

BENICIA CITY COUNCIL CITY COUNCIL MEETING AGENDA

June 16, 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 - JUNETEENTH FREEDOM DAY 2026

[Proclamation - Juneteenth Freedom Day 2026](#)

8. APPOINTMENTS

8.A MAYOR'S REAPPOINTMENT OF GREG WILSON TO THE ARTS AND CULTURE COMMISSION

[1. Resolution - Greg Wilson - Arts and Culture Commission](#)

8.B MAYOR'S REAPPOINTMENT OF NEEMA HEKMAT TO THE ARTS AND CULTURE COMMISSION

1. Resolution - Neema Hekmat - Arts and Culture Commission
- 8.C MAYOR'S REAPPOINTMENT OF ELIZABETH O'BRIEN TO THE COMMUNITY SERVICES COMMISSION
1. Resolution - Elizabeth O'Brien - Community Services Commission
- 8.D MAYOR'S APPOINTMENT OF HELENA FOWLER TO THE COMMUNITY SERVICES COMMISSION
1. Resolution - Helena Fowler - Community Services Commission
- 8.E MAYOR'S APPOINTMENT OF JESSICA DE TRANE TO THE COMMUNITY SERVICES COMMISSION
1. Resolution - Jessica De Trane - Community Services Commission
- 8.F MAYOR'S APPOINTMENT OF BARBARA MCBRIDE TO THE COMMUNITY SUSTAINABILITY COMMISSION
1. Resolution - Barbara McBride - Community Sustainability Commission
- 8.G MAYOR'S APPOINTMENT OF CAROLINE PILOTTE TO THE COMMUNITY SUSTAINABILITY COMMISSION
1. Resolution - Caroline Pilotte - Community Sustainability Commission
- 8.H MAYOR'S APPOINTMENT OF CHRISTOPHER MILNE TO THE ECONOMIC DEVELOPMENT BOARD
1. Resolution - Christopher Milne - Economic Development Board
- 8.I MAYOR'S APPOINTMENT OF JUDY SHEPARD-HALL TO THE ECONOMIC DEVELOPMENT BOARD
1. Resolution - Judy Shepard-Hall - Economic Development Board
- 8.J MAYOR'S APPOINTMENT OF WARREN RITTER TO THE ECONOMIC DEVELOPMENT BOARD
1. Resolution - Warren Ritter - Economic Development Board
- 8.K MAYOR'S APPOINTMENT OF SIMONE ST. CLARE TO THE HISTORIC PRESERVATION REVIEW COMMISSION
1. Resolution - Simone St. Clare - Historic Preservation Review Commission
- 8.L MAYOR'S APPOINTMENT OF LYNN TRACY NERLAND TO THE HISTORIC PRESERVATION REVIEW COMMISSION
1. Resolution - Lynn Tracy Nerland - Historic Preservation Review Commission
- 8.M MAYOR'S REAPPOINTMENT OF MISTY BOSTATER TO HOUSING AUTHORITY
1. Resolution - Misty Bostater - Housing Authority
- 8.N MAYOR'S APPOINTMENT OF CYNTHIA PAPPAS TO INDUSTRIAL SAFETY CITIZEN OVERSIGHT COMMISSION
1. Resolution - Cynthia Pappas - Industrial Safety Citizen Oversight Commission
- 8.O MAYOR'S APPOINTMENT OF MICHAEL CLARKE TO LOCAL TAX OVERSIGHT BOARD

[1. Resolution - Michael Clarke - Local Tax Oversight Board](#)

8.P MAYOR'S REAPPOINTMENT OF JARROD SLATE TO PLANNING COMMISSION

[1. Resolution - Jarrod Slate - Planning Commission](#)

8.Q MAYOR'S APPOINTMENT OF TERENCE BENNETT TO PLANNING COMMISSION

[1. Resolution - Terence Bennett - Planning Commission](#)

9. PRESENTATIONS

9.A NEW POET LAUREATE

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 5, 2026 AND JUNE 2, 2026 REGULAR MEETINGS

[May 5, 2026 Regular City Council Meeting Minutes](#)

[June 2, 2026 Regular City Council Meeting Minutes](#)

14.B APPROVAL OF AGREEMENT WITH KARLA'S JANITORIAL & SUPPLIERS, LLC. FOR CITYWIDE CUSTODIAL SERVICES

RECOMMENDED ACTION: Move to adopt a resolution (Attachment 1) approving an agreement for custodial services (Attachment 2) with Karla's Janitorial for fiscal year 2026-2027 through fiscal year 2027-2028, authorizing the City Manager or Finance Director to execute the agreement on behalf of the City, and authorizing the Public Works Director to approve two optional one-year extensions, if warranted.

[Staff Report - Approval of Agreement for Citywide Custodial Services](#)

1. Resolution - Approval of Agreement for Citywide Custodial Services
2. Agreement - Citywide Custodial Services Karla's Janitorial

14.C AWARD OF CONSTRUCTION CONTRACT, APPROVE A NOTICE OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND APPROVE A BUDGET AMENDMENT FOR THE 2026 CITYWIDE PAVEMENT REHABILITATION PROJECT

RECOMMENDED ACTION: Adopt a resolution accepting the bids for the Project (Attachment 1), awarding the construction contract (Attachment 2), including the Bid Alternates 1 and 2, to Team Ghilotti, Inc. of Petaluma, in the amount of \$4,803,450, plus a 10% contingency of \$480,345, for total contract authority of \$5,283,795, authorizing the City Manager to sign the contract on behalf of the City, authorizing the Project Manager to sign contract change orders up to the construction contingency amount, approving a Notice of Exemption (NOE) (Attachment 3) under the California Environmental Quality Act (CEQA) Guidelines, and authorizing the Administrative Services Director to make the necessary budget amendments.

[Staff Report - Award of Contract for 2026 Citywide Pavement Rehabilitation Project](#)

[1. Resolution - Award of Contract for 2026 Citywide Pavement Rehabilitation Project](#)

[2. Agreement - 2026 Citywide Pavement Rehabilitation Project](#)

[3. Notice of Exemption - 2026 Citywide Pavement Rehabilitation Project](#)

14.D AWARD OF CHEMICAL PURCHASE ORDERS FOR WATER AND WASTEWATER TREATMENT DIVISIONS FOR FISCAL YEAR 2026-2027 AND APPROVING A BUDGET AMENDMENT

RECOMMENDED ACTION: Move to adopt a resolution (Attachment 1) accepting the Chemical Pool bids of lowest responsive and responsible bidders (Attachment 2), approving the related purchase orders for water and wastewater treatment for FY26-27, authorizing the Finance Director to make the necessary budget amendment, and authorizing the City Manager or Finance Director to sign the purchase orders on behalf of the City.

[Staff Report - Award of Chemical Purchase Orders for Water and Wastewater Treatment for FY27](#)

[1. Resolution - Chemical Purchase Orders - Water Wastewater Treatment FY27](#)

[2. Chemical Pool Bid Summary FY26-27](#)

14.E ADOPT A RESOLUTION SUPPORTING SENATE BILL 1087 (CABALDON), SUSTAINABLE COMMUNITIES STRATEGY MODERNIZATION ACT

RECOMMENDED ACTION: Move to adopt a resolution (Attachment 1) supporting Senate Bill 1087 (Cabaldon), Sustainable Communities Strategy Modernization Act, and authorizing the Mayor to sign the letter of support (Attachment 2).

[Staff Report - Supporting Senate Bill 1087 \(Cabaldon\), Sustainable Communities Strategy Modernization Act](#)

[1. Resolution - Supporting Senate Bill 1087 \(Cabaldon\), Sustainable Communities Strategy Modernization Act](#)

[2. Letter of Support for Senate Bill 1087](#)

[3. Senate Bill 1087 Fact Sheet](#)

14.F APPROVAL OF MASTER SERVICES AGREEMENT WITH HINDERLITER DE LLAMAS AND ASSOCIATES FOR SALES AND USE TAX SERVICES

RECOMMENDED ACTION: Move to adopt a resolution (Attachment 1) approving the Master Services Agreement and Schedule A (Attachment 2) with Hinderliter de Llamas and Associates for sales and use tax services and authorizing the City Manager or Finance Director to execute the agreement.

[Staff Report Master Services Agreement with HdL.pdf](#)

[2. HdL - Master Services Agreement with Schedule A.pdf](#)

[1. Resolution - HdL Sales and Use Tax Services.pdf](#)

14.G APPROVAL OF A THREE-YEAR RENEWAL AGREEMENT WITH OPENGOV, INC. FOR EXISTING CITYWIDE PERMITTING AND LICENSING SOFTWARE SYSTEM

RECOMMENDED ACTION: Move to approve the resolution (Attachment 1) awarding a three-year renewal contract (Attachment 2) to OpenGov, Inc. for citywide permitting and licensing software and authorizing the City Manager or Finance Director to execute the agreement with OpenGov, Inc.

[Staff Report - OpenGov Renewal](#)

[1. Resolution - OpenGov Renewal](#)

[2. OpenGov Renewal Agreement](#)

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

15. BUSINESS ITEMS

15.A UPDATES TO THE BENICIA MASTER FEE SCHEDULE

RECOMMENDED ACTION: Conduct a public hearing and adopt a resolution (Attachment 1) amending the Benicia Master Fee Schedule (Exhibit A) effective July 1, 2026.

[Staff Report - Master Fee Updates](#)

[1. Resolution - Master Fee Updates](#)

15.B FIRE DEPARTMENT AMENDMENTS TO THE BENICIA MASTER FEE SCHEDULE

RECOMMENDED ACTION: Conduct a public hearing and adopt a resolution (Attachment 1) amending the Benicia Master Fee Schedule effective July 1, 2026.

[Staff Report - Fire Department Amendments to the Benicia Master Fee Schedule](#)

[1. Resolution - Benicia Master Fee Schedule Amendments](#)

[2. Updated Fees Table](#)

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

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

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

17. COUNCIL MEMBER COMMITTEE REPORTS

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

17.A COUNCIL MEMBER COMMITTEE REPORTS

[Council Member Committee Reports](#)

18. ADJOURNMENT (8:30 P.M.)

Public Participation

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

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

Americans with Disabilities Acts

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

Meeting Procedures

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

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

Public Records and Writings Received After Agenda Posting

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

Contact Your Council Members

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

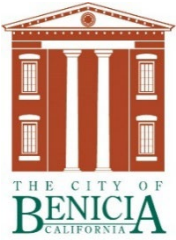
Mayor Steve Young: SYoung@ci.benicia.ca.us

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

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

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

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



PROCLAMATION

IN RECOGNITION OF

Juneteenth Freedom Day June 19, 2026

WHEREAS, Juneteenth is the oldest known celebration commemorating the abolition of slavery in the United States and the emancipation of African American slaves throughout the Confederate South. Union soldiers landed at Galveston, Texas on June 19, 1865, with the news that the Civil War had ended and the enslaved were now free, more than two years after the Emancipation Proclamation was issued on January 1, 1863. Until that day, slavery had been relatively unaffected in Texas by the Emancipation Proclamation, and Texas was viewed as a safe haven for slave owners to relocate with their slaves because the state experienced no large-scale fighting or significant presence of Union troops; and

WHEREAS, on that first Juneteenth, a name that combines June and 19th, the people of Texas were read General Order Number 3, which stated: *"The people of Texas are informed that in accordance with a Proclamation from the Executive of the United States, all slaves are free. This involves an absolute equality of rights and the rights of property between former masters and slaves, and the connection heretofore existing between them becomes that between employer and free laborer."* The Juneteenth announcement was met with jubilation that spread throughout the country as African Americans relocated to neighboring states and became reacquainted with family; and

WHEREAS, the first Juneteenth celebration was a time for reassurance, prayer, and the gathering of family members. Juneteenth continued to be widely observed in Texas decades later, with many former slaves and descendants making an annual pilgrimage to Galveston, Texas. Today, Juneteenth continues to grow within communities and organizations throughout the country. Numerous national and local Juneteenth organizations have organized with the common mission of promoting and cultivating knowledge and appreciation of African American history and culture, while encouraging continuous self-development and respect for all people and cultures; and

WHEREAS, California Assembly Bill No. 1749, approved and filed with the Secretary of State on July 12, 2002, required the Governor of the State of California to proclaim the 3rd Saturday in June each year as "Juneteenth National Freedom Day: A day of observance," and would urge the people of California to join in celebrating this day to honor and reflect on the significant role that African-Americans have played in the history of the United States and how they have enriched society through their steadfast commitment to promoting brotherhood and equality.

NOW, THEREFORE, BE IT RESOLVED THAT I, Steve Young, Mayor of the City of Benicia, on behalf of the City Council of the City of Benicia, hereby proclaim June 19, 2026 as "Juneteenth Freedom Day" in the City of Benicia, and encourage residents, schools, businesses, and community groups to celebrate Juneteenth as a day of remembrance and celebration.

Steve Young, Mayor
June 16, 2026



RESOLUTION NO. 26-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING
THE MAYOR'S REAPPOINTMENT OF GREG WILSON TO THE ARTS AND
CULTURE COMMISSION FOR A FULL-TERM ENDING
JULY 31, 2030**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Benicia that the reappointment of Greg Wilson to the Arts and Culture Commission by Mayor Young is hereby confirmed.

On motion of Mayor Young, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 16th day of June 2026, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

RESOLUTION NO. 26-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING
THE MAYOR'S REAPPOINTMENT OF NEEMA HEKMAT TO THE ARTS AND
CULTURE COMMISSION FOR A FULL-TERM ENDING
JULY 31, 2030**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Benicia that the reappointment of Neema Hekmat to the Arts and Culture Commission by Mayor Young is hereby confirmed.

On motion of Mayor Young, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 16th day of June 2026, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

RESOLUTION NO. 26-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING
THE MAYOR'S REAPPOINTMENT OF ELIZABETH O'BRIEN TO THE COMMUNITY
SERVICES COMMISSION FOR A FULL-TERM ENDING
JULY 31, 2030**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Benicia that the reappointment of Elizabeth O'Brien to the Community Services Commission by Mayor Young is hereby confirmed.

On motion of Mayor Young, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 16th day of June 2026, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

RESOLUTION NO. 26-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING
THE MAYOR'S APPOINTMENT OF HELENA FOWLER TO THE COMMUNITY
SERVICES COMMISSION FOR A FULL-TERM ENDING
JULY 31, 2030**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Benicia that the appointment of Helena Fowler to the Community Services Commission by Mayor Young is hereby confirmed.

On motion of Mayor Young, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 16th day of June 2026, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

RESOLUTION NO. 26-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING
THE MAYOR'S APPOINTMENT OF JESSICA DE TRANE TO THE COMMUNITY
SERVICES COMMISSION FOR A PARTIAL-TERM ENDING
JULY 31, 2029**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Benicia that the appointment of Jessica De Trane to the Community Services Commission by Mayor Young is hereby confirmed.

On motion of Mayor Young, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 16th day of June 2026, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

RESOLUTION NO. 26-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING
THE MAYOR'S APPOINTMENT OF BARBARA MCBRIDE TO THE COMMUNITY
SUSTAINABILITY COMMISSION FOR A FULL-TERM ENDING
JULY 31, 2030**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Benicia that the appointment of Barbara McBride to the Community Sustainability Commission by Mayor Young is hereby confirmed.

On motion of Mayor Young, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 16th day of June 2026, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

RESOLUTION NO. 26-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING
THE MAYOR'S APPOINTMENT OF CAROLINE PILOTTE TO THE COMMUNITY
SUSTAINABILITY COMMISSION FOR A STUDENT TERM ENDING
JULY 31, 2027**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Benicia that the appointment of Caroline Pilotte to the Community Sustainability Commission by Mayor Young is hereby confirmed.

On motion of Mayor Young, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 16th day of June 2026, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

RESOLUTION NO. 26-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING
THE MAYOR'S APPOINTMENT OF CHRISTOPHER MILNE TO THE ECONOMIC
DEVELOPMENT BOARD FOR A FULL-TERM ENDING
JULY 31, 2030**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Benicia that the appointment of Christopher Milne to the Economic Development Board by Mayor Young is hereby confirmed.

On motion of Mayor Young, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 16th day of June 2026, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

RESOLUTION NO. 26-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING
THE MAYOR'S APPOINTMENT OF JUDY SHEPARD-HALL TO THE ECONOMIC
DEVELOPMENT BOARD FOR A PARTIAL-TERM ENDING
JULY 31, 2028**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Benicia that the appointment of Judy Shepard-Hall to the Economic Development Board by Mayor Young is hereby confirmed.

On motion of Mayor Young, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 16th day of June 2026, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

RESOLUTION NO. 26-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING
THE MAYOR'S APPOINTMENT OF WARREN RITTER TO THE ECONOMIC
DEVELOPMENT BOARD FOR A PARTIAL-TERM ENDING
JULY 31, 2029**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Benicia that the appointment of Warren Ritter to the Economic Development Board by Mayor Young is hereby confirmed.

On motion of Mayor Young, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 16th day of June 2026, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

RESOLUTION NO. 26-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING
THE MAYOR'S APPOINTMENT OF SIMONE ST. CLARE TO THE HISTORIC
PRESERVATION REVIEW COMMISSION FOR A FULL-TERM ENDING
JULY 31, 2030**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Benicia that the appointment of Simone St. Clare to the Historic Preservation Review Commission by Mayor Young is hereby confirmed.

On motion of Mayor Young, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 16th day of June 2026, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

RESOLUTION NO. 26-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING
THE MAYOR'S APPOINTMENT OF LYNN TRACY NERLAND TO THE HISTORIC
PRESERVATION REVIEW COMMISSION FOR A FULL-TERM ENDING
JULY 31, 2030**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Benicia that the appointment of Lynn Tracy Nerland to the Historic Preservation Review Commission by Mayor Young is hereby confirmed.

On motion of Mayor Young, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 16th day of June 2026, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

RESOLUTION NO. 26-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING
THE MAYOR'S REAPPOINTMENT OF MISTY BOSTATER TO HOUSING
AUTHORITY FOR A TENTANT-TERM ENDING
JULY 31, 2028**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Benicia that the reappointment of Misty Bostater to the Housing Authority by Mayor Young is hereby confirmed.

On motion of Mayor Young, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 16th day of June 2026, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

RESOLUTION NO. 26-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING
THE MAYOR'S APPOINTMENT OF CYNTHIA PAPPAS TO INDUSTRIAL SAFETY
CITIZEN OVERSIGHT COMMISSION FOR A FULL-TERM ENDING
JULY 31, 2030**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Benicia that the appointment of Cynthia Pappas to the Industrial Safety Citizen Oversight Commission by Mayor Young is hereby confirmed.

On motion of Mayor Young, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 16th day of June 2026, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

RESOLUTION NO. 26-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING
THE MAYOR'S APPOINTMENT OF MICHAEL CLARKE TO LOCAL TAX
OVERSIGHT BOARD FOR A FULL-TERM ENDING
JULY 31, 2030**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Benicia that the appointment of Michael Clarke to the Local Tax Oversight Board by Mayor Young is hereby confirmed.

On motion of Mayor Young, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 16th day of June 2026, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

RESOLUTION NO. 26-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING
THE MAYOR'S REAPPOINTMENT OF JARROD SLATE TO PLANNING
COMMISSION FOR A FULL-TERM ENDING
JULY 31, 2030**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Benicia that the reappointment of Jarrod Slate to the Planning Commission by Mayor Young is hereby confirmed.

On motion of Mayor Young, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 16th day of June 2026, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

RESOLUTION NO. 26-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING
THE MAYOR'S APPOINTMENT OF TERENCE BENNETT TO PLANNING
COMMISSION FOR A FULL-TERM ENDING
JULY 31, 2030**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Benicia that the appointment of Terence Bennett to the Planning Commission by Mayor Young is hereby confirmed.

On motion of Mayor Young, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 16th day of June 2026, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

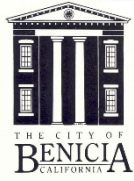
Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

DRAFT



MINUTES OF THE REGULAR MEETING – CITY COUNCIL MAY 5, 2026 6:00 P.M.

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

COURTESY ZOOM PARTICIPATION

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

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

2) CONVENE OPEN SESSION

3) ROLL CALL

All Council Members were present.

4) PLEDGE OF ALLEGIANCE

5) REFERENCE TO THE FUNDAMENTAL RIGHTS OF THE PUBLIC

6) ANNOUNCEMENTS

6.A MAYOR'S OFFICE HOURS

7) PROCLAMATIONS

8) APPOINTMENTS

9) PRESENTATIONS

10) ADOPTION OF AGENDA

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

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

Noes: (None)

11) OPPORTUNITY FOR PUBLIC COMMENTS

DRAFT

12) WRITTEN COMMENT

13) PUBLIC COMMENT

14) CONSENT CALENDAR

14.A APPROVAL OF 2026 STATE WATER PROJECT WATER TRANSFER

Staff Report - Approval of 2026 State Water Project Water Transfer 

1. Resolution - 2026 State Water Project Water Transfer 

2. SCWA 2026 SWP Letter of Understanding 

3. SCWA Water Transfer and Exchange Policy 

RESOLUTION 26-25 - A RESOLUTION APPROVING THE SOLANO COUNTY WATER AGENCY 2026 STATE WATER PROEJCT WATER TRANSFER LETTER OF UNDERSTANDING FOR THE SALE OF EXCESS UNTREATED WATER SUPPLY AND AUTHORIZING THE CITY MANAGER AND FINANCE DIRECTOR TO SIGN THE LETTER ON BEHALF OF THE CITY

Council and Staff discussed how this would affect future allotments and which budget fund the money would go into.

Public Comment:

None

On motion of Council Member Scott, seconded by Mayor Young, Council approved the adoption of Resolution 26-25, as presented, on a roll call by the following vote:

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

Noes: (None)

14.B APPROVAL OF PUBLICLY AVAILABLE SALARY SCHEDULES AND POSITION ALLOCATION CHANGE FOR THE FINANCE DEPARTMENT

Staff Report - Salary Schedules and Position Allocation Change 

1. Resolution - Salary Schedules and Position Allocation Change 

RESOLUTION 26-26 - A RESOLUTION APPROVING POSITION ALLOCATION AND BUDGET AMENDMENT AND PUBLICLY AVAILABLE SALARY SCHEDULE, AND AUTHORIZING THE CITY MANAGER TO TAKE THE NECESSARY ADMINSTRATIVE STEPS TO IMPLEMENT THE ACTIONS

DRAFT

14.C APPROVAL OF A BUDGET AMENDMENT FOR GRANT FUNDED EXTRICATION TOOLS

Staff Report - Budget Amendment for Grant Funded Extrication Tools 

1. Resolution - Budget Amendment for Grant Funded Extrication Tools 

RESOLUTION 26-27 - A RESOLUTION APPROVING A BUDGET AMENDMENT TO INCREASE FIRE DEPARTMENT REVENUE BUDGET AND EXPENSE APPROPRIATIONS BY \$76,144 TO ACCEPT GRANT FUNDS FROM THE METROPOLITAN TRANSPORTATION COMMISSION AND PURCHASE FOUR HOLMATRO EXTRACTION TOOLS

14.D REVIEW CITY COUNCIL RULES OF PROCEDURE

Staff Report - City Council Rules of Procedure 

1. City Council Rules of Procedure 

Public Comment:

Lori Grundman - Ms. Grundman requested Council increase the public comment be increased to 5 minutes, as it used to be.

Council and Staff discussed the time limit for public comment (majority preferred keeping it at 3 minutes), the boards and commission interview process, instantaneous voting, how speaker comments are controlled, the need to put anticipated timing on the agendas, how substitute motions are handled, the time limit for discussion on business items, the order of public comment cards, and postponing this item and bringing it back for discussion at a future meeting.

14.E AMENDMENTS TO THE CITY'S CONFLICT OF INTEREST CODE

Staff Report - Amendments to the City's Conflict of Interest Code 

1. Resolution - Amending the City's Conflict of Interest Code 2026 

RESOLUTION 26-28 - A RESOLUTION AMENDING THE CITY'S CONFLICT OF INTEREST CODE

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

Council pulled items 14.A, and 14.D for discussion.

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

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

DRAFT

Noes: (None)

15) BUSINESS ITEMS

15.A ACCEPTANCE OF THE ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2025

Staff Report - ACFR Acceptance

1. 2025 City of Benicia ACFR
2. 2025 City of Benicia Corrective Action Plan
3. 2025 City of Benicia Summary Schedule of Prior Audit Findings

Jeff Tschudi, Finance Director, Roxanna Moradi, Interim Accounting Manager, Rich Gonzalez, CLA, and Stephanie Bouchaine, Bouchaine Consulting, reviewed the staff report.

Council and Staff discussed clarifying questions regarding the general fund reserves and marina debt.

Public Comment:

None

On motion of Vice Mayor Macenski, seconded by Council Member Birdseye, Council approved accepted, by minute order, the Annual Comprehensive Financial Report for the fiscal year ended June 30, 2025, on a roll call by the following vote:

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

Noes: (None)

15.B APPROVAL OF LIST OF STREETS FOR 2027 CITYWIDE PAVEMENT REHABILITATION PROJECT TO RECEIVE MEASURE F AND FY 26/27 SENATE BILL 1 ROAD MAINTENANCE AND REHABILITATION ACCOUNT FUNDING

Staff Report - List of Streets FY 26-27 Pavement Rehab Project SB1 RMRA

1. Resolution - FY 27-28 Citywide Pavement Rehabilitation Project Streets List

2. City of Benicia Pavement Zones Map

RESOLUTION 26-29 - A RESOLUTION APPROVING THE LIST OF STREETS FOR THE 2027 CITYWIDE PAVEMENT REHABILITATION PROJECT TO RECEIVE MEASURE F AND FY 26/27 SENATE BILL 1 ROAD MAINTENANCE AND REHABILITATION ACCOUNT FUNDING

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

DRAFT

Council and Staff discussed the presentation.

Public Comment:

1. Stan Winkley - Mr. Winkley discussed concern regarding the condition of the street past 761 West I Street to West 8th Street.
2. Citizen - the citizen discussed concern regarding East B street and the streets around the Marina.
3. Kathy Kerridge - Ms. Kerridge concern regarding West I street, as mentioned by Mr. Winkley.
4. Citizen - the citizen discussed concern regarding the state of the streets.

Council and Staff discussed the streets list. Council approved the proposed resolution with direction to staff study the costs Bayview Circle the 250 ft. section of West I Street and come back with cost information for Council consideration.

On motion of Council Member Birdseye, seconded by Council Member Scott, Council approved the adoption of Resolution 26-29, as presented, with additional direction to staff, on a roll call by the following vote:

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

Noes: (None)

15.C DISPOSITION AND DEVELOPMENT AGREEMENT (DDA) FOR BENICIA SENIOR AFFORDABLE HOUSING ("SENIOR CENTER SITE" NEAR AND AT 187 EAST L STREET AND THE VACANT PARCEL AT THE NORTHEAST CORNER OF EAST 4TH AND EAST L STREETS)

Staff Report - Benicia Senior DDA 

1. Resolution - Benicia Senior DDA 

Exhibit A - Disposition and Development Agreement 

2. PC Resolution No. 26-1 

RESOLUTION 26-30 - A RESOLUTION APPROVING A DISPOSITION AND DEVELOPMENT AGREEMENT WITH EDEN BENICIA SENIOR INVESTORS, LP AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

Council asked clarifying questions regarding parking, the number of units, what counts as income, how library will be integrated, further public engagement opportunities, estimate of cost for buildout of Senior Center, streetscape and promenade, and funding possibilities.

Public Comment:

DRAFT

1. Brett Nelson - Mr. Nelson spoke in support of the project and asked if memory care, skilled nursing, or assisted living would be provided.

On motion of Council Member Birdseye, seconded by Vice Mayor Macenski, Council approved the adoption of Resolution 26-30, as presented, on a roll call by the following vote:

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

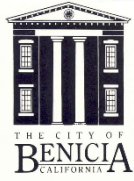
Noes: (None)

16) **ADJOURNMENT (9:00 P.M.)**

Mayor Young adjourned the meeting at 9:52 p.m.

City Clerk

DRAFT



MINUTES OF THE REGULAR MEETING – CITY COUNCIL JUNE 02, 2026 6:00 P.M.

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

COURTESY ZOOM PARTICIPATION

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

Mayor Young called the meeting to order at 6:00 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) PLEDGE OF ALLEGIANCE

5) REFERENCE TO THE FUNDAMENTAL RIGHTS OF THE PUBLIC

6) ANNOUNCEMENTS

6.A MAYOR'S OFFICE HOURS

7) PROCLAMATIONS

7.A PROCLAMATION - 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 

DRAFT

1. Redacted Applications and Resumes 

9) PRESENTATIONS

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

10) ADOPTION OF AGENDA

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

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

Noes: (None)

11) OPPORTUNITY FOR PUBLIC COMMENTS

12) WRITTEN COMMENT

13) PUBLIC COMMENT

1. Citizen - the citizen discussed concern regarding the proposed charter city change and real property transfer tax (RPTT).
2. Christina Strawbridge - Mrs. Strawbridge discussed the fundraising efforts for the Fourth of July fireworks.

14) CONSENT CALENDAR

14.A MINUTES FROM THE MAY 19, 2026 SPECIAL AND REGULAR MEETINGS

May 19, 2026 Special City Council Meeting Minutes 

May 19, 2026 Regular City Council Meeting Minutes 

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

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 

RESOLUTION NO. 26- 37 - 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

DRAFT

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

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

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 

RESOLUTION NO. 26- 38 - 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

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

Staff Report - Establishing Appropriation Limit for FY2026-27 
1. Resolution - Establishing Appropriation Limit for FY2026-27 

RESOLUTION NO. 26- 39 - 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

14.E 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)

DRAFT

15) BUSINESS ITEMS

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

Mario Giuliani, City Manager, and Eric Meyers, HdL Companies, reviewed the staff report and a PowerPoint presentation.

Council and Staff discussed clarifying questions.

Public Comment:
None

Council discussed the item, there was Council consensus on \$100,000 exemption, two Council Members preferred Model 1 with Option 1, and one Council Member preferred Option 4.

Regarding the Marine Terminal, Council majority preferred Option 2 or 3.

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

Staff Report - Release of Designation 

RESOLUTION NO. 26- 40 - 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

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

Council and Staff discussed the presentation.

Public Comment:
None

1. Resolution - Release of Pension Designation

On motion of Council Member Birdseye, seconded by Council Member Scott, Council approved the adoption of Resolution 26-40, 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)

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

RESOLUTION NO. 26- 41 - 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

Galen Davis, Zanjero, reviewed the staff report and PowerPoint presentation.

Council and Staff discussed the presentation.

Public Hearing Opened

Public Comment:

1. Brett Nelson - Mr. Nelson discussed the need to improve on the issue of rainwater storage.

Public Hearing Closed

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 

On motion of Council Member Birdseye, seconded by Mayor Young, Council approved the adoption of Resolution 26-41, 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.D APPROVAL OF AGREEMENT WITH OPTERRA ENERGY SERVICES, LLC FOR SOLAR PREVENTATIVE MAINTENANCE, REPAIRS AND UPGRADES AND APPROVING BUDGET AMENDMENTS

DRAFT

RESOLUTION NO. 26- 19 - 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

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

Council and Staff discussed the presentation, and the City's purchasing/procurement process as it pertains to this item.

Council would like to bring the issue of procurement/purchasing back at a future meeting.

Public Comment:

None

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

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

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

On motion of Council Member Birdseye, seconded by Council Member Scott, Council approved the adoption of Resolution 26-19, as presented, on a roll call by the following vote:

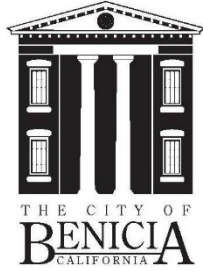
Ayes: Council Member Birdseye, Council Member Largaespada, Council Member Scott, Mayor Young

Noes: (None)

16) [ADJOURNMENT \(9:00 P.M.\)](#)

Mayor Young adjourned the meeting at 9:18 p.m.

City Clerk



**AGENDA ITEM
CITY COUNCIL MEETING DATE – JUNE 16, 2026
CONSENT CALENDAR**

TO : City Manager

FROM : Public Works Director

SUBJECT : **APPROVAL OF AGREEMENT WITH KARLA'S JANITORIAL & SUPPLIERS, LLC. FOR CITYWIDE CUSTODIAL SERVICES**

EXECUTIVE SUMMARY:

The City does not have full-time custodial staff to maintain City owned facilities. It is necessary to contract those services to address the daily custodial needs of City facilities. Staff are recommending that a two-year agreement, with the option to renew it for two additional one-year terms, be approved for Karla's Janitorial & Suppliers, LLC (Karla's Janitorial) for custodial services.

RECOMMENDATION:

Move to adopt a resolution (Attachment 1) approving an agreement for custodial services (Attachment 2) to Karla's Janitorial for fiscal year 2026-2027 through fiscal year 2027-2028, authorizing the City Manager or Finance Director to execute the agreement on behalf of the City, and authorizing the Public Works Director to approve two optional one-year extensions, if warranted.

BUDGET INFORMATION:

The cost for custodial services is \$279,972 per year. The agreement is not to exceed \$279,972 per year, for a total of \$559,944 for the two-year term. The agreement will commence on July 1, 2026, through June 30, 2028, and will allow for two one-year extensions if warranted. Sufficient budget appropriations are included in the adopted FY27 budget. The cost for services in FY28 will be included as part of the next two-year budget process.

Account	FY27	FY28
0108075-7008	\$260,230	\$260,230
6208040-7008	\$1,280	\$1,280
7108031-7008	\$1,280	\$1,280
7508021-7008	\$1,280	\$1,280
7108030-7008	\$8,932	\$8,932
7508020-7008	\$6,970	\$6,970
TOTAL:	\$279,972	\$279,972

BACKGROUND:

The City needs comprehensive cleaning services across 12 City buildings and structures, encompassing a total of 21 service locations of varying sizes and configurations. Certain facilities include multiple service locations that may be separated by floors or proximity to main structure.

The City does not have full-time custodial staff to maintain City-owned facilities. It is necessary to contract custodial services company to address the daily custodial needs of City facilities. The previous custodial services agreement expires on June 30, 2026. The agreement covers services for: City Hall offices, including Human Resources, James Lemos Swim Center, Library, Corporation Yard, Clocktower, City Gym, Water Treatment Plant, Wastewater Treatment Plant, Fire Station 11, Police Department, IT/Investigations, and Senior Center.

The Request For Proposals (RFP) was issued in conformance with Benicia Municipal Code 3.10.030 – Procurement of Services, and received seven proposals in response to the RFP with the results summarized in the table below:

RANK	PROPOSER'S NAME AND CITY	TOTAL AMOUNT PER FY YEAR
1	Karla's Janitorial & Suppliers, LLC Oakland, CA	\$279,972.00
2	Spotless Vision Janitorial Services LLC Vacaville, CA	\$202,245.00
3	Universal Building Services & Supply Co. Richmond, CA	\$333,132.00
4	Environmental Service Partners, Inc. Hayward, CA	\$388,336.92
5	Superior Building Services Vacaville, CA	\$517,080.00
6	Environment Control Roseville, CA	\$383,680.80
7	JDMI Corporation Napa, CA	\$334,620.00

Request for Proposals was issued through the OpenGov Platform on April 21, 2026, and proposals were due by May 14, 2026. Seven proposals were received and after careful consideration and review by staff, Karla's Janitorial was chosen for Council consideration to approve the custodial agreement.

NEXT STEPS:

If Council adopts the resolution, the agreement will be awarded to Karla's Janitorial, and the City Manager or Finance Director will execute the agreement on behalf of the City. Custodial services will begin on July 1, 2026

ALTERNATIVE ACTIONS:

If Council does not adopt the resolution, custodial services will be discontinued. Alternatively, Council may direct staff to reissue a Request for Proposals which would cause delays in custodial services to facilities.

CEQA Analysis	This action is Categorically Exempt per CEQA Section 2180(b)(9);15300 which applies to any project that has been determined not to have significant effect on the environment and exempt from this division.
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ATTACHMENTS:

1. Resolution - Approval of Agreement with Karla's Janitorial for Custodial Services
2. Custodial Services Agreement - Karla's Janitorial
Exhibit A - Scope of Work and Cost Proposal - Karla's Janitorial

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 KARLA'S JANITORIAL & SUPPLIERS, LLC FOR CITYWIDE CUSTODIAL SERVICES, AUTHORIZING THE CITY MANAGER OR FINANCE DIRECTOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY, AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO APPROVE TWO OPTIONAL ONE-YEAR EXTENSIONS, IF WARRANTED

WHEREAS, the City does not have full-time custodial staff to maintain City owned facilities. It is necessary to contract those services to address the daily custodial needs of City facilities; and

WHEREAS, the agreement covers services for: City Hall offices, including Human Resources, James Lemos Swim Center, Library, Corporation Yard, Clocktower, City Gym, Water Treatment Plant, Wastewater Treatment Plant, Fire Station 11, Police Department, IT/Investigations, and Senior Center; and

WHEREAS, Request for Proposals was issued through the OpenGov Platform on April 21, 2026, and proposals were due by May 14, 2026. Seven proposals were received and after careful consideration and review by staff, Karla's Janitorial & Supplier, LLC (Karla's Janitorial) was chosen for Council consideration to approve the custodial agreement; and

WHEREAS, the agreement is not to exceed \$279,972 per year, for a total of \$559,944 for the two-year term. The agreement will commence on July 1, 2026, through June 30, 2028, and will allow for two one-year extensions if warranted; and

WHEREAS, sufficient budget appropriations are included in the adopted FY27 budget, and the cost for services in FY28 will be included as part of the next two-year budget process.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby adopt a resolution approving an agreement for Citywide Custodial Services with Karla's Janitorial for fiscal year 2026-2027 through fiscal year 2027-2028, authorizing the City Manager or Finance Director to execute the agreement on behalf of the City, and authorizing the Public Works Director to approve two optional one-year extensions, if warranted.

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 16th day of June 2026 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

PROFESSIONAL SERVICES AGREEMENT

(\$50,000 OR MORE)

BETWEEN

CITY OF BENICIA AND

Karla's Janitorial & Suppliers LLC

This Professional Services Agreement (the "Agreement") is dated June 16, 2026, and is by and between the City of Benicia, a political subdivision of the State of California ("City") and Karla's Janitorial & Suppliers LLC, located at 1177 65th Street, Oakland, CA 94608, a California Limited Liability Company, licensed to do business in California, ("Consultant") relating to Custodial Services for City Buildings ("Services").

Recitals

WHEREAS, City wishes to retain Consultant to provide Custodial Services for City Buildings 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:** Karla's Janitorial & Suppliers LLC
- C. **City:** City of Benicia
- D. **Project:** Custodial Services for City Buildings, 27-010
- 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 commence on July 1, 2026, and conclude on June 30, 2028, 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. Services identified in Exhibit A as recurring janitorial services shall be performed on the schedule specified therein. Additional or as-needed services identified in Exhibit A, including but not limited to special event cleaning, carpet cleaning, strip and wax services, deep cleaning, and similar services, shall be performed only upon request and authorization by the City. Compensation for such services shall be in accordance with the rates set forth in Exhibit A and shall be included within the total not-to-exceed compensation established in Section 1.4.
- C. 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.
- D. 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 **\$559,944** 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, 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 City Superior Court may upon application by any party make such selection for the parties. If a party other than City refuses to mediate under this Compensation: Paragraph E, then City shall have satisfied its obligations under this Paragraph.

1.5. Maximum Costs

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

1.6. Qualified Personnel

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

City:

Jose Urquilla
Deputy Director Operations
City of Benicia
250 East L Street
Benicia, CA 94510
Phone: (707) 297-5396
Email: jurquilla@ci.benicia.ca.us

Consultant:

Sheyla Garcia
Project Manager
1177 65th Street, Oakland, CA 94608

Phone: (415) 494-5347

Email: management@karlasjanitorial.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 \$559,944 and within the times specified for each individual Project.
- B. Consultant represents that it is qualified to perform the Services and it possesses, and will continue to possess at its sole cost and expense, the necessary licenses and/or permits required to perform the Services or will obtain such licenses and/or permits prior to time such licenses and/or permits are required. Consultant also represents that it has knowledge of, and will comply with, all applicable building codes, laws, regulations and ordinances.
- C. Consultant represents that it possesses all necessary training, licenses and permits to perform the Services and that its performance of the Services will conform to the standards of practice of a professional having experience and expertise in performing professional services of like nature and complexity of the Services working on similar, successfully completed projects.
- D. The granting of any progress payment by City, or the receipt thereof by Consultant, or any inspection, review, approval or oral statement by any representative of City or any other governmental entity, shall in no way waive or limit the obligations in this Representations or lessen the liability of Consultant for unsatisfactory Services, including but not limited to cases where the defective or below standard Services may not have been apparent or detected at the time of such payment, inspection, review or approval.

1.8. Indemnification and General Liability

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

1.9. Liability of City

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

attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the Consultant, its employees, City employees or third parties, or to property belonging to any of the above.

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

1.10. Independent Contractor; Payment of Taxes and Other Expenses

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

1.11. Insurance

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

1.12. Suspension of Services

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

1.13. Termination of Agreement for Cause

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

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

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

1.14. Termination of Agreement for Convenience

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

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

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

1.15. Conflicts of Interest/Other Agreements

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

1.16. Proprietary or Confidential Information of City; Publicity

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

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

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

1.17. Notices to the Parties

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

1.18. Record Keeping and Audit Requirements

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

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

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

1.19. Subcontracting/Assignment/City Employees

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

1.20. Other Obligations

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

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

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

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

1.21. Disputes

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

1.22. Agreement Made in California; Venue

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

1.23. Compliance with Laws

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

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

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

1.24. Miscellaneous

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

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

1.25. Entire Agreement; Modifications

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

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

2. Insurance Requirements

2.1. INSURANCE REQUIREMENTS

This is an Appendix to, and made a part of and incorporated by reference to the Agreement dated June 16, 2026, by and between Karla's Janitorial & Suppliers 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. 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.

2.7. 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.

2.8. [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.

"Karla's Janitorial & Suppliers LLC"

By: Shayla Davis

Its: Project Manager

"City"

By: _____

Its: _____

"City Attorney"

By: _____

Its: City Attorney

SCOPE OF WORK

City Hall 1st and 2nd Floor 250 East L Street Monday-Thursday (5p-10p)/Tues Council meetings 6PM		
Item No.	Description	Frequency
1	Offices/Cubicles/Common Areas - Cleaning	Daily
2	Kitchen - Cleaning	Daily
3	Quad & Stairways - Cleaning	Daily
4	Restrooms - Cleaning	Daily
5	Drinking Fountains - Cleaning	Daily
6	Dusting	Weekly X1
7	Meeting rooms	Weekly X1
8	Glass Cleaning @ entry doors and Meeting rooms	Weekly X2

Human Resources Trailer (City Hall) 250 East L Street Mon & Thur 7am-12pm		
Item	Description	Frequency
1	Officers and cubicles - Cleaning	Daily
2	kitchen - Cleaning	Daily
3	Restrooms- Cleaning	Daily
4	Floor Cleaning	Daily

James Lemos Swim Center 181 East J Street Nov. 1st - Feb. 1st: CLOSED Feb. 2nd-Oct 31st: Monday-Sunday 9pm-Midnight		
Item No.	Description	Frequency
1	Offices/Lobby - Cleaning	Daily
2	Restrooms/Locker Rooms - Cleaning	Daily
3	Offices/Lobby/Locker Rooms - Additional Cleaning	Monthly
4	Special Events	As Needed
5	Deep Cleaning	As Needed

City of Benicia Public Library 150 East L Street Mon-Sun 9pm-Midnight		
Item No.	Description	Frequency
1	Main Library / Quiet Room	Daily
2	Main Library / Quiet Room	Biweekly
3	Restrooms - Cleaning	Daily
4	Meeting Rooms and Gallery - Cleaning	Daily
5	Kitchen / Staff Break Room - Cleaning.	Daily
6	Staff Work Area / Cubicles Area - Additional Cleaning	Daily
7	Library Basement -Cleaning	Daily
8	Library Basement -Cleaning	Biweekly
9	Library Basement -Cleaning	Monthly
10	Administrative Offices - Cleaning	Daily
11	Drinking Fountains - Cleaning	Daily
12	Carpet Cleaning	As Needed
13	Additional Requirements - Additional Cleaning	Quarterly
14	Special Events	As Needed
15	Deep Cleaning	As Needed

Corporation Yard Maint and Green Side 2400 East 2nd Street		
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Friday 5pm-8pm		
Item	Description	Frequency
1	Offices & Common Areas - Cleaning	Daily
2	Restrooms - Cleaning	Daily
3	Kitchen - Cleaning	Daily
4	Common Areas	Daily
5	Training Room - Cleaning	Daily

Clocktower		
1189 Washington Street		
Mon-Fri 7am-1pm		
Item	Description	Frequency
1	Offices & Common Areas - Cleaning	Daily
2	Offices - Additional Cleaning	Monthly
3	Buff floors with city provided equipment	Daily
4	Clean and wipe bartops and food service area	Daily
5	Restrooms - Cleaning	Daily
6	Restrooms - Additional Cleaning	Monthly
7	Commerical Kitchen - Cleaning	Weekly
8	Special Events	As Needed
9	Deep Cleaning	As Needed
10	Deep Cleaning- Strip & Wax Floors	Bi-annually (Dec & May)

City Gym		
180 East L street		
Mon-Fri 9pm-Midnight		
Item	Description	Frequency
1	Main entry - Cleaning	Daily
2	Restrooms	Daily
3	Main gym (basketball court) buff floors	Daily
4	Pre-school (wiggle room) Cleaning	Daily
5	Special Events	As Needed
6	Deep Cleaning	As Needed

Water Treatment Plant		
100 Water Way		
Tue 5pm-10pm		
Item No.	Description	Frequency
1	Floor Care - Operations Building	Bi-annual (July & January)
2	Cleaning - Operations Building	Daily
3	Glass Care - Operations Building	Monthly
4	Floor Care- Strip & Wax	Bi-annually (July & January)
5	Glass Care - All Windows	Bi-annually (October and May)

Waste Water Treatment Plant		
614 East 5th Street		
Friday 5pm-10pm		
Item No.	Description	Frequency
1	Upstairs - Cleaning	Daily
2	Restrooms- Cleaning	Daily
3	Downstairs - Cleaning	Daily
4	Blinds and Baseboards	Quarterly
5	Carpet Cleaning	Bi-Annually
6	Deep Cleaning	Bi-Annually
7	Perimeter Windows	Annually

Fire Department Station 11		
150 Military West		
Tue & Thu 7am-12pm		
Item	Description	Frequency
1	Main entry - Cleaning	Daily
3	Offices and Cubicles - Cleaning	Daily
4	Restrooms- Cleaning	Daily
5	Hallways - Cleaning	Daily
6	Kitchen - Cleaning	Daily
7	Sleeping Quarters- Cleaning	Daily
8	Buff Floors	Bi-annual
9	Carpet Cleaning	Bi-annual
10	Conference Room - Cleaning	Daily

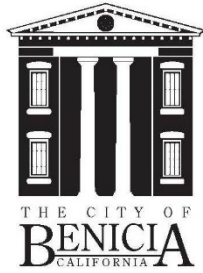
Police Department		
200 East L Street		
Mon-Sat 7am-12pm		
Item	Description	Frequency
1	Lobby- Cleaning	Daily
2	Dispatch- Cleaning	Daily
3	Offices and Cubicles - Cleaning	Daily
4	Restrooms- Cleaning	Daily
5	Hallways - Cleaning	Mon- Wed-Fri
6	Kitchen - Cleaning	Daily
7	Mens Locker Room - Cleaning	Mon-Wed-Fri
8	Womans Locker Room - Cleaning	Mon-Wed- Fri
9	Holding Cells	Mon- Thurs
10	Conference Room - Cleaning	Weekly X1
11	Evidence Office - Cleaning	Mon-Wed-Fri

IT/ INVESTIGATIONS		
150 East K Street		
Tues and Thurs 7am-12pm		
Item	Description	Frequency
1	Lobby- Cleaning	Daily
2	Floors and Stairs 1st floor	Daily
3	Offices and Cubicles - Cleaning (1st Floor)	Daily
4	Training Room - Cleaning	Daily
5	Restrooms- Cleaning	Daily
6	Kitchen - Cleaning	Daily
7	Computer Lab- Cleaning	Daily
8	Offices and break room 2nd floor	Daily

Senior Center		
187 East L Street		
Monday-Saturday 9pm-12am		
Item No.	Description	Frequency
1	Offices/Cubicles/Common Areas - Cleaning	Daily
2	Kitchen - Cleaning	Daily
3	Restrooms - Cleaning	Daily
4	Two event halls - Cleaning	Daily
5	Drinking Fountains - Cleaning	Daily
6	Dusting	Weekly X1
8	Glass Cleaning @ entry doors and Meeting rooms	Weekly X2

		Karla's Janitorial & Suppliers L.L.C.	
Line Item	Description	Unit Cost	Total
1	CITY HALL MAIN FLOOR	\$1,088.00	\$1,088.00
2	CITY HALL LOWER LEVEL	\$812.00	\$812.00
3	CITY HALL/ HUMAN RESOURCES TRAILER	\$262.00	\$262.00
4	SENIOR CENTER	\$1,664.00	\$1,664.00
5	JAMES LEMOS POOL	\$1,250.00	\$1,250.00
6	LIBRARY FIRST FLOOR	\$4,200.00	\$4,200.00
7	LIBRARY BASEMENT	\$480.00	\$480.00
8	CORPORATION YARD MAINTENANCE SIDE	\$320.00	\$320.00
9	CORPORATION YARD GREEN SIDE	\$320.00	\$320.00
10	FIRE STATION 11	\$864.00	\$864.00
11	WASTEWATER TREATMENT PLANT MAIN FLOOR	\$320.00	\$320.00
12	WASTEWATER TREATMENT PLANT LOWER LEVEL	\$160.00	\$160.00
13	WATER TREATMENT PLANT MAIN FLOOR	\$400.00	\$400.00
14	WATER TREATMENT PLANT LOWER LEVEL	\$80.00	\$80.00
15	CITY GYM	\$1,056.00	\$1,056.00
16	CLOCKTOWER	\$1,408.00	\$1,408.00
17	POLICE DEPARTMENT MAIN FLOOR	\$2,000.00	\$2,000.00
18	POLICE DEPARTMENT LOWER LEVEL	\$832.00	\$832.00
19	POLICE DEPARTMENT WOMEN'S LOCKER ROOM	\$416.00	\$416.00
20	IT/ INVESTIGATIONS 1ST FLOOR	\$432.00	\$432.00
21	IT/ INVESTIGATIONS 2ND FLOOR	\$432.00	\$432.00
22	POOL DEEP CLEANING	\$295.00	\$295.00
23	POOL SPECIAL EVENTS CLEAN REQUEST	\$152.00	\$152.00
24	LIBRARY SPECIAL EVENTS CLEAN REQUEST	\$152.00	\$152.00
25	LIBRARY CARPET SHAMPOO	\$495.00	\$495.00

26	LIBRARY DEEP CLEANING	\$256.00	\$256.00
27	CLOCK TOWER DEEP CLEANING	\$182.00	\$182.00
28	CLOCK TOWER SPECIAL EVENTS	\$152.00	\$152.00
29	CLOCK TOWER STRIP AND WAX	\$0.00	\$0.00
30	CITY GYM SPECIAL EVENTS	\$152.00	\$152.00
31	CITY GYM DEEP CLEANING	\$182.00	\$182.00
32	WATER TREATMENT PLANT STRIP AND WAX	\$395.00	\$395.00
33	WATER TREATMENT PLANT GLASS CARE	\$210.00	\$210.00
34	WASTEWATER TREATMENT PLANT CARPET SHAMPOO	\$395.00	\$395.00
35	WASTEWATER TREATMENT PLANT DEEP CLEANING	\$256.00	\$256.00
36	WASTEWATER TREATMENT PLANT STRIP AND WAX UPPER AND LOWER LEVELS	\$395.00	\$395.00
37	WASTEWATER TREATMENT PLANT GLASS CARE	\$180.00	\$180.00
38	FIRE STATION 11 CARPET SHAMPOO	\$350.00	\$350.00
39	FIRE STATION 11 STRIP AND WAX FLOORS	\$156.00	\$156.00
40	FIRE STATION 11 GLASS CARE	\$180.00	\$180.00
	Total Per Month		\$23,331.00



**AGENDA ITEM
CITY COUNCIL MEETING DATE – JUNE 16, 2026
CONSENT CALENDAR**

TO : City Manager

FROM : Public Works Director

SUBJECT : **AWARD OF CONSTRUCTION CONTRACT, APPROVE A NOTICE OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND APPROVE A BUDGET AMENDMENT FOR THE 2026 CITYWIDE PAVEMENT REHABILITATION PROJECT**

EXECUTIVE SUMMARY:

The 2026 Citywide Pavement Rehabilitation Project (Project) will consist of full depth reclamation with cement, Type 3 micro surface, asphalt rubber chip seal, asphalt treatments in two and three-layer systems, dig outs, and striping; and installation of curb, gutter, sidewalk, curb ramps with warning surfaces, crosswalks, signing and striping within Pavement Zones 6 and 17, and on Cambridge Drive and segments of Rose Drive.

RECOMMENDATION:

Adopt a resolution accepting the bids for the Project (Attachment 1), awarding the construction contract (Attachment 2), including the Bid Alternates 1 and 2, to Team Ghilotti, Inc. of Petaluma, in the amount of \$4,803,450, plus a 10% contingency of \$480,345, for total contract authority of \$5,283,795, authorizing the City Manager to sign the contract on behalf of the City, authorizing the Project Manager to sign contract change orders up to the construction contingency amount, approving a Notice of Exemption (NOE) (Attachment 3) under the California Environmental Quality Act (CEQA) Guidelines, and authorizing the Administrative Services Director to make the necessary budget amendments.

BUDGET INFORMATION:

The total cost of construction for the Project is \$5,283,795, which includes construction and construction contingency. A Fiscal Year 2026/27 budget amendment is needed to transfer \$1,752,895 from Fund 312 Measure F to Fund 311 Road Maintenance Rehabilitation Account (RMRA) where the pavement projects are budgeted and to increase the construction budget in the RMRA fund's construction budget (org/object 3118090-7403 Project 811001 - 2026 Pavement Rehabilitation Project). The 2026 Pavement Rehabilitation Project is the first project to receive Measure F funding. With this proposed budget amendment, the total Measure F funding for this project will be \$3,553,772. The remaining construction budget is funded from RMRA revenue

(\$730,000), a transfer in from the General Fund (\$500,000), Franchise Fees (\$200,000), and Fund 311 RMRA Fund balance (\$300,023)

BACKGROUND:

The Project will consist of full depth reclamation with cement, Type 3 micro surface, asphalt rubber chip seal, asphalt treatments in two and three-layer systems, dig outs, and striping in Pavement Zones 6 and 17, Cambridge Drive, and Rose Drive. Removal and installation of asphalt concrete, curb, gutter, sidewalk, curb ramps with warning surfaces, crosswalks, signing and striping at various locations within the Pavement Zones.

The project consists of Zone 7, Zone 17, Cambridge Drive (from Rose Drive to Hastings Drive), and Rose Drive (from Columbus Parkway to Palace Court / Bolton Circle).

On June 2, 2026, a total of eight (8) responsive bids were received for the Project with the results summarized in the table below:

Bid Results:

RANK	BIDDER'S NAME AND ADDRESS	Total BID
*1	Team Ghilotti, Inc., Petaluma CA	\$4,803,450.00
2	Radius Earthwork Inc., Campbell CA	\$5,049,990.84
3	DeSilva Gates Construction, LLC, Dublin CA	\$5,088,321.00
4	Bay Cities Paving & Grading, Inc., Concord CA	\$5,192,930.00
5	Goodfellow Bros. California, LLC, Livermore CA	\$5,219,829.00
6	Ghilotti Bros., Inc., San Rafael CA	\$5,278,081.20
7	McGuire and Hester, Oakland CA	\$5,355,056.00
8	Terocons, Inc., San Francisco, CA	\$5,485,633.50

The bids are based on the quantities estimated by the City Engineer. The final contract amount may be adjusted once final material quantities are determined upon completion of work.

In accordance with the contract specifications, the construction contract must be awarded to the bidder submitting the lowest responsive responsible base contract bid plus alternatives, in the order that they appeared in the bid documents, up to a specific funding amount that was publicly disclosed to the Bidders prior to opening bids. For this project, the declared funding amount for the purpose of determining a low bidder was \$5,800,000..

Staff recommend that the construction contract be awarded to Team Ghilotti, Inc. in the amount of \$4,803,450, including bid alternates.

CEQA Exemption

Article 19 of the State CEQA Guidelines includes, as required by Public Resources Code Section 21084, a list of classes of projects that have been determined not to have a significant effect on the environment and, as a result, are exempt from review under CEQA. This Project demonstrates that the proposed Project qualifies for a Categorical Exemption as an Existing Facility (Class 2), consistent with the provisions of State CEQA Guidelines Sections 15302 and provides information for the City as the Lead Agency regarding a finding that the proposed Project is exempt under CEQA.

NEXT STEPS:

Staff recommends awarding this contract to Team Ghilotti, Inc. The Project is anticipated to begin on July 6, 2026, and is scheduled to be completed in approximately 90 working days.

ALTERNATIVE ACTIONS:

Council could choose not to award this contract and rebid at a later date, which would significantly delay the completion of the Project.

CEQA Analysis	This project is Categorically Exempt per CEQA Section 15301 (c), which applies to repair and maintenance of existing roadways.
--------------------------	--

ATTACHMENTS:

1. Resolution – 2026 Citywide Pavement Rehabilitation Project
2. Agreement – 2026 Citywide Pavement Rehabilitation Project
3. Notice of Exemption – 2026 Citywide Pavement Rehabilitation Project

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 AWARD OF CONSTRUCTION CONTRACT, APPROVE A NOTICE OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND APPROVE A BUDGET AMENDMENT FOR THE 2026 CITYWIDE PAVEMENT REHABILITATION PROJECT

WHEREAS, the 2026 Citywide Pavement Rehabilitation Project (Project) will consist of full depth reclamation with cement, Type 3 micro surface, asphalt rubber chip seal, asphalt treatments in two and three-layer systems, dig outs, and striping in Pavement Zones 6 and 17, Cambridge Drive, and Rose Drive. Removal and installation of asphalt concrete, curb, gutter, sidewalk, curb ramps with warning surfaces, crosswalks, signing and striping at various locations within the Pavement Zones; and

WHEREAS, on June 2, 2026, a total of eight (8) responsive bids were received for the Project with the results summarized in the table below; and

Bid Results:

RANK	BIDDER'S NAME AND ADDRESS	Total BID
*1	Team Ghilotti, Inc., Petaluma CA	\$4,803,450.00
2	Radius Earthwork Inc., Campbell CA	\$5,049,990.84
3	DeSilva Gates Construction, LLC, Dublin CA	\$5,088,321.00
4	Bay Cities Paving & Grading, Inc., Concord CA	\$5,192,930.00
5	Goodfellow Bros. California, LLC, Livermore CA	\$5,219,829.00
6	Ghilotti Bros., Inc., San Rafael CA	\$5,278,081.20
7	McGuire and Hester, Oakland CA	\$5,355,056.00
8	Terocons, Inc., San Francisco, CA	\$5,485,633.50

WHEREAS, Staff recommends that the construction contract be awarded to Team Ghilotti, Inc. of Petaluma, CA, in the amount of \$4,803,450, including the bid alternates; and

WHEREAS, the total construction contract authority is \$5,283,795, which includes the base bid amount of \$3,966,500, bid alternates amount of \$836,950, and 10% construction contingency of \$480,345; and

WHEREAS, this Project is categorically exempt under CEQA pursuant to Section 15302 of the CEQA guidelines; and

WHEREAS, a Fiscal Year 2026/27 budget amendment is needed to transfer \$1,752,895 from Fund 312 Measure F to Fund 311 Road Maintenance Rehabilitation Account (RMRA) where the pavement projects are budgeted and to increase the construction budget in the RMRA fund's construction budget (org/object 3118090-7403 Project 811001 - 2026 Pavement Rehabilitation Project); and

WHEREAS, the 2026 Pavement Rehabilitation Project is the first project to receive Measure F funding, with this proposed budget amendment, the total Measure F funding for this project will be \$3,553,772 and the remaining construction budget is funded from RMRA revenue (\$730,000), a transfer in from the General Fund (\$500,000), Franchise Fees (\$200,000), and Fund 311 RMRA Fund balance (\$300,023).

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia hereby approves the construction plans and specifications and accepts the bids and awards the construction contract in the amount of \$4,803,450 to Team Ghilotti, Inc., Petaluma, CA for the 2026 Citywide Pavement Rehabilitation Project.

BE IT FURTHER RESOLVED THAT the City Council of the City of Benicia authorizes the City Manager to sign the contract on behalf of the City, authorizes the Project Manager to sign contract change orders up to the construction contingency amount, approves a Notice of Exemption (NOE) under the California Environmental Quality Act (CEQA) Guidelines, and authorizes the Administrative Services Director 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 16th day of June 2026 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

DOCUMENT 00 5200

AGREEMENT

THIS AGREEMENT, dated this **16th day of June, 2026**, by and between **Team Ghilotti, Inc.**, whose place of business is located at **2531 Petaluma Blvd South, Petaluma, CA 94952 (Contractor)**, and **CITY OF BENICIA**, a political subdivision of the State of California (**Owner**), acting under and by virtue of the authority vested in Owner by the laws of the State of California.

WHEREAS, Owner, by its Resolution No. **[Insert Number]** adopted on the **16th day of June, 2026**, awarded to Contractor the following Contract:

**2026 CITYWIDE PAVEMENT REHABILITATION PROJECT
AT CITY OF BENICIA**

CITY PROJECT NUMBER 25-06

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and Owner agree as follows:

ARTICLE 1 SCOPE OF WORK OF THE CONTRACT

1.01 Work of the Contract

- A. Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents (**Work**).

1.02 Price for Completion of the Work

- A. Owner shall pay Contractor the following Contract Sum (**\$4,803,450.00**) for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid, attached hereto.
- B. The Contract Sum includes all allowances (if any).
- C. The Contract Sum is all inclusive and includes all Work; all federal, state, and local taxes on materials and equipment, and labor furnished by Contractor, its subcontractors, subconsultants, architects, engineers, and" vendors or otherwise arising out of Contractor's performance of the Work, including any increases in any such taxes during the term of this Agreement; and any duties, fees, and royalties imposed with respect to any materials and equipment, labor or services. The taxes covered hereby include (but are not limited' to) occupational, sales, use, excise, unemployment, FICA, and income taxes, customs, duties, and any and all other taxes on any item or service that is part of the Work, whether such taxes are normally included in the price of such item or service or are normally stated separately. Notwithstanding the foregoing, each party shall bear such state or local inventory, real property, personal property or fixtures taxes as may be properly assessed against it by applicable taxing authorities.

COMMENCEMENT AND COMPLETION OF WORK

1.03 Contract Payment – Retention

- A. All payments made pursuant to the terms of this Agreement and Contract Documents shall be subject to a withhold of 5% retention per Public Contract Code Section 7201. Payment of the retention will be paid after the work is completed, City Council has accepted the Project as complete, and the Notice of Completion has been filed with the Solano County Recorder's Office.

1.04 Commencement of Work

- A. Contractor shall commence Work on the date established in the Notice to Proceed

- ## 1.05 Completion of Work

- ## 2.01 Owner's Project Manager

- ## 2.02 Contractor's Project Manager and Other Key Personnel

- ### 3.01 Liquidated Damage Amounts

- ### 3.02 Scope of Liquidated Damages

- ## ARTICLE 4 LIQUIDATED DAMAGES FOR UNAUTHORIZED CHANGES OF KEY PERSONNEL

4.01 Liquidated Damage Amounts

- ## ARTICLE 5 CONTRACT DOCUMENTS

5.01 Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

Document 00 5100	Notice of Award
Document 00 5200	Agreement
Document 00 5500	Notice to Proceed
Document 00 6113.13	Construction Performance Bond
Document 00 6113.16	Construction Labor and Material Payment Bond
Document 00 6290	Escrow Agreement for Security Deposits
Document 00 6325	Substitution Request Form
Document 00 6530	Release of Claims
Document 00 6536	Guaranty
Document 00 7200	General Conditions
Document 00 7301	Supplemental General Conditions
Document 00 7316	Supplementary Conditions – Insurance & Indemnification
Document 00 7380	Apprenticeship Program
Document 00 9113	Addenda
Document 00 0115	Drawings and Technical Specifications as listed
Project Manual and Appendices	
City of Benicia Engineering Design Standards and Standard Plans	
2025 State Standard Specifications	

5.02 There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided in Document 00 7200 (General Conditions).

ARTICLE 6 MISCELLANEOUS

6.01 Terms and abbreviations used in this Agreement are defined in Document 00 7200 (General Conditions) and Section 01 4200 (References and Definitions) and will have the meaning indicated therein.

6.02 Contractor and Owner understand and agree that in no instance are the persons signing this Agreement for or on behalf of Owner or acting as an employee, agent, or representative of Owner, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise. Contractor and Owner further understand and agree that liability of Owner is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

6.03 Pursuant to Labor Code Section 1771(a), Contractor represents that it and all of its Subcontractors are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor covenants that any additional or substitute Subcontractors will be similarly registered and qualified.

6.04 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time Owner tenders final payment to Contractor, without further acknowledgment by the parties.

6.05 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 Owner's Facilities Development and Management Division, may be obtained from the California Department of Industrial Relations website [<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>] and are deemed included in the Contract Documents, and shall be made available to any interested party on request. Pursuant to Labor Code Sections 1860 and 1861, in accordance with Labor Code Section 3700, every

contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Labor Code Section 3700 that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

- 6.06** This Agreement and the Contract Documents shall be deemed to have been entered into in the City of Benicia, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Solano, California.

IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

CITY OF BENICIA:

APPROVED AS TO CONTENT:

By: _____
City Engineer

APPROVED AS TO FORM:

By: _____
City Attorney

APPROVED AS TO ADMINISTRATION:

By: _____
City Manager

CONTRACTOR:

Name: _____

By: _____
(Signature)

Its: _____
Title (If Corporation: Chairman, President
or Vice President)

1099 INFORMATION:

Contractor Taxpayer I.D. No.: _____

Incorporated: ☐ Yes ☐ No

END OF DOCUMENT

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: Solano

675 Texas Street, Suite 6500

Fairfield, CA 94533

From: (Public Agency): City of Benicia

250 East L Street

Benicia, CA 94510

(Address)

Project Title: 2026 Citywide Pavement Rehabilitation Project

Project Applicant: City of Benicia

Project Location - Specific:

City of Benicia Pavement Zones 6 and 17, Cambridge Drive, and Rose Drive.

Project Location - City: Benicia Project Location - County: Solano

Description of Nature, Purpose and Beneficiaries of Project:

Project includes asphalt surface treatment, full depth reclamation, and pavement repair of 5.1 centerline miles of roads; striping; replacement of curb ramps; and use of approximately 7,500 SF of undeveloped open space for a temporary staging area. The purpose of the project is to maintain the City's pavement network and improve accessibility for pedestrians and cyclists.

Name of Public Agency Approving Project: City of Benicia

Name of Person or Agency Carrying Out Project: City of Benicia

Exempt Status: (check one):

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: Class I (Cal. Code Regs. tit. §15301)
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:

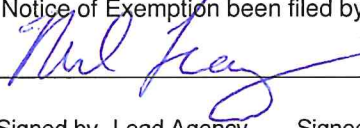
The project is categorically exempt from the California Environmental Quality Act (CEQA) per Section 15301 (c), which exempts the operation, repair, maintenance of existing roadways, permitting, licensing, or minor alteration of existing facilities involving negligible or no expansion of use beyond that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

Lead Agency

Contact Person: Neil Leary Area Code/Telephone/Extension: 707-746-4203

If filed by applicant:

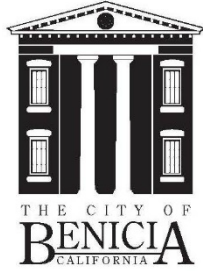
1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature:  Date: 6/3/2026 Title: City Engineer

▪ Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____



**AGENDA ITEM
CITY COUNCIL MEETING DATE – JUNE 16, 2026
CONSENT CALENDAR**

TO : City Manager

FROM : Public Works Director

SUBJECT : **AWARD OF CHEMICAL PURCHASE ORDERS FOR WATER AND WASTEWATER TREATMENT DIVISIONS FOR FISCAL YEAR 2026-2027 AND APPROVING A BUDGET AMENDMENT**

EXECUTIVE SUMMARY:

Each year the Water and Wastewater Treatment Plants procure chemicals used to treat water and wastewater. Since 1994, the City, and other agencies in and around Solano, Napa, and Yolo counties make up the North Bay Agency Chemical Pool (Chemical Pool) to obtain the best possible pricing through bulk purchasing. The proposed procurement for Fiscal Year 2026-27 includes leveraging the Chemical Pool to meet most of the City's chemical treatment needs for water and wastewater.

RECOMMENDATION:

Move to adopt a resolution (Attachment 1) accepting the Chemical Pool bids of lowest responsive and responsible bidders (Attachment 2), approving the related purchase orders for water and wastewater treatment for FY26-27, authorizing the Finance Director to make the necessary budget amendment, and authorizing the City Manager or Finance Director, to sign the purchase orders on behalf of the City.

BUDGET INFORMATION:

The cost of the chemical procurement was included as part of budget development. The FY 2026-27 budget for water treatment chemicals (Account No. 7508020-7164) is \$600,000 and the anticipated cost is \$682,000 (excluding polymer). The FY 2026-27 budget for wastewater treatment (Account No. 7108030-7164) is \$634,300 and the anticipated cost is \$510,500.

A budget amendment, in the amount of \$160,000, is needed for water treatment chemicals in FY 2026-27 in Account No. 7508020-7164 from Water Fund balance (Fund 750) to cover the \$82,000 chemical cost increases along with an estimated \$78,000 for polymer, which will be bid separately in the near future. The City needs additional specialized polymers for water and wastewater treatment. These specialized chemicals are not procured through the Chemical Pool.

BACKGROUND:

The City of Benicia, along with the cities of Vallejo, Fairfield, and Vacaville, formed the Chemical Pool group purchasing entity in 1994. Since 1994, the Chemical Pool has expanded to include 13 water and wastewater treatment agencies to obtain competitive pricing through joint purchasing. In general, bulk chemical purchasing is less expensive for the Chemical Pool even though pricing fluctuations occur at times primarily due to market forces, transportation, and energy costs. Each year, the Chemical Pool conducts an open solicitation to provide chemicals commonly used by members of the Chemical Pool. Benicia Municipal Code 3.08.090(I) states that the City may purchase supplies from a vendor awarded a bid by another agency if said agency used procedures substantially the same as those used by the City, and that the amount of the said purchase shall be passed on the price bid. The "Notice to Bidder: North Bay Agency Chemical Pool Chemical Requirements for 2026-27" used procedures substantially the same as those normally used by the City. Because the total award exceeds the delegated authority limit of \$200,000 for the Public Works Department, Council approval is being requested per BMC 3.08.090(F).

Table 1. Results of Chemical Pool FY26-27 Solicitation

Awarded Low Bidder	Chemical	Unit Cost	Water Cost FY 26-27	Wastewater Cost FY 26-27
Chemtrade Chemicals US	Aluminum Sulfate	\$789.54/dry ton	\$387,000	\$0
Univar Solutions	Sodium Hydroxide (25%)	\$1,127.20/dry ton (short)	\$0	\$28,200
Univar Solutions	Sodium Hydroxide (25%)	\$1,028.81/dry ton (full)	80,000	\$0
Univar Solutions	Sodium Hydroxide (50%)	\$823.49/dry ton (full)	\$120,000	\$0
Thatcher Company of CA, Inc.	Liquid Chlorine Gas	\$3,265/ton	\$75,000	\$0
Univar Solutions	Sodium Hypochlorite (12.5%)	\$3.90/gallon (full load)	\$0	\$340,800
Thatcher Company of CA, Inc.	Ferric Chloride (43%)	\$1,153/dry ton	\$0	\$40,000
Dubois	Hydrofluosilicic Acid/Fluoride (24%)	\$762.78/adj ton	\$20,000	\$0
Univar Solutions	Sodium Bisulfite (25%)	\$1.45/gallon	\$0	\$101,500
Total			\$682,000	\$510,500

NEXT STEPS:

If the resolution is approved, staff will begin processing purchase orders for the Water and Wastewater Treatment Plants.

ALTERNATIVE ACTIONS:

Council may direct staff to issue a separate request for proposal, which would cause delays in chemical treatment procurement and will result in higher chemical costs.

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).
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ATTACHMENTS:

1. Resolution – Chem Purchase Orders – Water/Wastewater Treatment FY26-27
2. Chemical Pool Bid Summary FY26-27

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 ACCEPTING BIDS AND APPROVING PURCHASE ORDERS TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDERS FOR FURNISHING CHEMICALS FOR WATER AND WASTEWATER TREATMENT FOR FISCAL YEAR 2026-2027, AUTHORIZING A BUDGET AMENDMENT, AND AUTHORIZING THE CITY MANAGER OR FINANCE DIRECTOR TO SIGN THE PURCHASE ORDERS ON BEHALF OF THE CITY

WHEREAS, the City of Benicia formed the North Bay Agency Chemical Pool (Chemical Pool) in 1994 to procure water and wastewater treatment chemicals in bulk to save each agency money; and

WHEREAS, the Chemical Pool consists of 13 agencies throughout Solano, Napa, and Yolo counties; and

WHEREAS, on March 18, 2026, the Chemical Pool solicited bids from qualified entities to provide chemicals. On April 15, 2026, the bids were opened and read aloud; and

WHEREAS, Benicia Municipal Code Section 3.08.090(I) allows the City to purchase supplies from vendors awarded by a bid by another governmental agency if said agency used procedures substantially the same as those normally used by the City; and

WHEREAS, Benicia Municipal Code Section 3.08.090(F) requires the City to seek Council approval for procurements of supplies and equipment that exceed \$200,000 for the Public Works Department; and

WHEREAS, the responsible bidders submitting the lowest responsive bids for the various chemicals were determined to be:

Awarded Low Bidder	Chemical	Unit Cost	Water Cost FY 26-27	Wastewater Cost FY 26-27
Chemtrade Chemicals US	Aluminum Sulfate	\$789.54/dry ton	\$387,000	\$0
Univar Solutions	Sodium Hydroxide (25%)	\$1,127.20/dry ton (short)	\$0	\$28,200
Univar Solutions	Sodium Hydroxide (25%)	\$1,028.81/dry ton (full)	80,000	\$0
Univar Solutions	Sodium Hydroxide (50%)	\$823.49/dry ton (full)	\$120,000	\$0
Thatcher Company of CA, Inc.	Liquid Chlorine Gas	\$3,265/ton	\$75,000	\$0

Univar Solutions	Sodium Hypochlorite (12.5%)	\$3.90/gallon (full load)	\$0	\$340,800
Thatcher Company of CA, Inc.	Ferric Chloride (43%)	\$1,153/dry ton	\$0	\$40,000
Dubois	Hydrofluosilicic Acid/Fluoride (24%)	\$762.78/adj ton	\$20,000	\$0
Univar Solutions	Sodium Bisulfite (25%)	\$1.45/gallon	\$0	\$101,500
Total			\$682,000	\$510,500

WHEREAS, a budget amendment, in the amount of \$160,000, is needed for water treatment chemicals in FY 2026-27 in Account No. 7508020-7164 from Water Fund balance (Fund 750) to cover the \$82,000 chemical cost increases along with an estimated \$78,000 for polymer, which is bid separately.

NOW, THEREFORE, BE IT RESOLVED THAT the bids for chemicals listed above are hereby accepted.

BE IT FURTHER RESOLVED THAT the following suppliers will be issued a purchase order to furnish specified chemicals to the Water Treatment Plant (WTP) and the Wastewater Treatment Plant (WWTP) as shown in the above table; and

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

BE IT FURTHER RESOLVED THAT the City Manager or Finance Director are authorized to sign the purchase orders, 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 16th day of June 2026 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Steve Young, Mayor

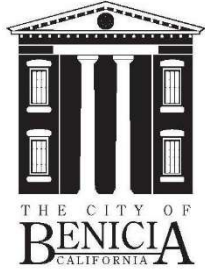
Attest:

Lisa Wolfe, City Clerk

Date

NORTH BAY AGENCY CHEMICAL POOL (NBACP) - PRIMARY CHEMICAL BID RESULTS APRIL 15, 2026
FY 2026 - 2027

CHEMICAL VENDOR	ALUM	ACID ALUM	50% NaOH (Sodium Hydroxide)		25% NaOH (Sodium Hydroxide)		LOX (Liquid Oxygen)	CO ₂	LIQUID Cl ₂ (GAS) (Chlorine)		12.5% NaOCl (Sodium Hypochlorite)			FERRIC	25% SODIUM BISULFITE	40% SODIUM BISULFITE	FLUORIDE		Orthopolyphosphate		
	(Dry Ton)	(Dry Ton)	(Dry ton)	(Dry ton)	(Dry Ton)	(Dry Ton)	(CCF)	lb	(1-ton Cylinder)		(gallon)	(gallon)	55 gal drum	(Dry Ton)	(gallon)	(gallon)	(Dry Ton)	(adjusted)	Lb.	Lb.	(gallon)
	Full	Full	Full	Short	Full	Short	100%	100%	Full	Short	Full	Short		Full	Full	Full	100%	24%	Full	short	tote
Brenntag Pacific, Inc.			\$1,170.00	\$1,965.00	\$1,450.00	\$2,850.00															
Dubois																	\$3,178.26	\$762.78			
Chemtrade Chem	\$589.87	\$789.54																			
Kemira														\$1,407.67							
Penccco														\$1,189.00			\$5,550.00	\$1,332.00			
Carus																			\$0.76	\$0.80	\$12.5400
Nalco																					
Linde Inc.							\$1.45	\$0.184													
Olin Corporation											\$4.02	\$4.72									
Heimbürger & Company															\$2.1370	\$2.669					
Sterling Water Tech																			\$0.7400	\$0.8400	\$11.1500
Thatcher Co.of CA Inc									\$3,265.00					\$1,153.00	\$2.28	\$2.595					
Univar Solutions			\$823.49	\$865.87	\$1,028.81	\$1,127.20					\$3.90	\$4.35			\$1.45	\$2.600					
FISCAL YEAR																					
FY 25-26	\$372.00	\$574.00	\$662.02	\$1,000.00	\$774.81	\$1,050.00	\$1.38	\$0.18	\$3,050.00		\$3.09	\$3.49	\$8.29	\$1,478.00	\$1.92	\$2.54	\$2,079.00	\$498.96	\$0.72	\$0.80	\$10.59
FY 24-25	\$299.00	\$499.00	\$711.00	\$960.00	\$869.78	\$1,015.00	\$1.38	\$0.160	\$3,050.00		\$2.49	\$2.89	\$7.89	\$1,440.00	\$2.400	\$2.640	\$2,475.00	\$594.00	\$0.7800	\$0.8000	\$11.2000
FY 23-24	\$304.00	\$508.00	\$868.00	\$868.00	\$1,008.00	\$1,840.00	\$1.38	\$0.160	\$2,650.00		\$1.82	\$2.79	\$7.75	\$1,397.00	\$2.450	\$2.845	\$2,487.50	\$597.00	\$0.9384	\$1.0279	\$12.4721
FY 22-23	\$386.00	\$550.00	\$742.12	\$1,086.33	\$885.70	\$1,319.67	\$1.15	\$0.140	\$1,800.00		\$1.62	\$1.80		\$1,195.00	\$1.795		\$2,333.33	\$560.00	\$0.9900	\$1.0900	\$13.5600
FY 21-22	\$266.00	\$450.00	\$402.99		\$499.90		\$1.05	\$0.090	\$1,185.00		\$0.69	\$0.8027		\$900.00	\$1.12		\$2,226.09	\$534.26	\$0.4488	\$0.4491	\$27.0545
FY 20-21	\$285.00	\$375.00	\$443.00		\$567.00		\$1.00	\$0.070		\$1,140.00	\$0.70	\$0.82		\$810.00	\$1.09		\$1,604.35	\$385.04	\$5.5000	\$5.7500	\$6.5000
FY 19-20	\$255.00	\$297.70	\$674.60		\$762.55		\$0.56	\$0.260	\$0.00	\$850.00	\$0.65	\$0.65		\$840.00	\$1.05		\$1,352.17	\$325.50			
FY 18-19	\$255.00	\$297.70	\$674.60		\$762.55		\$0.26	\$0.050	\$0.00	\$850.00	\$0.65	\$0.65		\$756.00	\$1.05		\$1,352.17	\$325.50			
FY 17-18	\$232.00	\$257.00	\$538.22		\$630.88		\$0.28	\$0.049	\$0.00	\$800.00	\$0.53	\$0.59		\$500.00	\$1.03		\$1,421.74	\$341.22			
FY 16-17	\$229.00	\$229.00	\$395.00		\$444.06		\$0.27		\$615.00	\$645.00	\$0.47	\$0.57		\$438.78	\$0.94		\$1,661.00	\$398.64			
FY 15-16	\$204.00	\$204.00	\$399.13		\$463.26		\$0.28		\$459.00	\$462.00	\$0.50	\$0.57		\$493.70	\$0.89		\$1,789.83	\$429.56			
FY 14-15	\$184.00	\$184.00	\$445.00		\$483.80		\$0.27		\$519.00	\$555.00	\$0.51	\$0.58		\$517.00	\$0.91		\$2,065.21	\$495.65			
FY 13-14	\$277.60	\$277.60	\$452.00		\$479.00		\$0.24		\$565.00	\$540.00	\$0.62	\$0.50		\$597.00	\$0.75		\$2,480.39	\$595.29			
FY 12-13	\$398.00	\$398.00	\$475.00		\$505.00		\$0.21		\$565.00	\$540.00	\$0.58	\$0.48		No Bid	\$0.75		\$2,550.00	\$612.00			



AGENDA ITEM
CITY COUNCIL MEETING DATE – JUNE 16, 2026
CONSENT CALENDAR

TO : City Council

FROM : City Manager

SUBJECT : **ADOPT A RESOLUTION SUPPORTING SENATE BILL 1087 (CABALDON), SUSTAINABLE COMMUNITIES STRATEGY MODERNIZATION ACT**

EXECUTIVE SUMMARY:

Senate Bill 1087 (Cabaldon) proposes updates to California's Sustainable Communities Strategy planning framework established under Senate Bill 375. The legislation is intended to streamline regional planning processes, improve coordination between state funding programs and regional transportation and housing plans, and modernize greenhouse gas reduction target-setting requirements. Staff recommends that the City Council adopt a resolution supporting SB 1087 and authorize the Mayor to sign a letter of support.

RECOMMENDATION:

Move to adopt a resolution (Attachment 1) supporting Senate Bill 1087 (Cabaldon), Sustainable Communities Strategy Modernization Act, and authorizing the Mayor to sign the letter of support (Attachment 2).

BUDGET INFORMATION:

There is no fiscal impact associated with this action.

BACKGROUND:

The City of Benicia periodically receives requests to support or oppose state and federal legislation that may affect local governments. Pursuant to Section II.C of the City Council Rules of Procedure, the City Manager is authorized to provide support or opposition on legislative matters when the position is consistent with that of the League of California Cities and/or the Solano City/County Coordinating Council (4 C's). In cases where neither organization has taken a position, the matter is brought before the City Council for review and direction. Staff is seeking City Council direction regarding the City's position on Senate Bill 1087.

Senate Bill 1087, authored by Senator Christopher Cabaldon, proposes updates to California's Sustainable Communities Strategy (SCS) framework established under Senate Bill 375 in 2008. The legislation seeks to streamline regional planning

processes, improve alignment between state funding programs and regional plans, and modernize greenhouse gas reduction target-setting requirements. Additional information regarding the legislation is provided in the Senate Bill 1087 Fact Sheet (Attachment 3).

The Sustainable Communities Strategy framework requires Metropolitan Planning Organizations to integrate transportation, land use, housing, and greenhouse gas reduction planning through long-range regional plans. According to the bill author and sponsoring agencies, California's transportation, housing, and climate policy landscape has evolved significantly since the adoption of SB 375. While regional planning agencies have developed increasingly sophisticated planning tools and models, stakeholders have identified opportunities to improve implementation, increase transparency, and better align state funding programs with adopted regional plans.

Senate Bill 1087 proposes several reforms intended to modernize the framework, including:

- Extending the Sustainable Communities Strategy planning cycle from four years to eight years, with a midpoint progress report.
- Aligning state transportation funding programs with adopted regional transportation plans and Sustainable Communities Strategies.
- Establishing a more structured and transparent review process for Sustainable Communities Strategies by the California Air Resources Board.
- Requiring greenhouse gas reduction targets to reflect current policies, regulations, investments, and real-world conditions.
- Increasing transparency in greenhouse gas target-setting methodologies and assumptions.
- Establishing long-term planning targets that align with California's carbon neutrality goals through 2045.

The legislation is co-sponsored by the Metropolitan Transportation Commission/Association of Bay Area Governments (MTC/ABAG), Sacramento Area Council of Governments, Southern California Association of Governments, and San Diego Association of Governments. Numerous cities, counties, transportation agencies, chambers of commerce, and housing advocacy organizations have also expressed support for the legislation.

As a member jurisdiction within the MTC/ABAG region, the City of Benicia participates in regional transportation, housing, and land use planning efforts that are directly affected by the Sustainable Communities Strategy framework. Staff believes SB 1087 will improve the efficiency, transparency, and implementation focus of regional planning efforts while maintaining California's climate objectives.

The proposed resolution and support letter are included as Attachment 1. If approved, the resolution and support letter will establish the City of Benicia's formal position in support of Senate Bill 1087 and authorize transmittal of that position to Senator Christopher Cabaldon and other appropriate legislative representatives.

NEXT STEPS:

If approved, the Mayor will sign the letter of support and staff will transmit it to Senator Christopher Cabaldon for inclusion in the legislative record.

ALTERNATIVE ACTIONS:

The City Council may decline to support Senate Bill 1087 and direct staff not to submit a letter of support.

CEQA ANALYSIS:	This action is not a project under the California Environmental Quality Act pursuant to CEQA Guidelines Section 15378 because it involves administrative and governmental activities that will not result in a direct or indirect physical change in the environment.
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ATTACHMENTS:

1. Resolution – Supporting Senate Bill 1087 (Cabaldon), Sustainable Communities Strategy Modernization Act
2. Letter of Support for Senate Bill 1087
3. Senate Bill 1087 Fact Sheet

For more information contact: Mario Giuliani, City Manager
E-mail: MGiuliani@ci.benicia.ca.us

RESOLUTION NO. 26-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA SUPPORTING SENATE BILL 1087 (CABALDON), SUSTAINABLE COMMUNITIES STRATEGY MODERNIZATION ACT

WHEREAS, Senate Bill 1087 (Cabaldon), the Sustainable Communities Strategy Modernization Act, proposes updates to California's Sustainable Communities Strategy framework established under Senate Bill 375 (Steinberg, 2008); and

WHEREAS, the legislation is intended to streamline regional planning processes, improve coordination between state funding programs and regional transportation and housing plans, modernize greenhouse gas reduction target-setting requirements, and strengthen implementation of regional transportation, housing, and climate goals; and

WHEREAS, the City of Benicia is a member jurisdiction within the Metropolitan Transportation Commission/Association of Bay Area Governments (MTC/ABAG) region and participates in regional transportation, housing, and land use planning efforts that are directly affected by California's Sustainable Communities Strategy framework; and

WHEREAS, the City Council of the City of Benicia finds that Senate Bill 1087 would improve the efficiency, transparency, and implementation focus of regional planning efforts while maintaining California's climate objectives; and

WHEREAS, Section II.C of the Benicia City Council Rules of Procedure provides for City Council consideration of legislative support and opposition matters when City Council direction is appropriate; and

WHEREAS, the City Council desires to formally express its support for Senate Bill 1087 and authorize transmittal of a support letter to Senator Christopher Cabaldon.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia hereby supports Senate Bill 1087 (Cabaldon), Sustainable Communities Strategy Modernization Act.

BE IT FURTHER RESOLVED that the Mayor is authorized to execute the letter of support attached hereto as Attachment 2 to the June 16, 2026 City Council staff report and to take any actions necessary to transmit the City's position to Senator Christopher Cabaldon and other appropriate legislative representatives.

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 16th day of June 2026, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date



June 16, 2026

The Honorable Christopher Cabaldon
California State Senate
1021 O Street, Suite 7320
Sacramento, CA 95814

RE: SB 1087 (Cabaldon): Sustainable Communities Strategy Modernization Act – SUPPORT

Dear Senator Cabaldon:

On behalf of the City of Benicia, I am pleased to express our support for SB 1087, which modernizes California's Sustainable Communities Strategy (SCS) framework to better meet today's climate, housing, and mobility challenges.

Nearly two decades after SB 375 established the state's integrated land use and transportation planning structure, California's policy landscape has changed dramatically. Yet the SCS process has become increasingly technical, time-consuming, and disconnected from on-the-ground implementation needs. SB 1087 updates this framework to make regional plans more transparent, realistic, and actionable.

SB 1087 advances three essential goals:

- **Accelerate climate progress through implementation** by streamlining SCS development and allowing regions to focus resources on delivering real projects and programs.
- **Balance statewide and regional objectives** by improving the state's GHG target-setting process and ensuring it reflects multiple policy goals and real-world data.
- **Strengthening the SCS as a practical roadmap** through greater transparency, clearer assumptions, and alignment with state funding programs.

These reforms will help California make meaningful progress toward its climate, housing, and transportation goals while improving the effectiveness of regional planning.

For these reasons, the City of Benicia is pleased to support your SB 1087.

Sincerely,

Steve Young
Mayor

SB 1087 – Sustainable Communities Strategy Modernization Act

IN BRIEF

SB 1087 modernizes the SB 375 (Steinberg, 2008) framework for regional climate, land use and transportation planning by streamlining the Sustainable Communities Strategy (SCS) planning process, strengthening alignment between state funding and regional plans, reforming CARB's SCS review process with clear timelines and requirements, and improving the transparency and credibility of greenhouse gas reduction targets.

BACKGROUND

SB 375 (Steinberg, 2008) was a landmark law requiring California's metropolitan planning organizations (MPOs) to develop SCS, integrated land use and transportation plans designed to reduce greenhouse gas (GHG) emissions from cars and light trucks. The law required the California Air Resources Board (CARB) to set regional GHG reduction targets and authorized CARB to review and accept or reject MPO-submitted strategies. The law was subsequently amended to integrate Regional Housing Needs Assessment forecasts.

SB 743 (Steinberg, 2013) built on this foundation by reforming how transportation impacts are evaluated under CEQA, replacing level of service, a measure of traffic congestion, with vehicle miles traveled as the standard metric.

In nearly two decades since SB 375 was enacted, California's climate, housing and transportation landscape have changed significantly. The state's vehicle fleet has grown dramatically cleaner through regulations and incentives. MPOs have developed sophisticated planning processes but devote enormous staff time and resources to modeling exercises and CARB review rather than implementation. State funding programs have not been effectively aligned with regional sustainable communities strategies, limiting their impact.

THE ISSUE

Since September 2025, a working group of environmental, industry, and government stakeholders has been meeting to review the

proposals in SB 1087 and consider related reforms to California's regional planning framework. That process has identified five core problems:

1. **Insufficient climate progress:** SCSs have fallen short of the emissions reductions that SB 375 was designed to deliver. This is true across regions and isn't a "bad actor" phenomenon.
2. **Process over implementation:** MPOs spend millions of dollars and years of staff capacity navigating CARB's technical review process, time and money that could be better spent delivering the projects and programs that reduce emissions. The four-year update cycle compounds this burden, leaving little bandwidth for implementation.
3. **Misaligned state funding:** Despite the billions of dollars the state invests annually in transportation and housing, key state funding decisions remain inconsistent with regional SCSs or actively undermine them. Programs like Solutions for Congested Corridors and State Highway Operation and Protection Program (SHOPP) lack meaningful requirements to align with regional plans.
4. **Targets that don't reflect reality:** CARB's modeling assumptions diverge from actual conditions, particularly by failing to reflect policies at all levels of government that are reducing vehicle emissions. This makes plans harder to explain, breeds skepticism among policymakers and the public about the SCS's accuracy and discourages regions from investing in new vehicle technology that reduces greenhouse gas emissions.
5. **Project-level VMT mitigation:** Requiring individual projects to mitigate VMT on their own and out of context of SCSs can impose heavy costs without meaningful climate benefit. Resources spent on project-level mitigation are resources not spent building the infill and transit-oriented development that could change how people get around.

THE SOLUTION

SB 1087 addresses these problems through three interconnected reforms:

1. Focus on Implementation

- Extends the SCS planning cycle from four to eight years (with a midpoint progress report), freeing up MPO staff capacity for on-the-ground implementation.
- Aligns the \$250 million Solutions for Congested Corridors program with regional transportation plans, prioritizing near-term projects that help regions hit their 2035 GHG targets, and eliminates the duplicative Comprehensive Multimodal Corridor Plan requirement.
- Requires SHOPP projects to be included in an SCS.
- Exempts SCS plans from CEQA at the plan preparation and adoption stage, while preserving project-level environmental review.

2. A More Balanced Set of Goals

- Establishes a new advisory body of practitioners and policy experts to examine how GHG reduction targets interact with other state priorities, including fair housing, affordability, resilience, economic vitality, and land conservation, and develop recommendations for balancing them.
- Leverages the California Transportation Commission to collaborate with CARB in developing SCS guidelines and technical methodologies, while CARB retains full responsibility for setting GHG reduction targets and reviewing whether a region's SCS meets those targets.
- Establishes a structured 60-day CARB review process with clear outcomes: Approved, Conditionally Approved, or Not Approved — with a "deemed approved" default if CARB does not act within 60 days.

3. Targets That Earn Trust

- Expands GHG targets to cover all on-road transportation and requires them to consider policies, regulations, and investments from all levels of government — including fleet efficiency improvements already underway from state regulations.

- Requires targets to be grounded in what is achievable for each region, accounting for existing conditions, exogenous factors, and financial constraints, while preserving CARB's ability to set forward-looking, ambitious targets.
- Requires MPOs to use the same air quality model for SCS analysis as for federal air quality conformity determinations.
- Mandates that CARB publishes its methodology, fleet assumptions, and budget assumptions at least 60 days before releasing draft targets and hold regional public workshops and public hearings before adoption.
- Directs CARB to set additional regional GHG emission reduction targets for 2045, aligning the SCS planning framework with California's long-term carbon neutrality goals.

IN CONCLUSION

SB 1087 is a comprehensive modernization of California's landmark SB 375 framework, aimed at making regional climate, housing, and transportation planning more effective, credible, and actionable. By shifting MPO resources away from burdensome regulatory review cycles and toward on-the-ground implementation, aligning state funding with regional sustainable communities strategies, and grounding greenhouse gas reduction targets in real-world conditions, the bill seeks to accelerate California's progress on climate goals without sacrificing housing, equity, or economic priorities.

The SB 1087 multistakeholder working group is continuing to address both the VMT mitigation burden on housing and infrastructure projects and the environmental community's concerns about target integrity and SCS implementation accountability.

Ultimately, SB 1087's purpose is to ensure that the state's integrated land use and transportation planning system delivers measurable emissions reductions while building more livable, connected, and resilient communities across California's diverse regions.

SUPPORT

- Metropolitan Transportation Commission-Association of Bay Area Governments (MTC-ABAG) (*Co-Sponsor*)
- Sacramento Area Council of Governments (SACOG) (*Co-Sponsor*)
- San Diego Association of Governments (SANDAG) (*Co-Sponsor*)
- Southern California Association of Governments (SCAG) (*Co-Sponsor*)
- California Asian Pacific Chamber of Commerce
- California Association of Councils of Governments (CALCOG)
- City of Citrus Heights
- City of Elk Grove
- City of Live Oak
- City of Los Alamitos
- City of Rancho Cordova
- City of Rocklin
- City of Roseville
- City of Sacramento
- City of San José
- City of Woodland
- Councilmember Jill Gayaldo, Rocklin City Council
- Councilwomen Alice Dowdin Calvillo, City of Auburn
- County of Sacramento
- East Bay YIMBY
- El Dorado County Transportation Commission
- Grow The Richmond
- Mountain View YIMBY
- Napa-Solano for Everyone
- Northern Neighbors
- Peninsula for Everyone
- Placer County
- Placer County Transportation Planning Agency
- Sacramento Metro Chamber
- Sacramento Metropolitan Air Quality Management District (Sac Metro Air District)
- San Francisco YIMBY
- San Mateo Forward
- Santa Cruz YIMBY
- Santa Rosa YIMBY
- SLOCo YIMBY
- Sonoma County Transportation and Climate Authorities (SCTCA)
- South Bay Cities Council of Governments (SBCCOG)
- South Bay YIMBY
- Supervisor Brian Veerkamp, County of El Dorado
- Sutter County

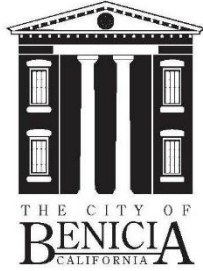
- Valley Vision
- Ventura County YIMBY
- Yes! in Redwood City
- YIMBY Action
- YIMBY Los Angeles
- YIMBY Monterey Peninsula
- Yolo County
- Yuba County

FOR MORE INFORMATION

Timothy Knox

Timothy.Knox@sen.ca.gov

916-651-4003



**AGENDA ITEM
CITY COUNCIL MEETING DATE – JUNE 16, 2026
CONSENT CALENDAR**

TO : City Manager

FROM : Administrative Services Director

SUBJECT : **APPROVAL OF MASTER SERVICES AGREEMENT WITH
HINDERLITER DE LLAMAS AND ASSOCIATES FOR SALES
AND USE TAX SERVICES**

EXECUTIVE SUMMARY:

The City currently utilizes sales and use tax consulting services from Hinderliter de Llamas and Associates (HdL) to assist with sales tax reporting, revenue analysis, and allocation review related to the Bradley-Burns Uniform Local Sales and Use Tax Law. The proposed Master Services Agreement and Schedule A will continue these services and establish updated terms for quarterly reporting, economic analysis, and audit recovery services. The agreement supports the City's ability to monitor sales tax activity, identify potential allocation errors, and recover revenues owed to the City.

RECOMMENDATION:

Move to adopt a resolution (Attachment 1) approving the Master Services Agreement and Schedule A (Attachment 2) with Hinderliter de Llamas and Associates for sales and use tax services and authorizing the City Manager or Finance Director to execute the agreement.

BUDGET INFORMATION:

The agreement includes a monthly fee of \$625 for the first year of service, or \$7,500 annually, and \$742 for the second year of service, or \$8,904 annually. Beginning in year three, the monthly fee will be adjusted annually based on the Consumer Price Index. Other charges include contingent audit recovery fees and optional services. Contingent audit recovery fees are only payable if HdL identifies and assists in recovering additional sales and use tax revenue owed to the City. Optional services, if requested and approved by the City, will be billed separately according to the fee schedule included in Schedule A. The agreement has an initial five-year term and may be renewed annually for two years.

Funding for the agreement is available in the Finance Department's Contract Services budget (org/object 0103100-7008) in FY 2026/27 and will be included as part of budget development in the next biennial cycle. The agreement may generate additional

revenue if HdL identifies and assists in recovering sales and use tax revenues owed to the City.

BACKGROUND:

Sales and use tax is a General Fund revenue source that supports City services and operations. To assist with monitoring sales tax activity, reviewing revenue trends, and identifying potential reporting or allocation errors, the City has historically utilized HdL for certain sales and use tax services. HdL's current agreement for Bradley-Burns Uniform Sales and Use Tax services has not been updated since 1989.

The proposed Master Services Agreement continues those services and establishes updated terms and conditions for HdL's work in alignment with the department's needs. Schedule A describes the specific Bradley-Burns sales and use tax services to be provided, including quarterly reporting, economic analysis, allocation review, identification of reporting anomalies, and audit recovery assistance.

Under the agreement, HdL may also assist the City with identifying and correcting sales and use tax allocation or reporting errors that could result in the recovery of revenues owed to the City. Because these services may involve access to confidential California Department of Tax and Fee Administration records, the agreement includes applicable confidentiality provisions.

The proposed agreement applies only to Bradley-Burns sales and use tax services and does not replace or modify the City's separate agreements or services related to transaction and use taxes, including Measures C, B, or F.

BMC 3.10.020 defines sole source service procurements as an acceptable means for award for services if there is only one known capable supplier, or if the service, provider, or market conditions are unique in nature. Staff have determined that this sole source procurement meets this definition. Staff determined that competitive solicitation was not in the City's best interest due to the specialized nature of the services, HdL's institutional knowledge of the City's sales and use tax reporting and allocation review activity, and the need for business continuity in reviewing sales tax data during unprecedented economic changes within the City. Continuing with HdL avoids disruption to ongoing revenue monitoring and audit recovery efforts. Staff recommend approval of the agreement to continue services that support the City's revenue monitoring and financial planning efforts.

NEXT STEPS:

If Council approves the resolution, staff will execute the Master Services Agreement and coordinate implementation of the agreement, including access to reports, confidentiality requirements, invoicing, and ongoing coordination with HdL.

ALTERNATIVE ACTIONS:

Council may choose not to approve the agreement. Under this alternative, the City may need to evaluate other options for sales and use tax reporting, analysis, and audit recovery services.

CEQA Analysis	Approval of the Master Service Agreement is Categorically Exempt per CEQA Section 21080(b)(9);15300 which applies to any project that has been determined not to have significant effect on the environment and exempt from this division.
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ATTACHMENTS:

1. Resolution – HdL Sales and Use Tax Services
2. HdL – Master Services Agreement with Schedule A

For more information contact: Jeff Tschudi, Administrative Services Director

Phone: 707-746-4222

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

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this “Agreement”) is entered into as of June 16, 2026 (the “Agreement Date”) by and between Hinderliter de Llamas and Associates (“Consultant”), and City of Benicia (“Client”), which is located within the state of California (the “State”).

WITNESSETH:

WHEREAS, Consultant is engaged in the business of providing consulting, software and other services that help public agencies understand and maximize their collection of sales, use and transactions taxes, business license taxes, property and lodging taxes, and other revenues, as well as their delivery of public services (collectively, “Consultant’s Business”); and

WHEREAS, Client desires to contract with Consultant to obtain one or more of the services included within Consultant’s Business (as provided for in Section 1) upon the terms and conditions contained in this Agreement;

WHEREAS, Consultant desires to contract with Client to render such services upon the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained herein, Client and Consultant mutually agree as follows:

1. Services.

1.1 Consultant will perform those services included within Consultant’s Business that are described in any and all schedule(s) referencing this Agreement and signed by Client and Consultant as of the Agreement Date or hereafter (individually and collectively, the “Schedule(s)”), upon the terms and conditions contained in this Agreement (including the Schedules) (such services are, collectively, the “Services”). In performing the Services, Consultant is acting as an independent contractor (and not as an agent or employee of Client).

1.2 Client acknowledges and agrees that any other public agency (including, without limitation, any participating government agency) located within or outside of the State (e.g., city, municipality, county, district, public authority or other political subdivision) may procure services for fees and other terms and conditions that are substantially similar to any of the Services, Fees and other terms and conditions set forth in this Agreement, provided that such other public agency executes a separate agreement with Consultant wherein the services rendered to such other public agency, the fees payable by such other public agency, and the other terms and conditions of such separate agreement are the responsibility of Consultant and such other public agency and not Client.

1.3 This Agreement does not limit the right of Consultant to enter into additional contracts with Client or to contract with third parties to provide them with merchandise or services of any kind whatsoever, including, but not limited to, services similar to the Services. During the Term of this Agreement, Client will not, directly or indirectly (except through

Consultant), engage any third party to provide the Services or any services similar to the Services.

2. **Fees.** As compensation for performing the Services, Client will pay Consultant the fees, costs and expenses as described in the Schedules (individually and collectively these fees and costs are, the “Fees”). Consultant may perform the Services using professionals from its staff or Consultant’s affiliated entities, and such Services will be invoiced to Client under the same terms applicable to Consultant’s staff. Consultant may increase the Fees from time to time (including, without limitation, as may be described in any of the Schedules). Other than a Fee increase as described in the Schedules, Client may notify Consultant of a request that such Fee increase be modified or revoked and, if Consultant fails to do so to Client’s satisfaction within thirty (30) days after the receipt of such request, Client may terminate this Agreement without cause pursuant to Section 7.3.

3. **Invoices; Payment.**

3.1 Consultant will invoice Client for the Fees earned and/or incurred by Consultant pursuant to this Agreement.

3.2 Invoices are due and payable upon receipt. Interest will begin to accrue on the thirty-first (31st) day following the invoice date on all unpaid balances at a rate of one and one-half percent (1½%) per month, or the maximum rate permitted by law, whichever is less. Payments will first be credited to interest and then to principal. In the event that Client disputes an invoice, only that portion so disputed in good faith will be withheld from payment, and the undisputed portion must be timely paid. Interest will accrue on any disputed portion of the invoice not timely paid and will be payable immediately if the disputed invoice is resolved in favor of Consultant.

3.3 If Client fails to fully pay an invoice within 30 days after the invoice date, Consultant may, after giving five (5) days’ prior written notice to Client, suspend the rendering of Services under this Agreement until said invoice is paid in full, together with all interest that has accrued thereon. In the event of such a suspension of Services, Consultant will have no liability to Client for any delays or damages arising therefrom.

4. **Insurance.** Throughout the term of this Agreement, Consultant will maintain the following insurance in not less than the referenced amounts: (a) workers compensation and employers liability insurance as may be required by the State; (b) property damage liability of \$1,000,000 per incident; (c) bodily injury liability of \$1,000,000 per incident; and (d) professional liability for any errors or omissions of \$1,000,000.

5. **Client Support.**

5.1 Client will promptly provide in writing to Consultant all data and other information relating to or which may be necessary for Consultant’s performance of the Services. Without limiting the foregoing, Client will keep Consultant informed on a timely basis in writing as to the existence and amendments of the laws, ordinances and/or regulations under which Consultant is performing the Services (including any adopted by Client). Consultant will be

permitted to rely on the accuracy, timeliness and completeness of the information provided by Client, and in no event will Consultant be liable to Client or others as a result of such reliance.

5.2 Client will examine all of Consultant's reports, specifications, notices, proposals and other documents. In the event that Consultant asks for a decision from Client in order for Consultant to perform the Services, Client will render such decision in writing in a timely manner.

5.3 Promptly following any request from Consultant, Client will adopt and maintain in full force and effect resolutions in forms acceptable to Client and in accordance with applicable law authorizing Consultant to examine the confidential sales tax and other relevant records of Client throughout the Term and, for so long as any Fees are still accruing pursuant to this Agreement, after the Term.

5.4 Client will assist Consultant in obtaining such licenses, permits and approvals as may be required by law for performing the Services, and Client will pay all fees, assessments and taxes related to the application, issuance and maintenance thereof.

5.5 The Services do not include services to support, prepare, document, bring, respond to subpoenas, act as a witness, defend or otherwise assist in litigation undertaken or defended by Client, which Consultant may be required by legal process or otherwise or requested by Client to provide (collectively, "Litigation Services"). In this regard, if Consultant agrees with Client or is otherwise required to perform Litigation Services, Client will promptly pay or reimburse Consultant for all of Consultant's costs and expenses related to Litigation Services (including, without limitation, Consultant's attorneys' fees and costs) at Consultant's actual cost, plus ten percent (10%) thereof (all of which are deemed to be additional Fees).

6. Confidentiality; Software Use and Warranty; Records.

6.1 Consultant will comply with the requirements of the applicable laws, ordinances and/or regulations of which it has been informed by Client pursuant to Section 5.1 concerning the confidentiality of tax records. Consultant may publicly state that it performs Services for Client.

6.2 As used herein, the term "proprietary information" means all information, techniques, processes, services or material that has or could have commercial value or other utility for Consultant or in Consultant's Business, including without limitation, (i) software, computer or data processing programs; (ii) data processing applications, routines, subroutines, techniques or systems; (iii) desktop or web-based software; (iv) audit, tax or fee collection/administration or business processes, methods or routines; (v) marketing plans, analyses and strategies; (vi) materials, techniques and intellectual property used; and (vii) the Software and the Software's documentation. Except as otherwise required by law, Client must hold in confidence and may not use (except as expressly authorized by this Agreement) or disclose to any other party any proprietary information provided, learned of or obtained by Client in connection with this Agreement. The terms of this Section 6.2 do not apply to information that is public information; provided, however, that proprietary information will not qualify as public information if it became public due to Client's (or its employees' or agents') disclosure.

6.3 If access to any software which Consultant owns is provided to Client as part of the Services under this Agreement (including, without limitation, if Client chooses to subscribe to such software and/or related reports as part of the Services pursuant to a Schedule to this Agreement) (such Consultant-owned software is, collectively, the “Software”), Consultant hereby provides a limited, non-exclusive, non-transferable license to Client (including such of Client’s staff as may be designated from time to time by Client and approved by Consultant in writing) to use the Software pursuant to and during the Term of this Agreement.

6.4 The Software must only be used by such authorized Client staff, and Client must not sublicense, sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of the Software. The license granted hereunder does not imply ownership by Client or any of Client’s staff of the Software nor any rights of Client or any of Client’s staff to sublicense, transfer or sell the Software, or rights to use the Software for the benefit of others. Client may not create (or allow the creation of) any derivative work or product based on or derived from the Software or the Software’s documentation, nor modify (or allow the modification of) the Software or the Software’s documentation without the prior written consent of Consultant. In the event of a breach of this provision (and without limiting Consultant’s remedies), such modification, derivative work or product based on the Software or the Software’s documentation is hereby deemed assigned to Consultant. Upon termination of this Agreement or this Software license, this Software license will be deemed to have expired and Client must immediately deactivate, cease using and remove, delete and destroy all the Software (including, without limitation, from Client’s computers and network). **Consultant warrants that the Software will perform in accordance with the Software’s documentation.**

6.5 Notwithstanding anything to the contrary in this Agreement (including any Schedule hereto), if access to any software which Consultant does not own is provided to Client as part of the Services pursuant to this Agreement (including pursuant to any Schedule hereto), Client hereby agrees (i) to comply with all of the terms and conditions imposed on Client’s access to such software (including, without limitation, by Consultant, such software’s owner, and pursuant to applicable law), and (ii) Consultant has no obligation during the Term of this Agreement or thereafter to provide Client with access to such software.

6.6 All documents, preliminary drafts, communications and any and all other work product related to the Services and provided by Consultant to Client either in hard copy or electronically are the joint property of Client and Consultant. This does not include the Software or any other software, any programs, any methodologies or any systems used in the creation of such work product, nor does it include any drafts, notes or internal communications prepared by Consultant in the course of performing the Services that were not otherwise provided to Client in either hardcopy or electronic form, all of which may be protected by Consultant or third party copyrights or other intellectual property and remain Consultant’s or such third parties’ exclusive property (as the case may be). It is possible that any documents, drafts, communications or other work product provided to Client may be alleged to be public records under applicable law and/or may be discoverable through litigation. Well in advance of when Client may disclose such information in response to any request for public records, Client must notify Consultant in writing about the request and, if Consultant requests it, Client must apply for any potential exemption from disclosure that may exist under applicable law.

6.7 Subject to applicable law, Consultant is responsible for retaining all final documents and other final work product related to the Services for a period of not less than three (3) years from the date provided to Client. Retention of any other documents, preliminary drafts, communications and any and all other work product provided to Client by Consultant is the responsibility of Client. Consultant has no responsibility to retain any drafts, notes, communications, emails or other writings created or received by Client in the course of performing the Services (other than the final documents and other final work product related to the Services and provided to Client for the term of years referenced above).

7. Term and Termination.

7.1 The initial term of this Agreement commences as of the Agreement Date and, unless terminated earlier pursuant to any of this Agreement's express provisions, will continue in effect for five (5) years from such date (the "Initial Term"). This Agreement may be renewed for two twelve (12) month terms unless earlier terminated as set forth in Section 7.2 or 7.3 (each a "Renewal Term" and, collectively, together with the Initial Term, the "Term").

7.2 This Agreement may be terminated by either party for cause upon not less than forty-five (45) days' prior written notice given to and received by the other party, if the other party has materially breached this Agreement through no fault of the notifying party and fails to (i) commence correction of such material breach within thirty (30) days of receipt of the above-referenced written notice and (ii) diligently complete the correction thereafter.

7.3 In addition, either party may terminate this Agreement without cause upon not less than one hundred twenty (120) days' prior written notice to the other party.

7.4 On termination, Client will pay Consultant for all Fees and other compensation (including for Litigation Services) earned and/or incurred through the termination date and will thereafter timely pay Consultant for all other Fees and compensation to which Consultant may be entitled pursuant to this Agreement (including the Schedules hereto).

8. Indemnification.

8.1 Consultant, on behalf of itself and its directors, officers, employees, agents, direct and indirect equity holders, and affiliates (collectively, "Consultant Group"), agrees to fully and promptly protect, indemnify, defend, reimburse and hold harmless Client, its directors, officers, employees, agents, direct and indirect equity holders, and affiliates (collectively, "Client Group"), from and against any and all liabilities, losses, claims, damages, personal injuries, death, expenses, and costs (including, without limitation, for attorneys' fees and costs) (each, a "Liability", and collectively, "Liabilities") which are the direct or indirect result of (a) any breach of any representation, warranty or covenant made by or given on behalf of Consultant under this Agreement, or (b) any negligence or willful misconduct on the part of any one or more of Consultant Group.

8.2 Client, on behalf of itself and the other members of Client Group, agrees to fully and promptly protect, indemnify, defend, reimburse and hold harmless Consultant and the other members of Consultant Group from and against any and all Liabilities which are the direct or

indirect result of (a) any breach of any representation, warranty or covenant made by or given on behalf of Client under this Agreement, or (b) any action or failure to act on the part of any one or more of Consultant Group where such action or failure to act was in good faith believed by any of Consultant Group at the time to be in conformity with this Agreement, or (c) otherwise related to or arising out of any act or omission by any one or more Client Group. In this regard, Client hereby acknowledges that it is responsible for instructing Consultant regarding Consultant's performance of Services under this Agreement, as well as the interpretation and meaning of the ordinances and/or regulations under which Consultant is performing Services under this Agreement.

8.3 Promptly after any member of Client Group or any member of Consultant Group (in each case, the "Indemnified Group") receives notice of the commencement of any proceeding for which Client or Consultant (as the case may be) intends to make a claim for indemnification under this Agreement, it should notify the other party (the "Indemnifying Party"), but the failure to so notify will not result in the loss of any rights of any of the Indemnified Group to indemnification hereunder except to the extent that the Indemnifying Party does not otherwise become aware of such proceeding and is actually adversely affected thereby to a material extent. The Indemnifying Party will assume the defense of the Indemnified Group (including the employment of legal counsel reasonably satisfactory to the Indemnified Group) and payment of such counsel's fees and disbursements (including retainers). Should the Indemnified Group reasonably determine that separate counsel is necessary (whether due to the existence of different defenses, potential conflicts of interest or otherwise), or if the Indemnifying Party has not assumed the defense, then any of the Indemnified Group may employ separate legal counsel, and the Indemnifying Party will pay such counsel's reasonable fees and disbursements as incurred (including retainers). The obligations of defense and indemnification under this Agreement apply, without limitation, to those situations where someone brings a cross claim for indemnity or contribution against any one or more of the Indemnified Group.

8.4 Neither Consultant nor Client shall, without the other party's prior written consent, settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action, or proceeding or investigation in respect of which indemnification could be sought hereunder (whether or not any of the other party or any other member of the Indemnified Group is an actual or potential party to such claim, action or proceeding or investigation), unless such settlement, compromise or consent includes an unconditional release of the other party and any other member of the Indemnified Group from all liability arising out of such claim, action, proceeding or investigation and includes an explicit disclaimer of responsibility of any kind on the part of the other party and any other member of the Indemnified Group.

9. Liability Limitations; Governing Law; Dispute Resolution.

9.1 To the maximum extent permitted by law and notwithstanding anything to the contrary in this Agreement:

9.1.1 Except for Consultant's negligence or willful misconduct in connection with the performance of its obligations under this Agreement, Client's sole and exclusive remedies for any breaches of Consultant's obligations under this Agreement (including, without limitation, for any breaches relating to the Services or the Software, including any breaches of

warranty, express or implied) (i) are limited to making reasonable and necessary repairs, replacements or corrections without additional cost to the Client, and (ii) will not exceed, under any circumstances, the amount of the Fees paid by Client to Consultant for the twelve-month period prior to the alleged breaches, calculated without reference to any payments constituting the payment of costs or expenses. All amounts paid to Consultant hereunder are deemed first to be for the reimbursement of costs or expenses and then any excess will be regarded as payments for other portions of the Fees under this Agreement. Any references to breaches of this Agreement will include any supplements, additions, or amendments to this Agreement.

9.1.2 Except as may otherwise be expressly set forth in this Agreement, Consultant makes no warranty of any kind with respect to the Services or the Software, express or implied. Consultant hereby disclaims all other warranties, express or implied, including the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. Consultant disclaims all warranties and responsibility for third party software.

9.1.3 In no event will any of Consultant Group or Client Group be liable for any lost revenues or lost profits, or any special, incidental, or consequential damages of any nature whatsoever, even if such restrictions deprive one or more remedies of their essential purpose. This damage exclusion is independent of any remedies provided for herein.

9.1.4 None of Consultant Group will have any Liability (whether direct or indirect, in contract or tort or otherwise) related to, arising out of, or in connection with this Agreement or to any of Client Group acting on any advice given or opinion rendered by any of Consultant Group, except to the extent that such Liability is found by a court of competent jurisdiction in a judgment which has become final and that it is no longer subject to appeal or review to have resulted solely from such Consultant Group's willful misconduct or gross negligence.

9.1.5 Client acknowledges that this Agreement is with Consultant in its capacity as a corporation or a limited liability company, and Client agrees that in no event will it seek to hold any of the Consultant Group (other than Consultant) responsible for any Liabilities.

9.2 The law of the State will govern the validity of this Agreement, its interpretation and performance, and any other claims related to it, without regard to the State's conflict of laws rules. Venue for any legal action arising out of this Agreement will be proper only in the State courts or the federal courts located within the State. The parties hereby submit to the exclusive jurisdiction of such courts and waive any other venue to which either party might be entitled by domicile or otherwise.

9.3 A breach of this Agreement by either party may cause the other party hereto irreparable harm, the amount of which may be difficult to ascertain, and therefore such other party will have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any further breach and for such other relief as such other party may deem appropriate. Such right is in addition to the remedies otherwise available to such other party at law or in equity. The parties hereto expressly waive the defense that a remedy in damages will be adequate and any requirement in an action for specific performance or injunction hereunder for the posting of a bond.

10. General Legal Provisions.

10.1 Authorization to Proceed. Each Schedule must be signed by both Client and Consultant before such Schedule will be binding on the parties hereto.

10.2 Force Majeure. Consultant is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, epidemics, pandemics or other health emergencies, or other events beyond the control of Consultant.

10.3 Amendment; Waiver. Any provisions of this Agreement (including, without limitation, any Schedules or provisions within any Schedules) may be amended or terminated if in writing and signed by both Client and Consultant. No waiver by any party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to be valid unless acknowledged by such party in writing, and such waiver will not extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

10.4 Severability and Survival. If any provision in this Agreement is held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired thereby. Notwithstanding any other provisions of this Agreement (including, without limitation, Section 7), Sections 3, 5.5, 6, 7, 8, 9 and 10 will survive the termination of this Agreement.

10.5 No Third-Party Beneficiaries; Services Limited to Agreement. Except as set forth in Section 8, this Agreement gives no rights or benefits to anyone other than Client and Consultant and has no third-party beneficiaries. The Services to be performed for Client by Consultant are defined solely by this Agreement (including the Schedules), and not by any other contract or agreement that may be associated with performing the Services.

10.6 Assignment. This is a bilateral personal services agreement. Neither party will have the power to or will assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. This Agreement is binding on the successors and assigns of the parties hereto. Notwithstanding anything to the contrary, Consultant may, from time to time, utilize one or more third parties to provide certain of the Services (including, but not limited to, as may be set forth in one or more of the Schedules).

10.7 Notices. All notices under this Agreement must be in writing and will be deemed to have been given when such notice is received (i) from United States Postal Service First Class Certified Mail, Return Receipt Requested, (ii) by courier service, or (iii) by email; provided, however, that notices received on a weekend or holiday or on a business day after 4:00 p.m. local time will be deemed to have been received on the next business day. Notices will, unless another address is specified in writing, be sent to the addresses indicated below (each of which must include a street address and an email address): Consultant: 120 S. State College Blvd.#200, Brea, CA 92821, Attn: Contracts, Email: contracts@hdlcompanies.com; and Client: 250 E. L Street, Benicia, CA 94510, Attn: Finance Director, Email: jtschudi@ci.benicia.ca.us.

10.8 Entire Agreement; Conflict. This Agreement (which includes any Schedules or amendments dated as of the Agreement Date or hereafter, including without limitation, amendments of the main body of this Agreement or the Schedules that may add to, subtract from, modify or clarify the Term, the scope of Services and/or the amount of Fees) constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they relate in any way to the subject matter hereof. Should there ever be a conflict between the terms and conditions of any Schedules and the remainder of this Agreement as set forth in the main body of this Agreement, the terms and conditions of the remainder of this Agreement as set forth in the main body of this Agreement will prevail and be controlling; provided, however, that should there ever be a conflict between the terms and conditions of this Agreement (including any Schedules) and (i) any amendments hereof, the terms and conditions of the amendments hereof will prevail and be controlling, and (ii) the terms and conditions of any Schedule that expressly provides for them to supersede any terms and conditions of the main body of this Agreement, such terms and conditions of such Schedule will prevail and be controlling.

10.9 Counterparts; Electronic Signatures; Authority. This Agreement may be signed in any number of counterparts, each of which will constitute an original and all of which, when taken together, will constitute one agreement. Any signed signature pages of this Agreement transmitted by email or other electronic means in a portable document format (PDF) or other clear and visible electronic format will have the same legal effect as an original. Each of the persons signing on behalf of a party hereto represents that he or she has the authority to sign this Agreement on such party's behalf.

10.10 No Adverse Construction. Both parties acknowledge having had the opportunity to participate in the drafting of this Agreement. This Agreement will not be construed against either party based upon authorship. The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

[Signatures are on the next page]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement through their duly authorized representatives as of the Agreement Date.

CONSULTANT:

Hinderliter de Llamas and Associates

CLIENT:

City of Benicia

By: _____
Andrew Nickerson, President/CEO

By: _____
Mario Giuliani, City Manager

[Any Schedule or Schedules may (but is/are not required to) be attached hereto]

SCHEDULE A
PREMIUM SERVICES – Sales and Use Tax

1. Sales and Use Tax and Economic Analysis/Reports

- 1.1. Establish a special database with California Department of Tax and Fee Administration (“CDTFA”) registration data for businesses within applicable district boundaries holding seller’s permit accounts.
- 1.2. Consultant shall make available to CITY the HdL proprietary software program and database containing all applicable registration and quarterly allocation information for CITY business outlets registered with the Department of Tax and Fee Administration. The database will be updated quarterly.
- 1.3. Consultant shall provide updated reports each quarter identifying changes in allocation totals by individual businesses, business groups and by categories. Quarterly aberrations due to State audits, fund transfers, and receivables, along with late or double payments, will also be identified.
- 1.4. Following each calendar quarter Consultant shall provide a summary analysis for City to share with Council Members, Chamber of Commerce, other economic development interest groups and the public that analyze City’s sales tax trends by major groups without disclosing confidential individual tax records.
- 1.5. Provide periodic updated reports endeavoring to identify and assist with budget forecasting including (i) changes in allocation totals by individual businesses, business groups and categories, and (ii) aberrations due to State audits, fund transfers, and receivables, along with late or double payments.
- 1.6. Consultant shall provide a presentation led by an HdL Sales Tax Principal discussing latest sales tax results, emerging retail trends, business retention needs, leveraging of economic clusters and reviewing successes in client jurisdictions with similar characteristics. This presentation will occur following each calendar quarter.

2. Allocation and Audit Recovery Services

- 2.1. Conduct (when mutually agreed with City) initial and on-going sales and use tax audits of businesses to help identify and correct allocation errors, and to proactively affect favorable registration, reporting or formula changes thereby generating previously unrealized sales and use tax income for the City and/or recovering misallocated tax from registered taxpayers. Common errors that will be monitored and corrected include but are not limited to: transposition errors resulting in misallocations; erroneous consolidation of multiple outlets; misreporting of “point of sale” to the wrong location; delays in reporting new outlets; misallocating use tax payments to the allocation pools or wrong jurisdiction; and erroneous fund transfers and adjustments.
- 2.2. Initiate contacts with sales, management and accounting officials in companies that have businesses where a probability of error exists to endeavor to help verify whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner.
- 2.3. Prepare and submit to the CDTFA information for the purpose of correcting any identified allocation errors, and follow-up with individual businesses and the CDTFA to

promote recovery by the City of back or prospective quarterly payments that may be owing.

- 2.4. If, during the course of its audit, Consultant finds businesses located in the City's jurisdiction that are properly reporting sales and use tax but have the potential for modifying their operation to provide an even greater share to City, Consultant may so advise City and collaborate with those businesses and City to encourage such changes.

3. Consulting and Other Optional Services

Consultant may from time to time in its sole discretion, consult with City's staff, including without limitation, regarding (i) technical questions and other issues related to sales, use and transactions tax, (ii) utilization of reports to enhance business license collection efforts, (iii) sales tax projections for proposed annexations, economic development projects and budget planning, (iv) negotiating/review of tax sharing agreements, (v) establishing purchasing corporations, (vi) meeting with taxpayers to encourage self-assessment of tax obligations, and (vii) other sales, use or transactions tax revenue-related matters.

FEES – Sales and Use Tax Services

4. Sales and Use Tax and Economic Analysis/ Reports

- 4.1. The monthly fee shall commence in the month of the Effective Date (hereafter referred to as "monthly fee"). The monthly fee shall be invoiced quarterly in arrears and shall be paid by City no later than 30 days after the invoice date.
- 4.2. Fees for performing the sales tax and economic analysis Services as described above shall be:
 - 4.2.1. For the first year of service **\$625** per month.
 - 4.2.2. For the second year of service **\$742** per month.
 - 4.2.3. Beginning in year three (3) of service the monthly fee shall be adjusted annually based on the CPI.
- 4.3. Beginning the third year of service Consultant will increase the non-hourly Fees established above once a year with reference to the 12-month percent change in the most recently published annual Consumer Price Index for All Urban Consumers (CPI-U), as reported by the U.S. Bureau of Labor Statistics (the "CPI Change").

5. Allocation and Audit Recovery Services

- 5.1. Fees for performing the allocation and audit recovery Services described above shall be **18%** of all new, increased and recovered sales and use tax revenue received by the City as a result, in whole or in part, of the allocation audit and recovery services (hereafter referred to as "audit fee"). The fee shall be paid notwithstanding any related City assistance, work in parallel, and/or incurrence of attorneys' fees or other costs or expenses in connection, with the relevant Services.
- 5.2. The Fees described above include, without limitation, State fund transfers received for back quarter reallocations and monies received in the second eight (8) consecutive reporting quarters following completion of Consultant's allocation audit and confirmation of the corrections by the CDTFA.
- 5.3. These Fees shall be paid by City upon Consultant's submittal of evidence of Consultant's relevant Services in support thereof, including, without limitation, copies of relevant communications between Consultant and the CDTFA and/or taxpayers.

ADDITIONAL TERMS – Sales, Use and Transactions Tax Services

6. Consulting and Other Optional Services

- 6.1. Fees for performing other optional services are described below:
 - 6.1.1. Fees for performing City Staff training, public representation, or technical seminars for elected officials shall be \$3,000 for one-time service and \$2,000 for recurring service.
 - 6.1.2. Fees for performing transactional tax ballot measure estimates shall be \$2,600 per report.
 - 6.1.3. On-site travel to the city shall be \$2,600 plus any associated travel expenses per visit.
 - 6.1.4. Incremental non-core packet reporting shall be \$2,600 for a one-time report and \$700 for recurring reporting service.
- 6.2. Any other consulting and optional Services not listed shall be based on the following initial hourly rates: (i) Principal - \$325; (ii) Programmer - \$295; (iii) Senior Analyst - \$245; and (iv) Analyst - \$195.
- 6.3. Presentations for Bradley-Burns and /or Transaction and Use Taxes to the City Council, and Body defined under Municipal Code Section 2.60, and/or the community shall be billed at a rate of \$750 per presentation.

7. General Provisions Relating to Fees

- 7.1. Fees for travel and lodging expenses will be invoiced at cost and applied to all meetings (including implementation, training, operations and support). Travel expenses only apply to out of scope travel and must therefore be pre-approved by City.
- 7.2. Fees will be invoiced monthly to City for Services performed during the prior month. To the extent that Consultant has commercially reasonable means to do so, Fees will be netted out of City's monthly revenue disbursement.

8. Confidentiality Information

Section 7056 of the State of California Revenue and Taxation Code ("R&T Code") specifically limits the disclosure of confidential taxpayer information contained in the records of the CDTFA. Section 7056 specifies the conditions under which a city, county or district may authorize persons other than such city, county or district's officers and employees to examine state sales and use tax records.

The following conditions specified in Section 7056-(b)(1) of the State of California R&T Code are hereby made part of this Agreement:

- 8.1. Consultant is authorized by this Agreement to examine sales, use or transactions and use tax records of the CDTFA provided to City pursuant to contract under the Bradley-Burns Uniform Local Sales and Use Tax Law R&T Code Section 7200 et.seq.
- 8.2. Consultant is required to disclose information contained in, or derived from, those sales or transactions and use tax records only to an officer or employee of City who is authorized by City resolution provided to the CDTFA to examine the information.
- 8.3. Consultant is prohibited from performing consulting services for a retailer (as defined in R&T Code Section 6015), during the term of this Agreement.

- 8.4. Consultant is prohibited from retaining the information contained in or derived from those sales, use or transactions and use tax records after this agreement has expired. Information obtained by examination of the CDTFA records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the City as set forth by resolution adopted pursuant to Section 7056 (b) of the Revenue and Taxation Code. The resolution shall designate the Consultant as a person authorized to examine sales and use tax records and certify that this agreement meets the requirements set forth above and in Section 7056 (b), (1) of the Revenue and Taxation Code.

RESOLUTION NO. 26-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING A MASTER SERVICES AGREEMENT WITH HINDERLITER DE LLAMAS AND ASSOCIATES FOR SALES AND USE TAX SERVICES AND AUTHORIZING THE CITY MANAGER OR FINANCE DIRECTOR TO EXECUTE THE AGREEMENT

WHEREAS, sales and use tax is an important General Fund revenue source that supports City services and operations; and

WHEREAS, the City desires to continue specialized sales and use tax reporting, economic analysis, allocation review, and audit recovery services related to the Bradley-Burns Uniform Local Sales and Use Tax Law; and

WHEREAS, Hinderliter de Llamas and Associates (“HdL”) provides specialized sales and use tax consulting services, including quarterly reporting, economic analysis, allocation review, and audit recovery assistance; and

WHEREAS, the proposed Master Services Agreement and Schedule A establish the terms and conditions for HdL to provide sales and use tax services to the City for an initial five-year term and may be renewed annually for two years; and

WHEREAS, the proposed agreement applies only to Bradley-Burns sales and use tax services and does not replace or modify the City’s separate agreements or services related to transaction and use taxes, including Measures C, B, or F; and

WHEREAS, staff determined that competitive solicitation was not in the City’s best interest due to the specialized nature of the services, HdL’s existing work with the City, institutional knowledge, and the need for business continuity in reviewing sales tax data.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby approve the Master Services Agreement and Schedule A with Hinderliter de Llamas and Associates for sales and use tax services and authorizes the City Manager or Finance Director to execute the agreement and any related documents necessary to implement the agreement.

On motion of Council Member _____, seconded by Council Member _____, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 16th day of June 2026 by the following vote:

Ayes:

Noes:

Absent:

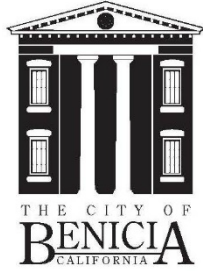
Abstain:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date



AGENDA ITEM
CITY COUNCIL MEETING DATE – JUNE 16, 2026
CONSENT CALENDAR

TO : City Manager

FROM : Assistant City Manager

SUBJECT : **APPROVING A THREE-YEAR RENEWAL AGREEMENT WITH
OPENGOV, INC. FOR CITYWIDE PERMITTING & LICENSING
SOFTWARE**

EXECUTIVE SUMMARY:

Approval of a three-year renewal agreement with OpenGov, Inc. is requested for existing citywide permitting and licensing software system.

RECOMMENDATION:

Move to approve the resolution (Attachment 1) awarding a three-year renewal contract (Attachment 2) to OpenGov, Inc. for citywide permitting and licensing software and authorizing the City Manager or Finance Director to execute the agreement with OpenGov, Inc.

BUDGET INFORMATION:

The total cost for the three-year renewal is \$328,526.55, broken down as follows:

8/1/26 – 7/31/27	\$104,211.42
8/1/27 – 7/31/28	\$109,422.01
8/1/28 – 7/31/29	<u>\$114,893.12</u>
Total Cost	\$328,526.55

The cost for the OpenGov permitting and licensing software system is already included in the Adopted Fiscal Year 2026/27 budget within the Development Services Department General Fund budget in Software as a Service (SaaS) and will be split equally between Planning (org/object 0104010-7038) and Building Inspection (org/object 0104020-7038). The remaining costs will be included as part of budget development in the upcoming biennial budget.

Total costs are expected to be fully offset by the collection of the Technology and Document Retention permit fees collected by the Development Services, Fire and Public Works departments.

BACKGROUND:

OpenGov, Inc. has provided citywide permitting and licensing software since 2021. The platform enables a digital-only submittal process, saving significant staff and customer time while increasing transparency. Processing online permit submittals and permit tracking saves considerable time for both staff and customers while increasing transparency and accountability. The software includes customizable modules that work seamlessly between departments including Development Services, Public Works, and Fire. This integration has streamlined workflows and improved processing timelines for applicants. In addition, the reduction in paperwork reduces costs for both the City and applicants and promotes environmental sustainability.

BMC 3.10.020 defines sole source service procurements as an acceptable means for award for services if there is only one known capable supplier, or if the service, provider, or market conditions are unique in nature. Staff have determined the sole source procurements meets this definition as the procurement is unique in nature. Staff have spent significant time working with consultants to tailor the software to the specific needs of the departments. Discontinuing service with OpenGov would result in significant operational disruption and a loss of digital service efficiency. This sole source procurement will allow staff to continue using the software while expanding its capabilities.

NEXT STEPS:

If approved, the agreement will be executed with OpenGov, Inc. by August 1, 2026.

ALTERNATIVE ACTIONS:

The City Council may choose not to approve this agreement, however, doing so would immediately halt the City's ability to process and track permits across all departments, as there is no current manual or digital alternative available.

CEQA Analysis	The renewal of the contract does not constitute a project as defined by the California Environmental Quality Act (CEQA) Guidelines Section 15378 (b) (2), which excludes continuing administrative activities; therefore, this action is not subject to environmental review pursuant to CEQA Guidelines Section 15060 (c) (3).
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ATTACHMENTS:

1. Resolution – OpenGov Renewal
2. OpenGov Renewal Agreement

For more information contact:

Suzanne Thorsen, Assistant City Manager

Phone: 707.746.4382

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

RESOLUTION NO. 26-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING A THREE-YEAR RENEWAL AGREEMENT WITH OPENGOV, INC. FOR CITY-WIDE PERMITTING & LICENSING SOFTWARE AND AUTHORIZING THE CITY MANAGER OR FINANCE DIRECTOR TO EXECUTE THE AGREEMENT

WHEREAS, the City of Benicia has utilized OpenGov, Inc. for city-wide permitting and licensing software services since 2021; and

WHEREAS, the software platform provides essential digital-only submittal and tracking processes that increase transparency, streamline workflows, and reduce costs for both the City and applicants; and

WHEREAS, a three-year renewal of the existing software system is requested to ensure continued operational efficiency and to avoid significant disruption to permitting and licensing activities across all City departments; and

WHEREAS, BMC 3.10.020 defines sole source service procurements as an acceptable means for award for services if there is only one known capable supplier, or if the service, provider, or market conditions are unique in nature; staff have determined the sole source procurements meets this definition as the procurement is unique in nature; and

WHEREAS, the total cost for the three-year renewal is \$328,526.55, which is expected to be fully offset by the collection of Technology and Document Retention permit fees; and

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby approve a three-year renewal contract in an amount not to exceed \$328,526.55 for city-wide permitting and licensing software to OpenGov, Inc.

BE IT FURTHER RESOLVED that the City Council authorizes the City Manager or Finance Director to execute the agreement with OpenGov, Inc.

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 16th day of June 2026 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date



OpenGov Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107
United States

Order Form Number: Q-16303
Created On: 05/19/2026
Order Form Expiration: 07/31/2026
Subscription Start Date: 08/01/2026
Subscription End Date: 07/31/2029

Prepared By: Daniel Smith
Email: danielsmith@opengov.com
Contract Term: 36 Months

Customer Information:

Customer:	City of Benicia, CA	Contact Name:	Stacy Hofacre
Bill To/Ship To:	250 East "I" Street Benicia, California 94510 United States	Email:	shofacre@ci.benicia.ca.us
		Phone:	7077464239

Order Details:

Billing Frequency: Prepaid
Payment Terms: Net 30 Days

SOFTWARE SERVICES:

Product Name	Start Date	End Date	Annual Fee
Advanced Reporting Integration	08/01/2026	07/31/2027	\$2,437.74
Autofill Interface	08/01/2026	07/31/2027	\$1,218.87
Bluebeam Integration	08/01/2026	07/31/2027	\$2,437.74
Contractor License Verification	08/01/2026	07/31/2027	\$1,218.87
Document Management Interface	08/01/2026	07/31/2027	\$3,047.17
Esri ArcGIS Integration	08/01/2026	07/31/2027	\$1,218.87
Flag Integration	08/01/2026	07/31/2027	\$1,218.87

MAT / Assessor System & Flags	08/01/2026	07/31/2027	\$2,437.38
Permitting and Licensing - Unlimited Service Areas	08/01/2026	07/31/2027	\$88,975.91
Advanced Reporting Integration	08/01/2027	07/31/2028	\$2,559.63
Autofill Interface	08/01/2027	07/31/2028	\$1,279.82
Bluebeam Integration	08/01/2027	07/31/2028	\$2,559.63
Contractor License Verification	08/01/2027	07/31/2028	\$1,279.82
Document Management Interface	08/01/2027	07/31/2028	\$3,199.53
Esri ArcGIS Integration	08/01/2027	07/31/2028	\$1,279.82
Flag Integration	08/01/2027	07/31/2028	\$1,279.82
MAT / Assessor System & Flags	08/01/2027	07/31/2028	\$2,559.24
Permitting and Licensing - Unlimited Service Areas	08/01/2027	07/31/2028	\$93,424.70
Advanced Reporting Integration	08/01/2028	07/31/2029	\$2,687.61
Autofill Interface	08/01/2028	07/31/2029	\$1,343.81
Bluebeam Integration	08/01/2028	07/31/2029	\$2,687.61
Contractor License Verification	08/01/2028	07/31/2029	\$1,343.81
Document Management Interface	08/01/2028	07/31/2029	\$3,359.51
Esri ArcGIS Integration	08/01/2028	07/31/2029	\$1,343.81
Flag Integration	08/01/2028	07/31/2029	\$1,343.81
MAT / Assessor System & Flags	08/01/2028	07/31/2029	\$2,687.21

Permitting and Licensing - Unlimited Service Areas	08/01/2028	07/31/2029	\$98,095.94
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Customer Billing/Service Periods:

Period:	Total:
08/01/2026	\$104,211.42
08/01/2027	\$109,422.01
08/01/2028	\$114,893.12

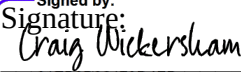
Order Form Legal Terms:

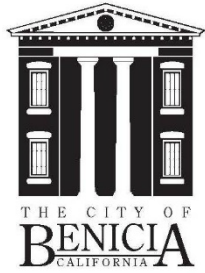
This Order Form incorporates the OpenGov Master Services Agreement ("MSA") attached here or available at <https://opengov.com/terms-of-service/master-services-agreement/>. The "Agreement" between OpenGov and the entity identified above ("Customer") consists of the Order Form, MSA, and, if Professional Services are purchased, the Statement of Work. Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice. By signing this Agreement, Customer acknowledges that it has been reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms.

City of Benicia, CA:

Signature: _____
Name: _____
Title: _____
Date: _____

OpenGov, Inc.

Signed by:
Signature: 
61EB0B86479D4EB...
Name: _____
Craig Wickersham
Title: _____
General Counsel
Date: _____
5/19/2026



AGENDA ITEM
CITY COUNCIL MEETING DATE – JUNE 16, 2026
BUSINESS CALENDAR

TO : City Manager

FROM : Assistant City Manager

SUBJECT : **UPDATES TO THE BENICIA MASTER FEE SCHEDULE**

EXECUTIVE SUMMARY:

The City of Benicia maintains a Master Fee Schedule to ensure cost recovery for services provided by various departments. These proposed updates address administrative costs for contract services, preschool programs, library fees, affordable housing monitoring, and Pre-Approved Accessory Dwelling Unit (ADU) Program fees.

RECOMMENDATION:

Conduct a public hearing and adopt a resolution (Attachment 1) approving the Master Fee Schedule (Exhibit A) changes.

BUDGET INFORMATION:

The proposed fees are designed to recover the cost of City staff time and contract services.

While most fees aim for full cost recovery, the ADU Plan Use Fee is intentionally subsidized to align with the City's Housing Element goals of reducing barriers to affordable housing and complying with State Mandate AB 1332. Associated with this, proposed plan review fees for pre-approved plans reflect staff time efficiencies and support the long-term sustainability of the City's housing initiatives and permit processing operations.

BACKGROUND:

As part of the City's ongoing commitment to fiscal sustainability, department heads conducted a review of the Master Fee Schedule in the last quarter of fiscal year 2026 and identified several areas in need of update.

Separately, recent legislative changes and the City's 2023–2031 Housing Element created a need to establish fees for the new Pre-Approved ADU Program. Staff also identified an opportunity to standardize administrative charges across Permit Center departments, which had historically varied.

Proposed Updates:

Plan Set Use Fee - Benicia's ADU Pre-Approved Plan Sets:

This fee is projected to recover a portion of the City's initial \$72,170 investment over a six-year period (spanning two code cycles) based on an estimated 10 uses per year¹. Staff recommends the 15% cost recovery rate (shown in bold text below) to reduce financial barriers and encourage ADU production.

<u>Fee No.</u>	<u>Department</u>	<u>Description</u>	<u>Fee Options</u>	<u>Suggested Fee</u>
75	Building	Plan Set Use Fee - Benicia's ADU Pre-Approved Plan Set	No Cost Recovery	\$0
			15% Cost Recovery	\$181
			Full Cost Recovery	\$1,203

¹ Footnote: Based on average of 11.5 permits annually over the last two full calendar years (11 in 2024 and 12 in 2025).

Plan Review – Pre-Approved Plan Sets (ADU, PADU, and HCD):

A reduced plan review fee is proposed for pre-approved plans requiring limited review for setbacks, structural footprint, and foundation, to reflect reduced staff time necessary for plan review.

<u>Fee No.</u>	<u>Department</u>	<u>Description</u>	<u>Suggested Fee</u>
74	Building	Plan Review - Pre-Approved Plan Sets (Benicia's ADU, PADU, and HCD Manufactured Homes)	\$343.50

Affordable Housing Monitoring:

This fee would cover administrative costs for verifying annual affordability compliance and eligibility of deed restricted affordable housing units.

<u>Fee No.</u>	<u>Department</u>	<u>Description</u>	<u>Suggested Fee</u>
80	Planning	Affordable Housing Monitoring	\$152.00 per unit

Zoning Permit – Minor:

This would be a new fee for zoning permit applications requiring less than one hour of staff review.

<u>Fee No.</u>	<u>Department</u>	<u>Description</u>	<u>Suggested Fee</u>
81	Planning	Zoning Permit - Minor	\$64.00

[Remainder of page intentionally left blank.]

Consultant Services / Contract Management:

The administrative charge for managing third-party contract services will be established at 15% rate for Public Works. This aligns with the findings of the user fee study and ensures consistent cost recovery across all Permit Center services.

Fee

<u>No.</u>	<u>Department</u>	<u>Description</u>	<u>Suggested Fee</u>
121	Public Works	Consultant Services & Contract Management	Invoiced cost plus 15% administrative fee

Tiny Tots Program (MWF):

The existing fees would be revised to reflect an extension of class times from 2.5 to 5 hours.

<u>Fee No.</u>	<u>Fee Description</u>	<u>Unit</u>	<u>Current Fee</u>	<u>Proposed Fee</u>
33	Resident	MWF	\$256.75	\$513.50
34	Resident Sibling	MWF	\$231.50	\$463.00
35	Non-Resident	MWF	\$321.25	\$642.50
36	Non-Resident Sibling	MWF	\$289.75	\$579.50

Annual Medallion Display:

This would be a new fee for local organizations to display logos on city welcome signs, providing funding for ongoing maintenance.

<u>Fee No.</u>	<u>Department</u>	<u>Description</u>	<u>Suggested Fee</u>
165	Community Services	Annual Medallion Display	\$150.00

Library Items for Purchase:

Fee adjustments are proposed to align with neighboring libraries and ensure fees accurately reflect actual material costs.

<u>Fee No.</u>	<u>Description</u>	<u>Current Fee</u>	<u>Proposed Fee</u>
26	Earbuds	\$1.05	\$1.00
27	Earbuds with Microphone	\$5.40	\$2.00
19	Proctoring– First Three Hours	\$32.80	\$25.00
22	Monitored Proctoring– First Three Hours	\$54.65	\$50.00

Proposed Fee Removals

The library Room Rental Fee (½ Dona Benicia) would be removed since the room rental is no longer available. The proctoring fees for additional hours are no longer required and would be removed.

<u>Fee No.</u>	<u>Department</u>	<u>Description</u>
16	Library	Room Rental Fee – ½ Dona Benicia
20	Library	Proctoring– Additional Per Hour
23	Library	Monitored Proctoring– Additional Per Hour

The following Planning fee items would be removed due to prior Zoning Ordinance amendments or service changes:

<u>Fee No.</u>	<u>Department</u>	<u>Description</u>
53	Planning	Mobile Food Vendors Permit – New
54	Planning	Mobile Food Vendors Permit – Renewal
59	Planning	Home Occupation Permit
60	Planning	Trees and Views Complaint

In addition, the Building Safety expedited plan review fee would be removed as current staffing levels cannot support guaranteed accelerated turnaround times, and the City does not currently have a defined Expedited Program.

<u>Fee No.</u>	<u>Department</u>	<u>Description</u>
17	Building Safety	Plan Review - Expedited

NEXT STEPS:

If approved, the Master Fee Schedule will be updated and implemented on a staggered timeline to comply with California municipal regulations:

- **Effective July 1, 2026:** General administrative, user, and program fees (including Tiny Tots, Affordable Housing Monitoring, and Library updates).
- **Effective in 60 Days (*anticipated August 17, 2026*):** New or increased fees related to development services and building permit processing (including ADU Plan Set Use/Plan Review fees and Building/Public Works Consultant Services surcharges), pursuant to Government Code Section 66017.

ALTERNATIVE ACTIONS:

Council may direct staff to revise specific proposed fees and return with amended fee recommendations for Council consideration; or

Council may choose not to approve the proposed fee updates. This alternative is not recommended, as it would result in the continued under-recovery of costs associated with providing City services and administering City programs.

CEQA Analysis	The proposed updates to the Master Fee Schedule are not a project pursuant to CEQA (Title 14 CCR §15378) as it consists of administrative fee adjustments only.
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ATTACHMENTS:

1. Resolution – Update to the Master Fee Schedule
Exhibit A – Master Fee Schedule

For more information contact: Suzanne Thorsen, AICP, Assistant City Manager
Phone: 707.746.4320
E-mail: sthorsen@ci.benicia.ca.us

RESOLUTION NO. 26-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING UPDATES TO THE BENICIA MASTER FEE SCHEDULE

WHEREAS, the City of Benicia periodically reviews its Master Fee Schedule to ensure that fees charged for various municipal services do not exceed the reasonable estimated cost of providing those services, in accordance with the California Constitution and Government Code; and

WHEREAS, City departments have identified specific areas where the current fee structure results in the under-recovery of actual administrative and staff costs, or where new programs require the establishment of an equitable cost-recovery mechanism; and

WHEREAS, the City has established a Pre-Approved Accessory Dwelling Unit (ADU) Program to comply with California Assembly Bill 1332 and Program 1.12 of the Benicia 2023–2031 Housing Element, and a corresponding fee structure is necessary to implement said program; and

WHEREAS, the City Council desires to standardize administrative cost recovery for contract management and third-party expert services across Permit Center departments by updating the administrative charge; and

WHEREAS, a public notice was published in accordance with California Government Code Section 6062a and Section 66018, and a public hearing was held on June 16, 2026, at which all interested persons were given an opportunity to be heard.

WHEREAS, the adjusted fees do not exceed the estimated reasonable costs of providing the services in accordance with Government Code §§66013 and 66014; and

WHEREAS, the adoption of processing fees does not constitute a project as defined by §15378(b)(4) of the California Environmental Quality Act Guidelines.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby approve the updates to the Master Fee Schedule (Exhibit A).

BE IT FURTHER RESOLVED THAT the City Council of the City of Benicia hereby finds and determines that the fees set forth in the Benicia Master Fee Schedule (Exhibit A) shall be implemented as follows:

Section 1: The updated fees, program adjustments, and administrative fees, specifically including the Tiny Tots Program fees, Affordable Housing Monitoring fees, Library purchase and proctoring fees, and Medallion Display fees, shall become effective on July 1, 2026.

Section 2: Pursuant to California Government Code Section 66017, all new or increased fees related to development services, building permit processing, and zoning reviews, specifically including the ADU Plan Set Use fee, ADU Plan Review fee, Minor Zoning Permit fee, and Public Works Consultant Services surcharges, shall become effective sixty (60) days following the adoption of this Resolution (anticipated August 15, 2026).

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 16th day of June, 2026 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

Exhibit A
[see next page]

Exhibit A - Master Fee Schedule

Building

#	Fee Description	Fee	Effective 7/1/2026	Effective 8/17/26 (anticipated)
PLAN REVIEW FEES				
17	Plan Review - Expedited (Building Only)	Per Benicia Plan Review Fee Table-2A		
74	Plan Review - Pre-Approved Plan Sets (ADU, PADU, and HCD)	\$343.50		X
75	Plan Set Use Fee - Benicia's ADU Pre-Approved Plan Set	\$181.00		X

Planning

#	Fee Description	Land Use Application Filing Fee?	Notes	Fee	Effective 7/1/2026	Effective 8/17/26 (anticipated)
HOUSING						
80	Affordable Housing Monitoring	No	Per unit	\$152.00		X
MOBILE FOOD VENDORS						
53	Mobile Food Vendors Permit - New	Yes		\$729.80		
54	Mobile Food Vendors Permit - Renewal	Yes		\$185.65		
OTHER ZONING ACTIONS						
59	Home Occupation Permit	No		\$196.30		
60	Tree and Views Complaint	Yes	Reimbursement with minimum fee	\$1,800.00		
ZONING						
81	Zoning Permit - Minor	No		\$64.00		X

Community Services

#	Fee Description	Notes	Unit	Fee	Effective 7/1/2026	Effective 8/17/26 (anticipated)
RECREATION ACTIVITIES						
33	Tiny Tots	resident	MWF	\$513.50	X	
34	Tiny Tots	resident sibling	MWF	\$463.00	X	
35	Tiny Tots	non-resident	MWF	\$642.50	X	
36	Tiny Tots	non-resident sibling	MWF	\$579.50	X	

Exhibit A - Master Fee Schedule

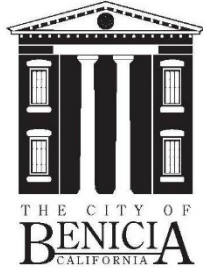
	MISCELLANEOUS					
165	Annual Medallion Display		Per Sign	\$150.00	X	

Library

#	Fee Description	Fee	Effective 7/1/2026	Effective 8/17/26 (anticipated)
	ROOM RENTAL PER HOUR			
16	½ Dona Benicia	\$26.75		
	ITEMS FOR PURCHASE			
26	Earbuds	\$1.00	X	
27	Earbuds with Microphone	\$2.00	X	
	PROCTORING			
19	First three hours	\$25.00	X	
20	Additional Per Hour Charge	\$5.30		
	MONITORED PROCTORING			
22	First three hours	\$50.00	X	
23	Additional Per Hour Charge	\$10.65		

Public Works

#	Fee Description	Fee	Effective 7/1/2026	Effective 8/17/26 (anticipated)
	OTHER FEES			
121	Consultant Services / Contract	Invoiced cost plus 15% administrative fee		X



**AGENDA ITEM
CITY COUNCIL MEETING DATE – JUNE 16, 2026
BUSINESS ITEM**

TO : City Manager

FROM : Fire Chief

SUBJECT : **FIRE DEPARTMENT AMENDMENTS TO THE BENICIA MASTER FEE SCHEDULE**

EXECUTIVE SUMMARY:

The Benicia Fire Department is recommending several amendments to the Fire Department's fees within the Citywide Master Fee Schedule. The proposed changes are primarily administrative in nature and are intended to improve clarity, ensure consistency with other City departments, incorporate previously adopted fees, and address a small number of gaps identified through recent fee review and development activity. There are no proposals to increase existing fees as part of this action.

RECOMMENDATION:

Conduct a public hearing and adopt a resolution (Attachment 1) amending the Benicia Master Fee Schedule effective July 1, 2026.

BUDGET INFORMATION:

The proposed amendments do not increase existing fees. Instead, they address administrative clarifications, the need for consistency with other departments, and the formal incorporation of fees already adopted by Council resolution. New fees added by this action are limited to those necessary to accurately fee for response services.

BACKGROUND:

The Benicia Fire Department conducted a review of its fees within the Citywide Master Fee Schedule and identified several areas requiring attention. The proposed amendments fall into the following categories: administrative clarifications, incorporation of previously adopted fees, alignment with existing City practices, and the addition of fees for services not previously included. Each item is described in detail below.

Fire Department Response:

When the City completed the most recent User Fee Study in 2023, billing rates for Fire Department apparatus response were clearly established as hourly rates. However, when those fees were incorporated into the Master Fee Schedule, the "per hour" notation was not carried over. On occasion, this has created confusion during billing. The proposed amendment adds "per hour" to applicable line items for apparatus

response to reflect how these fees were originally adopted. This is a clarification only, there are no fee amounts changing.

Fire Prevention Division

The proposed Fire Prevention Division amendments include both clarifications to existing fees and the addition of several new fees to address gaps identified through recent activity.

Similar to the apparatus response fees described above, several Fire Prevention fee line items in the Master Fee Schedule were adopted as hourly fees in the 2023 User Fee Study but were entered into the schedule without the “per hour” notation. This applies to fees for additional inspection time, additional plan review time, re-submittals, and related services. Adding “per hour” to these descriptions ensures the schedule accurately reflects how these fees were adopted. There is no change to fee amounts.

In addition to clarifying existing fees, staff is proposing the addition of a new fee within the Fire fee section that is already utilized under Building and Planning fee schedules. The proposed fee would establish a 15% Consultant Services and Contract Management fee for plan review and processing work performed by contracted plan review services. This proposed addition is consistent with the current practice of the Development Services Department and is intended to address the City’s administrative costs associated with coordinating, managing and processing work completed by contracted plan review services.

Late Payment Penalty

The Fire Department does not currently have a late payment penalty in the Master Fee Schedule consistent with other City departments. To ensure consistency and support during the invoice collections process, staff is recommending a 10% late payment penalty on overdue invoices, consistent with existing City practice.

Incorporating Industrial Health and Safety Ordinance (ISO) Fees into Master Fee Schedule

On December 2, 2025, the City Council adopted Resolution 25-132 which established four new annual ISO facility fees based on a comprehensive fee study and thorough legal review. The fees were set at 50% of staff cost associated with ISO-related permitting, inspection, investigation, enforcement, and administrative oversight. Each regulated facility was assigned to one of four groups based on the relative scale, complexity, and potential risk of its operations. Although previously adopted by resolution, these fees have not yet been formally incorporated into the Master Fee Schedule. Staff is recommending this action now to ensure the fees are reflected in the citywide schedule for transparency and consistency.

The late payment penalty additions described in the Fire Prevention Division section above also apply to ISO-related invoices.

NEXT STEPS:

If approved, the Master Fee Schedule will be updated and will be effective on July 1, 2026 and implemented by the fire department.

ALTERNATIVE ACTIONS:

No Action: Do not approve the updates. Fee schedule clarifications would not be made, previously adopted ISO fees would remain outside the Master Fee Schedule, and identified service gaps would remain unaddressed.

CEQA Analysis	The proposed update to the Master Fee Schedule is not a project pursuant to CEQA (Title 14 CCR §15378) as it consists of administrative fee adjustments only.
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ATTACHMENTS:

1. Resolution – Benicia Master Fee Schedule Amendments
2. Updated Fees Table

For more information contact: Josh Chadwick, Fire Chief

Phone: 707.746.4275

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

RESOLUTION NO. 26-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA AMENDING THE BENICIA MASTER FEE SCHEDULE

WHEREAS, the proposed amendments to the Fire Department section of the Benicia Master Fee Schedule are primarily administrative in nature and are intended to improve clarity, ensure consistency with other City departments, incorporate previously adopted fees, and address a small number of gaps identified through recent fee review and development activity; and

WHEREAS, a “per hour” or “hourly” notation shall be added to apparatus response fees to ensure the Fee Schedule accurately reflects the intention of the fees at adoption; and

WHEREAS, a 15% Consultant Services and Contract Management fee shall be added for plan review and processing work performed by contracted plan review services, consistent with Building and Planning fee schedules; and

WHEREAS, a 10% late penalty on overdue invoices shall be added to support the invoice collections process and maintain consistency with existing City practice; and

WHEREAS, on December 2, 2025, Council approved Resolution 25-132 which adopted Industrial Health and Safety Ordinance fees intended to recover 50% of staff time associated with ISO-related permitting, inspection, investigation, enforcement, and administrative oversight of high-hazard facilities; and

WHEREAS, although previously adopted, these fees have not yet been incorporated into the Master Fee Schedule; and

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby amend the Benicia Master Fee Schedule as listed in Exhibit A, and the updated fees shall become effective on July 1, 2026.

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 16th day of June, 2026 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Steve Young, Mayor

Attest:

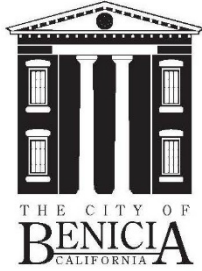
Lisa Wolfe, City Clerk

Date

Exhibit A
Master Fee Schedule
[see next page]

Fire	
Fee Description	Fee effective 07-01-2026
Additional Charges and Inspection Time	
Additional inspection time during normal business hours hourly	\$175.60
Overtime and weekend inspections (2 hour min.) per hour	\$305.95
Additional site inspection - Prior or during construction per hour	\$175.60
Excessive Fire Inspection Fee	\$240.75
Re-submittals or revisions per hour	\$305.95
Additional plan review time per hour	\$305.95
Planning Application Review per hour	\$566.60
Other Routine Annual Inspections per hour	\$305.95
After hours per hour	\$305.95
Engine Company Inspections	\$305.95
Fire Clearance Fee-Business License	\$305.95
Consultant Services / Contract Management	Invoiced cost plus 15% administrative fee
Fire Department Response Charges	
First Responder Fee	\$527.10
Truck Company per hour	\$752.45
Engine Company per hour	\$743.85
Water Tender per hour	\$507.60
Brush Engine per hour	\$717.40
Paramedic-Rescue per hour	\$743.85
Air Unit per hour	\$308.10
Specialized Equipment per hour	\$752.45
Staff Vehicles - Prevention per hour	\$272.80
Staff Vehicles - Suppression per hour	\$363.00
Supplies/equipment used	Actual Cost + 15%
Industrial Health and Safety Ordinance Fees	
Group 1 Facilities Annual Fee	\$3,969.00
Group 2 Facilities Annual Fee	\$7,145.00
Group 3 Facilities Annual Fee	\$73,824.00
Group 4 Facilities Annual Fee	\$73,824.00
Late Payment Fee	10% of invoice every 30 days late

Fire	
Fee Description	Fee effective 07-01-2026
Additional Charges and Inspection Time	
Additional inspection time during normal business hours hourly	\$175.60
Overtime and weekend inspections (2 hour min.) per hour	\$305.95
Additional site inspection - Prior or during construction per hour	\$175.60
Excessive Fire Inspection Fee	\$240.75
Re-submittals or revisions per hour	\$305.95
Additional plan review time per hour	\$305.95
Planning Application Review per hour	\$566.60
Other Routine Annual Inspections per hour	\$305.95
After hours per hour	\$305.95
Engine Company Inspections	\$305.95
Fire Clearance Fee-Business License	\$305.95
Consultant Services / Contract Management	Invoiced cost plus 15% administrative fee
Fire Department Response Charges	
First Responder Fee	\$527.10
Truck Company per hour	\$752.45
Engine Company per hour	\$743.85
Water Tender per hour	\$507.60
Brush Engine per hour	\$717.40
Paramedic-Rescue per hour	\$743.85
Air Unit per hour	\$308.10
Specialized Equipment per hour	\$752.45
Staff Vehicles - Prevention per hour	\$272.80
Staff Vehicles - Suppression per hour	\$363.00
Supplies/equipment used	Actual Cost + 15%
Industrial Health and Safety Ordinance Fees	
Group 1 Facilities Annual Fee	\$3,969.00
Group 2 Facilities Annual Fee	\$7,145.00
Group 3 Facilities Annual Fee	\$73,824.00
Group 4 Facilities Annual Fee	\$73,824.00
Late Payment Fee	10% of invoice every 30 days late



AGENDA ITEM
CITY COUNCIL MEETING DATE – JUNE 16, 2026
COUNCIL MEMBER COMMITTEE REPORT

TO : City Manager

FROM : City Council

SUBJECT : **AD HOC “ACT” TASK FORCE GROUPS UPDATES**

The ad hoc City Council “ACT” Task Force Groups: Advocacy, Collaboration & Transition solicits feedback and participation from stakeholders as they deem helpful to gather information germane to their purpose, including business owners, employees, labor leaders, community members and governmental and non-governmental organizations.

The second City Council meeting of each month serves as an opportunity for the members of Council to report on the progress of each ad hoc group.

Task Force 1: ADVOCATE for Benicia’s Economy: - Mayor Young

This Task Force:

- Serves as a point of contact and leads efforts to work with State Officials such as the Governor’s Office of Economic Development, the California Energy Commission, elected leaders, labor and business representatives to advocate on behalf of Benicia relating to the potential shutdown of the refinery.
- Gathers information and reports on the economic value of the refining operations to Benicia’s economy, county employment, the States economy as well as the importance the Benicia refinery is to Travis Air Force Base.

Task Force 2: COLLABORATE with Community: Non-Profit Organizations, Sports Groups, Benicia Unified School District, Restaurants & Hotels - Council Member Largaespada

This Task Force:

- Coordinates between the various community groups that receive contributions and support from Valero.
- Understands the economic impact to these groups and facilitate collaboration between groups to maximize resources where possible and generate plans on how to proceed with either less funding or new means of revenue. Similarly, with sports groups, the intent is to quantify the financial contribution made to sports groups and how reduced support from Valero could impact users.

- Coordinates with Benicia Unified School District to analyze the impact on property tax revenue to the District and any other direct revenue loss from Valero's cessation of operations.
- Seeks to quantify the economic impact on hotels and restaurants with Valero's exit. The work of Councilmember Largaespada is to coordinate information, facilitate cooperation of resources between groups where feasible, and develop a plan of action on how to overcome the loss of revenue with Valero's departure.

Task Force 3: COLLABORATE with Benicia Industrial Park (BIP): Existing industrial park businesses, Rose Estates and Port of Benicia - Council Member Birdseye

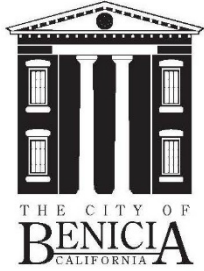
This Task Force:

- Works with impacted BIP businesses; understanding the impact on jobs, lost revenue and impacts on the stream of commerce.
- Coordinates the plans and actions of Rose Estates, the Priority Production Area plan of the Port with redevelopment efforts of the 930 acres of Valero's property with any interested developers.
- There may be an opportunity to synchronize development activity and/or work to incentivize new business development into the BIP including offshore wind manufacturing.

Task Force 4: TRANSITION Prepare for Transition and Redevelopment of Valero's 930 acres: Valero & Signature Development Group - Vice Mayor Macenski & Council Member Scott

This Task Force:

- Collaborates with Valero and Signature Development Group to imagine the possible reuse opportunities for the 930 acres of Valero's property.
- Helps to facilitate stakeholder involvement to solicit public feedback and visioning. Identifies the types of uses, be it residential commercial or industrial and those uses can be best incorporated into Benicia.
- Identifies reports and information that would be helpful to forecast highest and best use for Benicia's economic viability and environmental sustainability.



AGENDA ITEM
CITY COUNCIL MEETING DATE – JUNE 16, 2026
COUNCIL MEMBER COMMITTEE REPORT

TO : City Council

FROM: City Manager

SUBJECT : **COUNCIL MEMBER COMMITTEE REPORTS**

The outside agency committees on which City of Benicia Council Members serve, are listed below. Please click on the links to view current and past agendas and minutes for all Council Member Committee Reports.

Association of Bay Area Governments (ABAG)

<https://abag.ca.gov/meetings>

Community Action Partnership Solano Joint Powers Authority (CAP Solano JPA)

<http://www.capsolanojpa.org/agendas---minutes.html>

Green Empowerment Zone Board of Directors

<https://www.contracosta.ca.gov/9963/Governing-Board-of-the-Green-Empowerment>

Marin Clean Energy (MCE)

<https://www.mcecleanenergy.org/meeting-archive/>

Solano County Water Agency (SCWA)

<https://www.scwa2.com/governance/board-meetings-agendas-minutes/>

SolTrans Joint Powers Authority

<https://soltrans.org/resources/meetings/>

Solano Transportation Authority (STA)

<https://sta.ca.gov/meetings-agendas/>

Valero Citizens Advisory Committee (CAP)

<https://www.beniciacap.com/>