

CITY COUNCIL  
Alma Hernandez, Mayor  
Jenalee Dawson, Mayor Pro Tem  
Amit Pal, Councilmember  
Parise Shepherd, Councilmember  
Princess Washington, Councilmember



CITY COUNCIL MEETING

## **A G E N D A**

### **REGULAR MEETING OF THE SUISUN CITY COUNCIL, SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY, AND SUISUN CITY HOUSING AUTHORITY**

**TUESDAY, JUNE 10, 2025**

**6:30 PM**

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**Suisun City Council Chambers - 701 Civic Center Boulevard - Suisun City, California**

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### **6:30 P.M. REGULAR MEETING**

#### **NOTICE**

Pursuant to Government Code Section 54953(b) the following Suisun City Council meeting includes teleconference participation by:

- Councilmember Amit Pal from Lost Shore Surf Resort, 11 South Platt Hill, Newbridge, EH28 8AY, Scotland, U.K.

*MEETINGS ARE HELD IN-PERSON, PUBLIC PARTICIPATION IS ALSO AVAILABLE VIA ZOOM*

#### *ZOOM MEETING INFORMATION:*

*WEBSITE: <https://zoom.us/join>*

*MEETING ID: 827 6793 9559*

*CALL IN PHONE NUMBER: (707) 438-1720*

*REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING BY EMAILING  
CLERK@SUISUN.COM (PRIOR TO 4 PM), VIA WEBSITE, OR ZOOM CALL IN PHONE NUMBER (707) 438-1720*

*(If attending the meeting via phone press \*9 to raise your hand and \*6 to unmute/mute for public comment.)*

(Next Ord. No. – 821)

(Next City Council Res. No. 2025 – 50)

Next Suisun City Council Acting as Successor Agency Res. No. SA2025 - 04)

(Next Housing Authority Res. No. HA2025 – 05)

#### **CALL TO ORDER**

Mayor Hernandez

## **ROLL CALL**

Council / Board Members

## **PLEDGE OF ALLEGIANCE**

## **INVOCATION**

## **CLOSED SESSION REPORT**

Announcement of Actions Taken, if any in Closed Session.

## **APPROVAL OF REORDERING OF AGENDA**

## **CONFLICT OF INTEREST NOTIFICATION**

*(Any items on the regular meeting agenda that might be a conflict of interest to any Councilmembers / Boardmembers should be identified at this time.)*

## **REPORTS (Informational items only.)**

1. City Manager Update - (Prebula: bprebula@suisun.com).
2. City Attorney Report - (Enright).

## **PUBLIC COMMENT**

*(Request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3. Comments are limited to no more than 3 minutes unless allowable by the Mayor/Chair. Speaker cards are available on the table near the entry of the meeting room and should be given to the City Clerk. By law, no prolonged discussion or action may be taken on any item raised during the public comment period, although informational answers to questions may be given and matters may be referred for placement on a future agenda.)*

## **PRESENTATIONS/APPOINTMENTS**

*(Presentations, Awards, Proclamations, Appointments).*

## **CONSENT CALENDAR**

*Consent calendar items requiring little or no discussion may be acted upon with one motion.*

## **PUBLIC HEARING**

## **GENERAL BUSINESS**

3. California Forever Reimbursement Agreement and Consultant Professional Services Agreements and Administrative Amendments - (Prebula: Bprebula@suisun.com).
  - a. Council Adoption of Resolution No. \_\_: Approving a Reimbursement Agreement Between the City of Suisun City and California Forever LP for the Retention of Consultants related to the Proposed California Forever Project Involving the Expansion, Development, and Annexation of Suisun City.
  - b. Council Adoption of Resolution No. \_\_: Approving a Professional Services Agreement with Economic and Planning Systems (EPS) for Fiscal and Financial related Services for the California Forever Project.
  - c. Council Adoption of Resolution No. \_\_: Approving a Professional Services Agreement with DKS Associates for Traffic related Review and Analysis for the California Forever Project.

- d. Council Adoption of Resolution No. \_\_\_\_: Approving a Professional Services Agreement with De Novo Planning Group for Environmental Review (CEQA) and Planning Services related to the California Forever Project.
- e. Council Adoption of Resolution No. \_\_\_\_: Approving a Professional Services Agreement with Stoel Rives to provide Project specific Legal Services for the California Forever Project.
- f. Council Adoption of Resolution No. \_\_\_\_: Approving a Professional Services Agreement with Holman Teague Roche Anglin for Consultant Services for the California Forever Project.
- g. Council Adoption of Resolution No. \_\_\_\_: Amending the Citywide Classification Plan to Establish the New Classification of Deputy City Manager.
- h. Council Adoption of Resolution No. \_\_\_\_: Amending the Citywide Salary Schedule to Establish Salary and Benefits for the Deputy City Manager Classification.

## **COUNCIL COMMENTS**

### **REPORTS: (Informational items only)**

- 4. Non-Discussion Items.

## **ADJOURNMENT**

### **Public Access To Agenda Documents**

A complete packet of information containing staff reports and exhibits related to each item for the open session of this meeting, and provided to the City Council, are available for public review at least 72 hours prior to a Council/Agency/Authority Meeting at Suisun City Hall 701 Civic Center Blvd., Suisun City. Agenda related writings or documents provided to a majority of the Council/Board/Commissioners less than 72 hours prior to a Council/Agency/Authority meeting related to an agenda item for the open session of this meeting will be made available for public inspection during normal business hours. An agenda packet is also located at the entrance to the Council Chambers during the meeting for public review. The city may charge photocopying charges for requested copies of such documents. To the extent feasible, the agenda packet is available for online public viewing on the City's website: <https://www.suisun.com/Government/City->

Council/Agendas The City Council/Agency/Authority hopes to conclude its public business by 10:00 p.m. No new items will be taken up after 10:00 p.m., unless so moved by a majority of the City Council, and any items remaining will be agendaized for the next meeting. The agendas have been prepared with the hope that all items scheduled will be discussed within the time allowed.

### **Accommodations**

If you require an accommodation to participate in this meeting, please contact the City Clerk at (707) 421-7302 or [clerk@suisun.com](mailto:clerk@suisun.com). The City's reasonable accommodation policy is available for review on the City's website at [www.suisun.com/government/city-council/](http://www.suisun.com/government/city-council/), you may request an electronic copy or have a copy mailed to you. Please note that for accommodations that are not readily available, you must make your request as soon as you can prior to the time of the meeting.

### **Decorum**

All participants are expected to conduct themselves with mutual respect. Conduct that disrupts meetings will be addressed in accordance with Section 54957.95 of the Government Code.

### **Ordinances**

Ordinances are city laws contained in the Suisun City Municipal Code. Enacting a new city law or

changing an existing one is a two-step process. Government Code 36934 provides, except when, after reading the title, further reading is waived by regular motion adopted by majority vote all ordinances shall be read in full either at the time of introduction or passage; provided, however, that a reading of the title or ordinance shall not be required if the title is included on the published agenda and a copy of the full ordinance is made available to the public online and in print at the meeting prior to the introduction or passage.

### **Certification Of Posting**

Agendas for regular and special meetings are posted in accordance with the Brown Act at Suisun City Hall, 701 Civic Center Boulevard, Suisun City, CA. Agendas may be posted at other Suisun City locations including:

- Suisun City Fire Station, 621 Pintail Drive, Suisun City, CA;
- Joe Nelson Center, 611 Village Drive, Suisun City, CA;
- Harbor Master Office, 800 Kellogg Street, Suisun City, CA.

I, Ashley Nash, Administrative Assistant II for the City of Suisun City, declare under penalty of perjury that the above agenda was posted and available for review, in compliance with the Brown Act.

## **AGENDA TRANSMITTAL**

**MEETING DATE:** June 10, 2025

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**AGENDA ITEM:** California Forever Reimbursement Agreement, Consultant Professional Services Agreements and Administrative Amendments:

- a. Council Adoption of Resolution No. \_\_\_\_: Approving a Reimbursement Agreement Between the City of Suisun City and California Forever LP for the Retention of Consultants related to the Proposed California Forever Project Involving the Expansion, Development, and Annexation of Suisun City.
- b. Council Adoption of Resolution No. \_\_\_\_: Approving a Professional Services Agreement with Economic and Planning Systems (EPS) for Fiscal and Financial related Services for the California Forever Project.
- c. Council Adoption of Resolution No. \_\_\_\_: Approving a Professional Services Agreement with DKS Associates for Traffic related Review and Analysis for the California Forever Project.
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- g. Council Adoption of Resolution No. \_\_\_\_: Amending the Citywide Classification Plan to Establish the New Classification of Deputy City Manager.
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**FISCAL IMPACT:** The use of a reimbursement agreement for the proposed project is intended to capture cost recovery for City consultants. The City will not incur any unreimbursed costs as a result of this agreement. As a result of this action, the City Council appropriates expenditures as outlined under the terms of the agreement. This agreement is subject to an initial \$400,000 deposit to be replenished at the request of the City per the terms of the agreement. California Forever LP agrees to reasonably maintain minimal liability balances for the City.

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**STRATEGIC PLAN:** Strategic growth will result in long-term financial benefits by expanding the tax base and reducing per-capita service costs. Initial investments in planning and collaboration will be required to initiate this process. California Forever is committing funding to assist in the planning process by assuring all consultants and staff time committed to the project will be funded through the approved Reimbursement Agreement.

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**BACKGROUND:** On January 21, 2025, the Suisun City Council took a significant step by authorizing the exploration of annexation opportunities beyond the city's existing sphere of influence. Building on this initiative, the Council approved direct engagement with property owners involved in the East Solano Plan on March 18, 2025. Most recently, on April 15, 2025, the City Council authorized staff to

move forward with annexation efforts in coordination with California Forever and to finalize a Reimbursement Agreement (RA) to cover staff and consultant costs associated with planning and annexation.

Following nearly two months of collaborative discussions and negotiations, California Forever and the City have jointly developed a RA that ensures all costs related to the annexation and entitlement process, including the preparation of environmental documents, infrastructure planning, and related efforts will be fully funded by the developer. Importantly, no General Fund (i.e., taxpayer dollars) money will be used to support this work.

City staff are now presenting the RA for City Council approval. If approved, the agreement would authorize staff to initiate the hiring of several experienced consultants that would assist with the preparation of an Environmental Impact Report (EIR), as well as work with staff on detailed planning and land use regulations, infrastructure modeling, and development of a fiscal model evaluating the project.

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**STAFF REPORT:** The City is entering into a RA with California Forever, which establishes the terms under which the Developer will fund City costs related to the potential annexation and development of approximately 15,740 acres under the proposed Suisun Expansion Specific Plan. The agreement ensures full reimbursement to the City for staff time, consultant services, legal and environmental review (CEQA), public outreach, and required agency coordination. California Forever will make an initial deposit of \$400,000 within 15 days of the agreement's effective date, with the City authorized to request additional advances to maintain funding for ongoing work.

In addition to reimbursing all upfront costs, California Forever will provide early public benefit payments totaling \$10 million in cash. These will be delivered in two phases and the Development Agreement will require: \$3.5 million following the City's certification of the EIR, and \$6.5 million within 30 days of annexation approval by LAFCO. These funds will be allocated by the City Council to support critical community priorities, including public safety, infrastructure, parks, homelessness response, and downtown improvements.

California Forever has committed to working exclusively with the City of Suisun City regarding this development, with an allowance to also coordinate with the City of Rio Vista. However, should the Developer choose instead to pursue entitlements through Solano County, it must pay the City a termination fee of \$1 million within 60 days of the County's acceptance of that application.

The agreement affirms the City's full discretion and independence over all environmental and land use decisions. It does not obligate the City to approve the project, annexation, or related entitlements, and clearly states that final decisions rest solely with the City Council. Additional provisions address dispute resolution, indemnification, assignment restrictions, and final accounting procedures.

In addition to contracting with expert consultants, the City will also realign internal staffing to ensure strategic oversight and continuity. This includes appointing the current Development Services Director to serve as Deputy City Manager for the duration of the project, supported by a backfill strategy to maintain core departmental functions.

This agreement provides a comprehensive and enforceable framework that secures both upfront financial commitments and significant post-entitlement benefits for the City, while preserving the City's authority and ensuring accountability from the Developer. Attachment 1 is a scaled down key provision

summary of the agreement and Attachment 2 is the complete RA.

### **Consultant Strategy and Staffing Plan**

Moving forward with the California Forever project will require assembling a specialized team to guide the development process and establish a well-defined implementation timeline. Based on preliminary and limited data currently available to staff, a conservative estimate indicates the need for a dedicated team of at least 10 to 15 professionals. These individuals will bring expertise in land use planning, fiscal and financial modeling, infrastructure development, and environmental resource management and regulation (see Attachment 3: Preliminary Consultant Team).

This team will be led by a Deputy City Manager (DCM), serving as the City Manager's principal assistant and executive designee. The DCM will oversee and coordinate all work related to this high-priority and complex initiative. Given the scale and intricacy of the project, particularly in areas such as land use planning, intergovernmental coordination, infrastructure development, and community engagement, dedicated executive oversight is essential.

To ensure timely and effective project execution, staff is requesting City Council authorization to retain highly specialized or niche consultants. This flexibility is crucial in cases where the consultant pool is extremely limited or where time-sensitive needs arise. Therefore, a more targeted hiring approach is both practical and necessary. Granting staff the authority to act swiftly will allow the City to secure the right expertise for each project phase, avoiding disruptions and ensuring momentum. This is particularly important for highly technical or one-time tasks, such as environmental reviews or specialized engineering analyses.

While consultant engagement is essential for technical expertise, the project's size and importance also necessitate dedicated internal executive oversight. This is addressed through the staffing strategy detailed below.

### **Organizational Leadership and Staffing Strategy**

The Deputy City Manager will serve as the City Manager's principal assistant and executive-level designee, responsible for leading this high-priority annexation initiative and coordinating cross-departmental efforts. The proposed annual salary of \$220,000 is based on internal alignment within the City's executive management structure. This placement positions the Deputy City Manager at approximately 16% below the City Manager and within 2% of the Police Chief, maintaining a clear and appropriate hierarchical distinction that reflects the scope and responsibilities of the role. The full benefits package will align with those offered to the executive management team, reinforcing internal equity and consistency across senior leadership positions.

The City's current Development Services Director will assume the new Deputy City Manager role. He brings with him a deep understanding of local and regional planning, land use law, intergovernmental coordination, environmental review, and infrastructure planning, making him exceptionally well-suited to lead the City's strategic annexation initiative and high-level policy efforts. His expertise and institutional knowledge ensure continuity, stability, and effectiveness as the City undertakes this significant endeavor.

To ensure the continued operations of the Development Services Department during the City's pursuit of the Suisun Expansion Specific Plan, the City will appoint a Limited Term Development Services Director to oversee the department's day-to-day functions. This role will be directly tied to the City's engagement with California Forever, and if the project does not move forward for any reason, the position will be discontinued. In that event, the incumbent Deputy City Manager would retain the option

to return to the Development Services Director position, providing the City with critical organizational flexibility while minimizing long-term financial risk.

Filling this role will require an individual with highly specialized technical expertise to manage the department's active portfolio, which includes Caltrans real estate transactions, coordination with external agencies on infill and infrastructure projects, legal and due process matters related to code enforcement, and oversight of regulatory compliance and liability in the building permitting process. The breadth and complexity of these responsibilities make the position increasingly difficult to fill in today's competitive labor market.

Given the nature of the assignment—particularly in the context of annexation, large-scale development, and interagency coordination—recruitment will likely focus on candidates with significant, specialized experience. To help maintain continuity in existing operations, the developer has also agreed to reimburse the City for the cost of a Development Consultant, who may be retained to assist with technical assignments as needed. This arrangement provides the City with additional capacity and flexibility, ensuring that daily operations continue seamlessly while the City advances its broader annexation objectives (Attachment 8, Development Consultant Resolution).

The addition of the Deputy City Manager role also helps rebuild the City's executive leadership structure. Historically, Suisun City maintained an Assistant City Manager position, which was eliminated around 2018–2019 due to budget constraints. This current effort provides a unique opportunity to right-size the organization and reintroduce a second-in-command executive role aligned with the City's operational needs and future vision.

Importantly, the addition of the Deputy City Manager position will result in no fiscal impact to the City's General Fund. The position is fully funded under the reimbursement agreement with California Forever, which was established to support the City's exploration of annexation and long-range planning. All salary and benefit costs for both the Deputy City Manager and any necessary consultant support will be reimbursed in accordance with that agreement.

#### Organizational Benefits:

- Re-establishes second-in-command executive leadership (Deputy City Manager)
- Preserves continuity by leveraging internal expertise
- Maintains operational stability through a Limited Term Development Services Director
- Mitigates financial risk through full developer reimbursement
- Aligns staffing levels with historic executive structure (last Assistant City Manager role ended in 2018–2019)

#### **Authorization to Engage Initial Consultants for Project Launch**

With the internal and external structure in place, the City is now positioned to move forward with the engagement of experienced consultants necessary to initiate technical studies and project implementation.

Staff is seeking City Council approval to authorize the City Manager to execute contracts with an initial set of highly qualified consultants essential to launching this significant project. These consultants bring the required skill sets, subject matter expertise, and years of experience managing complex issues similar to those anticipated throughout the course of this project.

Their early involvement is critical to developing a realistic and actionable project schedule and ensuring that key project components are addressed from the outset. Delays in securing these professionals could



compromise the City's ability to effectively manage and deliver this complex undertaking.

The following firms represent the initial group of consultants recommended for engagement:

- De Novo Planning Group – Land use and environmental planning
- Economic and Planning Systems (EPS) – Economic and fiscal analysis
- Stoel Rives – Special legal counsel with relevant expertise
- DKS Associates – Traffic engineering and transportation planning

These contracts will be structured on a time-and-materials basis with not-to-exceed amounts. These limits are based on the preliminary scope of work and the limited information currently available. As the project advances and greater clarity is achieved, City staff will return to the City Council as needed to seek approval for additional consultant contracts that provide specialized expertise required at various stages of the project.

All consultant contracts will be actively managed by City staff to ensure work is performed within scope, on schedule, and in alignment with the City's goals and budgetary parameters.

Staff respectfully requests that the City Council authorize the City Manager to execute the necessary agreements with the listed firms to support the timely and effective launch of the project.

### **Environmental Review**

The proposed action does not constitute a "project" as defined under the California Environmental Quality Act ("CEQA"), pursuant to CEQA Guidelines section 15378(b)(4), as it involves a fiscal activity that does not entail any commitment to a specific project with the potential to significantly impact the environment. A specific plan and accompanying environmental documentation will be developed and presented to the Council for consideration in connection with any future annexation proposal. The California Forever project, which is associated with the consultant planning work funded through the reimbursement agreement, will undergo full CEQA review and clearance prior to any approvals.

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**STAFF RECOMMENDATION:** It is recommended that the City Council adopt:

- a. Council Adoption of Resolution No. \_\_: Approving a Reimbursement Agreement Between the City of Suisun City and California Forever LP for the Retention of Consultants related to the Proposed California Forever Project Involving the Expansion, Development, and Annexation of Suisun City.
- b. Council Adoption of Resolution No. \_\_: Approving a Professional Services Agreement with Economic and Planning Systems (EPS) for Fiscal and Financial related Services for the California Forever Project.
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- g. Council Adoption of Resolution No. \_\_\_\_: Amending the Citywide Classification Plan to Establish the New Classification of Deputy City Manager.
- h. Council Adoption of Resolution No. \_\_\_\_: Amending the Citywide Salary Schedule to Establish Salary and Benefits for the Deputy City Manager Classification.

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**DOCUMENTS ATTACHED:**

- 1. Summary of Reimbursement Agreement Between the City of Suisun City and California Forever LP
- 2. Resolution and Reimbursement Agreement between the City of Suisun City and California Forever LP
- 3. Preliminary Consultant Team
- 4. Resolution - EPS Professional Services Agreement and Scope of Work
- 5. Resolution - DKS Professional Services Agreement and Scope of Work
- 6. Resolution - De Novo Planning Group Professional Services Agreement and Scope of Work
- 7. Resolution - Stoel Rives Professional Services Agreement
- 8. Resolution - Holman Teague Roche Anglin Professional Services Agreement
- 9. Resolution - Deputy City Manager Class Specification
- 10. Resolution - Citywide Salary Schedule

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**PREPARED BY:**

Jim Bermudez, Development Services Director  
Christina Penland, Human Resources Administrator  
Patrick Enright, City Attorney

**REVIEWED BY:**

**APPROVED BY:**

Bret Prebula, City Manager

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**ATTACHMENTS:**

[Attachment 1 - Reimbursement Agreement Summary](#)  
[Attachment 2 Resolution - CF Reimbursement Agreement](#)  
[Attachment 2.a - Reimbursement Agreement\\_FINAL\(129142440.1\).pdf](#)  
[Attachment 3 - Special Project Team](#)  
[Attachment 4 - Resolution - EPS Contract](#)  
[Attachment 4.a - EPS Professional Services Agreement and Scope of Work](#)  
[Attachment 5 - Resolution - DKS Contract](#)  
[Attachment 5.a - DKS Professional Services Agreement and Scope of Scope of Work](#)  
[Attachment 6 - Resolution - De Novo Contract](#)  
[Attachment 6.a - De Novo Professional Services Agreement and Scope of Work](#)  
[Attachment 7 - Resolution - Stoel Rives Contract](#)  
[Attachment 7.a - 2025-06-03 Addendum to 2025-05-07 Suisun\\_ City of \(CAForever\) - SR Engagement Letter \(129110405\)](#)  
[Attachment 8 - Resolution - Holman Teague Roche Anglin Contract](#)  
[Attachment 8.a - HTRA - VCS Engagement Ltr](#)  
[Attachment 9 - Resolution - Classification Plan \(DCM\)](#)  
[Attachment - 9.a - Deputy City Manager Class Specification](#)  
[Attachment 10 - Resolution - Citywide Salary Schedule](#)  
[Attachment 10.a - Citywide Salary Schedule](#)

## ATTACHMENT 1

### Summary of Reimbursement Agreement Between the City of Suisun City and California Forever LP

The Reimbursement Agreement establishes the framework for potential annexation and entitlement of approximately 22,873 acres of land east of Suisun City by California Forever LP. The proposed development includes residential neighborhoods, industrial uses, open space, and infrastructure improvements.

#### Key Terms:

- **City Role & Authority:**  
Suisun City will serve as the lead agency under CEQA and retains sole discretion to approve or deny all project entitlements and annexation actions. The agreement does **not commit** the City to approve the project.
- **Reimbursement Obligation:**  
California Forever agrees to reimburse the City for all reasonable costs incurred in processing CEQA documentation, annexation materials, and entitlement applications. This includes consultant fees, legal services, and City staff time.
- **Initial Deposit & Budget:**  
Developer will provide an initial **\$400,000 deposit** into a dedicated City account, with replenishment as needed based on a jointly reviewed quarterly budget. No City funds will be advanced for this effort.
- **Exclusivity:**  
Developer agrees to **exclusively negotiate** with Suisun City (and Rio Vista) for a minimum of 12 months. If the project moves forward in Solano County instead and Suisun City previously declined a similar proposal, Developer shall pay the City **\$1 million**.
- **Early Public Benefits:**  
Development Agreement shall require Developer to pay the City **\$3.5 million** towards goal of public benefits to enhance public services, infrastructure, and economic development, within 30 day days of certification of the EIR by the City and mutual execution of a Development Agreement, and an additional **\$6.5 million** upon LAFCO annexation approval. These funds will support public safety, infrastructure, parks, marina, and downtown facade improvements.
- **Term & Termination:**  
The agreement is effective for **three years**, with early termination possible by either party with 30 days' notice.
- **Legal Protections:**  
Developer agrees to indemnify the City for legal challenges related to CEQA and project processing, and all disputes will be resolved through mediation or binding arbitration.

This agreement ensures the City is protected financially during the evaluation process and provides an opportunity to consider a large-scale development while preserving full discretion and regulatory authority.



## RESOLUTION NO. 2025 –

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY APPROVING A REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF SUISUN CITY AND CALIFORNIA FOREVER LP FOR THE RETENTION OF CONSULTANTS AND REIMBURSEMENT OF STAFF TIME RELATED TO THE PROPOSED CALIFORNIA FOREVER PROJECT INVOLVING THE EXPANSION, DEVELOPMENT, AND ANNEXATION OF SUISUN CITY**

**WHEREAS**, on January 21, 2025, the Suisun City Council took a significant step by authorizing the exploration of annexation opportunities beyond the city’s existing sphere of influence.; and

**WHEREAS**, California Forever LP has been in the process of planning and entitling a new community in east Solano County; and

**WHEREAS**, on April 15, 2025, the City Council authorized staff to move forward with annexation efforts in coordination with California Forever and to finalize a Reimbursement Agreement to cover staff and consultant costs associated with planning and annexation; and

**WHEREAS**, California Forever and the City have jointly developed a Reimbursement Agreement (RA) that ensures all costs related to the annexation and entitlement process, including the preparation of environmental documents, infrastructure planning, and related efforts will be fully funded by the developer; and

**WHEREAS**, exploring this annexation and entitlement process will require substantial investment of time and resources by the City; and

**WHEREAS**, staff is seeking City Council approval to formalize its partnership with California Forever LP and ensure costs associated with the processing of the project are reimbursed to the City; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Suisun City, as follows:

1. The City Council approves a Reimbursement Agreement between the City of Suisun City and California Forever LP for the retention of consultants and reimbursement of staff time related to the proposed California Forever project involving the expansion, development, and annexation of Suisun City.

**PASSED AND ADOPTED** at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 10<sup>th</sup> day of June 2025, by the following vote:

**AYES:**                      Councilmembers: \_\_\_\_\_

<b>NOES:</b>	Councilmembers:	_____
<b>ABSENT:</b>	Councilmembers:	_____
<b>ABSTAIN:</b>	Councilmembers:	_____

**WITNESS** my hand and the seal of said City this 10<sup>th</sup> day of June 2025.

\_\_\_\_\_  
Anita Skinner  
City Clerk

## REIMBURSEMENT AGREEMENT

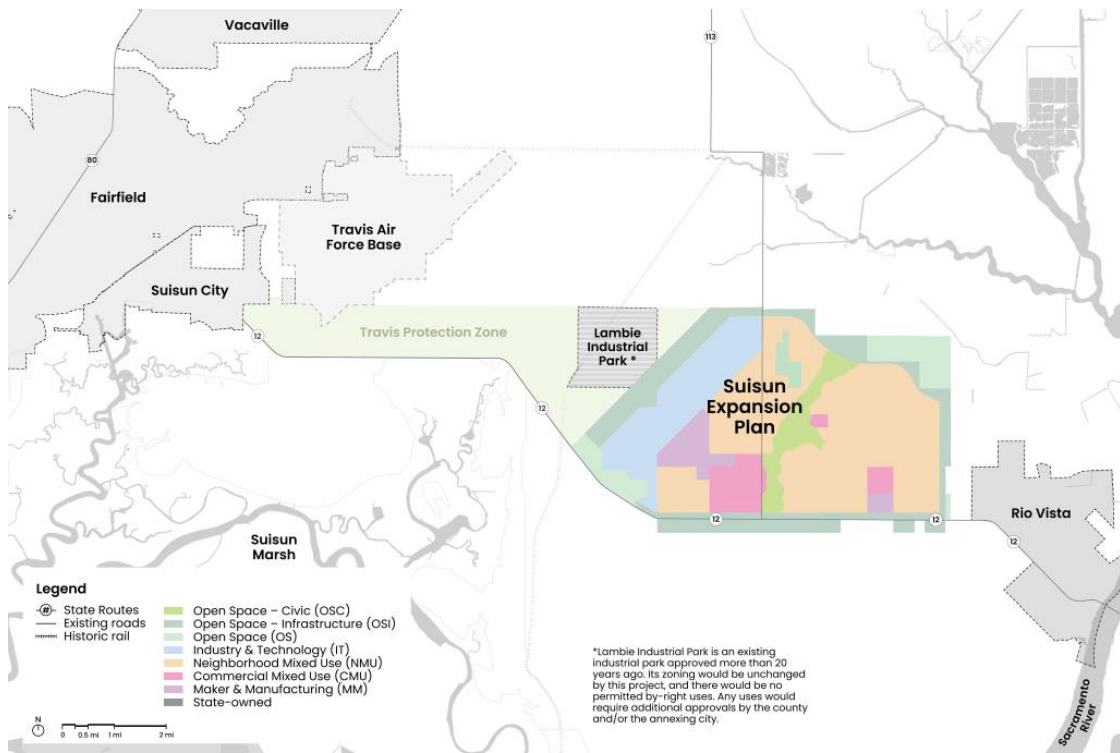
This REIMBURSEMENT AGREEMENT (“**Agreement**”) is dated as of June \_\_, 2025 (“**Effective Date**”), and is entered into by and between the City of Suisun City, a California municipal corporation (the “**City**”) and California Forever LP, a Delaware limited partnership (“**Developer**”). The City and Developer are sometimes individually referred to herein as a “**Party**” and are sometimes collectively referred to herein as the “**Parties**.”

### RECITALS

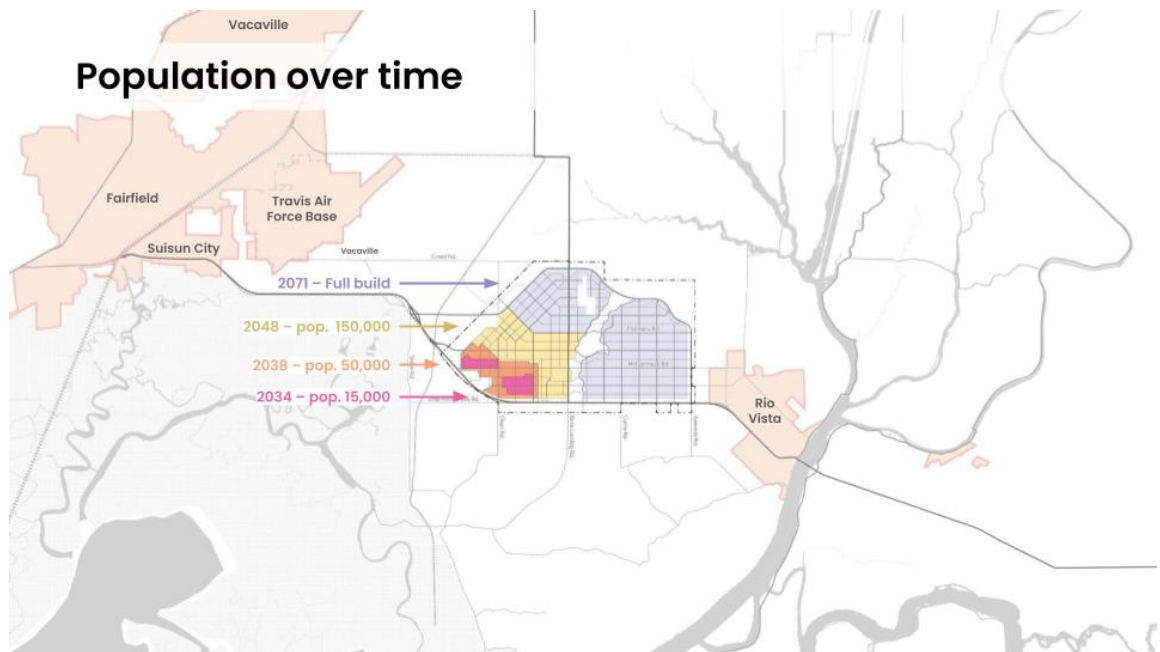
A. Developer has been in the process of planning and entitling a new community in east Solano County. On March 19, 2025, the City sent a letter to Developer inquiring about possible annexation and entitlement of Developer-owned lands in Solano County to the City, attached herein as Exhibit A. On April 1, 2025, Developer responded to confirm its interest, pursuant to letter attached herein as Exhibit B.

B. Developer and City now desire to enter an agreement to establish terms and conditions for the possible expansion of the City’s boundaries east of the City and the annexation of certain real property (the “**Property**”), including a portion of the Property for future development, as depicted below. The proposed development includes, but is not limited to, a new industry & technology zone, homes in safe, walkable neighborhoods, parks, open space, a buffer zone around Travis Air Base, transportation circulation (the “**Project**”). The Property to be considered for annexation consists of:

- 1) the Travis Protection Zone, consisting of approximately 5,726 acres, which would permit ongoing agricultural and habitat conservation uses; and
- 2) the Lambie Industrial Park, consisting of approximately 1,410 acres, an existing industrial park currently located in unincorporated Solano County; and
- 3) the Suisun Expansion Specific Plan, consisting of approximately 15,737 acres.



C. With regard to the growth of the proposed Suisun Expansion Specific Plan, the current phasing plan shows the expected growth of the new area as: (a) 15,000 residents by 2034, (b) 50,000 residents by 2038, (c) 150,000 residents by 2048, and (d) full build out not until 2071.





D. Exploring this annexation and entitlement process will require substantial investment of time and resources by the City. To this end, the City has asked Developer to agree to (a) an exclusive negotiating period, whereby during this City process Developer shall not negotiate or file an application seeking to annex or entitle the Project with any other City, except for the City of Rio Vista as described below in Section 3, and (b) requested that Developer enter a reimbursement agreement whereby Developer shall agree to reimburse the City for all reasonable out-of-pocket costs and expenses incurred in completion of the California Environmental Quality Act (“**CEQA**”) process, preparation and submission of a request for annexation of the Property to Solano County Local Agency Formation Commission (“**LAFCO**”), and consideration of and action on Project entitlements.

E. Pursuant to City Resolution 2025-25, approved by the City on April 15, 2025 and attached hereto as Exhibit C, the City and City of Rio Vista have agreed to work collaboratively regarding the potential annexation of different areas of the Property, as well as other properties owned by Developer (e.g. the Esperson Property discussed below) into the respective cities (the “**Suisun City-Rio Vista MOU**”). Developer and City recognize that the City of Rio Vista will be entering concurrent negotiations with the Developer about the potential annexation and entitlement of certain properties owned by Developer in proximity to Rio Vista, including the approximately 1,054 acres commonly known as the “**Esperson**” Property. Developer and City recognize that in connection with that potential annexation and entitlement process, the City of Rio Vista may desire to also expand further west and annex a portion of the proposed Project. Developer and City agree to work collaboratively and in good faith with the City of Rio Vista regarding the respective annexations and entitlement processes. If appropriate, the City’s environmental analysis may consider a project alternative that reduces the boundary and size of the annexation Property such that the City of Rio Vista may independently consider annexing a portion of the proposed Project area instead of City of Suisun.

F. The City shall be the “lead agency,” as defined by CEQA for the purpose of conducting the environmental review of the Project, including annexation and entitlements. The City shall exercise its independent judgment in preparing and reviewing CEQA reports and supporting documentation, shall comply with CEQA notice, consultation and comment proceedings including with responsible agencies and others, will hold public hearings and consider public comments, and will certify an environmental impact report (“**EIR**”) and other required CEQA documentation (“**CEQA Documentation**”) through a resolution. The City will complete the CEQA process prior to making a decision on approving (or not) the Developer’s request to extend the City’s boundary through a Property annexation, and/or to approve a Project entitlement. Approval of the Project entitlements shall be at the City’s sole and absolute discretion.

G. Developer agrees that the City, through its staff and professional consultants, including but not limited to contract planners, engineers, environmental professionals, attorneys, and other consultants as the City shall deem necessary (“**Consultants**”), shall review and assist the City in completing such processing and other such actions as may be necessary to consider the annexation and entitlement processes.

H. Public Resources Code Section 21082.1 authorizes the City to contract for planning and environmental review services, including preparation of the environmental documents required by CEQA for the Project.

I. Government Code Section 66014 and Public Resources Code Section 21089 entitle the City to recover its reasonable costs of processing the applications for the land use entitlements required by the Project, including but not limited to, costs required to complete an EIR, processes in compliance with CEQA, and completing the processes required for the City to take final action on the proposed Property annexation and Project following certification of the EIR.

J. This Agreement is intended to specify the terms of Developer's deposit and reimbursement for the City's planning and environmental review services, including a cash deposit to be made by Developer with on-going payments to City and deposit restoration provisions as provided in this Agreement, and to identify an initial range of potential near-term public benefits to be evaluated in a future development agreement to be considered upon completion of the CEQA process. Nothing in this Reimbursement Agreement in any way commits the City to approving a boundary expansion, Property annexation, or the Project.

K. The intent of the Parties in entering into this Agreement is to establish a specific, limited period of time to discuss the Property annexation and Project, and if the City wishes to proceed, to complete the steps necessary to take final action on the Project entitlement(s), and if approved, submit an annexation proposal to LAFCO.

**NOW, THEREFORE,** the Parties hereto agree as follows:

1. Shared Goals. In addition to those goals outlined in the Suisun City-Rio Vista MOU, the City and Developer jointly recognize the following shared goals specific to Suisun City:

(a) The City and Developer recognize that any development must be fiscally sound, designed and financed in a manner that it pays the cost of municipal services, and produces a net tax surplus for the City. The City and Developer shall engage a third-party fiscal consulting firm to prepare a fiscal impact report that shall be available to the public

(b) The Project shall be designed in a manner that provides residents of the City with the greatest possible level of certainty and clarity that: (i) the Project will not draw financial resources from existing City tax base, and (ii) the Project will provide a net fiscal benefit that will help improve the provision of services for existing Suisun City residents.

(c) The City and Developer are jointly committed to protecting and strengthening Travis Air Force Base ("**Travis AFB**"). The City and Developer shall jointly work with Travis AFB to ensure that (a) land uses around Travis AFB protect and strengthen the base, including necessary buffer areas where development is restricted to protect base operations, and (b) the Project supports the quality of life for Travis AFB personnel and their families, including housing, education, childcare, healthcare, and spousal employment.

(d) The Development Agreement shall be negotiated to provide the earliest possible public benefits to the City and its existing residents, as described in Section 4.

2. Term. The term of this Agreement shall commence on the Effective Date and shall end three (3) years thereafter (the “**Term**”), unless extended by a mutual written agreement of the Developer and the City. In addition to termination based on the expiration of the Term, either the City or Developer may terminate this Agreement early, with or without cause, upon a thirty (30) day written notice to the other Party, consistent with Section 19, below.

3. Reimbursement & Exclusivity.

(a) The Parties agree that Developer shall reimburse the City for its costs in completing the CEQA, annexation and entitlement processes as set forth in this Agreement, including Section 5 below.

(b) Developer shall not negotiate with any city other than Rio Vista regarding the potential terms, conditions, covenants, restrictions, and agreements for the development of the Project and annexation of the Property into another city (provided that for the avoidance of doubt, the Developer may negotiate and file an application to entitle the Project in unincorporated Solano County). The foregoing period (“**Exclusive Negotiation Period**”) shall apply for a period of twelve (12) months from the Effective Date, which shall thereafter be renewed for successive periods of six (6) months as long as the Developer has delivered to the City, prior to the expiration of the then-current six (6) month period, a written confirmation that the Exclusive Negotiation Period shall be extended for another six (6) months. If the Developer fails to timely deliver such notice, then this Agreement shall continue, including the reimbursement provisions and obligations of the Developer, but this Section 3(b) and the exclusivity provisions of this Agreement shall cease to apply. If Solano County approves the Project and its entitlements substantially in its full-scale as currently proposed, after Developer has offered to the City to approve the Project on substantially similar terms and the City did not take such action, Developer shall pay the City \$1,000,000 as a termination fee no later than 60 days following certification of an EIR and execution of a Development Agreement with Solano County.

4. Early Public Benefits. The Parties agree that commencement of Project construction is contingent on approvals from the City as well as various local, regional, and state agencies that are not party to this Agreement. Since LAFCO and other responsible agencies, must withhold formal decision making until after the City certifies the EIR, and since certain entitlements can take effect only following annexation approvals and other actions by agencies not a party to this Agreement, the Parties agree that to take into account such potential delays, while providing for lawful public benefits to the City following the City’s certification of the EIR and approval of Project entitlements, the Developer hereby agrees that if the EIR is certified, and Property annexation actions and Project entitlements are approved by the City, then the Development Agreement shall include the following initial commitment of fiscal public benefits to the City, and to avoid delayed delivery of these public benefits, Developer agrees that these initial public benefits shall be due and paid at the milestones specified in subsections (a) and (b) below:

(a) After approval by City: The Development Agreement shall require the Developer to pay to the City \$3,500,000 towards goals specified in Section (c) below within thirty (30) days of certification of the EIR by the City and mutual execution of the Development Agreement. This payment shall be delivered in cash only and is not subject to in-kind conveyance or offset. The Developer acknowledges that while generally the Development Agreement's effectiveness shall be conditional on LAFCO approval, the applicable section regarding payment of this sum of \$3,500,000 shall not require approval by LAFCO or any other agency other than the City.

(b) After approval by LAFCO: The Development Agreement shall require the Developer to pay to the City \$6,500,000 towards goals specified in Section (c) below within thirty (30) days of approval of Property annexation by LAFCO. This payment shall be delivered in cash only and is not subject to in-kind conveyance or offset.

(c) Allocation: The City Council shall allocate early public benefits funds to enhance public services, infrastructure, and economic development, and shall report to the public on the use of these funds to ensure the effective and transparent use of resources. By way of example, possible uses of the funding include but are not limited to:

(1) Public Safety: Enhanced public safety services, including increased patrolling of the Downtown Waterfront Area and assistance with unhoused population issues.

(2) Roadway and Sidewalk Improvements: Funding for roadways, sidewalks, and other transportation infrastructure within existing Suisun City boundaries, including but not limited to equipment replacement, transportation management software, and other maintenance, management and improvement costs.

(3) City Parks: Enhanced maintenance and improvements for City Parks.

(4) Marina Improvements: Enhanced maintenance and boating / marina improvements including ancillary needs around the boating/marina facilities.

(5) Facade Enhancements: Funding for facade enhancement designed to improve the exterior appearances of buildings located within the current boundaries of the City.

5. Project Costs. All Project Costs, whether borne by the City or by Developer, shall be the sole responsibility of, and undertaken at the sole cost and expense of, the Developer. "**Project Costs**" shall mean the following fees, costs, or expenses, incurred on or after June 9, 2025 and during Term:

(a) All fees or expenses of Consultants retained by the City for any study, analysis, consultation, evaluation, report, schedule, estimate, environmental review, planning or design activities, drawings, specifications or other activity or matter relating to the Project or negotiation or documentation of agreements related to the Project, including but not limited to,

a future Development Agreement, Specific Plan, Subdivision Map Act work, planning, environmental studies and public outreach that may be undertaken by City, pursuant to or in reliance upon this Agreement.

(b) Costs of preparing necessary documents pursuant to Planning and Zoning law (Government Code sections 65000 et seq.), Solano County Local Agency Formation Commission, Solano County Airport Land Use Commission, County of Solano and any other governmental entities, CEQA Documentation and, as applicable, the National Environmental Policy Act, and additional supporting documentation, as legally required for the Property annexation, all Project entitlement(s), and development.

(c) Costs of distributing CEQA Documentation to responsible agencies and others; noticing and holding public hearings and considering public comments on the CEQA documents and reports, and considering approval or certification of CEQA Documentation and reports and other documentation through a resolution in accordance with CEQA.

(d) Costs of preparing, processing, and certifying the EIR and any additional necessary environmental review.

(e) Litigation and other legal costs associated with CEQA or other challenges, including challenges of any kind to the EIR, annexation, and Project entitlements.

(f) Fees and expenses of any Consultants including, without limitation, attorneys employed by City in connection with the Project, Property annexation, and Project entitlements.

(g) Studies, reports, and design services related to development of any Project-related infrastructure.

(h) Costs of all City personnel (full-time and part-time positions) expended on the Project in excess of Planning and Zoning fees paid by Developer, at their fully burdened rates (see rate schedule attached hereto as Exhibit D);

(i) All fees, charges and costs, including all deposits, bonds or other securities associated with the submission to and processing by the City of any and all applications and other documents and information submitted to the City by the Developer pursuant to this Agreement, and otherwise required for the City to take final action on the Property annexation and Project entitlements.

(j) Any and all other actions reasonably taken by City in connection with processing of application for the Project.

6. Deposit: Within 15 (fifteen) days of the Effective Date, Developer shall deposit the sum of \$400,000 into the City's escrow account ("**Initial Deposit**"). Thereafter, the City and Developer shall work together to establish an appropriate budget and schedule, and agree the same for the next 6 months. Notwithstanding anything else to the contrary in this Agreement, Developer's liability under this Agreement shall not exceed the Initial Deposit, plus any budget

pre-approved in writing by Developer. The City and Developer shall update the budget and schedule on a quarterly basis. The City will provide Developer monthly with copies of non-privileged portions of invoices from City's Consultants, and reasonable itemized documentation regarding City staff time. The City shall monitor its expenses and the balance in the deposit account. Whenever City believes, in good faith, that there will be insufficient funds to pay all of its Project Costs for the next 90 days, City may make a written request to Developer for additional funds ("**Additional Advance**"). City's request for the Additional Advance shall state the existing balance and the additional amount requested. City may request the funds it reasonably believes necessary to cover a period not exceeding 90 days. The deposit account shall generally maintain a minimum balance of Four Hundred Thousand dollars ("(\$400,000.00)"). The Initial Deposit and Additional Advance funds are hereinafter collectively referred to as the "Deposit." Developer shall make the Additional Advance within thirty (30) days of City's written request therefor. If Developer fails to timely make the Additional Advance, City may cease all additional work by staff and consultants on the Project, until City receives the Additional Advance from Developer. The Deposit shall be managed in a separate account and not commingled with other funds of City. The Deposit shall not accrue interest. City shall administer the Deposit and use the Deposit to reimburse City for Project Costs. City shall maintain satisfactory accounting records as to the expenditure of the Deposit at all times.

7. Dispute Resolution: In the event of any disagreement between the City and Developer regarding Project Costs, the Parties shall first meet in good faith to try and resolve the issue. Developer reserves the right to reimburse costs under protest, and the Parties agree to submit the dispute to the dispute resolution procedures identified in Section 25.

8. Final Accounting: Within two (2) business days of termination of this Agreement (or in early case of early termination, within two (2) business days of receipt of the Developer's early termination notice), the City shall instruct all parties whose services have been or are being reimbursed under this Agreement to immediately stop further work, and provide final invoices to the City. The City shall provide final accounting to Developer within thirty (30) days of the termination of this Agreement. Within ten (10) days thereof: (a) if there is excess of escrowed funds, the City shall refund the same to Developer; (b) if there is lack of escrowed funds, Developer shall pay the remaining final balance to the City. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

9. Conflicts of Interest.

(a) **No Financial Relationship**. During the term of the City's contract with De Novo Planning Group ("**Environmental Consultant**") to review and finalize the CEQA Documentation for the Project, and for a period of three months after certification of the EIR and the City's action on the proposed Property annexation and Project entitlement(s), neither Developer nor its affiliates shall enter into any financial relationship with the Environmental Consultant or with any City official or employee. Nor, during such period, shall Developer propose to enter into any future relationship with the Environmental Consultant or with any City official or employee. The City retains the right to change its environmental consultant during the course of this Agreement. In such event, City will provide written notice to Developer and will

manage the transition to avoid or minimize delays and additional costs resulting from any such transition.

(b) Developer's Representations and Warranties. Developer represents and warrants to the City that during the 12-month period preceding the Effective Date, Developer has not entered into any arrangement to pay financial consideration to, and has not made any payment to, the Environmental Consultant. Developer further represents and warrants that it has not entered into any arrangement to pay financial consideration to, and has not made any payment to, any City official or employee that would create a legally cognizable conflict of interest as defined in the Political Reform Act (Gov. Code § 87100 *et seq.*).

10. No Obligation To Approve.

(a) Nothing in this Agreement shall be interpreted or construed to be a representation or agreement by either the City or Developer to accept, approve, or adopt the LAFCO Package, a Development Agreement, specific plan, or other approvals or entitlements for the Project. Nothing in this Agreement shall be interpreted or construed as a guaranty, warranty, or representation that the City Council of the City will approve any proposed Development Agreement negotiated by City staff and Developer for the Project. Further, nothing in this Agreement is or is intended to bind the City to taking any particular action on Property annexation or Project entitlement(s) before completing the required CEQA process, including but not limited to consideration of comments on the EIR, such that the City's consideration of final action on the Property annexation and Project entitlement(s) is first and fully informed by a certified EIR.

(b) Developer acknowledges and agrees that: (i) under this Agreement, City is not committing itself or agreeing to enter into an expansion of its boundaries or development, or to approving the Property annexation or any Project entitlements; (ii) no provision of this Agreement shall be deemed to be an offer by City, nor an acceptance by City of any offer or proposal from Developer, for City to convey any estate or interest in the Property to Developer or for City to provide any financial or other assistance to Developer for development of the Project or the Property; (iii) Developer has not acquired, nor will acquire, by virtue of the terms of this Agreement, any legal or equitable interest in real or personal property from City; (iv) any further efforts, after the completion of the term, by either Party to perform due diligence, arrange or obtain financing, or carry out other acts in contemplation of the possible acquisition, transfer or development of the Project shall not be deemed evidence of intent by either Party to be bound by any terms, conditions, covenants, restrictions or agreements relating to acquisition, transfer or development of the Project. Notwithstanding the foregoing and anything else in this Agreement, provided Developer fulfills its obligation to reimburse the City's costs and other obligations under this Agreement, the City agrees to complete the CEQA process, inclusive of certifying a final EIR for the Property annexation and Project entitlements, with both Parties recognizing that certification of the EIR is a separate action which does not, in any way, bind the City to thereafter approve the LAFCO Package or Project entitlements. Developer acknowledges and agrees that after the EIR certification, the City's consideration of the Property annexation and Project entitlements is subject to the sole and absolute discretion of the City Council.

(c) Subject to the reimbursement requirements set forth below, Developer further acknowledges and agrees as follows with respect to its request for Property annexation and Project entitlements:

(1) City has sole discretion to select which of its employees, Consultants, and Environmental Consultant are assigned to work on the application;

(2) City has sole discretion to direct the work and evaluate the performance of its employees, Consultants, and Environmental Consultant assigned to work on the application, and City retains the right to terminate or replace at any time any such person;

(3) City has sole discretion to determine the amount of compensation paid to its employees, Consultants, and Environmental Consultant assigned to work on the application; and

(4) City, not Developer, shall pay City's employees, Consultants, and Environmental Consultant assigned to work on the application from a City account. City employees and Consultant costs shall be paid by the City from the Deposit required by Section 6 of this Agreement.

(d) The Parties acknowledge and agree that the processing of Developer's request for annexation and Project entitlements is not contingent on the hiring of any specific consultants, Consultants, or Environmental Consultant.

(e) The Project remains subject to the City's full exercise of discretion as a lead agency to consider the EIR and to approve or disapprove the Project, including the authority to require the Project to undertake mitigation measures as may be set forth in the EIR. The City, at this time, is not committing to approve or undertake the Project. The City reserves all necessary discretionary authority to approve, deny, or condition the Project, including the authority to adopt any mitigation measures or alternatives necessary to avoid or substantially lessen the environmental impacts of the Project. Any approval of the Project itself is expressly conditioned on final CEQA review. The City's approval of this Agreement therefore does not constitute an approval of the Project and is not a decision subject to CEQA. (*Concerned McCloud Citizens v. McCloud Community Services Dist.* (2007) 147 Cal.App.4th 181; *Cedar Fair, L.P. v. City of Santa Clara* (2011) 194 Cal.App.4th 1150.)

#### 11. Processing of Property Annexation and Project Entitlement Applications.

(a) The City shall accept for processing all application materials and related documentation for Property annexation and Project entitlements submitted by Developer. The City shall timely process and consider all applications and related documentation for City action that are necessary or desirable for the efficient and economical processing of the annexation and Project entitlement applications. Not later than sixty (60) calendar days following the Planning Commission's final recommendation of the Project, the City Council shall hold a duly noticed public hearing on the Project. The Parties intend that all discretionary entitlements, final legislative actions, and quasi-judicial approvals necessary to proceed with annexation of the Property with LAFCO and entitlement of the Project will be considered at the same public



hearing. The parties acknowledge that some final legislative actions by the City require two (2) separate meetings at least five (5) calendar days apart under applicable state law.

12. Compliance with CEQA Guidelines: Independent Judgment. CEQA Guidelines Sections 15074 and 15090 require the lead agency to exercise its independent judgment in approving environmental documents. Payment of the cost of preparation of the environmental documents by Developer does not undermine the independent preparation of the environmental documents by City so long as any consultant hired to review and finalize the environmental documents is under contract to and directed by City. (Pub. Res. Code § 21082.1(a)). It is understood that any such Consultant hired by City to review and finalize environmental documents, shall be under contract with and directed by City or City's authorized representative, and Developer shall not attempt to direct, influence, or otherwise control the consultant in the performance of the work. Developer shall direct any questions or concerns to City. City and Developer acknowledge that all applicable requirements of CEQA including the CEQA Documentation must be met in order for the City to pursue LAFCO approval for annexation, and for the City to approve any Project entitlement(s) including but not limited to General Plan amendments, Specific Plan and other rezoning, subdivision mapping, and approval of a Development Agreement. The Parties recognize that execution of this Agreement does not constitute "approval" of a "project," as those terms are defined by CEQA, and does not in any way limit the ability of City to consider alternatives or mitigation measures for any project as required to comply with CEQA. The City acknowledges that Developer has commenced analysis pursuant to CEQA in connection with the Project. Developer shall provide the City with all available CEQA Documentation as part of Developer application documents, including but not limited to studies, analyses, graphics, and draft documentation prepared by Developer.

Upon receipt of Developer's CEQA Documentation, the City shall conduct an independent review of these documents as required by CEQA. The City shall exercise its independent judgment in determining the adequacy of the submitted documentation, whether additional studies or supplemental analyses are required, and issue a Draft EIR for public review and thereafter complete the CEQA process and certify the EIR.

Developer acknowledges that, at the City's discretion, additional environmental and/or technical studies, revisions, or new analyses may be necessary for the City to complete its independent review and comply with CEQA. Any such additional work shall be conducted at the Developer's sole cost and expense. Developer agrees to cooperate with the City in providing any further information or documentation necessary to complete the CEQA review process in compliance with all applicable laws and regulations.

13. No Third-Party Beneficiary. Nothing in this Agreement is intended to benefit any person or entity other than City and Developer.

14. Assignment. Developer recognizes the importance of the development of the Project to the general welfare of the City, and the specific qualifications and identity of Developer and its principals are of particular concern to the City. The City acknowledges that Developer may intend to form one or more new entities to be the developer(s) that will be party to the Project that is controlled by the parties comprising Developer, as currently constituted. This Agreement

may not be assigned by the Developer to an entity other than one that is controlled by Developer without the prior express written consent of the City in its sole discretion, which consent shall not be unreasonably withheld.

15. Indemnification and Hold Harmless.

(a) Non-liability of City Concerning Entitlements. The Parties acknowledge that there may be challenges to the legality, validity, and adequacy of the CEQA Documentation, Property annexation and Project entitlement(s), and/or this Agreement which, if successful, could delay or prevent the development of the Project. City shall have no liability under this Agreement for Developer's inability to develop the Project as a result of a judicial determination that the CEQA Documentation, Property annexation or Project entitlement is, or any portions thereof, are invalid, inadequate, or not made in compliance with law. In the event of an adverse judicial outcome, Developer may apply to the City to correct any identified legal deficiencies in the CEQA Documentation, annexation and/or entitlement process, at which time a new Deposit shall be required and this Agreement shall be reinstated as effective until such time as the City completes the required processing to correct any such deficiency or until this Agreement is terminated by mutual agreement or non-performance of the Developer.

(b) Participation in Litigation; Indemnity. Developer agrees to indemnify, protect, defend, and hold harmless City and its officials, officers, employees, agents, elected boards, commissions, departments, agencies, and instrumentalities thereof, from any and all actions, suits, claims, demands, writs of mandamus, liabilities, losses, damages, penalties, obligations, expenses, and any other actions or proceedings (whether legal, equitable, declaratory, administrative, or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to, arbitrations, mediations, and other such procedures), including, but not limited to, attorneys' fees and costs (herein the "**Claims and Liabilities**"), arising from or related to this Agreement, CEQA Documentation, Property annexation, or Project entitlement(s). Developer shall be fully responsible for any monetary judgment arising therefrom, whether such Claims and Liabilities are brought under CEQA, planning and zoning laws, the Subdivision Map Act, Code of Civil Procedure Sections 1085 or 1094.5, or any other federal, state, or local law, rule, regulation, or any applicable judicial decision. The Parties acknowledge and agree that Developer may be required to deposit funds to cover its indemnification obligation or to provide other security if any such litigation is commenced. If Developer fails to timely pay such funds, City may abandon the action without liability to Developer and may recover from Developer any attorneys' fees and other costs for which City may be liable for abandonment of the action. City shall provide Developer with notice of the pendency of such action and request that Developer pay for the costs to defend such action. Developer's obligation to pay the defense costs of City shall extend until final judgment, including any applicable appeal periods or appellate decisions.

(c) Choice of Counsel. It is expressly agreed that the Parties reserve the right to retain independent defense counsel of their choosing. Provided Developer is fulfilling its obligations to indemnify under Section 15(b) above, the Developer may, at its sole discretion, retain its own counsel and defend any such claim challenging CEQA, the Property annexation or Property entitlement(s), and the Parties shall cooperate with respect to such defense.

(d) **Exception.** The obligations of Developer under this Section shall not apply to any claims, actions, or proceedings arising through the gross negligence or willful misconduct of City, its members, officers, or employees.

(e) **Survival of Indemnity Obligations.** All indemnity provisions set forth in this Agreement shall survive the expiration or termination of this Agreement.

16. **Agreement Not a Financial Debt or Liability of City.** The Parties agree that this Agreement does not create a financial debt or liability of City. City shall not be obligated to advance any of its own funds with respect to the environmental documents. No City official, officer, employee, or agent shall be personally liable to Developer under this Agreement to any extent.

17. **Attorney-Client Privilege Not Waived.** Nothing in this Agreement shall be construed to abrogate or waive the City's or the Developer's attorney-client privileges.

18. **Qualification for Business; Authority to Sign.** Each person signing this Agreement on behalf of Developer represents and warrants that Developer has been and is qualified to do business in the State of California, that Developer has full right and authority to enter into this Agreement, and that all persons signing on behalf of Developer were authorized to do so by appropriate actions, that all signatures were duly delivered, and that this Agreement binds Developer.

19. **Notices.** Any notice, request, approval, or other communication to be provided by one Party to the other shall be in writing and by certified mail, return receipt requested, or a reputable overnight delivery service (such as Federal Express) addressed as follows, with a mandatory email copy to the email addresses specified below.

**If to the Developer:**

California Forever LP  
2108 N ST # 9555  
Sacramento, CA 95816  
Attn: Jan Sramek  
Email copy: legal@californiaforever.com  
With required copy to:  
Holland & Knight, LLP  
560 Mission Street, Suite 1900  
San Francisco, CA 94105  
Attn: Jennifer Hernandez  
Email copy: Jennifer.Hernandez@hklaw.com

**If to the City:**

City of Suisun City  
701 Civic Center Blvd  
Suisun City, CA 94585  
Attn: City Manager

With required copies to:  
Richards, Watson & Gershon  
2300 N Street, Suite 3  
Sacramento, CA 95816  
Attn: Patrick Enright  
Email copy: penright@rwglaw.com  
Stoel Rives LLP  
500 Capitol Mall, Suite 1600  
Sacramento, CA 95814  
Attn: Timothy Taylor  
Email copy: tim.taylor@stoel.com

Notices shall be deemed delivered: (i) if sent by certified mail, then upon the date of delivery or attempted delivery shown on the return receipt; or (ii) if delivered by reputable overnight delivery service that provides a receipt with the time and date of delivery, then one (1) business day after delivery to the service as shown by records of the service.

20. Integration. This Agreement constitutes the entire agreement of the Parties hereto with respect to the subject matter hereof. There are no agreements or understandings between the Parties and no representations by either Party to the other as an inducement to enter into this Agreement, except as may be expressly set forth herein, and this Agreement supersedes any and all prior discussions and negotiations between the Parties.

21. Exhibits. The Exhibits attached to this Agreement are each incorporated herein by this reference.

22. Amendments, Modification of Agreement. This Agreement may not be altered, amended, or modified except by a writing duly authorized and executed by all Parties. The City Manager shall have the authority to implement this Agreement, including, without limitation, to issue in writing waivers and/or approvals required to be obtained by the City hereunder, so long as those approvals are within the authority of the City Manager. Any amendments to this Agreement shall require the approval of the City Council.

23. Waiver. No provision of this Agreement may be waived except by an express written waiver duly authorized and executed by the waiving Party.

24. Choice of Law. This Agreement, and any dispute arising from the relationship between the Parties, shall be governed by, construed in accordance with, and interpreted under the laws of the State of California.

25. Dispute Resolution. Each Party agrees to provide the other Parties no fewer than thirty (30) calendar days' notice in accordance with the notice provisions in Section 19 of any dispute, claim, or disagreement arising out of or in connection with this Agreement. During the thirty-day notice period, the Parties agree to attempt in good faith to resolve the issue. If the Parties do not reach resolution of the issue, any dispute concerning this Agreement must be resolved first by participation in a mediation by a mediator mutually agreed upon by the Parties. If mediation is unsuccessful, the dispute may be resolved by arbitration in Solano County, California according to the JAMS Comprehensive Arbitration Rules and Procedures (the "**Rules**"), as such Rules may be amended or changed from time to time, except to the extent amendments to the Rules are agreed by the Parties in writing to effectuate a final arbitration decision within 60 days as required herein. There shall be one arbitrator, who shall be a retired federal judge, or to the extent that former federal judges are unavailable or the Parties agree, California state court judges with experience litigating commercial business disputes in California courts. The arbitrator shall be appointed by JAMS in accordance with its rules. In resolving the dispute, the Parties intend that the arbitrators shall apply the substantive laws of the State of California, without regard to any choice of law principles thereof that would mandate the application of the laws of another jurisdiction. The California Arbitration Act shall govern any arbitration brought under this Section. The Parties incorporate the entirety of Section 1283.05 of the California Code of Civil Procedure ("**Section 1283.05**") in this Section, such that discovery shall be conducted pursuant to and as allowed by Section 1283.05. The Parties intend that the provisions to arbitrate set forth herein be valid, enforceable and irrevocable, and any award rendered by the arbitrators shall be final and binding on the Parties. The Parties agree to comply with any award made in any such arbitration proceedings and agree to enforcement of or entry of judgment upon such award in a court of competent jurisdiction in Solano County, California. Notwithstanding the foregoing, either Party may seek preliminary injunctive relief in emergent circumstances involving the risk of irreparable harm in a court of competent jurisdiction simultaneously with following the procedures set forth above.

26. Ambiguities. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement.

27. Time of Essence. Time is of the essence of each and every provision hereof in which time is a factor.

28. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same Agreement.

*[signature page follows]*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

**CITY:**  
CITY OF SUISUN CITY

**DEVELOPER:**  
CALIFORNIA FOREVER LP

By: \_\_\_\_\_  
Alma Hernandez, Mayor  
Attest:

By: \_\_\_\_\_  
Name: Jan Sramek  
Title: Founder & CEO

\_\_\_\_\_  
Anita Skinner, City Clerk  
APPROVED AS TO FORM:

\_\_\_\_\_  
Patrick Enright, City Attorney

## **EXHIBIT “A” – INVITATION FROM SUISUN CITY**



### **CITY OF SUISUN CITY**

701 Civic Center Blvd.  
Suisun City, California 94585  
Incorporated October 9, 1868

**Date:** March 19, 2025

**To:** Flannery Associates, LLC

**Address:** 2108 N Street #6499, Sacramento, CA 95816

**Subject:** Suisun City Boundary Expansion

Dear Flannery Associates, LLC,

The City of Suisun City is exploring the possibility of expanding its boundaries, and your property (APN: 0042-100-150... [including additional APNs]) is currently in unincorporated Solano County, in proximity to the city, and outside of the Suisun Marsh. We are reaching out to gauge your interest and willingness to explore annexation into the City.

Annexation would bring several benefits, including but not limited to:

- Enhanced police and fire protection
- Inclusion in our in-depth Parks and Recreation services
- Access to other municipal services
- Eligibility for city infrastructure improvements

City Council will continue to go through a planning process around its interest in any newly annexed land, but its initial considerations are:

- Travis Protection Zone; establishing a buffer zone (Suisun Greenbelt) around Travis Air Force Base to permanently protect Travis AFB.
- Increase well-paying jobs to allow people to live and work with far less commute.
- Increase commercial zones around essential day-to-day retail and specific high-quality consumer retail.
- Diversity in housing type and affordability levels
- Net fiscal benefit to support ongoing operational and capital service needs citywide

We understand that annexation is an important decision, and we want to ensure you have all the necessary information. To that end, we invite you to email Development Director Jim Bermudez at [jbermudez@suisun.com](mailto:jbermudez@suisun.com) to schedule an appointment to discuss this possibility in more detail.

Our goal is for staff to bring back any interested parties for City Council consideration on April 15<sup>th</sup>, so we would appreciate it if you could let us know if you have any interest before that deadline.

We appreciate your time and look forward to your engagement in this critical community discussion.

Sincerely,

  
Jim Bermudez  
Development Director  
Suisun City

Exhibit “A”

## EXHIBIT “B” – RESPONSE FROM DEVELOPER



via Email Only

City of Suisun City  
701 Civic Center Blvd  
Suisun City, CA 94585  
Attn: Jim Bermudez  
Development Director

April 1, 2025

Dear Mr. Bermudez,

Thank you for your letter dated March 19, 2025, where you asked us to clarify *"your interest and willingness to explore annexation into the City"*.

California Forever is interested in exploring the possibility of annexation into Suisun City. If you could please let us know regarding any proposed next steps, we would appreciate it.

Sincerely,

A handwritten signature in black ink that reads "Jan Sramek".

Jan Sramek  
Founder & CEO



**EXHIBIT “C” – Suisun City-Rio Vista MOU**

**RESOLUTION NO. 2025-25**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE  
CITIES OF SUISUN CITY AND RIO VISTA FOR COLLABORATIVE EXPLORATION OF  
ANNEXATION AND REGIONAL PLANNING RELATED TO THE PROPERTY OWNED  
BY FLANNERY AND ASSOCIATES**

**WHEREAS**, the Suisun City Council authorized the exploration of annexation of properties beyond its sphere of influence at its meeting on January 21, 2025 and provided authorization to engage in direct discussions with the property owners on March 18, 2025; and

**WHEREAS**, the Rio Vista City Council at its March 4, 2025 directed the exploration of annexation of lands owned by Flannery and Associates including but not limited to, lands known as the East Solano Plan and property located within the Montezuma Hills; and

**WHEREAS**, the Rio Vista City Council and the Suisun City Council recognize that the legal processes for annexation may be separate, but the collective impacts and benefits cross each other's borders; and

**WHEREAS**, due to these regional impacts, Rio Vista and Suisun City desire to negotiate in collaboration recognizing each city benefits from a unified approach; and

**WHEREAS**, representatives from the City of Suisun and Rio Vista agree to meet on an at least monthly basis to facilitate communication and collaboration; and

**WHEREAS**, the Rio Vista City Council and the Suisun City Council, agree to publicly meet at least bi-annually.

**NOW THEREFORE BE IT RESOLVED**, the cities of Rio Vista and Suisun City agree to negotiate in good faith to:

1. Protect and enhance operations at Travis Air Force Base;
2. Ensure long-term sustainability of regional ground and surface water supplies;
3. Ensure traffic impacts associated with the proposed annexation projects are thoroughly studied and mitigated;
4. Ensure the investment in education is prioritized; and
5. Long-term economic sustainability is achieved as a result of annexation, including the ability to address long term maintenance needs of infrastructure and operations.

**PASSED AND ADOPTED** at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 15<sup>th</sup> day of April 2025, by the following vote:

<b>AYES:</b>	Councilmembers:	<u>Dawson, Pal, Shepherd, Mayor Hernandez</u>
<b>NOES:</b>	Councilmembers:	<u>Washington</u>
<b>ABSENT:</b>	Councilmembers:	<u>None</u>
<b>ABSTAIN:</b>	Councilmembers:	<u>None</u>

**WITNESS** my hand and the seal of said City this 15<sup>th</sup> day of April 2025.

  
\_\_\_\_\_  
Anita Skinner, City Clerk

**EXHIBIT “D” – SCHEDULE RATES FOR CITY EMPLOYEES**

<b>Position</b>	<b>Fully Burdened Hourly Rate (\$)</b>
City Manager	185
Deputy City Manager	146
City Attorney	350
Public Works Director	122
Finance Director	127
Public Works Engineer	97
Police Chief	183
Fire Chief	140
Parks and Rec Director	114
Management Analyst	74
Principal Planner	94

SPECIAL PROJECT TEAM

STAFF PERSON	POSITION	AGENCY/COMPANY	ROLE	COST	NOTES
Jim Bermudez	Deputy City Manager	Suisun City	Project Lead		
Scott Johnson	Enhanced Special Project Manager	Sierra Planning & Development	Land Use/CEQA	\$200hr.	
Steve McCurdy	Land Use - General Plan	DeNovo Planning	Land Use/CEQA	\$145-\$235hr.	
Jamie Gomes	Fiscal Program	EPS	Comprehensive Fiscal Analysis	\$200-\$325hr.	
Tim Taylor and Kristen Castanos	Lead Public Agency Counsel	Stoel Rives	Comprehensive Legal Analysis	\$200-\$400hr.	
George Hicks/Steve Krahn	Lead Infrastructure Manager	Coastland/Krahn Co.	Infrastructure Planning/Design	\$200-\$250hr	Cost are estimates
Dave Tokarski	Traffic Engineer	DKS	Evaluate Traffic Analysis	\$150-\$300hr.	Cost are estimates
Andy Heath	Citywide Fiscal Manager	Heath Associates	City Fiscal Modeling	\$200hr.	Cost are estimates
Collette Santsche	LAFCO Specialist	Planwest	LAFCo Processing Analyst	\$150-200hr.	Cost are estimates
Christina Erwin	CEQA Program Lead	DeNovo Planning	CEQA Review/Analysis	\$145-\$235hr.	Cost are estimates
Lisa Wise	Housing Specialist	Lisa Wise Consulting	Housing Element Analyst	\$150-200hr.	Cost are estimates
Citygate	Public Safety Program Manag	Citygate	Safety Review/Analysis	\$100-150hr.	Cost are estimates
Gwyn-Mohr Tully	Water Program Manager	Zanjero	Water Review/Analysis	\$100-250hr.	Cost are estimates
STANTEC	Infrastructure Facility Design	Stantec	Infrastructure Design Analysis	\$150-200hr.	Cost are estimates
TBD	Education Program Manager	TBD	School District Evaluation		

## **RESOLUTION NO. 2025 –**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH ECONOMIC AND PLANNING SYSTEMS FOR CONSULTANT SERVICES FOR WORK RELATED TO THE CALIFORNIA FOREVER PROJECT**

**WHEREAS**, on January 21, 2025, the Suisun City Council took a significant step by authorizing the exploration of annexation opportunities beyond the city's existing sphere of influence.; and

**WHEREAS**, on April 15, 2025, the City Council authorized staff to move forward with annexation efforts in coordination with California Forever and to finalize a Reimbursement Agreement to cover staff and consultant costs associated with planning and annexation; and

**WHEREAS**, California Forever and the City have jointly developed a Reimbursement Agreement (RA) that ensures all costs related to the annexation and entitlement process, including the preparation of environmental documents, infrastructure planning, and related efforts will be fully funded by the developer; and

**WHEREAS**, moving forward with the California Forever project will require assembling a specialized team to guide the development process and establish a well-defined implementation timeline; and

**WHEREAS**, to ensure timely and effective project execution, staff is requesting City Council authorization to retain highly specialized or niche consultants outside the traditional, lengthy Request for Proposals (RFP) process; and

**WHEREAS**, Economic and Planning Systems (EPS) brings the required skill sets, subject matter expertise, and years of experience managing complex issues similar to those anticipated throughout the course of this project; and

**WHEREAS**, staff is seeking City Council approval to authorize the City Manager to execute contracts with an initial set of highly qualified consultants essential to launching this significant project; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Suisun City, as follows:

1. The City Council hereby authorizes the City Manager to execute a Professional Services Agreement with Economic and Planning System (EPS) in a form approved by the City Attorney for the purpose of completing planning and traffic analysis, in an amount not to exceed \$\_\_\_\_\_

2. The City Manager is further authorized to take all necessary actions to implement the agreement and complete the scope of work in coordination with City staff.

**PASSED AND ADOPTED** at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 10<sup>th</sup> day of June 2025, by the following vote:

<b>AYES:</b>	Councilmembers:	_____
<b>NOES:</b>	Councilmembers:	_____
<b>ABSENT:</b>	Councilmembers:	_____
<b>ABSTAIN:</b>	Councilmembers:	_____

**WITNESS** my hand and the seal of said City this 10<sup>th</sup> day of June 2025.

\_\_\_\_\_  
Anita Skinner  
City Clerk

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated June 10, 2025 ("Effective Date") and is between the City of Suisun City, a California municipal corporation ("City") and Economic & Planning Systems, Inc. ("Consultant"). City and Consultant are sometimes referred to herein as the "Parties", and individually as a "Party".

### RECITALS

#### 1. Consultant's Services.

A. Scope of Services. Consultant shall perform the services described in the Scope of Services (the "Services") for economic and fiscal analysis, attached as **Exhibit A**. City may request, in writing, changes in the Scope of Services to be performed. Any changes to the scope or cost of work must be in writing and mutually agreed upon by the Parties.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Consultant Representative shall be Jamie Gomes (the "Consultant Representative"). The Consultant Representative shall directly manage Consultant's Services under this Agreement. Consultant shall not change the Consultant Representative without City's prior written consent.

C. Time for Performance. Consultant shall commence the Services on the Effective Date and shall perform all Services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Consultant shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

G. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of Services under this Agreement, including a business license.

2. **Term of Agreement.** The term of this Agreement shall be from the Effective Date through June 10, 2028, unless sooner terminated as provided in Section 12 of this Agreement or extended.

3. **Compensation.**

A. **Compensation.** As full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rates set forth in the Approved Fee Schedule attached hereto as **Exhibit B**. In no event shall Consultant be paid more than \$490,000.00 (Four Hundred Ninety Thousand Dollars) (the "Maximum Compensation") for such Services.

B. **Expenses.** The amount set forth in paragraph 3.A. above includes reimbursement for all expenditures incurred in the performance of this Agreement.

C. **Unauthorized Services and Unanticipated Expenses.** City will not pay for any services not specified in the Scope of Services, unless the City Council or the City Representative, if applicable, and the Consultant Representative authorize such services in writing prior to Consultant's performance of those services or incurrence of additional expenses. Any additional services authorized by the City Council, or (where authorized) the City Manager shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the Parties. At the request of the Consultant, the City Council may, in writing, reimburse Consultant for an unanticipated expense at its actual cost. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

4. **Method of Payment.**

A. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis, for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Consultant in writing within ten Business days of receipt of any disputed invoice amounts.

B. **Payment.** City shall pay all undisputed invoice amounts within 30 calendar days after receipt up to the Maximum Compensation set forth in Section 3 of this Agreement. City does not pay interest on past due amounts. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant. Notwithstanding the preceding sentence, if Consultant is a nonresident of California, City will withhold the amount required by the Franchise Tax Board pursuant to Revenue and Taxation Code Section 18662 and applicable regulations.

C. **Audit of Records.** Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this

Agreement available during Consultant's regular working hours to City for review and audit by City.

5. **Independent Contractor.** Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

6. **Information and Documents.**

A. Consultant covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Consultant without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Consultant, its officers, employees, agents, or subcontractors shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. A response to a subpoena or court order shall not be considered "voluntary," provided Consultant gives City notice of such court order or subpoena.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

C. All Data required to be furnished to City in connection with this Agreement shall become City's property, and City may use all or any portion of the Data submitted by Consultant as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become City's sole property and may be used, reused or otherwise disposed of by City without Consultant's permission. Consultant may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Consultant.



D. Consultant's covenants under this Section shall survive the expiration or termination of this Agreement.

7. **Conflicts of Interest.** Consultant affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Services contemplated by this Agreement. Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar Services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

8. **Indemnification, Hold Harmless, and Duty to Defend.**

A. **Indemnities.**

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to the extent arising out of, pertaining to, or relating to the negligent acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement.

3) Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws.

4) City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2).

5) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

## 9. Insurance.

A. Minimum Scope and Limits of Insurance. Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$2,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Consultant shall execute a declaration that it has no employees.

4) Professional Liability/Errors and Omissions Insurance with minimum limits of \$2,000,000.00 per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Section.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming City and its elected and appointed officials, officers, employees, agents and volunteers as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

D. Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Consultant and Consultant's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer or Consultant will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Consultant shall, within ten Business Days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Consultant shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 8 of this Agreement.

K. Subcontractor Insurance Requirements. Consultant shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

## **10. Mutual Cooperation.**

A. City's Cooperation. City shall provide Consultant with all pertinent Data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

**11. Records and Inspections.** Consultant shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.

## **12. Termination of Agreement.**

A. Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Consultant at least ten calendar days before the termination is to be effective. Consultant may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least 60 calendar days before the termination is to be effective.

B. Obligations upon Termination. Consultant shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Consultant, City shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the Services required by this Agreement. Consultant shall have no other claim against City by reason of such termination, including any claim for compensation.

**13. Force Majeure.** Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to acts of God, embargoes, inability to obtain

labor or materials or reasonable substitutes for labor or materials, governmental restrictions, judicial orders, enemy or hostile governmental action, fire or other casualty, or other causes beyond Consultant's reasonable control and not due to any act by Consultant.

**14. Default.**

A. Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default.

B. In addition to the right to terminate pursuant to Section 12, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Consultant with written notice of the default. Consultant shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

**15. Notices.** Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Consultant's and City's regular business hours, or (c) three Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

If to City:

Attn: \_\_\_\_\_  
City of Suisun City  
701 Civic Center Blvd  
Suisun City, CA 94585  
Email: \_\_\_\_\_

with a courtesy copy to:

Patrick Enright, City Attorney  
Richards, Watson & Gershon

2300 N Street, Ste 3  
Sacramento, CA 95816  
Telephone: (415) 782-0358  
Email: penright@rwglaw.com

If to Consultant:

Attn: \_\_\_\_\_  
\_\_\_\_\_

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**16. Non-Discrimination and Equal Employment Opportunity.** In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

**17. Prohibition of Assignment and Delegation.** Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

**18. No Third Party Beneficiaries Intended.** This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

**19. Waiver.** No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

**20. Final Payment Acceptance Constitutes Release.** The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation

claim within ten calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors and agents.

**21. Corrections.** In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction from any retention amount held by City or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction.

**22. Non-Appropriation of Funds.** Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

**23. Exhibits.** Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Consultant's proposal, the provisions of this Agreement shall control.

**24. Entire Agreement and Modification of Agreement.** This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

**25. Headings.** The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.



26. **Word Usage.** Unless the context clearly requires otherwise, (a) the words “shall,” “will” and “agrees” are mandatory and “may” is permissive; (b) “or” is not exclusive; and (c) “includes” or “including” are not limiting.

27. **Time of the Essence.** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

28. **Business Days.** “Business days” means days City of Suisun City Hall is open for business.

29. **Governing Law and Choice of Forum.** This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a Superior Court with geographic jurisdiction over the City of Suisun City.

30. **Attorneys’ Fees.** In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover all attorneys’ fees, experts’ fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

31. **Severability.** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

32. **Counterparts.** This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

33. **Corporate Authority.** Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

City of Suisun City,  
a California municipal corporation

Consultant:

Economic & Planning Systems, Inc.,  
a Corporation

By: \_\_\_\_\_  
Name: Bret Prebula  
Title: City Manager

By: \_\_\_\_\_  
Name: Jason Moody\_\_\_\_\_  
Title: President\_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: Jamie Gomes\_\_\_\_\_  
Title: CFO/Managing Director\_\_\_\_\_

By: \_\_\_\_\_  
Name: Anita Skinner  
Title: City Clerk

PROOF OF AUTHORITY TO BIND  
CONTRACTING PARTY REQUIRED

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: Patrick Enright  
Title: City Attorney

**EXHIBIT A**  
**SCOPE OF SERVICES**



May 21, 2025

Jim Bermudez  
Suisun City Development Services Director  
701 Civic Center Boulevard  
Suisun City, CA 94585

**Subject: Suisun City Annexation Project Evaluation Technical Support; EPS #252063**

Jim:

Economic & Planning Systems, Inc. (EPS) would appreciate the opportunity to work with Suisun City (City) on a number of entitlement-related technical analyses required for the proposed City Annexation Project (Project). EPS brings the diversity and depth of skills and experience essential to providing you with best-in-class land use economics consulting. Founded in 1983, EPS is a nationally known firm with core competencies in real estate development and land use policy. With 56 professional staff and offices in Oakland, Los Angeles, Sacramento, and Denver, EPS works successfully with clients throughout the nation and has established a reputation for both rigor and creativity. The firm emphasizes a hands-on, client-oriented approach and delivers objective, well-documented analyses. Specifically related to the proposed scope of work, EPS provides public and private interests with analysis and documentation to support entitlement and development in both new growth areas and redevelopment areas throughout California.

We have prepared a **Scope of Work** that offers a tailored approach to undertaking research, analysis, and documentation efforts (**Attachment A**). As requested, EPS would provide technical support to the City related to the City's consideration of Project entitlements over an approximately 18- to 36-month timeframe. The Scope of Work would be completed through a collaborative process between EPS and City team, in coordination with the Project applicants.

### **Key Personnel**

Managing Principal **Jamie Gomes** will serve as Principal-in-Charge of this project and will provide guidance and input as needed. EPS may assign more than one senior EPS team leader as a Project Manager to lead various aspects of the technical analyses outlined in the attached scope of work.

### **Schedule**

EPS will begin working on this project as soon as contract approval is received, and EPS will provide you with accurate information and work products on a schedule that meets your needs.



## Budget

We would conduct the engagement on a time and materials basis, with the rough budget for the enclosed Scope of Work currently estimated at between **\$320,000** and **\$490,000**. The budget range primarily reflects uncertainty related to the degree of iterative process that will occur with the City, as well as contingency for currently unidentified complexities associated with the Project.

### Initial Budget Estimate:

Project Commencement	\$5,000 - \$10,000
Prepare City Fiscal Impact Analysis	\$30,000 - \$35,000
Prepare County Fiscal Impact Analysis	\$30,000 - \$35,000
Prepare Public Facilities Financing Plan	\$90,000 - \$125,000
Provide Development Agreement Support	\$20,000 - \$30,000
Project Management, Coordination, Administration and Meeting Attendance	\$120,000 - \$180,000
Provide Other Implementation Support and Technical Analysis	<u>\$25,000 - \$75,000</u>
<b>EPS Total</b>	<b>\$320,000 - \$490,000</b>

EPS Hourly Billing Rates are attached to this proposal. (**Attachment B**). EPS charges for its services on a direct-cost (hourly billing rates plus direct expenses), not-to-exceed basis; therefore, you will be billed only for the work completed up to the authorized budget amount. Travel, data, or reproduction expenses will be billed at cost, and invoices are submitted monthly and are payable on receipt. If additional work or meetings are required, EPS will request authorization for additional budget with the understanding that terms will be negotiated in good faith. EPS's

We believe that EPS is uniquely qualified to provide credible, well-documented entitlement technical analyses for the City and Project. EPS is committed to the success of this engagement, and our team will participate in a direct manner. We welcome the opportunity to discuss the possible engagement in more detail. We would also be pleased to supply any additional information and thank you for the opportunity to submit this consulting services proposal.



**Economic & Planning  
Systems, Inc.**  
The Economics of Land Use

Sincerely,

ECONOMIC & PLANNING SYSTEMS, INC. (EPS)



Jamie Gomes  
Managing Director

Attachments

**Attachment A**  
**Economic & Planning Systems, Inc.**

## **Scope of Work**

### **Task 1: Project Commencement**

Ahead of the project initiation kick off meeting, EPS will collect and review existing information about the Project including the City's most recent adopted Fiscal Year (FY) budget, City General Plan and all technical appendices, plus any materials available from the Project applicant team related to the Specific Plan and EIR (land uses, infrastructure studies and associated cost estimates, proposed service provision), and the estimated entitlement processing schedule. EPS will provide the City with a list of data needs that will serve as an ongoing checklist to be provided by the City when available from the Project applicant team.

EPS will participate in a project initiation kick-off meeting in person or by videoconference with City staff to discuss the scope and schedule, and clarify specific Project goals, opportunities, and challenges. EPS can review the data needs list and discuss any questions. In addition, EPS will review the overall Project schedule and provide a revised schedule, if needed, along with a summary of meeting notes, following the meeting.

#### *Task 1 Meetings and Deliverables:*

- Kick-off meeting with City staff
- Project schedule
- Kick-off meeting summary

### **Task 2: Prepare City Fiscal Impact Analysis**

Incorporating the assumptions and data for the Project, EPS will prepare a City Fiscal Impact Analysis to evaluate the net fiscal impacts of the Project. EPS will compare forecasts of revenues generated through property tax, sales tax, and other City revenue sources with the cost of providing citywide services. In addition, this analysis will separately estimate any additional ongoing operations and maintenance costs identified to be funded by sources outside of the City's General Fund (e.g., Project-specific maintenance CFD).

EPS will distinguish Project land uses according to planned jurisdictional boundaries (e.g., City and County and one or more cities and the County) to prepare both the City Fiscal Impact Analysis and County Fiscal Impact Analysis for that portion of the Project in the unincorporated County. The purpose of estimating the net fiscal impacts of the portion of the Project in the unincorporated County will be to compare impacts to the City, assuming annexation, with impacts to the County to inform tax-sharing negotiations with the County (and other applicable special districts, as needed).

### ***Subtask 2.1: Perform City Budget Analysis and Identify Fiscal Issues***

EPS will derive baseline cost and revenue parameters for the Fiscal Impact Analysis from the City's most recently adopted FY budget. EPS will identify other indicators and issues related to the City's fiscal condition from the City's annual budget, as well as other materials (e.g., recent fiscal impact analyses prepared for projects in the City) that may be of use in determining the City's fiscal conditions. In addition, based on Project materials provided by the Project applicant, EPS will determine if there are any special districts affected by annexation of the Project and will incorporate the implications of continued or amended service provision by these districts into the analysis. Given the magnitude of the proposed Project as compared to the existing City's size and composition, EPS will also work with the City to examine budgets of up to two additional "comparable" jurisdictions to inform the City fiscal impact analysis.

### ***Subtask 2.2: Forecast City Public Costs***

EPS will estimate the annual costs to the City to provide the public services required to serve development in the Project. EPS will use both average and marginal cost-estimating techniques, depending on the cost category. An average cost-estimating approach typically is used to estimate costs of general government services, such as City Administration, Finance, or Planning. The marginal cost-estimating approach, which considers the City's existing service capacity and the unique attributes of the Project's land uses, typically is used to estimate the cost of specific public services that may be uniquely affected by the Project (e.g., public safety).

This subtask will also utilize the cost estimates gathered as part of the research conducted in **Subtask 2.1** to inform estimated City services costs as well as estimated ongoing operations and maintenance costs. EPS will confirm Project-based assumptions regarding the plan for maintaining public infrastructure, such as new roadways, parks and open space, traffic signals, lights, median strips, etc. as well as quantities and cost components. EPS will work with the City to strategize on the best approach for forming one or more new Services CFDs for ongoing maintenance and operation of Project infrastructure and public facilities.

### ***Subtask 2.3: Forecast City Public Revenues***

EPS will estimate the annual General Fund revenues expected to be generated by the Project using forecasting techniques appropriate to each revenue source. For example, to estimate property tax revenue, EPS will forecast the assessed value of the Project's proposed development (based on finished product valuations provided by the Project developer) and calculate the share of property tax revenue the City will be allocated based on a range of potential tax sharing negotiation outcomes. These are other key revenue sources:

- Property taxes in lieu of vehicle license fees.



- Property transfer taxes.
- Sales taxes from residents, employees, and onsite sales tax revenue-generating uses.
- Transient occupancy taxes.
- Other applicable revenue sources, such as utility user fees, fines, and forfeitures, etc. Other revenues will be determined based on a review of the City's current budget.
- Special taxes and assessments, based on whether the Project will participate in an existing or new Services CFD or assessment district(s).

#### ***Subtask 2.4: Analyze Net Fiscal Effects on City***

Drawing from the revenue and expenditure projections developed in the preceding subtasks, EPS will estimate the potential fiscal effects of the Project at buildout, distinguishing net fiscal impacts along existing jurisdictional boundaries and in aggregate. EPS will present the cost and revenue estimates in a format clearly indicating the net fiscal effects resulting from the phased buildout of the Project.

### **Task 3: Prepare County Fiscal Impact Analysis**

#### ***Subtask 3.1: Perform County Budget Analysis and Identify Fiscal Issues***

To inform tax-sharing negotiations, EPS will prepare a County Fiscal Impact Analysis of the Project. Similar to the City analysis, EPS will estimate and compare forecasts of the revenues generated through property tax, sales tax, and other County General Fund revenue sources with the cost of providing County General Fund-funded services to the Project.

EPS will derive baseline cost and revenue parameters for the County Fiscal Impact Analysis from the most recent County budget. EPS will identify any other indicators or issues related to the County's fiscal condition from the County's annual budget, as well as other materials, such as recent fiscal impact analyses prepared for projects in the County.

#### ***Subtask 3.2: Forecast County Public Service Costs***

EPS will estimate the cost of County General Fund-funded municipal and countywide services required to serve the Project based on the County's current levels of service. Accordingly, the County Fiscal Impact Analysis primarily will use an "average-cost" methodology, based on currently budgeted expenditures and existing service demand from residents and employees, consistent with previously completed County fiscal analyses.

#### ***Subtask 3.3: Forecast County Public Revenues***

EPS will estimate the General Fund revenues expected to be generated by the Project using forecasting techniques appropriate to each revenue source, which typically involves a simulation of each revenue source. For example, to estimate property tax revenue,

EPS will forecast the assessed value of the Project's proposed development and calculate the estimated share of property tax revenue the County will be allocated (again based on a range of potential tax sharing negotiation outcomes). The sales tax revenue forecast will reflect the anticipated incomes and expenditure patterns of new residents.

***Subtask 3.4: Analyze Net Fiscal Effects on County and Basis for Tax-Sharing Negotiations***

Drawing from the revenue and expenditure projections developed in the preceding subtasks, EPS will estimate the potential fiscal effects of the Project at buildout. EPS will present the cost and revenue estimates in a format clearly indicating the net fiscal effects resulting from implementation of the Project.

The analysis, in concert with the City Fiscal Impact Analysis, will establish a basis for evaluating property tax-sharing assumptions. EPS will test a limited range of assumption sensitivities to identify a range of tax-sharing assumptions that adequately address fiscal risks and adverse impacts on the City and the County. The analysis will balance the costs and benefits of each agency to strive for a "win-win" resolution for both parties. EPS will summarize key findings and next steps for the City to engage in tax-sharing negotiations with the County.

***Subtask 3.5: Prepare Draft and Final Fiscal Impact Analysis Memorandum***

EPS will summarize, in a concise Fiscal Impact Analysis Memorandum with supporting appendices, the research, analysis, and conclusions of the work described in the previous tasks. EPS will issue a Draft Fiscal Impact Analysis Memorandum for client review. After receiving client comments, EPS will prepare a Public Review Draft Fiscal Impact Analysis Memorandum to be shared with the County for tax sharing negotiation purposes.

***Subtask 3.6: Provide Tax-Sharing Negotiation Support***

EPS will assist City staff with external negotiations with County staff to help finalize the property tax-sharing agreement for the Project. EPS will present the findings of the Public Review Draft Fiscal Impact Analysis Memorandum and assist with the terms of a final property tax-sharing agreement for annexation of the Project area currently located in the unincorporated County.

Based on the outcome of the discussions, EPS may revise the model and report to reflect a different proposed tax sharing arrangement agreed upon by both the City and County.

***Task 3 Meetings and Deliverables:***

- Draft and final fiscal impact analyses and range of tax-sharing assumptions
- Meeting with City and County to discuss analysis and negotiate tax sharing agreement

## **Task 4: Prepare Public Facilities Financing Plan (PFFP)**

The purpose of the PFFP is to identify the backbone infrastructure and public facility improvements required for Project development, describe the sources and uses of funding, and identify the Project's proportionate cost obligation for these improvements. The PFFP will discuss the timing and financing of improvements and evaluate the financial feasibility of these obligations, given projected home prices and commercial values. The City will use the PFFP to identify the overall cost obligation to move ahead with an initial phase of development and understand the advance-funding requirements, as well as potential reimbursements and recovery of these costs over time. Finally, the PFFP will be used to identify and inform any required updates to existing City fee programs, which are described in the optional Task 7.

### ***Subtask 4.1: Compile Improvement Cost Estimates***

The City and Project applicant team will identify and provide backbone infrastructure and public improvements required for the Project, along with preliminary cost estimates. EPS understands the applicant team may be leading many of the infrastructure master planning and cost estimating efforts. This scope of work is based on the assumption that EPS will be provided with the cost estimates that should be used in the PFFP.

The PFFP will include improvement costs for an initial development phase, as well as Project buildout. These improvement costs will be documented in a spreadsheet-based format allowing aggregation of cost estimates by type of improvement for structuring the financing analysis. EPS, with the City's assistance, will identify and deduct funding sources previously committed to any public improvements to create a net cost summary.

### ***Subtask 4.2: Allocate Improvement Costs***

EPS, with the assistance of City and Project applicant engineers, will allocate buildout improvement costs among the various beneficiaries in (or beyond) the Project area; such beneficiaries may include the Specific Plan, existing development, and other project areas (e.g., project areas in another jurisdiction). EPS will make cost allocations based on industry-standard measures of demand for, or benefit from, the different types of improvements. For example, road costs typically are allocated based on trip generation.

### ***Subtask 4.3: Analyze Cost Burdens and Financial Feasibility of Project at Buildout***

Using draft infrastructure burden estimates, EPS will evaluate the impact of the infrastructure cost burden, and total existing and new taxes and assessments, on the overall financial feasibility of the private real estate development components of the Project in the context of the Project land use program. EPS will base this analysis on the estimates of finished real estate values for private development, as provided by the Project applicant team and vetted by independent research. To the extent that initial cost allocations appear infeasible, based on industry standards, EPS will evaluate alternate allocations and other measures (e.g., cost reductions, rephasing).

#### ***Subtask 4.4: Identify Financing Mechanisms***

EPS will consider all currently available sources of funding for capital improvements, including planned general obligation and revenue bond issues, existing citywide fees, and dedication requirements. This will include consideration of those capital improvements and costs that could be integrated into updated City fees. EPS will conduct this review considering any specific financing constraints or requirements, including affordable housing mitigation requirements and any limitations on revenue generated from publicly owned land. To the extent that existing mechanisms are unable to finance improvements and related maintenance costs, EPS will consider a variety of other Project-specific financing mechanisms that may include the following options:

- Area-specific development impact fees (and related reimbursement agreements).
- Special assessments and taxes (e.g., Mello-Roos Community Facilities Districts).
- Infrastructure Financing Districts.
- Private contributions and exactions.

EPS, in coordination with the City and Project applicant, will select financing mechanisms for the Project that are based on financing principles; statutory and legal considerations; and industry standards regarding who typically pays for what, the timing of public improvements relative to private development, commitments regarding the availability of public-sector funding, and negotiation-based preferences of stakeholders.

#### ***Subtask 4.5: Evaluate Phasing and Land-Secured Bonding Capacity***

In concert with selecting financing mechanisms, EPS will consider the phasing program for real estate development and timing of public facilities' construction, based on development triggers if necessary. As part of this process, EPS will consider the feasibility of debt financing in relation to the appreciating land values and property-based revenues available. This feasibility analysis will reference underwriting criteria applied to financing mechanisms by the municipal financing industry. The phasing and debt financing analysis will be based on buildout of the Project. Preliminary evaluations of bonding capacity for any initial development phases will be examined as a percentage of total buildout bonding capacity.

#### ***Subtask 4.6: Formulate Financing Strategy***

The financial analysis will inform preparation of a financing strategy, articulating the sources and uses of funds necessary to achieve the public improvements and policy objectives of the Project in the financial capacity of planned development. The strategy will specify the financial responsibilities of the public and private participants in the Project.

#### ***Subtask 4.7: Prepare Draft PFFP***

EPS will prepare a technical freestanding Draft PFFP to document the financial analysis and assumptions underpinning the PFFP. This scope of work assumes EPS will prepare two Draft PFFP documents:

- An Administrative Draft PFFP, circulated to the City (and other stakeholders) for comments.
- A Public Review Draft PFFP that incorporates any City comments, circulated for public review and comment as part of the Specific Plan hearing process.

#### ***Task 4 Meetings and Deliverables:***

- Administrative Draft PFFP, including all technical appendices
- Public Review Draft PFFP, including all technical appendices

### **Task 5: Provide Development Agreement Support**

Experience on other, similar large-scale master-planned projects indicates additional technical and policy support may be needed as the City and property owners negotiate the Development Agreement (DA). With this task, EPS will be available to assist the City in considering how Project financing strategies, governance, and other implementation considerations are codified in the DA.

### **Task 6: Project Management, Coordination, Administration, and Meeting Attendance**

Completing the required technical documents required by the City will involve a considerable amount of interaction with City staff and their consultants, the developer team, and other developer team consultants and advisors. As you know, it is very difficult to estimate the time frame within which the entitlement process may be complete. EPS has based the effort assumed under this task and associated budget assuming an 18- to 36-month period.

#### ***Subtask 6.1: Project Initiation***

As stated earlier, completion of the Project entitlements will involve several individual technical analyses prepared by EPS and a host of other professional services firms (e.g., project engineers, planners, service providers, etc.). At the same time these individual documents relate to one another in a variety of dimensions and thus require careful programming and coordination to ensure efficiency and consistency. As part of its initial work efforts, EPS recommends one or more “all hands” Project initiation meetings occur where the proposed scope of the technical analyses is presented and the technical, policy and procedural linkages between the proposed deliverables and the other planning and entitlement documents are identified and explored with the City and property owners.

Given the often-overlapping scopes of the various entitlement documents, it will be essential to clarify and coordinate these efforts.

The issues raised during this review and the related direction from the City will enable EPS to focus the work program in the context of the broader planning and entitlement process and to integrate the work products, as may be appropriate, with the technical needs of the other ongoing planning and entitlement efforts.

#### ***Subtask 6.2: Liaison with City Management***

While the City has experience with these types of entitlement efforts, it will be valuable, at the outset, to meet with City staff to review the requirements in the context of the Project. Also, there will be technical issues to resolve, including definitions, forecasts, and key assumptions. In addition, there will be the need to coordinate technical efforts; for example, coordination with Project applicant's consultants, the City's planning and environmental consulting firm (if applicable), to ensure consistency with data and assumptions used in the deliverables. There also will be the need to establish and maintain liaison with the City operating departments and other service providers to facilitate obtaining necessary information and review of methods, etc.

#### ***Subtask 6.3: Periodic Developer Team Meetings and Public Presentations***

Periodic team meetings are recommended that allow for the City and team consultants to coordinate and share their technical work, address issues that arise, and manage schedules in a manner that meets Project milestones and deadlines. EPS will participate in such meetings as directed by the City, which may be conducted in person or via telephone. At this stage, it is unclear how often team member meetings may occur, but our initial assumptions are that there would be at least one regularly scheduled meeting once per month. In addition, EPS anticipates at least two other meetings per month that would involve smaller groups or subsets of Project team members. During the entitlement processing, EPS also anticipates attendance at three (3) City Council meetings to present the technical documents. The project management and meeting budget as currently estimated equates to an average of roughly \$5,000 per month.

#### ***Subtask 6.4: Internal Management and Administration***

EPS will deploy an internal team of consultants to complete the various tasks outlined in the work program. Formal management arrangements will ensure efficiency and productivity as the work is completed. On a monthly basis, EPS proposes to complete a status report for the City, parallel with the monthly billing cycle, that documents work completed in the prior month, milestones reached, and work planned for the following month.

## **Task 7: Provide Other Implementation Support and Technical Analysis**

Implementation of the Project and associated infrastructure financing and service provision strategies will require a series of future technical analysis, policy development, and documentation. The precise scope of needed future implementation actions is not known at this time and will be informed by completion of the technical documents detailed above. Given this uncertainty, these implementation items are not included in the estimated budget at this time but are anticipated to potentially include the following efforts:

- Project-specific development impact fee nexus analysis and implementation.
- Update of existing Citywide development impact fees.
- Consulting regarding Mello-Roos CFD structuring.
- Ordinances, resolutions, and reports for financing plans and land-secured financing district implementation.
- Updating, if necessary, Land-secured financing goals and policies.
- Advising on acquisition and shortfall agreements.
- Advising on fee credit and reimbursement agreements.
- Advising on advance-funding agreements.

As the Project entitlements move forward, precise implementation needs can be better defined, and EPS will work with the City to prepare a more detailed work program at that time.



## 2025 Hourly Billing Rates

### Sacramento Office

Managing Principal	\$325
Principal	\$310
Senior Vice President	\$270
Senior Consultant	\$270
Vice President	\$255
Senior Technical Associate II	\$225
Senior Associate	\$225
Associate	\$205
Research Analyst II	\$165
Research Analyst I	\$105
Production and Administrative Staff	\$100

Billing rates updated annually.





## **RESOLUTION NO. 2025 –**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH DKS ASSOCIATES FOR CONSULTANT SERVICES FOR WORK RELATED TO THE CALIFORNIA FOREVER PROJECT**

**WHEREAS**, on January 21, 2025, the Suisun City Council took a significant step by authorizing the exploration of annexation opportunities beyond the city's existing sphere of influence.; and

**WHEREAS**, on April 15, 2025, the City Council authorized staff to move forward with annexation efforts in coordination with California Forever and to finalize a Reimbursement Agreement to cover staff and consultant costs associated with planning and annexation; and

**WHEREAS**, California Forever and the City have jointly developed a Reimbursement Agreement (RA) that ensures all costs related to the annexation and entitlement process, including the preparation of environmental documents, infrastructure planning, and related efforts will be fully funded by the developer; and

**WHEREAS**, moving forward with the California Forever project will require assembling a specialized team to guide the development process and establish a well-defined implementation timeline; and

**WHEREAS**, to ensure timely and effective project execution, staff is requesting City Council authorization to retain highly specialized or niche consultants outside the traditional, lengthy Request for Proposals (RFP) process; and

**WHEREAS**, DKS brings the required skill sets, subject matter expertise, and years of experience managing complex issues similar to those anticipated throughout the course of this project; and

**WHEREAS**, staff is seeking City Council approval to authorize the City Manager to execute contracts with an initial set of highly qualified consultants essential to launching this significant project; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Suisun City, as follows:

1. The City Council hereby authorizes the City Manager to execute a Professional Services Agreement with DKS Associates in a form approved by the City Attorney for the purpose of completing planning and traffic analysis, in an amount not to exceed \$\_\_\_\_\_
2. The City Manager is further authorized to take all necessary actions to implement the agreement and complete the scope of work in coordination with City staff.

**PASSED AND ADOPTED** at a Regular Meeting of said City Council of the City of Suisun City  
duly held on Tuesday, the 10<sup>th</sup> day of June 2025, by the following vote:

<b>AYES:</b>	Councilmembers:	_____
<b>NOES:</b>	Councilmembers:	_____
<b>ABSENT:</b>	Councilmembers:	_____
<b>ABSTAIN:</b>	Councilmembers:	_____

**WITNESS** my hand and the seal of said City this 10<sup>th</sup> day of June 2025.

\_\_\_\_\_  
Anita Skinner  
City Clerk

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated June 10, 2025 ("Effective Date") and is between the City of Suisun City, a California municipal corporation ("City") and DKS Associates, a California corporation ("Consultant"). City and Consultant are sometimes referred to herein as the "Parties", and individually as a "Party".

### RECITALS

#### 1. Consultant's Services.

A. Scope of Services. Consultant shall perform the services described in the Scope of Services (the "Services") for traffic engineering services, attached as **Exhibit A**. City may request, in writing, changes in the Scope of Services to be performed. Any changes to the scope or cost of work must be in writing and mutually agreed upon by the Parties.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Consultant Representative shall be John Bosket, Vice President (the "Consultant Representative"). The Consultant Representative shall directly manage Consultant's Services under this Agreement. Consultant shall not change the Consultant Representative without City's prior written consent.

C. Time for Performance. Consultant shall commence the Services on the Effective Date and shall perform all Services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Consultant shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

G. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of Services under this Agreement, including a business license.

2. **Term of Agreement.** The term of this Agreement shall be from the Effective Date through June 10, 2028, unless sooner terminated as provided in Section 12 of this Agreement or extended.

3. **Compensation.**

A. **Compensation.** As full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rates. In no event shall Consultant be paid more than \$300.00 hourly (the "Maximum Compensation") for such Services.

B. **Expenses.** The amount set forth in paragraph 3.A. above includes reimbursement for all expenditures incurred in the performance of this Agreement.

C. **Unauthorized Services and Unanticipated Expenses.** City will not pay for any services not specified in the Scope of Services, unless the City Council or the City Representative, if applicable, and the Consultant Representative authorize such services in writing prior to Consultant's performance of those services or incurrence of additional expenses. Any additional services authorized by the City Council, or (where authorized) the City Manager shall be compensated at the rates set forth in Exhibit B, or, if not specified, at a rate mutually agreed to by the Parties. At the request of the Consultant, the City Council may, in writing, reimburse Consultant for an unanticipated expense at its actual cost. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

4. **Method of Payment.**

A. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis, for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Consultant in writing within ten Business days of receipt of any disputed invoice amounts.

B. **Payment.** City shall pay all undisputed invoice amounts within 30 calendar days after receipt up to the Maximum Compensation set forth in Section 3 of this Agreement. City does not pay interest on past due amounts. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant. Notwithstanding the preceding sentence, if Consultant is a nonresident of California, City will withhold the amount required by the Franchise Tax Board pursuant to Revenue and Taxation Code Section 18662 and applicable regulations.

C. **Audit of Records.** Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this Agreement available during Consultant's regular working hours to City for review and audit by City.

**5. Independent Contractor.** Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

**6. Information and Documents.**

A. Consultant covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Consultant without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Consultant, its officers, employees, agents, or subcontractors shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. A response to a subpoena or court order shall not be considered "voluntary," provided Consultant gives City notice of such court order or subpoena.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

C. All Data required to be furnished to City in connection with this Agreement shall become City's property, and City may use all or any portion of the Data submitted by Consultant as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become City's sole property and may be used, reused or otherwise disposed of by City without Consultant's permission. Consultant may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Consultant.

D. Consultant's covenants under this Section shall survive the expiration or termination of this Agreement.

7. **Conflicts of Interest.** Consultant affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Services contemplated by this Agreement. Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar Services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

8. **Indemnification, Hold Harmless, and Duty to Defend.**

A. **Indemnities.**

1) To the fullest extent permitted by law, Consultant shall hold harmless and indemnify City and its elected officials, officers, attorneys, employees, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all third party damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses including reasonable fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), in law or equity, which are caused by the negligent acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement.

3) Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws.

4)

5) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

## **9. Insurance.**

A. Minimum Scope and Limits of Insurance. Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$2,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing



Services under this Agreement, workers' compensation policy is not required, but Consultant shall execute a declaration that it has no employees.

4) Professional Liability/Errors and Omissions Insurance with minimum limits of \$2,000,000.00 per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Section.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming City and its elected and appointed officials, officers, employees, agents and volunteers as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

D. Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Consultant and Consultant's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Consultant shall, within two Business Days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the

requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Consultant shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 8 of this Agreement.

K. Subcontractor Insurance Requirements. Consultant shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

## **10. Mutual Cooperation.**

A. City's Cooperation. City shall provide Consultant with all pertinent Data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

**11. Records and Inspections.** Consultant shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.

## **12. Termination of Agreement.**

A. Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Consultant at least five calendar days before the termination is to be effective. Consultant may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least 60 calendar days before the termination is to be effective.

B. Obligations upon Termination. Consultant shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Consultant, City shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the Services required by this Agreement. Consultant shall have no other claim against City by reason of such termination, including any claim for compensation.

**13. Force Majeure.** Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to acts of God, embargoes, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, judicial orders, enemy or hostile governmental action, fire or other casualty, or other causes beyond Consultant's reasonable control and not due to any act by Consultant.

## **14. Default.**

A. Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default.

B. In addition to the right to terminate pursuant to Section 12, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Consultant with written notice of the default. Consultant shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

**15. Notices.** Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by

courier service during Consultant's and City's regular business hours, or (c) three Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

If to City:

Attn: \_\_\_\_\_  
City of Suisun City  
701 Civic Center Blvd  
Suisun City, CA 94585  
Email: \_\_\_\_\_

with a courtesy copy to:

Patrick Enright, City Attorney  
Richards, Watson & Gershon

2300 N Street, Ste 3  
Sacramento, CA 95816  
Telephone: (415) 782-0358  
Email: penright@rwglaw.com

If to Consultant:

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**16. Non-Discrimination and Equal Employment Opportunity.** In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

**17. Prohibition of Assignment and Delegation.** Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any

person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

**18. No Third Party Beneficiaries Intended.** This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

**19. Waiver.** No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

**20. Final Payment Acceptance Constitutes Release.** The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors and agents.

**21. Corrections.** In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction from any retention amount held by City or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction.

**22. Non-Appropriation of Funds.** Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

**23. Exhibits.** Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Consultant's proposal, the provisions of this Agreement shall control.

**24. Entire Agreement and Modification of Agreement.** This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

**25. Headings.** The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

**26. Word Usage.** Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

**27. Business Days.** "Business days" means days City of Suisun City Hall is open for business.

**28. Governing Law and Choice of Forum.** This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a Superior Court with geographic jurisdiction over the City of Suisun City.

**29. Attorneys' Fees.**

**30. Severability.** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

**31. Counterparts.** This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

**32. Corporate Authority.** Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

*[SIGNATURE PAGE FOLLOWS]*

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

City of Suisun City,  
a California municipal corporation

Consultant:

DKS Associates,  
a California corporation

By: \_\_\_\_\_  
Name: Bret Prebula  
Title: City Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Anita Skinner  
Title: City Clerk

**PROOF OF AUTHORITY TO BIND  
CONTRACTING PARTY REQUIRED**

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: Patrick Enright  
Title: City Attorney



**EXHIBIT A**  
**SCOPE OF SERVICES**



## MEMORANDUM

DATE: June 3, 2025

TO: Jim Bermudez | Suisun City

FROM: Alice Chen, Dave Tokarski, John Bosket | DKS

SUBJECT: Suisun City California Forever Support Services – Scope of Work Project #25957-000

### SCOPE OF WORK

DKS will provide as-needed consulting services to Suisun City for various traffic and/or transportation engineering and planning related tasks in support of the California Forever Specific Plan, Annexation Application, and CEQA Analysis and Documentation.

Scope of consulting services may include, but are not limited to, the following:

- Project Management, Coordination, and Submittal of Monthly Progress Reports
- General assistance, support, review and recommendations of transportation related inquiries
- Meetings, including prep time, materials, and attendance (e.g., Consultant team meetings, Meetings with Applicant team, Coordination with Caltrans and adjacent jurisdictions, Planning Commission and City Council meetings)
- Community engagement/polling
- Development and review of fee programs
- Peer Review of Applicant team's work products
- Review of specific plan traffic and circulation elements, including:
  - conformity with City's General Plan
  - traffic signal design and timing review
  - transportation-related improvements for consistency with City standards
- Support Annexation application process
- Review of traffic impact analysis (TIA) reports and traffic impact related items for the environmental impact reports (EIR).
- Travel demand model review, update, development, and application
- Peer review of Applicant's travel demand model (inputs, outputs, and processes)
- Development and review of transportation-related policies, code requirements, and standards.

DKS may perform other services outside the Scope of Services mentioned herein, if directed and approved by City Project Manager. All such proposed services shall be mutually agreed upon, detailed in writing, submitted to the City for review, and approved prior to commencement of said services.

## **RESOLUTION NO. 2025 –**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH DE NOVO PLANNING GROUP FOR CONSULTANT SERVICES FOR WORK RELATED TO THE CALIFORNIA FOREVER PROJECT**

**WHEREAS**, on January 21, 2025, the Suisun City Council took a significant step by authorizing the exploration of annexation opportunities beyond the city's existing sphere of influence.; and

**WHEREAS**, on April 15, 2025, the City Council authorized staff to move forward with annexation efforts in coordination with California Forever and to finalize a Reimbursement Agreement to cover staff and consultant costs associated with planning and annexation; and

**WHEREAS**, California Forever and the City have jointly developed a Reimbursement Agreement (RA) that ensures all costs related to the annexation and entitlement process, including the preparation of environmental documents, infrastructure planning, and related efforts will be fully funded by the developer; and

**WHEREAS**, moving forward with the California Forever project will require assembling a specialized team to guide the development process and establish a well-defined implementation timeline; and

**WHEREAS**, to ensure timely and effective project execution, staff is requesting City Council authorization to retain highly specialized or niche consultants outside the traditional, lengthy Request for Proposals (RFP) process; and

**WHEREAS**, De Novo Planning Group brings the required skill sets, subject matter expertise, and years of experience managing complex issues similar to those anticipated throughout the course of this project; and

**WHEREAS**, staff is seeking City Council approval to authorize the City Manager to execute contracts with an initial set of highly qualified consultants essential to launching this significant project; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Suisun City, as follows:

1. The City Council hereby authorizes the City Manager to execute a Professional Services Agreement with De Novo Planning Group in a form approved by the City Attorney for the purpose of completing planning and traffic analysis, in an amount not to exceed \$100,000.00.
2. The City Manager is further authorized to take all necessary actions to implement the agreement and complete the scope of work in coordination with City staff.

**PASSED AND ADOPTED** at a Regular Meeting of said City Council of the City of Suisun City  
duly held on Tuesday, the 10<sup>th</sup> day of June 2025, by the following vote:

<b>AYES:</b>	Councilmembers:	_____
<b>NOES:</b>	Councilmembers:	_____
<b>ABSENT:</b>	Councilmembers:	_____
<b>ABSTAIN:</b>	Councilmembers:	_____

**WITNESS** my hand and the seal of said City this 10<sup>th</sup> day of June 2025.

\_\_\_\_\_  
Anita Skinner  
City Clerk

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated June 10, 2025 ("Effective Date") and is between the City of Suisun City, a California municipal corporation ("City") and De Novo Planning Group, Inc., a California Corporation ("Consultant"). City and Consultant are sometimes referred to herein as the "Parties", and individually as a "Party".

### RECITALS

A. City desires to utilize the services of Consultant as an independent contractor to provide environmental and land use planning services.

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Consultant and Consultant desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The Parties therefore agree as follows:

#### 1. Consultant's Services.

A. Scope of Services. Consultant shall perform the services described in the Work Plan (the "Services"), attached as **Exhibit A**. City may request, in writing, changes in the Scope of Services to be performed. Any changes to the scope or cost of work must be in writing and mutually agreed upon by the Parties.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Consultant Representative shall be Steve McMurty, Principal (the "Consultant Representative"). The Consultant Representative shall directly manage Consultant's Services under this Agreement. Consultant shall not change the Consultant Representative without City's prior written consent.

C. Time for Performance. Consultant shall commence the Services on the Effective Date and shall perform all Services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Consultant shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

G. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of Services under this Agreement, including a business license.

2. **Term of Agreement**. The term of this Agreement shall be from the Effective Date through [June 28, 2028, unless sooner terminated as provided in Section 12 of this Agreement or extended.

3. **Compensation**.

A. Compensation. As full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rates set forth in the Approved Fee Schedule attached hereto as Work Plan (Exhibit A).

B. Expenses. The amount set forth in paragraph 3.A. above includes reimbursement for all expenditures incurred in the performance of this Agreement.

C. Unauthorized Services and Unanticipated Expenses. City will not pay for any services not specified in the Scope of Services, unless the City Council or the City Representative, if applicable, and the Consultant Representative authorize such services in writing prior to Consultant's performance of those services or incurrence of additional expenses. Any additional services authorized by the City Council, or (where authorized) the City Manager shall be compensated at the rates set forth in **Exhibit A**, or, if not specified, at a rate mutually agreed to by the Parties. At the request of the Consultant, the City Council may, in writing, reimburse Consultant for an unanticipated expense at its actual cost. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

4. **Method of Payment**.

A. Invoices. Consultant shall submit to City an invoice, on a monthly basis, for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Consultant in writing within ten Business days of receipt of any disputed invoice amounts.

B. Payment. City shall pay all undisputed invoice amounts within 30 calendar days after receipt up to the Maximum Compensation set forth in Section 3 of this

Agreement. City does not pay interest on past due amounts. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant. Notwithstanding the preceding sentence, if Consultant is a nonresident of California, City will withhold the amount required by the Franchise Tax Board pursuant to Revenue and Taxation Code Section 18662 and applicable regulations.

C. Audit of Records. Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this Agreement available during Consultant's regular working hours to City for review and audit by City.

5. Independent Contractor. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

6. Information and Documents.

A. Consultant covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Consultant without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Consultant, its officers, employees, agents, or subcontractors shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. A response to a subpoena or court order shall not be considered "voluntary," provided Consultant gives City notice of such court order or subpoena.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.



C. All Data required to be furnished to City in connection with this Agreement shall become City's property, and City may use all or any portion of the Data submitted by Consultant as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become City's sole property and may be used, reused or otherwise disposed of by City without Consultant's permission. Consultant may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Consultant.

D. Consultant's covenants under this Section shall survive the expiration or termination of this Agreement.

**7. Conflicts of Interest.** Consultant affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Services contemplated by this Agreement. Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar Services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

**8. Indemnification, Hold Harmless, and Duty to Defend.**

A. Indemnities.

1) To the fullest extent permitted by law, Consultant shall hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses, including reasonable fees of accountants, attorneys, or other professionals and all reasonable costs associated therewith and the payment of damages (collectively "Liabilities"), in law or equity, which arise out of the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal

liability thereof) in the performance of this Agreement, except for Liabilities arising from the negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Notwithstanding the foregoing, for any claim alleging negligent performance by Consultant, the Consultant has no immediate obligation to provide the defense of the City. The Consultant will reimburse indemnified parties their reasonable defense costs ultimately determined to have been caused by the negligence of the Consultant and proportionate to the degree of fault of the Consultant.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement.

3) Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws.

4) City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2).

5) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active negligence, except for Liabilities arising from the negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or

the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

## 9. Insurance.

A. Minimum Scope and Limits of Insurance. Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$2,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Consultant shall execute a declaration that it has no employees.

4) Professional Liability/Errors and Omissions Insurance with minimum limits of \$2,000,000.00 per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Section.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming City and its elected and appointed officials, officers,

employees, agents and volunteers as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

D. Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Consultant and Consultant's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Consultant shall, within two Business Days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Consultant shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant shall provide proof to City's Risk Manager that insurance policies expiring

during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 8 of this Agreement.

K. Subcontractor Insurance Requirements. Consultant shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

## **10. Mutual Cooperation.**

A. City's Cooperation. City shall provide Consultant with all pertinent Data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

**11. Records and Inspections.** Consultant shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.

## **12. Termination of Agreement.**

A. Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Consultant at least five calendar days before the termination is to be effective. Consultant may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least 60 calendar days before the termination is to be effective.

B. Obligations upon Termination. Consultant shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Consultant, City shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall

Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the Services required by this Agreement. Consultant shall have no other claim against City by reason of such termination, including any claim for compensation.

**13. Force Majeure.** Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to acts of God, embargoes, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, judicial orders, enemy or hostile governmental action, fire or other casualty, or other causes beyond Consultant's reasonable control and not due to any act by Consultant.

**14. Default.**

A. Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default.

B. In addition to the right to terminate pursuant to Section 12, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Consultant with written notice of the default. Consultant shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

**15. Notices.** Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Consultant's and City's regular business hours, or (c) three Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

If to City:

Attn: \_\_\_\_\_  
City of Suisun City  
701 Civic Center Blvd  
Suisun City, CA 94585  
Email: \_\_\_\_\_

with a courtesy copy to:

Patrick Enright, City Attorney  
Richards, Watson & Gershon

2300 N Street, Ste 3  
Sacramento, CA 95816  
Telephone: (415) 782-0358  
Email: penright@rwglaw.com

If to Consultant:

Attn:  
Steve McMurtry, Principal  
De Novo Planning Group, Inc.  
1020 Suncastr Lane, Suite 106  
El Dorado Hills, CA 95762

**16. Non-Discrimination and Equal Employment Opportunity.** In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

**17. Prohibition of Assignment and Delegation.** Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

**18. No Third Party Beneficiaries Intended.** This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

**19. Waiver.** No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed

to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

**20. Final Payment Acceptance Constitutes Release.** The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors and agents.

**21. Corrections.** In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction from any retention amount held by City or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction.

**22. Non-Appropriation of Funds.** Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

**23. Exhibits.** **Exhibit A** constitutes part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Consultant's proposal, the provisions of this Agreement shall control.

**24. Entire Agreement and Modification of Agreement.** This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except



those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

**25. Headings.** The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

**26. Word Usage.** Unless the context clearly requires otherwise, (a) the words “shall,” “will” and “agrees” are mandatory and “may” is permissive; (b) “or” is not exclusive; and (c) “includes” or “including” are not limiting.

**27. Time of the Essence.** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

**28. Business Days.** “Business days” means days City of Suisun City Hall is open for business.

**29. Governing Law and Choice of Forum.** This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a Superior Court with geographic jurisdiction over the City of Suisun City.

**30. Attorneys’ Fees.** In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover all attorneys’ fees, experts’ fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

**31. Severability.** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

**32. Counterparts.** This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

**33. Corporate Authority.** Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf

of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

*[SIGNATURE PAGE FOLLOWS]*

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

City of Suisun City,  
a California municipal corporation

Consultant:

De Novo Planning Group, Inc.,  
a California Corporation

By: \_\_\_\_\_  
Name: Bret Prebula  
Title: City Manager

By: \_\_\_\_\_  
Name: Steve McMurtry  
Title: Principal/CFO

ATTEST:

By: \_\_\_\_\_  
Name: Ben Ritchie  
Title: Principal/CEO

By: \_\_\_\_\_  
Name: Anita Skinner  
Title: City Clerk

**PROOF OF AUTHORITY TO BIND  
CONTRACTING PARTY REQUIRED**

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: Patrick Enright  
Title: City Attorney

**EXHIBIT A**  
**SCOPE OF SERVICES**



April 27, 2025

Jim Bermudez  
Development Services Director  
City of Suisun City  
701 Civic Center Blvd.  
Suisun City, CA 94585

**SUBJECT: Proposal to perform on-call environmental services for the California Forever Project Suisun City, California.**

Dear Mr. Bermudez,

We understand that the Suisun City Council provided direction for staff to move forward in working with the California Forever development project and the related annexation process. We also understand that as part of this effort, City staff is forming a project team to support this significant undertaking. We understand that limited information is available at this time, but the City is eager to move quickly in assembling a capable team and would like to include De Novo Planning Group as part of that effort. To that end, we feel we are immensely qualified for this undertaking and we are willing to allocate all the staff and resources necessary to assist the City staff on this important project. We have included three attachments that outline a work program, provides our 2025 billing rates, and provides a "not-to-exceed" amount. Speaking for the entire De Novo Team, we truly appreciate being considered for this project. We trust that the enclosed information is adequate for your evaluation, but should you need anything else, please do not hesitate to contact me at 916-580-9818.

Sincerely,

Steve McMurtry, Principal  
DE NOVO PLANNING GROUP, INC.

Attachment A – Work Program  
Attachment B – Rates  
Attachment C – Not to Exceed Budget



## Attachment A - Work Program

### Task 1: Project Kickoff Meeting

#### 1.1 Project Kickoff Meeting

The work program will be initiated with a kick-off meeting with City staff to discuss the Project features in greater detail. This initial meeting is assumed to occur via conference call and will confirm the parameters of the analysis, scheduling, and overall communications.

### Task 2: Peer Review

#### 2.1 Project Description

It is our understanding that the Applicant team will be providing a detailed Project Description. The De Novo team will review all available project information provided by the City and the Applicant, including the Project Description. De Novo will evaluate the details provided in the Project Description to ensure that it includes the minimum information necessary to meet the requirements of CEQA, and any additional information that may be needed to enable a thorough and meaningful environmental analysis in the EIR. We will seek to identify information gaps, both textually and graphically, that should be considered to enhance and amplify the Project Description. We will identify questions that need clarification for both operational and construction aspects of the project, including anticipated timelines, phases, mitigating design considerations, etc.

#### 2.2 Technical Study Peer Review

It is our understanding that the Applicant team will be providing the following technical studies:

- Air Quality
- Biological Resources Assessment
- Cultural Resources Assessment
- Energy Study
- Greenhouse Gas Study
- Noise Study
- Traffic Study
- Water Supply Assessment

De Novo will review the Applicant-provided technical studies to ensure their appropriateness for use in the environmental analysis. Upon completion of the peer review of these reports, we will provide the City with a memorandum summarizing the results of our review. If it is determined that additional analysis is required for any of the reports, or if revisions to any of the reports are required, these issues will be summarized in the memorandum.

This scope of work assumes that any necessary revisions or expansions to the above-referenced reports will be completed by the report preparers, and the costs will be borne by the Project Applicant. De Novo will review the revised technical studies. This scope of work assumes all revisions made by the report preparers will be provided in tracked changes and/or be accompanied by in-line responses or a response matrix. The second review will focus on ensuring the comments provided on the initial peer review have been adequately addressed and resolved. Up to two (2) rounds of peer review of the Applicant-revised technical studies are anticipated.

#### 2.3 CEQA Peer Review

It is our understanding that the Applicant team will be providing the following CEQA documents for peer review at an administrative level:



- Notice of Preparation
- Scoping Meeting Presentation
- 1<sup>st</sup> Administrative Draft EIR
- 2<sup>nd</sup> Administrative Draft EIR
- Notice of Availability/Notice of Completion
- 1<sup>st</sup> Administrative Final EIR
- 2<sup>nd</sup> Administrative Final EIR
- 1<sup>st</sup> Administrative Findings of Fact and Statement of Overriding Considerations
- 2<sup>nd</sup> Administrative Findings of Fact and Statement of Overriding Considerations
- Notice of Determination

De Novo will review the Applicant-provided CEQA documents to ensure their appropriateness for use. We anticipate that all information can be provided in an editable file format (i.e. MS Word), that we can use to provide tracked edits and insert comments/questions for the report preparers. Upon completion of the peer review of these materials (as they are made available through the process), we will provide the City with a tracked version that reflects our edits/comments. If it is determined that additional analysis is required for any of the documents, or if revisions to any of the reports are required, these issues will be noted within the documents in a comment form, but not under a separate memorandum or letter. We assume that any necessary revisions or expansions to the above-referenced documents will be completed by the report preparers, and the costs will be borne by the Project Applicant. De Novo will review the revised documents. This scope of work assumes all revisions made by the report preparers will be provided in tracked changes and/or be accompanied by in-line responses or a response matrix. The second review will focus on ensuring the comments provided on the initial peer review have been adequately addressed and resolved. Up to two (2) rounds of peer review of the Applicant-revised documents are anticipated.

### **Task 3: Project Coordination and Meetings/Hearings**

#### **3.1 Project Management and Administration**

Mr. McMurtry will direct all work and oversight of the work program. Mr. McMurtry will coordinate with City staff as well as internal staff toward the timely completion of the environmental document throughout the duration of the Project. This task involves the time necessary for management and administration of the project, including invoicing and progress reports.

#### **3.2 Project Meetings/Hearings**

Mr. McMurtry will participate in progress/Project conference calls and/or meetings with the City, as necessary. The following meetings are assumed:

- One (1) kickoff meeting with City;
- Scoping Meeting
- One (1) Planning Commission Meeting
- One (1) City Council Meeting
- Biweekly conference calls with the City to discuss work program and progress, resolve any issues, review comments on administrative documents, and/or receive any necessary direction.



## Attachment B – Rates

### De Novo Planning Group

#### 2025 Rate Sheet

Principal	\$235
Principal Planner	\$210
Senior Planner	\$175
Associate Planner	\$145
Assistant Planner	\$135
GIS Analyst	\$145







## Attachment C – Not to Exceed Budget

One Hundred Thousand (\$100,000)

## **RESOLUTION NO. 2025 –**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH STOEL RIVES FOR LEGAL CONSULTANT SERVICES FOR WORK RELATED TO THE CALIFORNIA FOREVER PROJECT**

**WHEREAS**, on January 21, 2025, the Suisun City Council took a significant step by authorizing the exploration of annexation opportunities beyond the city's existing sphere of influence.; and

**WHEREAS**, on April 15, 2025, the City Council authorized staff to move forward with annexation efforts in coordination with California Forever and to finalize a Reimbursement Agreement to cover staff and consultant costs associated with planning and annexation; and

**WHEREAS**, California Forever and the City have jointly developed a Reimbursement Agreement (RA) that ensures all costs related to the annexation and entitlement process, including the preparation of environmental documents, infrastructure planning, and related efforts will be fully funded by the developer; and

**WHEREAS**, moving forward with the California Forever project will require assembling a specialized team to guide the development process and establish a well-defined implementation timeline; and

**WHEREAS**, to ensure timely and effective project execution, staff is requesting City Council authorization to retain highly specialized or niche consultants outside the traditional, lengthy Request for Proposals (RFP) process; and

**WHEREAS**, Stoel Rives brings the required skill sets, subject matter expertise, and years of experience managing complex issues similar to those anticipated throughout the course of this project; and

**WHEREAS**, staff is seeking City Council approval to authorize the City Manager to execute contracts with an initial set of highly qualified consultants essential to launching this significant project; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Suisun City, as follows:

1. The City Council hereby authorizes the City Manager to execute a Professional Services Agreement with Stoel Rives in a form approved by the City Attorney for the purpose of completing planning and traffic analysis, in an amount not to exceed \$\_\_\_\_\_
2. The City Manager is further authorized to take all necessary actions to implement the agreement and complete the scope of work in coordination with City staff.

**PASSED AND ADOPTED** at a Regular Meeting of said City Council of the City of Suisun City  
duly held on Tuesday, the 10<sup>th</sup> day of June 2025, by the following vote:

<b>AYES:</b>	Councilmembers:	_____
<b>NOES:</b>	Councilmembers:	_____
<b>ABSENT:</b>	Councilmembers:	_____
<b>ABSTAIN:</b>	Councilmembers:	_____

**WITNESS** my hand and the seal of said City this 10<sup>th</sup> day of June 2025.

\_\_\_\_\_  
Anita Skinner  
City Clerk



June 3, 2025

Timothy M. Taylor  
Stoel Rives LLP  
500 Capitol Mall, Suite 1600  
Sacramento, CA 95814  
[Tim.Taylor@stoel.com](mailto:Tim.Taylor@stoel.com)

VIA EMAIL ([bprebula@suisun.com](mailto:bprebula@suisun.com))

Bret Prebula, City Manager  
City of Suisun City  
701 Civic Center Blvd.  
Suisun City, CA 94585

Re: Addendum to May 7, 2025, Engagement Letter and  
Request for Advance Waiver of Conflicts of Interest

Dear Mr. Prebula:

On May 7, 2025, the City of Suisun City (the “City”) and Stoel Rives LLP (“Stoel Rives”) (together, the “Parties”) entered an Engagement Letter and Request for Advance Waiver of Conflicts of Interest (the “Engagement”). The May 7, 2025, Scope of Engagement provides:

**Scope of Engagement.** You have engaged Stoel Rives to represent you in connection with providing legal assistance with regard to the negotiation of an agreement with the owners of certain real property located in Solano County that may be considered for annexation and development, which agreement shall, among other things, reimburse the City for costs and expenses associated with this effort and such other representation as needed (“Engagement”). Unless otherwise agreed in writing, Stoel Rives has not agreed to represent you in any other matter. If you engage Stoel Rives to represent you in any matters beyond the scope of the Engagement, these Terms of Engagement shall apply to those matters.

By entering this Addendum, the Parties agree to supplement the May 7, 2025, Scope of Engagement as follows:

- A. **Scope of Engagement:** The Parties agree that Stoel Rives will represent the City with regard to all aspects of the proposed development project currently referred to as the California Forever project, including but not limited to agency and private party negotiations, legislative actions, permitting, annexation, environmental review, entitlement, administrative activities, contracting, real estate, litigation, and other related activities.
- B. **Fees:** The Parties agree that, provided the City Council approves and formally executes the proposed Reimbursement Agreement with California Forever LP, a Delaware limited partnership, no later than June 20, 2025, then effective June 9, 2025, all Stoel Rives fees and costs will be directly billed to the City pursuant to the terms of the May 7, 2025 Scope of Engagement and California Forever, LP will

be responsible for all such payments to Stoel Rives unless and until the Reimbursement Agreement is terminated in accordance with the terms set forth therein. **(A copy of the approved and fully executed Reimbursement Agreement shall be attached to this Addendum not later than June 20, 2025.)** In all other respects, the Fees provision of the Scope of Engagement remains fully in effect.

The Parties agree to further supplement the Scope of Engagement as follows:

- C. **Subconsultants:** The City has requested, and Stoel Rives agrees to accept as requested subcontract arrangements for engineering services with Steven R. Krahn, and planning services with Sierra Planning & Development ("Subcontractors"). The Parties understand that while under subcontract to Stoel Rives, all payments to Subcontractors will be the sole responsibility of the City, and that Subcontractors will be paid only following receipt by Stoel Rives from the City of payments due under the respective subcontracts. The Parties further understand that City funding for Subcontractor payments will be covered under the Reimbursement Agreement, however, regardless of the status of payments received by the City pursuant to the Reimbursement Agreement, at no time will Stoel Rives have any independent obligation or responsibility to cover City payment obligations to Subcontractors as set forth herein.

Provided the above supplemental Terms of Engagement meet with your approval, please sign this Addendum in the space below and return a copy to me. Please call or email me at any time if you have any questions. We look forward to continuing our important work on the City's behalf.

Very truly yours,



Timothy M. Taylor

Bret Prebula, City Manager  
City of Suisun City  
June 3, 2025  
Page 3

ACKNOWLEDGMENT AND ACCEPTANCE OF THESE TERMS AND CONSENT TO THE  
POTENTIAL CONFLICTS OF INTEREST, AS PREVIOUSLY DESCRIBED, IS HEREBY  
GIVEN AND ACKNOWLEDGED.

CITY OF SUISUN CITY

By:  \_\_\_\_\_  
Bret Prebula

Title: City Manager

Date: June \_\_, 2025

## STANDARD TERMS OF REPRESENTATION

**Fees.** Unless otherwise agreed to in writing by the Client and Stoel Rives, the principal basis for computing our fees for the legal services we provide will be the amount of time spent on the matter by various lawyers and legal assistants multiplied by their individual hourly billing rates. Other factors we may consider in setting our fee include the novelty and difficulty of the questions involved; the skill required to perform the services properly; the experience, reputation, and ability of those performing the services; the time limitations imposed by the Client or the circumstances; the amount involved; and the results obtained.

**Costs.** We will include in our statements separate charges for services such as messenger and delivery service, travel, international telephone, and filing fees. Unless otherwise agreed to in writing, the Client authorizes us to retain any investigators, consultants, or experts necessary in our judgment to represent the Client's interests in the specified matter. Their fees and expenses generally will not be paid by us, but will be billed directly to the Client.

**Estimates.** We are often requested to estimate the amount of costs likely to be incurred in connection with a particular matter. Because costs are usually not predictable, we generally make no commitment to the Client concerning the maximum costs that will be necessary to resolve or complete the matter. Any mention by us of costs is only an estimate. It is also expressly understood that your obligation to pay our costs is in no way contingent on the ultimate outcome of the matter.

**Client Responsibilities.** You agree to pay our statements for services and expenses as agreed in the Terms of Engagement. In addition, you agree to be candid and cooperative with us and keep us informed with complete and accurate factual information, documents, communications, and other material relevant to the subject matter of our representation or otherwise reasonably requested by us. You also agree to make any necessary business and strategy decisions in a timely manner. Because we need to be able to communicate with you regarding the representation, you agree to keep us advised of name, address, telephone number, contact person, or email address changes.

**Advice about Possible Outcomes.** From time to time, we may express opinions or beliefs concerning the matter or various courses of action and the results that might be anticipated. Any such statement made by any of our lawyers is an expression of opinion only, based on information available to us at the time, and should not be construed by you as a promise or guarantee.

**Electronic Communications.** It is likely that, during the course of this engagement, you and Stoel Rives will use electronic devices and internet services (which may include unencrypted email, mobile phones, voice over Internet, electronic data/document websites, and other technology) to communicate and transfer documents. Although the use of this technology involves some degree of risk that third parties may access confidential communications, we believe and, by signing the engagement letter, you agree that the benefits of using this technology outweigh the risk of accidental disclosure. Nevertheless, just as we have policies and systems in place designed to make our electronic communications with you reasonably secure, it is equally important that you communicate with us in a manner that reasonably protects the confidentiality of information we share and any attorney-client privilege that may apply to our communications. This means that you should not use any computers or other electronic devices, networks, or internet addresses that

are owned, controlled, or may be accessed by others to send or receive confidential information to or from us. Any device you use should be password protected and not accessible for use by any third party.

**Responding to Subpoenas and Other Requests for Information.** If we are required to respond to a subpoena or other formal request from a third party or a governmental agency for our records or other information relating to services we have performed for you, or to testify by deposition or otherwise concerning such services, we will first consult with you as to whether you wish to provide the information demanded or assert the attorney-client privilege to the extent you may properly do so. In such circumstances, you agree that you will reimburse us for our time and expense incurred in responding to any such demand, including, but not limited to, time and expense incurred in searching for information and photocopying costs, reviewing documents, appearing at depositions or hearings, and otherwise litigating issues raised by the request.

**Termination of Engagement.** You may, at any time, terminate our representation upon written notice to us. We reserve the right to withdraw from our representation as required or permitted by the applicable rules of professional conduct upon written notice to you. Your termination or our withdrawal will not relieve you of your obligation to pay for services already rendered, including work in progress and incomplete at the time of termination, and to pay for all expenses incurred on your behalf by us through the termination or withdrawal date.

**Conclusion of Representation; Retention and Disposition of Documents.** Unless previously terminated or otherwise agreed, our representation will conclude and the attorney-client relationship will terminate automatically upon the occurrence of either of the following: first, 30 days following the date on which we send you a final statement for services rendered in the matter(s); or second, in the event a final statement for services is not sent, when 12 months have elapsed with no meaningful billable services provided to the Client. Thereafter, should you reengage us to represent you, you agree that the terms of this letter shall apply to any matters that we handle for you unless a new engagement letter has been signed. At your request, client documents and property will be returned to you upon receipt of payment for outstanding fees and costs, although we reserve the right to copy any documents we deem appropriate. Our files and documents pertaining to the matter will be retained by us for ten years after the termination of a matter, without further notice to the Client.

**Post-engagement Matters.** The Client is engaging us to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in the applicable laws or regulations that could impact the Client's future rights and liabilities. Unless the Client engages us after the completion of the matter to provide additional legal advice or services on issues arising from the matter, we have no continuing obligation to advise the Client on such issues or on future legal developments, including docketing milestones, making additional or continuation filings, monitoring renewal or notice dates or similar deadlines that may arise with respect to the matter, pursuing appeals, or taking other steps on the Client's behalf to protect its interests.



## **RESOLUTION NO. 2025 –**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH HOLMAN TEAGUE ROCHE ANGLIN FOR CONSULTANT SERVICES FOR WORK RELATED TO THE CALIFORNIA FOREVER PROJECT**

**WHEREAS**, on January 21, 2025, the Suisun City Council took a significant step by authorizing the exploration of annexation opportunities beyond the city's existing sphere of influence.; and

**WHEREAS**, on April 15, 2025, the City Council authorized staff to move forward with annexation efforts in coordination with California Forever and to finalize a Reimbursement Agreement to cover staff and consultant costs associated with planning and annexation; and

**WHEREAS**, California Forever and the City have jointly developed a Reimbursement Agreement (RA) that ensures all costs related to the annexation and entitlement process, including the preparation of environmental documents, infrastructure planning, and related efforts will be fully funded by the developer; and

**WHEREAS**, given the nature of the project the, the Deputy City Manager will manage the Project and in doing so, to maintain continuity in existing operations, the developer will reimburse the City for the cost of a Development Consultant; and

**WHEREAS**, the Development Consultant will assist the City in operational objectives on an as needed basis, and this arrangement provides the City additional capacity and flexibility; and

**WHEREAS**, the law firm of Holman Teague Roche Anglin is providing the specialized services; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Suisun City, as follows:

1. The City Council hereby authorizes the City Manager to execute a Professional Services Agreement with Holman Teague Roche Anglin in a form approved by the City Attorney for the purpose of providing the City consultant services for technical assignments on an as needed basis.
2. The City Manager is further authorized to take all necessary actions to implement the agreement and complete the scope of work in coordination with City staff.

**PASSED AND ADOPTED** at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 10<sup>th</sup> day of June 2025, by the following vote:

<b>AYES:</b>	Councilmembers:	_____
<b>NOES:</b>	Councilmembers:	_____
<b>ABSENT:</b>	Councilmembers:	_____
<b>ABSTAIN:</b>	Councilmembers:	_____

**WITNESS** my hand and the seal of said City this 10<sup>th</sup> day of June 2025.

\_\_\_\_\_  
Anita Skinner  
City Clerk

# HolmanTeague

real estate law • land use law • business law • climate change law

June 5, 2025

**City of Suisun**  
**c/o Bret Prebula, City Manager**

*Delivery via email to: [bprebula@suisun.com](mailto:bprebula@suisun.com)*

Re: Engagement for Legal Services

Dear Bret:

You have asked Holman Teague Roche Anglin LLP (“HolmanTeague”) to provide legal advice and representation to you regarding general planning and project management services as set forth in the attached Scope of Services, for the City of Suisun, which will be primarily performed by VCS Consulting through our office. We are pleased to assist you in this matter.

We charge for our services on an hourly basis. My current hourly rate is \$950. Vin Smith’s hourly rate is \$285. This engagement shall not exceed an amount of \$100,000 for the initial 12-month period of the engagement without the prior written approval of the client. We do not bill you for copies, faxes, online legal research services, or telephone charges. If we advance any fees or costs on your behalf, such as recording or application fees, we will include those costs in your bill with a description of the fee paid.

Our bills will be emailed monthly and will detail our work for you in the preceding month. Bills are due on presentation, and we welcome inquiries about our bills at any time. You may discharge us at any time for any reason, and we may withdraw from your representation for any reason with reasonable advance notice.

If you request our assistance on other matters while we are working for you on this matter, the terms of this engagement letter will apply without the need to execute a new engagement letter, after we have confirmed that the additional representation raises no conflict of interest issues.

If the terms of this engagement letter meet with your approval, please sign and date this letter and return it to me. Please call me if you have any questions. We look forward to working with you.

Sincerely,



Kevin Teague

**I UNDERSTAND AND AGREE TO ALL OF THE ABOVE TERMS OF THIS ENGAGEMENT LETTER:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
City of Suisun  
By: Bret Prebula, City Manager

## SCOPE OF SERVICES GENERALIZED PLANNING AND PROJECT MANAGEMENT SERVICES FOR CITY OF SUISUN CITY

Vin Smith, VCS Consulting LLC (Consultant) will provide consulting and professional planning services to the City of Suisun City (City) to achieve development and redevelopment projects on viable infill sites identified by the City's March 2025 Economic Strategic Plan; other site(s) may also be identified by the City as viable for infill development, this general Scope of Services will apply as well. Examples of the work Consultant will perform to achieve project approval and development of infill sites includes:

- **Project Design:** Working with applicants to achieve a project design that is consistent with the City's Vision. In addition to Zoning, Design Guideline and General Plan direction, this input may also include Community Input sessions to ensure community support.
- **Financial Benefits:** Working with City Staff and any additional financial advisors, ensuring development on infill city sites delivers on the desired revenue generating capabilities identified in the March 2025 Economic Strategic Plan.
- **Consistency with Local and Regional Plans:** Working within the direction of the City General Plan as well as coordinating with area partners to ensure consistent with Regional Transportation, Utility and/or other regional plans that might influence project design/development.
- **Mapping:** If applicable, ensure project consistency with the Subdivision Map Act including ensuring all necessary public improvements are incorporated into the project design.
- **Additional Consultants:** If applicable, coordinate scope of services and contracts and manage work production for additional outside consultant work; examples include Traffic, Noise, Air Quality, Legal and Environmental Document preparation (i.e. CEQA Documents).
- **CEQA Compliance:** Each project will be treated individually under the rules of CEQA, therefore each project may have intensive CEQA reviewed needed, or conversely qualify under the available range of exemptions from the CEQA process. Consultant will assist in evaluating each project proposal and with Staff support, select the proper CEQA process for the project.
- **Oversight and Management** of the project for the infill sites in City during the 12-month period commencing upon signature of the contract by all parties.

## **RESOLUTION NO. 2025-\_\_\_\_**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY AMENDING THE CITYWIDE CLASSIFICATION PLAN TO ESTABLISH THE NEW CLASSIFICATION OF DEPUTY CITY MANAGER**

**WHEREAS**, Suisun City Code Chapter 2.40 establishes a Personnel System that includes a Classification Plan to group positions with similar duties and responsibilities, and a Compensation Plan with Pay Ranges to establish appropriate compensation for various classifications; and

**WHEREAS**, the City Council has the authority to approve new job classifications, establish pay ranges for each classification, and determine the appropriate placement of classifications within recognized bargaining units, each by resolution; and

**WHEREAS**, the City Manager serves as the Personnel Officer and is responsible for preparing, maintaining, and recommending revisions to the Classification and Compensation Plans, subject to approval by the City Council; and

**WHEREAS**, the City of Suisun City periodically updates its Classification Plan to reflect organizational needs, changes in service delivery, and strategic initiatives; and

**WHEREAS**, the City is undertaking a significant planning and annexation effort in coordination with California Forever, necessitating enhanced executive oversight and interdepartmental coordination; and

**WHEREAS**, to support this initiative and future strategic citywide efforts, staff has recommended the establishment of a new executive-level classification titled Deputy City Manager, reporting directly to the City Manager; and

**WHEREAS**, the Deputy City Manager will serve as the City Manager's principal assistant and designee, responsible for leading high-priority initiatives and coordinating internal and external stakeholders in support of City goals; and

**WHEREAS**, the proposed classification has been reviewed and deemed consistent with the City's classification framework and shall be incorporated into the Citywide Classification Plan;

**WHEREAS**, the City Council is concurrently considering a separate resolution to amend the Citywide Salary Schedule to establish the salary and benefits for the Deputy City Manager classification;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUISUN CITY AS FOLLOWS:**

1. The classification of Deputy City Manager is hereby established and added to the Citywide Classification Plan.
2. This classification shall become effective immediately upon adoption of this resolution.
3. The City Manager or designee is hereby authorized and directed to take any and all actions necessary to implement this resolution.

**PASSED AND ADOPTED** at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 10th day of June 2025, by the following vote:

<b>AYES:</b>	Councilmembers:	_____
<b>NOES:</b>	Councilmembers:	_____
<b>ABSENT:</b>	Councilmembers:	_____
<b>ABSTAIN:</b>	Councilmembers:	_____

**WITNESS** my hand and the seal of said City this 10th day of June 2025.

\_\_\_\_\_  
Anita Skinner  
City Clerk

Attachment:

1. Deputy City Manager Class Specification

**DEPUTY CITY MANAGER**

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

**SUMMARY DESCRIPTION**

Under general direction, serves as a key member of the City's executive leadership team by providing high-level management, policy, administrative, and strategic support to the City Manager. The Deputy City Manager oversees major City-wide initiatives, special projects, and program areas of significant complexity and visibility. The role includes direct or functional oversight of assigned departments or divisions, coordination of cross-departmental efforts, and leadership in addressing long-range policy, planning, development, and operational goals. Responsibilities may also include managing intergovernmental relations, land use planning, legislative affairs, and other priority initiatives as assigned. Performs related duties as required.

**IDENTIFYING CHARACTERISTICS**

The Deputy City Manager is a senior-level executive position that functions as the principal assistant to the City Manager. This classification is distinguished by its broad scope of responsibility, use of independent judgment, and leadership of high-priority initiatives and special projects. The employee conducts or directs major efforts involving issues of significant strategic importance to the City and may oversee departments, interdepartmental teams, or complex policy and operational matters. Accordingly, the employees' assignments will vary in scope and content depending upon the changing needs of the City Manager. Responsibilities may include managing cross-departmental coordination, overseeing specialized management functions, and serving as a liaison to the City Council, community organizations, and external agencies. The Deputy City Manager may be assigned to lead or support major land use, development, or infrastructure initiatives, and is expected to operate with a high degree of autonomy, discretion, and professional expertise. In the absence of the City Manager, the Deputy is authorized to act on their behalf and exercise administrative authority across City operations.

**REPRESENTATIVE DUTIES**

*The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

1. Serves as a key advisor to the City Manager and assists in the planning, coordination, and oversight of major City-wide initiatives; provides executive-level leadership in the development and implementation of policies, procedures, and strategic priorities.
2. Participates in the formulation and execution of long-range goals, objectives, and strategic plans for the City; leads or supports high-priority policy initiatives, operational improvements, and cross-departmental projects aligned with the City's vision and mission.
3. Manages complex, high-impact programs or projects that require coordination across multiple departments and external agencies; develops project plans, monitors milestones, ensures regulatory compliance, and drives implementation to successful outcomes.
4. Oversees land use planning activities, including annexation, entitlement processes, zoning, infrastructure planning, and environmental review in collaboration with planning, engineering, legal, and other departments; ensures alignment with local, regional, and state laws and policies.

**CITY OF SUISUN CITY**  
**Deputy City Manager (Continued)**

5. Serves as a primary liaison with public agencies, developers, community groups, and consultants on initiatives involving land development, infrastructure, and public-private partnerships; negotiates and manages complex agreements, memoranda of understanding, and cooperative frameworks.
6. Conducts complex studies and analyses of regional, organizational, and community issues; prepares comprehensive reports and recommendations on administrative, fiscal, and operational matters for consideration by the City Manager and City Council.
7. Provides executive support to the Mayor and City Council, including preparing reports, responding to requests for information, drafting correspondence, and ensuring the implementation of Council priorities and directives.
8. Coordinates interdepartmental initiatives and facilitates communication across departments; oversees contracts and working relationships with public agencies, consultants, vendors, business organizations, and community groups.
9. Represents the City Manager and City administration in meetings with the City Council, commissions, community organizations, regional partners, and the public; explains and interprets City policies, programs, and procedures to internal and external stakeholders.
10. May assign, direct, and review the work of professional, technical, or support staff; may supervise an operational or administrative department and serve as a Department Director, including full responsibility for planning, organizing, staffing, and administering the department's budget and operations.
11. Prepares and administers program and departmental budgets; monitors expenditures, manages consultant contracts, and allocates resources effectively to meet project goals and organizational priorities.
12. Monitors, interprets, and responds to state and federal legislation, regulations, and funding opportunities; collaborates with the City Attorney's Office and external stakeholders to assess impacts and recommend policy positions.
13. Identifies and implements process improvements, organizational design changes, and service enhancements to improve operational efficiency and service delivery across the organization.

**QUALIFICATIONS**

*The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.*

**Knowledge of:**

Principles and practices of public administration, strategic planning, municipal operations, and organizational management.

Local government structure, intergovernmental relationships, and policy development processes. Budget development, fiscal analysis, financial reporting, and governmental accounting, including revenue forecasting and cash management.

Land use planning, zoning, environmental review, infrastructure financing, and related regulatory frameworks.

Economic development, redevelopment, and public-private partnership strategies.

Principles and practices of program and project management, including monitoring, evaluation,



and reporting.

Contract negotiation and administration, including interagency agreements and consultant management.

Public meeting procedures and applicable local, state, and federal laws and regulations, including the Brown Act.

Principles and practices of grants development and administration.

Techniques for establishing and maintaining strong relationships with elected officials, department heads, staff, external agencies, and community stakeholders.

Principles of employee supervision, performance management, staff development, team leadership, and organizational improvement.

Community engagement strategies and methods for fostering civic participation and trust.

Recent developments, best practices, and trends in municipal services, land use, and executive leadership.

Modern office procedures, equipment, and technology, including enterprise systems and Microsoft Office applications.

Effective methods for preparing technical, administrative, and complex financial reports, presentations, and correspondence for varied audiences.

**Ability to:**

Provide high-level strategic and operational support to the City Manager and City Council on complex policy, fiscal, and organizational issues.

Lead and manage complex, high-profile projects and initiatives from conception through completion.

Analyze programs, policies, and operations; identify improvements; and implement solutions aligned with City objectives.

Facilitate interdepartmental collaboration and cross-functional coordination.

Interpret, apply, and ensure compliance with applicable laws, regulations, and policies related to municipal operations, land use, labor, and finance.

Conduct thorough research and analysis on a range of municipal and policy issues.

Prepare and deliver clear, concise, and compelling written and verbal reports and presentations.

Mediate and resolve conflicts, build consensus among diverse stakeholders, and exercise political acumen in sensitive situations.

Represent the City Manager and City interests effectively in public, intergovernmental, and negotiating settings.

Communicate clearly, persuasively, and professionally with both technical and non-technical audiences.

Exercise independent judgment and initiative while managing complex responsibilities and confidential matters.

Adapt to changing political, organizational, and community conditions.

Manage multiple priorities, deadlines, and stakeholder needs in a fast-paced environment.

Delegate tasks appropriately while maintaining strategic oversight and accountability.

Lead by example, fostering a collaborative, innovative, and high-performance organizational culture.

Build and maintain effective working relationships with staff, elected officials, partner agencies, community groups, and the public.

**Education and Experience Guidelines** - Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

**Education/Training:**

A Bachelor's degree from an accredited college or university in public administration, urban planning, business administration, political science, or a closely related field is required.

A Master's degree in public administration or a related field is highly desirable.

**Experience:**

Eight (8) years of increasingly responsible experience in public sector administration, with at least three (3) years in a senior management or executive-level role involving strategic planning, policy development, project oversight, or departmental administration.

Experience working with elected officials, regional and state agencies, and community stakeholders is highly desirable.

Experience in land use planning, economic development, or large-scale infrastructure or development project management is preferred.

**PHYSICAL DEMANDS AND WORKING ENVIRONMENT**

*The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

**Environment:** Work is performed primarily in a standard office setting with some travel to attend meetings; incumbents may be required to work extended hours including evenings and weekends and may be required to travel outside City boundaries to attend meetings.

**Physical:** Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to travel to other locations using various modes of private and commercial transportation; and to verbally communicate to exchange information.

**Vision:** See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents.

**Hearing:** Hear in the normal audio range with or without correction.

FLSA	Exempt
Bargaining Unit	Unrepresented
Benefits Group	Executive Management
Established	June 10, 2024 – Reso 2025-

## **RESOLUTION NO. 2025-\_\_\_\_**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY AMENDING THE CITYWIDE SALARY SCHEDULE TO ESTABLISH SALARY AND BENEFITS FOR THE DEPUTY CITY MANAGER CLASSIFICATION**

**WHEREAS**, the City of Suisun City maintains a Salary Schedule that defines compensation levels and benefits for all authorized City classifications; and

**WHEREAS**, the City Council is concurrently considering a separate resolution to amend the Citywide Classification Plan to establish the new classification of Deputy City Manager; and

**WHEREAS**, the Deputy City Manager is an executive-level position that reports directly to the City Manager and is responsible for providing high-level administrative leadership, strategic direction, and oversight of major City initiatives; and

**WHEREAS**, the proposed annual salary for the Deputy City Manager has been set at \$220,000, based on internal alignment within the City's executive management structure, positioned approximately 16% below the City Manager and within 2% of the Police Chief, maintaining an appropriate hierarchical distinction consistent with the City's compensation philosophy; and

**WHEREAS**, the complete compensation and benefits package for the Deputy City Manager shall be consistent with those provided to the Executive Management Group; and

**WHEREAS**, all employers must comply with the compensation earnable and publicly available pay schedule provisions contained within California Government Code (CG) section 20636(d) and California Code of Regulations (CCR) section 570.5; and

**WHEREAS**, it is necessary for the City Council to review, and approve, and adopt a publicly available pay schedule in accordance with the requirements of applicable public meeting laws; and

**WHEREAS**, attached to this resolution and incorporated by reference is the City's comprehensive salary schedule, which will be made publicly available on the City's external website and provided upon request; and

**WHEREAS**, Government Code section 54953(c)(3) requires that, before taking final action, the legislative body shall orally report a summary of a recommendation for final action on

the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUISUN CITY AS FOLLOWS:**

1. The Citywide Salary Schedule is hereby amended to include the classification of Deputy City Manager with an annual salary of \$220,000, and benefits aligned with the Executive Management Group.
2. The amended salary schedule shall be maintained and published in compliance with CalPERS regulations and California Government Code requirements related to publicly available pay schedules.
3. This amendment shall become effective immediately upon adoption of this resolution
4. The City Manager or designee is hereby authorized and directed to take any and all actions necessary to implement this resolution, including updating the City's payroll and personnel systems.

**PASSED AND ADOPTED** at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 10th day of June 2025, by the following vote:

<b>AYES:</b>	Councilmembers:	_____
<b>NOES:</b>	Councilmembers:	_____
<b>ABSENT:</b>	Councilmembers:	_____
<b>ABSTAIN:</b>	Councilmembers:	_____

**WITNESS** my hand and the seal of said City this 10th day of June 2025.

\_\_\_\_\_  
Anita Skinner  
City Clerk

Attachment:

1. Citywide Salary Schedule



City of Suisun City  
Salary Schedule  
Resolution Date:

6/10/2025

Job Class	Range	Hourly					Monthly Average		Effective Date	B.U.	B.G.	FLSA OT
		A	B	C	D	E	Starting	Ending				
Account Clerk I (F)	268	\$23.74	\$24.93	\$26.18	\$27.49	\$28.86	\$4,116	\$5,003	07/07/23	SCEA	SCEA	
Account Clerk II (F)	291	\$26.12	\$27.43	\$28.80	\$30.24	\$31.75	\$4,527	\$5,503	07/07/23	SCEA	SCEA	
Account Clerk III	313	\$28.73	\$30.17	\$31.68	\$33.26	\$34.92	\$4,980	\$6,053	07/07/23	SCEA	SCEA	
Accountant	362	\$35.68	\$37.46	\$39.33	\$41.30	\$43.37	\$6,184	\$7,517	07/07/23	SCMPEA	SCMPEA	Exempt
Accounting Technician	332	\$31.34	\$32.91	\$34.56	\$36.28	\$38.10	\$5,433	\$6,604	07/07/23	SCEA	SCEA	
Administrative Assistant I (F)	285	\$25.33	\$26.60	\$27.93	\$29.33	\$30.79	\$4,391	\$5,337	07/07/23	SCEA	SCEA	
Administrative Assistant II (F)	307	\$27.87	\$29.26	\$30.72	\$32.26	\$33.87	\$4,830	\$5,871	07/07/23	SCEA	SCEA	
Administrative Technician	327	\$30.65	\$32.18	\$33.79	\$35.48	\$37.26	\$5,313	\$6,458	03/15/24	SCEA	SCEA	
Assistant Engineer (F)	389	\$40.76	\$42.80	\$44.94	\$47.19	\$49.54	\$7,065	\$8,588	07/07/23	SCMPEA	SCMPEA	Exempt
Assistant Planner (F)	361	\$35.53	\$37.31	\$39.18	\$41.13	\$43.19	\$6,159	\$7,486	07/07/23	SCMPEA	SCMPEA	Exempt
Associate Engineer (F)	409	\$44.84	\$47.08	\$49.43	\$51.90	\$54.50	\$7,772	\$9,447	07/07/23	SCMPEA	SCMPEA	Exempt
Associate Planner (F)	380	\$39.09	\$41.04	\$43.09	\$45.25	\$47.51	\$6,775	\$8,235	07/07/23	SCMPEA	SCMPEA	Exempt
Background Investigator	391	-	-	-	-	\$49.92	-	-	12/24/21	Temp/PT	Temp/PT	
Battalion Chief (2912 annual hours)	375	\$37.97	\$39.87	\$41.87	\$43.96	\$46.16	\$9,215	\$11,201	07/21/23	Unrep	SCPFA	
Building Inspection Services Manager	407	\$44.46	\$46.68	\$49.02	\$51.47	\$54.04	\$7,707	\$9,367	07/07/23	SCMPEA	SCMPEA	Exempt
Building Inspector I (F)	320	\$29.63	\$31.11	\$32.66	\$34.30	\$36.01	\$5,135	\$6,242	07/07/23	SCEA	SCEA	
Building Inspector II (F)	341	\$32.59	\$34.22	\$35.93	\$37.73	\$39.61	\$5,649	\$6,866	07/07/23	SCEA	SCEA	
Building Maintenance Worker I (F)	272	\$24.21	\$25.42	\$26.69	\$28.02	\$29.42	\$4,196	\$5,100	07/07/23	SCEA	SCEA	
Building Maintenance Worker II (F)	296	\$26.63	\$27.96	\$29.36	\$30.83	\$32.37	\$4,616	\$5,610	07/07/23	SCEA	SCEA	
Chief Building Official	469	\$61.33	\$64.39	\$67.61	\$70.99	\$74.54	\$10,630	\$12,921	07/21/23	Unrep	SCMPEA	Exempt
City Engineer	467	\$60.67	\$63.70	\$66.89	\$70.23	\$73.75	\$10,516	\$12,783	07/07/23	SCMPEA	SCMPEA	Exempt
City Manager	595	\$122.60	-	-	-	\$134.62	\$21,250	\$23,333	03/15/24	Unrep	EM	Exempt
Code Enforcement Officer I (F)	310	\$28.28	\$29.69	\$31.17	\$32.73	\$34.37	\$4,901	\$5,958	07/07/23	SCEA	SCEA	
Code Enforcement Officer II (F)	330	\$31.10	\$32.66	\$34.29	\$36.01	\$37.81	\$5,391	\$6,553	07/07/23	SCEA	SCEA	
Community Services Officer I (F)	284	\$25.21	\$26.47	\$27.79	\$29.18	\$30.64	\$4,370	\$5,311	07/07/23	SCEA	SCEA	
Community Services Officer II (F)	305	\$27.73	\$29.12	\$30.57	\$32.10	\$33.71	\$4,807	\$5,843	07/07/23	SCEA	SCEA	
Computer Systems Specialist	222	\$20.02	\$21.02	\$22.08	\$23.18	\$24.34	-	-	07/21/23	Temp/PT	Temp/PT	
Computer Technician	358	\$35.09	\$36.84	\$38.68	\$40.62	\$42.65	\$6,082	\$7,392	07/07/23	SCEA	SCEA	
Deputy City Clerk (C)	363	\$35.89	\$37.69	\$39.57	\$41.55	\$43.63	\$6,221	\$7,562	07/07/23	Confidential	SCMPEA	Exempt
Deputy City Manager	543	\$87.02	\$91.37	\$95.94	\$100.73	\$105.77	\$15,083	\$18,333	06/10/25	Unrep	EM	Exempt
Deputy Fire Chief	470	\$61.67	\$64.76	\$67.99	\$71.39	\$74.96	\$10,690	\$12,994	07/07/23	SCMPEA	SCMPEA	Exempt
Development Services Director	505	\$73.34	\$77.01	\$80.86	\$84.90	\$89.15	\$12,713	\$15,453	08/16/24	Unrep	EM	Exempt
Division Fire Chief	445	\$54.59	\$57.32	\$60.18	\$63.19	\$66.35	\$9,462	\$11,501	07/07/23	SCMPEA	SCMPEA	Exempt
Economic Development Consultant	441	-	-	-	-	\$65.00	-	-	12/24/21	Temp/PT	Temp/PT	

(C) Denotes Confidential Class

(F) Denotes a Flexibly Staffed Classification

\*\* City Manager's Salary is set by Contract

B.U. Bargaining Unit

B.G. Benefits Group

Job Class	Range	Hourly					Monthly Average		Effective Date	B.U.	B.G.	FLSA OT
		A	B	C	D	E	Starting	Ending				
Finance Director	505	\$73.34	\$77.01	\$80.86	\$84.90	\$89.15	\$12,713	\$15,453	02/06/24	Unrep	EM	Exempt
Finance Manager	436	\$52.26	\$54.87	\$57.62	\$60.50	\$63.52	\$9,058	\$11,011	07/07/23	SCMPEA	SCMPEA	Exempt
Financial Services Specialist	222	\$20.02	\$21.02	\$22.08	\$23.18	\$24.34	-	-	07/21/23	Temp/PT	Temp/PT	
Fire Captain (2,912 annual hours)	350	\$34.52	\$36.25	\$38.06	\$39.96	\$41.96	\$8,377	\$10,183	07/07/23	SCPFA	SCPFA	
Fire Chief	514	\$76.03	\$79.84	\$83.83	\$88.02	\$92.42	\$13,179	\$16,019	07/21/23	Unrep	EM	Exempt
Fire Engineer (2912 annual hours)	A333	\$32.45	\$33.77	\$35.16	\$36.62	\$38.15	\$7,874	\$9,257	05/12/23	SCPFA	SCPFA	
Fire Engineer (2912 annual hours)	333	\$31.38	\$32.95	\$34.60	\$36.33	\$38.15	\$7,616	\$9,257	05/12/23	SCPFA	SCPFA	
Fire Marshal	445	\$54.59	\$57.32	\$60.18	\$63.19	\$66.35	\$9,462	\$11,501	07/07/23	SCMPEA	SCMPEA	Exempt
Firefighter (2912 annual hours)	292	\$26.15	\$27.46	\$28.83	\$30.27	\$31.79	\$6,346	\$7,714	08/20/24	SCPFA	SCPFA	
Fleet Mechanic	288	\$25.76	\$27.05	\$28.40	\$29.82	\$31.32	\$4,466	\$5,428	07/07/23	SCEA	SCEA	
Housing Programs Manager	412	\$46.28	\$48.59	\$51.02	\$53.57	\$56.25	\$8,021	\$9,750	07/07/23	SCMPEA	SCMPEA	Exempt
Housing Specialist I (F)	306	\$27.78	\$29.17	\$30.63	\$32.16	\$33.77	\$4,815	\$5,853	07/07/23	SCEA	SCEA	
Housing Specialist II (F)	326	\$30.56	\$32.08	\$33.69	\$35.37	\$37.14	\$5,297	\$6,438	07/07/23	SCEA	SCEA	
Human Resources Administrator	485	\$66.68	\$70.01	\$73.51	\$77.19	\$81.05	\$11,558	\$14,049	08/16/24	Unrep	EM	Exempt
Human Resources Technician I (C)	311	\$28.49	\$29.92	\$31.41	\$32.99	\$34.63	\$4,939	\$6,003	05/07/24	Confidential	SCEA	
Human Resources Technician II (C)	332	\$31.34	\$32.91	\$34.56	\$36.28	\$38.10	\$5,433	\$6,604	07/07/23	Confidential	SCEA	
IT Services Manager	443	\$53.99	\$56.69	\$59.52	\$62.50	\$65.62	\$9,358	\$11,374	07/07/23	SCMPEA	SCMPEA	Exempt
Maintenance Worker I (F)	300	\$27.16	\$28.52	\$29.95	\$31.45	\$33.02	\$4,708	\$5,723	07/07/23	SCEA	SCEA	
Maintenance Worker II (F)	322	\$29.88	\$31.37	\$32.94	\$34.59	\$36.32	\$5,179	\$6,295	07/07/23	SCEA	SCEA	
Management Analyst I (F)	361	\$35.53	\$37.31	\$39.18	\$41.13	\$43.19	\$6,159	\$7,486	07/07/23	SCMPEA	SCMPEA	Exempt
Management Analyst II (F)	380	\$39.09	\$41.04	\$43.09	\$45.25	\$47.51	\$6,775	\$8,235	07/07/23	SCMPEA	SCMPEA	Exempt
Marketing Manager	379	\$38.82	\$40.76	\$42.80	\$44.94	\$47.18	\$6,728	\$8,178	07/07/23	SCMPEA	SCMPEA	Exempt
Office Assistant	263	\$23.22	\$24.38	\$25.60	\$26.88	\$28.23	\$4,025	\$4,892	07/07/23	SCEA	SCEA	
Permit Technician I (F)	303	\$27.48	\$28.86	\$30.30	\$31.82	\$33.41	\$4,764	\$5,791	07/07/23	SCEA	SCEA	
Permit Technician II (F)	324	\$30.23	\$31.74	\$33.33	\$35.00	\$36.75	\$5,240	\$6,370	07/07/23	SCEA	SCEA	
Planning Specialist	222	\$20.02	\$21.02	\$22.08	\$23.18	\$24.34	-	-	07/21/23	Temp/PT	Temp/PT	
Police Chief	547	\$88.56	\$92.99	\$97.64	\$102.52	\$107.64	\$15,350	\$18,658	07/21/23	Unrep	EM	Exempt
Police Commander	498	\$70.53	\$74.05	\$77.76	\$81.64	\$85.73	\$12,225	\$14,859	07/07/23	SCMPEA	SCMPEA	Exempt
Police Evidence and Property Technician I (F)	284	\$25.21	\$26.47	\$27.79	\$29.18	\$30.64	\$4,370	\$5,311	07/07/23	SCEA	SCEA	
Police Evidence and Property Technician II (F)	305	\$27.73	\$29.12	\$30.57	\$32.10	\$33.71	\$4,807	\$5,843	07/07/23	SCEA	SCEA	
Police Officer (F)	411	\$45.21	\$47.47	\$49.84	\$52.34	\$54.95	\$7,836	\$9,525	07/07/23	SCPOA	SCPOA	
Police Officer Trainee (F)	276	-	-	-	\$28.63	\$30.06	-	-	12/24/21	Temp/PT	Temp/PT	
Police Sergeant	460	\$56.96	\$59.81	\$62.80	\$65.94	\$69.24	\$9,874	\$12,002	12/08/23	SCPOA	SCPOA	
Police Support Services Manager	450	\$55.31	\$58.08	\$60.98	\$64.03	\$67.23	\$9,588	\$11,654	07/19/24	SCMPEA	SCMPEA	Exempt
Principal Planner	433	\$51.59	\$54.17	\$56.88	\$59.73	\$62.71	\$8,943	\$10,870	07/07/23	SCMPEA	SCMPEA	Exempt
Project Manager	408	\$44.64	\$46.87	\$49.22	\$51.68	\$54.26	\$7,738	\$9,405	07/07/23	SCMPEA	SCMPEA	Exempt
Public Safety Dispatch/Police Records Supervisor	410	\$45.64	\$47.93	\$50.32	\$52.84	\$55.48	\$7,911	\$9,616	07/19/24	SCPOA	SCPOA	
Public Safety Dispatcher I (F)	349	\$34.29	\$36.01	\$37.81	\$39.70	\$41.68	\$5,944	\$7,225	07/19/24	SCPOA	SCPOA	

(C) Denotes Confidential Class

(F) Denotes a Flexibly Staffed Classification

\*\* City Manager's Salary is set by Contract

B.U. Bargaining Unit

B.G. Benefits Group

Job Class	Range	Hourly					Monthly Average		Effective Date	B.U.	B.G.	FLSA OT
		A	B	C	D	E	Starting	Ending				
Public Safety Dispatcher II (F)	373	\$37.72	\$39.61	\$41.59	\$43.67	\$45.85	\$6,538	\$7,948	07/19/24	SCPOA	SCPOA	
Public Works Director/City Engineer	514	\$76.03	\$79.84	\$83.83	\$88.02	\$92.42	\$13,179	\$16,019	07/21/23	Unrep	EM	Exempt
Public Works Inspector	351	\$33.89	\$35.59	\$37.37	\$39.24	\$41.20	\$5,875	\$7,141	07/07/23	SCEA	SCEA	
Public Works Specialist	222	\$20.02	\$21.02	\$22.08	\$23.18	\$24.34	-	-	07/21/23	Temp/PT	Temp/PT	
Public Works Superintendent	432	\$51.08	\$53.63	\$56.31	\$59.13	\$62.08	\$8,853	\$10,761	07/07/23	SCMPEA	SCMPEA	Exempt
Public Works Supervisor	370	\$37.07	\$38.93	\$40.87	\$42.92	\$45.06	\$6,426	\$7,811	07/07/23	SCMPEA	SCMPEA	Exempt
Recreation Coordinator	302	\$27.38	\$28.75	\$30.19	\$31.70	\$33.28	\$4,746	\$5,769	07/07/23	SCEA	SCEA	
Recreation Manager	399	\$42.69	\$44.83	\$47.07	\$49.42	\$51.89	\$7,400	\$8,995	07/07/23	SCMPEA	SCMPEA	Exempt
Recreation Specialist I (F)	200	\$18.00	\$18.54	\$19.10	\$19.67	\$20.26	-	-	07/21/23	Temp/PT	Temp/PT	
Recreation Specialist II (F)	220	\$19.80	\$20.39	\$21.01	\$21.64	\$22.29	-	-	07/21/23	Temp/PT	Temp/PT	
Recreation Specialist III (F)	250	\$21.78	\$22.43	\$23.11	\$23.80	\$24.51	-	-	07/21/23	Temp/PT	Temp/PT	
Recreation Supervisor	343	\$32.86	\$34.50	\$36.23	\$38.04	\$39.94	\$5,696	\$6,923	07/07/23	SCMPEA	SCMPEA	Exempt
Recreation, Parks & Marina Director	505	\$73.34	\$77.01	\$80.86	\$84.90	\$89.15	\$12,713	\$15,453	08/16/24	Unrep	EM	Exempt
Senior Accountant	390	\$41.03	\$43.08	\$45.24	\$47.50	\$49.87	\$7,112	\$8,644	07/07/23	SCMPEA	SCMPEA	Exempt
Senior Associate Engineer (F)	425	\$49.32	\$51.79	\$54.38	\$57.09	\$59.95	\$8,549	\$10,391	07/07/23	SCMPEA	SCMPEA	Exempt
Senior Building Inspector	381	\$39.11	\$41.07	\$43.12	\$45.27	\$47.54	\$6,779	\$8,240	07/07/23	SCMPEA	SCMPEA	Exempt
Senior Maintenance Worker	344	\$32.87	\$34.51	\$36.24	\$38.05	\$39.95	\$5,697	\$6,925	07/07/23	SCEA	SCEA	
Senior Management Analyst	400	\$42.99	\$45.14	\$47.40	\$49.77	\$52.26	\$7,452	\$9,059	07/07/23	SCMPEA	SCMPEA	Exempt
Senior Planner	400	\$42.99	\$45.14	\$47.40	\$49.77	\$52.26	\$7,452	\$9,059	07/07/23	SCMPEA	SCMPEA	Exempt
Senior Public Safety Dispatcher	395	\$41.49	\$43.57	\$45.75	\$48.03	\$50.44	\$7,192	\$8,742	07/19/24	SCPOA	SCPOA	
Youth Services Specialist	356	\$34.66	\$36.40	\$38.22	\$40.13	\$42.13	\$6,008	\$7,303	07/07/23	SCEA	SCEA	

(C) Denotes Confidential Class

(F) Denotes a Flexibly Staffed Classification

\*\* City Manager's Salary is set by Contract

B.U. Bargaining Unit

B.G. Benefits Group