversion requirement.

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- Santa Ana – The City of Santa Ana adopted a green policy drafted by HF&H, inclusive of SB 1383 compliance goals. The City and HF&H drafted an SB 1383-compliant solid waste agreement and RFP which was released in 2020. The City received four responsive proposals and ultimately selected Republic Services in 2022.. HF&H assisted the City by evaluating the costs as a percentage of first year rate revenue, and drafted agreement language to be incorporated in the agreements.
- Santa Barbara County – HF&H assisted the County of Santa Barbara with contract negotiation support for their two exclusive haulers to incorporate SB 1383 programs. The County presented the executed agreements for County Board approval. HF&H also prepared and led an SB 1383 Guidance workshop for County staff.
- Santa Cruz County – HF&H reviewed Santa Cruz County’s franchised hauler’s current operations and agreements to identify necessary changes that will need to be made due to SB 1383 and is negotiating changes to each of the franchised hauler’s agreements to meet those obligations. HF&H also supported Santa Cruz County in developing a Request for Proposals (RFP) for SB 1383 compliant organics processing services. Additionally, HF&H has supported the County of Santa Cruz with amendments to its solid waste management agreements and County Code.
- South Bayside Waste Management Authority (SBWMA) – Following HF&H’s completion of the SBWMA’s (southern San Mateo County) SB 1383 compliance plan, the SBWMA engaged HF&H to assist with various SB 1383 program planning and implementation activities. In 2022, HF&H supported the SBWMA on implementation of SB 1383-related activities, including expanded organics collection services, contamination monitoring, and reporting and development of an organic waste sampling plan for the SBWMA transfer station.
- Stanislaus County – HF&H assisted the County in negotiating contract amendments with three haulers to address SB 1383. HF&H then revised the County Code to address SB 1383 including use of one-, two-, and three-container systems, and to remove or consolidate outmoded provisions.
- Stockton – HF&H assisted the City of Stockton in defining City and contractor roles for SB 1383 during negotiation of 2019 sole source collection agreements with Republic Services and WM. The new agreements were based on draft CalRecycle regulations with minimal opportunity for contractors to negotiate changes in scope based on the final regulations. The new agreement resulted in the introduction of new organics services for most customers and addressed organics processing requirements. In 2022, HF&H revised the City’s municipal code for SB 1383-compliance.
- Sunnyvale – In 2018, the City engaged HF&H to conduct a performance review to determine the collection contractor’s ability to ensure SB 1383 program compliance, which led to the negotiation of a new sole source collection agreement. From 2020-2022, HF&H staff facilitated negotiation and development of a new 15-year MOU with the City of Mountain View for use of the Sunnyvale-owned SMaRT Station that addresses SB 1383 processing requirements, advised the City in designing and conducting a competitive SB 1383 organics processing RFP process, and assisted in negotiating two final processing agreements addressing a variety of source-separated and mixed organic streams. In 2020-21, HF&H assisted the City in an advisory role, as it revised its municipal code to be SB 1383-compliant.
- Taft – HF&H prepared an Action Plan for CalRecycle to be discussed during the City’s annual check-in meeting with CalRecycle. In 2020, HF&H prepared an amended Solid Waste Ordinance, a new C&D ordinance, and Waste Management Plan to be complaint with SB 1383.
- Vacaville – HF&H prepared an SB 1383 Action Plan for the City that included recommended modifications to the City’s franchise agreement to support compliance with SB 1383. During 2020 and 2021, HF&H prepared and negotiated an SB 1383 amendment to the City’s franchise agreement that integrated SB 1383-related program

ATTACHMENT C: SB 1383 STATEMENT OF QUALIFICATIONS

and reporting changes. The franchise amendment process also included HF&H's evaluation of the hauler's SB 1383 cost proposal and rate modeling to finalize the residential and commercial rate adjustments. HF&H concurrently updated the City's Municipal Code to integrate SB 1383 requirements.

- West Valley Solid Waste Management Authority – The West Valley Solid Waste Management Authority (WVSWMA) includes the cities of Campbell, Monte Sereno, Saratoga; and, the Town of Los Gatos. In its role as Executive Director of the authority, HF&H negotiated an amendment to WVSWMA's agreement with West Valley Collection & Recycling to assist with SB 1383 compliance, and is developing a Request for Proposals (RFP) for WVSWMA collection and processing services. Additionally, HF&H is assisting each member agency in the development of their SB 1383 ordinance.

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SB 1383 Implementation

- Bell Gardens – After amending the City’s non-exclusive solid waste agreement, HF&H assisted the City in completing and submitting the organics and edible food recovery capacity planning to Los Angeles County. Currently, HF&H supports City staff with SB 1383 program waiver review, compliance documentation, recordkeeping, and reporting requirements.
- Carlsbad – Following HF&H’s development of the City of Carlsbad’s Sustainable Materials Management Implementation Plan, which encompassed an SB 1383 implementation plan, HF&H has assisted the City with a range of SB 1383 compliance activities, including but not limited to updating the City’s special events application process and program, assessing organics and edible food recovery capacity, developing an inspection and enforcement program for generators, identifying SB 1383 product procurement strategies, and providing City staff templates and training for recordkeeping and reporting.
- Elk Grove – HF&H performed a financial feasibility analysis for developing a solid waste, recycling, and organics transfer facility in the City. This analysis built-off of the long-range strategic plan HF&H developed for the City of Elk Grove, including a robust diversion analysis for recommended SB 1383 organics programs.
- Garden Grove – After negotiating and amending the City’s exclusive solid waste agreement, HF&H assisted the City in completing and submitting the organics and edible food recovery capacity planning to Orange County. Currently, HF&H supports City staff with SB 1383 program development and implementation including programs related to community engagement/outreach, self-haul permit protocols, waiver review, recordkeeping, and reporting requirements including assisting with CalRecycle’s Electronic Annual Report.
- Gardena – HF&H developed effective reporting tools to assist the City and the hauler with monitoring route reviews, compliance documentation, and public education and outreach materials in addition to providing waiver review and recordkeeping support. HF&H conducted and submitted the organics and edible food recovery capacity planning to Los Angeles County.
- Inglewood – HF&H developed a waiver tracking report to assist the City in tracking the status of waiver applications. HF&H assisted the City in completing their Organics Capacity Plan, including calling edible food recovery organizations to determine capacity. On an annual basis HF&H assists the City in reviewing the draft CalRecycle Electronic Annual Report prepared by the exclusive hauler. HF&H drafts and reviews public education and outreach related to SB 1383 programs for City use.
- Kern County – Kern County explored new SB 1383 compliant technology options to expand their processing capacity and meet diversion targets. HF&H supported the County in conducting a request for qualifications and statement of interest process for potential facilities, technologies, and operational models. HF&H has researched potential technology options, drafted the RFQ/SOI, evaluated proposals, provided recommendations to the County, and assisted with recommending next steps in moving forward with numerous proposers.
- Lawndale - Following the development of the City’s new franchise agreement, HF&H assisted the City with a range of SB 1383 compliance activities including but not limited to completing and submitting the organics and edible food recovery capacity planning to Los Angeles County, monitoring generator compliance, and supporting City staff with recordkeeping and reporting compliance.
- Merced County – HF&H assisted the County of Merced with edible food recovery program planning and implementation. HF&H interviewed representatives from key food recovery organizations and services in the County, and used the information to develop a survey to be used to gather information from organizations in the

ATTACHMENT C:

SB 1383 STATEMENT OF QUALIFICATIONS

future. HF&H conducted the County's edible food recovery capacity planning report for CalRecycle. Using GIS, HF&H developed interactive maps to visualize gaps in the food recovery ecosystem, including identifying demographic factors impacting food insecurity in the County. HF&H developed a "Road Map" plan for the County's edible food recovery implementation, and created education and outreach materials for generators and food recovery organizations. Additionally, HF&H has developed GIS waiver maps for the County, drafted a Corrective Action Plan in coordination with CalRecycle, and is negotiating revised franchise agreements with the County's three haulers.

- Orange County – For the County of Orange, HF&H analyzed local organics processing infrastructure throughout the counties of Los Angeles, Kern, Orange, Riverside, San Bernardino, San Diego, and Ventura. Additionally, HF&H has assisted the County with modeling anticipated tonnage reductions at the Orange County landfill system surrounding SB 1383, as well as the associated impacts to gate revenues, liabilities, capacity, and closure dates.
- Palm Desert – HF&H monitors generator compliance with SB 1383 using hauler monthly reports on an ongoing basis. HF&H also assisted the City in updating their municipal code for SB 1383. The enforcement mechanisms established with the updated municipal code and the monthly monitoring have helped the City achieve 100% compliance with AB 341, AB 1826, and SB 1383 recycling and organics collection.
- Pleasanton – HF&H has provided comprehensive SB 1383 implementation support for the City of Pleasanton, including: developing a new Environmentally Preferable Purchasing Policy; creating SB 1383 reporting templates; and, conducting a rate review and performance review of the City's hauler in anticipation of new SB 1383 programs.
- San Bernardino County – HF&H assisted the County of San Bernardino to project the tonnage reductions at their landfills and transfer station due to SB 1383 and the associated financial implications, including gate revenue, closure and post-closure liabilities, and enterprise fund balances. To understand these implications, HF&H performed an analysis to evaluate the impacts on five active landfills and nine active transfer stations.
- San José – After working in close coordination with a City team, HF&H completed development of a standard operating procedure for use by the City's four residential haulers in conducting consistent annual contamination route reviews. HF&H analyzed the costs of various approaches and created reporting tools for the haulers and City to document and report route review results. HF&H also recently served as the prime consultant for development of a City SB1383 product procurement program.
- San Leandro – During 2022-23, HF&H assisted the City with a variety of SB 1383 compliance issues including, but not limited to coordination with CalRecycle and the City's hauler, ensuring generator compliance with AB 341 and AB 1826, establishing the implementation record and other reporting processes including use of Recyclist, bringing city facilities into compliance, as well as general education and outreach program development to improve generator participation in SB 1383-compliant programs and targeted outreach to multi-family residents.
- Santa Cruz County – HF&H is working with Santa Cruz County to identify the roles of County staff and performed a cost of service analysis to determine the funding needed for additional facilities that will be required in meeting the needs for processing.
- South Bayside Waste Management Authority (southern San Mateo County) – HF&H analyzed SB 1383 organic materials sampling requirements for the SBWMA's Shoreway Environmental Center and summarized the requirements to specifically applied to the facility based on the incoming types of organic materials and the processing activities. In 2022, HF&H provided on-going guidance and support to the SBWMA as SB 1383 program implementation occurs.

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- Stockton – HF&H is assisting the city with various SB 1383 implementation tasks on an on-call basis, including projecting organics processing capacity needs for use by San Joaquin County, advising on edible food recovery planning, developing SB 1383-compliant franchisee and industrial permittee reporting forms, and advising on design of the implementation record.
- Sunnyvale – HF&H assisted the City of Sunnyvale in determining how the SB 1383 regulations will affect organics removal from a pending redesigned MSW processing line at the City-owned SMaRT Station. The SMaRT Station processes MSW as a secondary means of organics capture, following robust source separation programs. In early 2023, HF&H completed analysis of the need for new hauler-requested routes to address expanded commercial organics service.
- Yorba Linda – After negotiating and amending the City’s exclusive solid waste agreement, HF&H now supports City staff with SB 1383 program development and implementation including programs related to community engagement/outreach, self-haul permit protocols, waiver review, recordkeeping, and reporting requirements including assisting with CalRecycle’s Electronic Annual Report.

Exhibit B

HFH Pricing Proposal



HF&H Consultants

590 Ygnacio Valley Rd. Suite 105
Walnut Creek, CA 94596
Phone: (925) 977-6950
Web: hfh-consultants.com

January 16, 2026

Sharon Denney
Management Analyst
City of Benicia
250 East L Street
Benicia, CA 94510

Sent via email: sdenney@ci.benicia.ca.us

Subject: Pricing Proposal for Solid Waste and Recycling Professional Services

Dear Sharon Denney,

HF&H Consultants, LLC (HF&H) is pleased to submit our Pricing Proposal to the City of Benicia (City) for the provision of services under the Professional Services Agreement (PSA), in accordance with the requirements outlined in the RFP.

NOT-TO-EXCEED AMOUNT

HF&H proposes a not-to-exceed amount of \$182,000 for all Base Services required under the PSA, in accordance with the parameters set forth in the RFP and PSA. This amount includes all reimbursable expenses, overtime, and travel time. No additional parameters beyond those specified are required to establish this amount; provided, however, HF&H has also provided a componentized Optional Supplemental Services pricing proposal that would increase the not-to-exceed amount by up to \$23,420 the City may consider in support of an even more robust procurement process.

REIMBURSABLE EXPENSES

All reimbursable expenses are included in the proposed not-to-exceed price.

ADDITIONAL SERVICES

Should additional services be requested beyond the scope of the PSA, HF&H has provided billing rates in Attachment A.

OVERTIME AND TRAVEL

Overtime and travel time are included in the proposed not-to-exceed price.



Sharon Denney
January 16, 2026
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Figure 1. Base Pricing Proposal

DETAILED PRICING FORM BY TASK & KEY DELIVERABLES	
Base Services	Not-To-Exceed Budget
Task 1: Project Kick-off and Schedule Development	\$ 7,290.00
1.1 Project Kick Off Meeting	\$ 3,130.00
1.2 Project Schedule Development and Maintenance	\$ 4,160.00
Task 2: Comprehensive Solid Waste Management Assessment	\$ 33,650.00
2.1 Information Gathering	\$ 2,410.00
2.2 Evaluation of Existing Conditions	\$ 7,555.00
2.3 Stakeholder Engagement	\$ 6,475.00
2.4 Design Intake & Gap Analysis	\$ 5,910.00
2.5 Design Intake Process and Recommendations	\$ 11,300.00
Task 3: Develop Competitive Solid Waste Services Solicitation Package	\$ 53,520.00
3.1 Request for Proposals (RFP) Document Development	\$ 13,690.00
3.2 Draft Franchise Agreement Development	\$ 19,190.00
3.3 Cost Forms Development	\$ 3,380.00
3.4 Prepare and Release RFP Solicitation Package	\$ 1,740.00
3.5 Proposer Engagement Activities (Post RFP Release)	\$ 15,520.00
Task 4: Technical Review and Cost Evaluation	\$ 35,000.00
4.1 Proposal Review and Evaluation	\$ 18,400.00
4.2 Evaluation Process Documentation	\$ 16,600.00
Task 5: Negotiations, Contract Finalization. Presentations	\$ 52,540.00
5.1 Contract Negotiations	\$ 37,020.00
5.2 Presentations to City Council	\$ 15,520.00
Not-to-Exceed Project Budget (Base Services)	\$ 182,000

Figure 2. Optional Supplemental Services Pricing Proposal

DETAILED PRICING FORM BY TASK & KEY DELIVERABLES	
Optional Supplemental Services	Not-To-Exceed Budget
Task A: City Proposal Review and Evaluation Support	\$ 10,060.00
A.1 Support City Evaluation Process	\$ 4,440.00
A.2 City Evaluation Process Documentation	\$ 5,620.00
Task B: Benchmarking and Rate Impact Analysis	\$ 13,360.00
B.1 Benchmarking for Reasonableness	\$ 5,680.00
B.2 Rate Modeling and Impact Analysis	\$ 7,680.00
Not-to-Exceed Project Budget (Optional Supplemental Services)	\$ 23,420



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January 16, 2026
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We appreciate the opportunity to submit this proposal and look forward to partnering with the City to deliver high-quality, cost-effective services that accomplish the specific objectives outlined in the RFP and advance the City's procurement process for a future Exclusive Franchise Agreement for solid waste and recycling management services. Please do not hesitate to contact us with any questions or clarifications.

Sincerely,
HF&H Consultants, LLC

A handwritten signature in black ink, appearing to read 'Rob Hilton', is written over the text 'HF&H Consultants, LLC'. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Rob Hilton
President

Attachment A – HF&H Billing Arrangements



Standard Hourly Rates and Billing Arrangements

(Effective January 1, 2026)

PROFESSIONAL FEES

Hourly rates for professional and administrative personnel are as follows:

Position	Rate
Executive	\$335 - \$380
Senior Project Manager	\$310 - \$340
Project Manager	\$280 - \$300
Senior Associate	\$230 - \$295
Associate Analyst	\$190 - \$220
Assistant Analyst	\$165 - \$195
Administrative Staff	\$140 - \$185

DIRECT EXPENSES

Standard charges for common direct expenses are as follows:

Automobile Travel	Prevailing IRS mileage rate
Airfare and Public Transit.....	Actual Cost

BILLING POLICIES

Our policy is to bill for our services based on the standard hourly rates of the staff member assigned, multiplied by the time required to perform the client-related tasks, plus the direct expenses as described above. In implementing this policy, we adhere to the following practices:

- It is our standard practice to e-mail invoices to our clients, although hard copies of invoices can be sent to clients on request.
- We round to the nearest one-quarter hour (e.g., if two hours and 55 minutes are spent on a task, it is recorded as three hours, if two hours and 5 minutes are spent on a task, it is recorded as two hours). A minimum charge of one-quarter hour is charged for any client work performed in a day.
- We do not markup out-of-pocket expenses; however, we may charge administrative or professional time related to the provision of the goods and services associated with these charges.
- If subcontractors are used, HF&H reserves the right to charge a 10% markup.
- Mileage fees are based on the round-trip distance from the point of origin.
- If a client's change to a previously scheduled meeting results in penalties being assessed by a third party (e.g., airline cancellation fee), then the client will bear the cost of these penalties.
- For multi-year projects, HF&H reserves the right to adjust the billable rate ranges listed above by an annual CPI adjustment that may be rounded up to the closest \$5.00 increment.



Standard Hourly Rates and Billing Arrangements

While no minimum fee for a consulting engagement has been established, it is unlikely (given the nature of our services) that we can gain an understanding of a client's particular requirement, identify alternatives, and recommend a solution in less than twenty-four consulting hours.

INSURANCE

We maintain the following policies of insurance with carriers doing business in California:

- Commercial General Liability Insurance (\$2,000,000 Occurrence/\$4,000,000 Aggregate)
- Workers' Compensation (\$1,000,000)
- Professional Liability Insurance (\$2,000,000 Occurrence/\$2,000,000 Aggregate)
- Hired and Non-Owned Auto Liability¹ (\$2,000,000)
- Umbrella Liability (\$3,000,000 Occurrence/\$3,000,000 Aggregate)
- Cyber Liability (\$1,000,000 Each Claim)

All costs incurred in complying with additional coverages or limits (excluding additional insured and waiver of subrogation endorsements) become the responsibility of the client and are not included in the fees for services or direct charges but are billed in addition to the contract at cost, plus any professional or administrative fees.

INVOICES AND PAYMENT FOR SERVICES

Our time reporting and billing system has certain standard formats that are designed to provide our clients with a detailed invoice of the time and charges associated with their engagement and we typically discuss these with our clients at our kick-off meeting. We are also pleased to provide our clients with a custom invoice format, but we will have to bill the client for time spent conforming our invoices to their unique requirements.

Billings for professional services and charges are submitted every month, in order that our clients can more closely monitor our services.

¹ HF&H Consultants does not own any company automobiles.

Exhibit C

HFH Project Organization Chart



Proposal for Solid Waste and Recycling Professional Services
Section 1. Project Organization

Section 1. Project Organization

1.1 FIRM OVERVIEW

HF&H Consultants, LLC is a California-based firm specializing in solid waste, recycling, and environmental program services. We operate from two offices:

- **Northern California:** 590 Ygnacio Valley Road, Suite 105, Walnut Creek, CA 94596 | (925) 977-6950
- **Southern California:** 1201 Dove Street, Suite 585, Newport Beach, CA 92660 | (949) 251-8628

The firm’s email address is admin@hfh-consultants.com, and the responsible corporate officer is Rob Hilton, President. The City of Benicia project will be led and staffed primarily from our Northern California office, where the majority of day-to-day work will be performed. HF&H is not proposing any subcontractors for this engagement.

1.2 PROJECT TEAM AND ORGANIZATION CHART

The Project Organization Chart and descriptions of the roles and responsibilities of key personnel are described below, with full resumes included in [Attachment A](#). This section also identifies which team members will lead or support each major task to ensure clear accountability and alignment of expertise with the scope of work.

Figure 1. Project Organization Chart

