

CITY COUNCIL
Alma Hernandez, Mayor
Princess Washington, Mayor Pro Tem
Jenalee Dawson, Member
Marlon L Osum, Member
Amit Pal, Member



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 HOUSING AUTHORITY
TUESDAY, SEPTEMBER 19, 2023
6:30 PM

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

AGENDA REVISED

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

ZOOM MEETING INFORMATION:

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

*MEETING ID: **860 4003 9913***

CALL IN PHONE NUMBER: (707) 438-1720

*REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING BY EMAILING
CLERK@SUISUN.COM (PRIOR TO 6 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. – 804)

(Next City Council Res. No. 2023 – 130)

(Next Suisun City Council Acting as Successor Agency Res. No. SA2023 - 06)

(Next Housing Authority Res. No. HA2023 – 03)

ROLL CALL

Council /Board Members
Pledge of Allegiance
Invocation

CONFLICT OF INTEREST NOTIFICATION

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

REPORTS (Informational items only.)

- 1 Deputy City Manager Update – (Lofthus: klofthus@suisun.com).

PRESENTATION/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

- 2 Presentation of Proclamation Proclaiming September 17 through 23, 2023 as "Constitution Week" in Suisun City - (Hernandez: ahernandez@suisun.com).

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.)

COUNCIL COMMENTS

- 3 Council/Board Member Updates.

GENERAL BUSINESS

City Council

- 4 Discussion and Adoption of Resolution No. 2023 - ___: A Resolution of the City Council of the City of Suisun City Appointing an Acting City Manager - (City Attorney).
- 5 Discussion and Direction for Issuance of a Request for Proposal (RFP) for City Attorney Services - (Lofthus: klofthus@suisun.com).
- 6 Council Consideration and Introduction of Ordinance No. ___: An Ordinance of the City Council of the City of Suisun City Repealing and Replacing Chapter 8.08 (Solid Wastes) of Title 8 (Health & Safety) of the Suisun City Municipal Code - (City Attorney).

CONSENT CALENDAR

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

City Council

- 7 Council Adoption of Resolution No. 2023-___: Authorizing the City Manager to Enter into a Construction Contract on the City's Behalf with Villalobos & Associates for the Rectangular Rapid Flashing Beacons Project - (Vue: nvue@suisun.com).
- 8 Council Adoption of Resolution No. 2023-___: Authorizing the City Manager to Enter into a Construction Contract on the City's Behalf with GradeTech, Inc. for the Green Stormwater Infrastructure Project - (Vue: nvue@suisun.com).
- 9 Council Adoption of Resolution No. 2023-___: Authorizing the City Manager or Deputy City Manager to Enter into a Joint Use Agreement with the Fairfield-Suisun Unified School District. - (Lofthus: klofthus@suisun.com)

Joint City Council / Suisun City Council Acting as Successor Agency / Housing Authority

- 10 Council/Agency/Authority Approval of the Minutes of the Regular and/or Special Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on September 5, 2023 and September 12, 2023; the City Council/Planning Commission meeting held on August 29, 2023; and the Joint City Council/Suisun City Historic Waterfront Business Improvement District Meeting held on September 12, 2023 – (Skinner: clerk@suisun.com).

Joint City Council / Suisun City Council Acting as Successor Agency

- 11 Council/Agency Approval of August 2023 Payroll Warrants in the Amount of \$690,859.43 and Council/Agency Approval of the August 2023 Accounts Payable Warrants in the Amount of \$6,046,602.49 - (Finance).

PUBLIC HEARING

Housing Authority

- 12 Housing Authority Adoption of Resolution No. HA 2023-___: Approving Submittal of the 5-Year Public Housing Agency Plan for 2020-2024, and Authorizing the Executive Director to Execute Certification. - (Goltiao: Jgoltiao@suisun.com)

City Council

- 13 Council Consideration and Introduction of Ordinance No. __: An Ordinance of the City Council of the City of Suisun City Amending Title 18 (Zoning) of the Suisun City Municipal Code Modifying the Fences and Walls Regulations (Continued from September 5, 2023) - (Bermudez: jbermudez@suisun.com).

REPORTS: (Informational items only)

- 14 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. The City's reasonable accommodation policy is available for review on the City's website at 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, Donna Pock, Deputy City Clerk 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.

Office of the Mayor
Suisun City, California

Proclamation



WHEREAS, the Constitution of the United States, the guardian of our liberties, is a product of reflection and choice, embodying the principles of limited government in a republic dedicated to rule by law, not by men; and

WHEREAS, September 17, 2023, marks the two hundred thirty sixth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this memorable anniversary, and to the patriotic exercises that will commemorate the occasion; and

WHEREAS, Public Law No. 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through September 23 as Constitution Week.

NOW, THEREFORE, I, Alma Hernandez, Mayor of the City of Suisun City do hereby proclaim September 17 through 23 as

“CONSTITUTION WEEK”

in Suisun City and urge all citizens to pay special attention during that week to our Federal Constitution and the advantage of American Citizenship.



In witness whereof I have hereunto set my hand and caused this seal to be affixed.


Alma Hernandez, Mayor

ATTEST: _____

DATE: September 19, 2023

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AGENDA TRANSMITTAL

MEETING DATE: September 19, 2023

CITY AGENDA ITEM: Discussion and Adoption of Resolution No. 2023 - ___ : A Resolution of the City Council of the City of Suisun City Appointing an Acting City Manager.

FISCAL IMPACT: If the Appointment to Acting City Manager lasts more than 7 days, Acting Pay of 10% of base pay.

STRATEGIC PLAN: Ensure Good Governance.

BACKGROUND: Effective September 15, 2023, the City Council placed Greg Folsom, City Manager, on paid administrative leave until further notice.

STAFF REPORT: Effective September 15, 2023, the City Council placed Greg Folsom, City Manager, on administrative leave. To ensure continuity and minimize disruption, it is advisable for Council to appoint an Acting City Manager for a limited time. Pursuant to Section 2.08.020 of the Suisun City Municipal Code, “the city manager shall be appointed by the city council solely on the basis of his executive and administrative qualifications and ability” and “shall hold office at and during the pleasure of the city council.”

In accordance with Article III, Section 01 of the City of Suisun City’s Amended and Restated Schedule of Benefits for Unrepresented Employees, Effective April 5, 2022, Adopted by Resolution No. 2022-55, any employee appointed to Acting City Manager status for more than 7 days shall receive Acting Pay of 10% of base pay.

STAFF RECOMMENDATION: It is Recommended that the City Council Adopt Resolution No. 2023-___ : A Resolution of the City Council of the City of Suisun City Appointing an Acting City Manager and appoint an individual to the position.

DOCUMENTS ATTACHED:

1. Resolution No. 2023-___ : A Resolution of the City Council of the City of Suisun City Appointing an Acting City Manager.
-

PREPARED BY:

Elena Gerli, City Attorney

REVIEWED BY:

Kris Lofthus, Deputy City Manager

APPROVED BY:

Kris Lofthus, Deputy City Manager

ATTACHMENTS:

1. [Resolution Appointing Acting City Manager.pdf](#)

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PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 19th day of September 2023, by the following vote:

AYES: Councilmembers: _____
NOES: Councilmembers: _____
ABSENT: Councilmembers: _____
ABSTAIN: Councilmembers: _____

WITNESS my hand and the seal of said City this 19th day of September 2023.

Anita Skinner
City Clerk

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AGENDA TRANSMITTAL

MEETING DATE: September 19, 2023

CITY AGENDA ITEM: Discussion and Direction for Issuance of a Request for Proposal (RFP) for City Attorney Services.

FISCAL IMPACT: There would be no direct impact to the General Fund from this action unless Council directs the use of a third party to manage a potential RFP or Recruitment process.

STRATEGIC PLAN: Provide Good Governance.

BACKGROUND: Aleshire & Wynder, LLP (A&W) has been the firm representing Suisun City as City Attorney since 2009. A&W was selected after a Request for Proposal (RFP) process.

The job of the City Attorney is to advise city officials in all legal matters. The City Attorney’s Office handles a multitude of types of issues because the management of a city is very complex. Some examples of matters handled by the City Attorney’s Office include:

1. Legal Advice: The city attorney advises the city's elected officials, administrative staff, and various departments on legal matters. This may include interpreting local, state, and federal laws, regulations, and ordinances to ensure the city's actions and policies are in compliance with the law.
2. Drafting and Reviewing Documents: The city attorney is responsible for drafting and reviewing legal documents, such as contracts, ordinances, resolutions, and other legal agreements entered into by the city.
3. Litigation: If the city becomes involved in legal disputes, the city attorney represents the city's interests in court. This may include defending the city against lawsuits or initiating legal actions on behalf of the city.
4. Code Enforcement: The city attorney may be involved in enforcing local codes and ordinances. This could involve prosecuting violations and working with other city officials, such as code enforcement officers, public nuisance abatement, and seeking appointment of a receiver.
5. Land Use and Zoning: City attorneys often play a role in land use and zoning matters. They may advise on zoning regulations, participate in planning and zoning meetings, help with California Environmental Quality Act (CEQA) compliance, and help draft zoning ordinances, including navigating the ever increasing laws that seek to remove roadblocks to the construction of housing.
6. Public Meetings: The city attorney may attend city council meetings and other public meetings to provide legal guidance and ensure compliance with open meeting laws.
7. Employment Law: City attorneys may handle employment-related legal matters, such as advising on labor laws, labor negotiations, employee contracts, and handling employment disputes.
8. Public Records and Open Government: They may be responsible for ensuring compliance with public records laws and open government requirements, including providing access to public records and responding to public records requests, including managing redactions, as necessary.
9. Ethics and Conflict of Interest: City attorneys often advise on ethical matters and potential conflicts of interest for city officials and employees.
10. Legislation: In some cases, city attorneys may assist in the drafting and review of proposed

legislation or ballot measures and work with elected officials on policy matters.

11. **Criminal Procedure Law:** City attorneys must respond to Pitchess motions. A Pitchess motion is a legal motion used in criminal cases in California to discover and obtain certain confidential personnel records of law enforcement officers involved in a case. The response to a Pitchess motion by the city attorney involves managing the disclosure or non-disclosure of relevant personnel records.

The City Attorney's Office is a necessary part of providing good governance for the city. The hiring of the City Attorney, or a City Attorney firm, is completely within the purview of the City Council.

STAFF REPORT: In response to the directive issued on August 5, 2023, staff has undertaken an evaluation of potential approaches to providing City Attorney services. The objective was to identify viable models that align with our city's specific needs and priorities. This report outlines the findings of our research and presents the available options for your consideration.

Research and Survey Results

To develop a well-informed recommendation, staff engaged in a survey that included communication with other municipalities to understand their prevailing models for City Attorney services. This survey is included as Attachment 2. Additionally, we referenced the 2018 Solano County Grand Jury Report, which provided valuable insights into this matter (attached as "Attachment 1").

Options for City Attorney Services

The research identified three primary models for providing City Attorney services, each with its own merits and considerations:

1. **Contracted (Outsourced) City Attorney Firm:** This model involves partnering with an external law firm to deliver legal expertise. The firm designates a "City Attorney" and other "Deputy City Attorneys" with specialized areas of focus. Contracts are usually structured with a retainer for a specified number of hours at varying hourly rates.
2. **Full In-House City Attorney's Office:** Under this model, the city employs its own legal team, including a City Attorney and supporting staff. This approach ensures direct accessibility and institutional knowledge.
3. **Combination (Hybrid) Model:** The hybrid model integrates elements of both the in-house and outsourced models. It typically involves maintaining an in-house legal team while contracting specialized legal services for specific areas of law requiring expertise.

Factors Impacting Implementation

The decision to adopt a specific model hinges on factors unique to our city's context, including the complexity and frequency of legal matters. The size of the City Attorney's staff correlates with the scope of in-house legal services desired. Examples from comparable municipalities underscore the variability in staffing requirements:

1. Brentwood: Population 64,513; 6 FTE in City Attorney's Office.
2. Burlingame: Population 30,106; 3.5 FTE plus contract for specialty services.
3. San Luis Obispo: Population 47,545; 8 FTE in City Attorney's Office.
4. San Pablo: Population 36,000; 2 FTE in City Attorney's Office.

Cost Considerations

Estimating the cost of establishing an in-house City Attorney's Office is complex. The approximate

annual cost for an in-house City Attorney in Suisun City would likely range from \$350,000 to \$400,000, including benefits. Supporting staff such as a legal secretary or paralegal would require an additional \$100,000 to \$125,000. However, even with an in-house team, contracting for specialized services and litigation is often necessary.

Facility and Resource Requirements

Should the Council opt for in-house services, accommodating office space and resources would be imperative. Current space limitations at City Hall will likely necessitate the relocation of other departments to accommodate the City Attorney's Office.

Pros and Cons

An analysis of the pros and cons of both in-house and outsourced City Attorney services highlights distinct advantages and drawbacks for each approach.

Outsourced Attorney:

Pros:

- Offers third party perspective and impartiality
- Has access to expertise and knowledge of other municipalities, histories and responses
- Skilled in or has access to specialty areas such as water rights, land use, regulatory issues, and California Environmental Quality Act
- Can be cost effective as only services rendered are chargeable
- Clinical approach to risk management
- Is skilled at providing immediate cost effective answers
- As a consultant there are no employee benefits and terminating a contract usually involves no monetary penalties
- No additional overhead costs for office space or supplies
- Likely to be less expensive than In-House City Attorney

Cons:

- Every interaction is billable
- Higher variable costs, so the greater use of the attorney equates to higher monthly bills
- Attorney may or may not be local
- Cannot just walk over to talk to attorney
- Attorney may represent one or more other cities and may not be immediately available
- Less control over the assigned attorney

In-House Attorney:

Pros:

- Provides institutional knowledge, accessibility and continuity
- Has an intimate and expanding knowledge of the city, its employees and citizens/public
- Is readily accessible with no thought of an hourly fee
- Contributes leadership skills
- Can help the organization develop and manage future risk
- Has a unique opportunity to build community trust
- As a municipal employee has a set hour work day schedule which provides the budget with a fixed cost associated with salary and benefits

Cons:

- Much more difficult and costly to change attorneys
- High fixed costs restricts ability of city to cut costs by reducing use of attorneys
- City likely to need more staff than just one attorney
- In-house attorney will likely need a law library of some sort

- Currently no space at City Hall for a City Attorney’s Office and staff without displacing another department
- In an increasingly complicated legal environment, a generalist has limits in specialty areas of the law, so City will still likely need to contract for specialized legal services and litigation at an unknown cost
- Potential lack of attorney services when employee is sick or on vacation, depending upon the number of attorneys or ability to use contract law firm
- Likely to be more expensive than outsourcing

Next Steps

Given the complexity of the matter and the unique circumstances of our city, the decision regarding the preferred model for City Attorney services necessitates careful deliberation. Staff seeks guidance from the City Council on the following aspects:

1. **Further Direction:** Which model does Council wish to pursue?
2. **Ad Hoc Committee:** Does the Council want to create an ad hoc or continue to give direction as a body?

STAFF RECOMMENDATION: It is recommended that the City Council discuss this topic and provide direction to staff.

DOCUMENTS ATTACHED:

1. Grand Jury Report, 2018
2. Survey results
3. City of Arcata RFP, 2023
4. City of Watsonville RFP, 2021
5. City of Placerville RFP, 2021
6. City of St. Helena RFP, 2019
7. City of Benicia RFP, 2018
8. City of Clearlake RFP, 2014
9. City of Suisun City RFP, 2009
10. Aleshire & Wynder Contract, 2009
11. Aleshire & Wynder Contract Amendment, 2022
12. PowerPoint Presentation

PREPARED BY:

Kris Lofthus, Deputy City Manager

ATTACHMENTS:

1. [Grand Jury Report, 2018.pdf](#)
2. [Survey Results.pdf](#)
3. [City of Arcata RFP, 2023.pdf](#)
4. [City of Watsonville RFP, 2021.pdf](#)
5. [City of Placerville RFP, 2021.pdf](#)
6. [City of St. Helena RFP, 2019.pdf](#)
7. [City of Benicia RFP, 2018.pdf](#)
8. [City of Clearlake RFP, 2014.pdf](#)
9. [City of Suisun City RFP, 2009.pdf](#)

10. Aleshire & Wynder Contract, 2009.pdf
11. Aleshire & Wynder Contract Amendment, 2022.pdf
12. PowerPoint Presentation.pdf



SOLANO COUNTY GRAND JURY
2017-2018

FUNCTIONAL ANALYSIS
CITY ATTORNEY POSITION

Functional Analysis City Attorney Position

Solano County Grand Jury 2017-2018

I. SUMMARY

The 2017-2018 Solano County Grand Jury (SCGJ) conducted an informational investigation to examine the functions, duties and responsibilities of the city attorney's offices within the seven cities of Solano County. The scope focused on identifying the cities contracting (outsource) the service versus engaging an in-house attorney (city employee) and analyzing the cost effectiveness/benefit of both scenarios.

In the complicated and complex environment of local California governance, cities need proficient legal advisors. Whether contract or in-house, city attorneys are a necessary fixture. The Grand Jury's overview comparing an outsource model vs. an in-house city attorney found the cities have different approaches with significantly different financial impacts.

In Solano County, how a city chooses to organize its legal department, given the need for accessing highly specialized legal knowledge, varies. The decision often takes into account a community's size, financial position, history and the complexity of the issues it faces on a daily basis. Cost is a constant concern and cities must make the best cost effective decision for the city, not necessarily the cheapest. This analysis should be an ongoing process with periodic reviews undertaken to determine if an in-house, outsourced, or a combination (hybrid) system will be best suited for the city. The Grand Jury's research determined there is no real standard or one-size-fits all approach. All configurations have merits and drawbacks. Municipalities must decide on the options best suited for them.

Based on information gathered by the Grand Jury, it became apparent the cost for defending lawsuits varied depending upon the nature of the action filed against the city. Defense of these lawsuits may result in a major expense. Officials must feel confident the guidance/solution from their city attorney will be practical, resourceful and accomplish the city's goals and objectives. Internal oversight should determine the reason(s) why legal issues occur and conclude what action could have been taken to prevent them. Implementation of appropriate preventative controls and oversight can avoid costly legal actions going forward.

II. INTRODUCTION

The city attorney plays an important role in California and can be either appointed or elected. Government Code section 36505 allows city councils to appoint city attorneys. In most general law cities¹ the city council appoints the city attorney. Charter cities² can enact a provision in the

¹ A general law city is a municipality that is limited to governmental structures and powers specifically granted by state law.

charter requiring the appointment or election of the city attorney. There are only a few California cities that have an elected city attorney, none in Solano County.

The city attorney's office serves as the legal advisor and legal representative to the city council, city officials, departments and commissions in conducting city business. The office provides a wide assortment of services to the city, such as representing the city in litigation, preparing ordinances and resolutions, and reviewing and preparing contracts.

There are a number of approaches for providing legal services. They include contracting (outsource) the service, engaging an in-house attorney (city employee) or a hybrid where a single fulltime city attorney is hired to provide general legal services, oversee legal functions and outsource specialized expertise on an as needed basis.

III. METHODOLOGY

Techniques used in deriving facts included:

- Interviewed city representative(s) from:
 - Dixon, Fairfield, and Vallejo
- Reviewed *transparentcalifornia.com* for compensation figures (salary and benefits) for in-house City Attorneys for 2012-2016
- Reviewed city attorney's position descriptions and duties
- Reviewed Government Code:
 - sections 41801 - 41805
 - sections 34100 - 34102
 - §36505
- Examined all seven Solano County city websites for information regarding the City Attorney
- Examined listings of legal actions filed by or against the cities during Fiscal Year Ending (FYE) 2016-2017
- Examined all General Ledger income and expense detail reports for FYE 2016 and 2017 for all Solano County cities
- Analyzed grand total of expenditures for all legal related expenses across all funds, departments, and accounts from the seven cities

² In the United States, a charter city is a city in which the governing system is defined by the city's own charter document rather than by general law.

IV. STATEMENT OF FACTS

A. *City Attorneys in Solano County*

The City Attorney provides a vital function to all municipal departments. The function of a City Attorney's Office is to provide meaningful, ethical advice, effective legal representation, and other legal services in order to attain the City's goals without undue risk.

The role a city attorney plays in a city organization is impacted by whether the city attorney is a full-time employee with or without in-house staff, or a contract attorney from a law firm. In either case, city attorneys do not provide legal services to individual residents.

When it comes to city attorneys, the seven Solano County cities have different approaches for their legal departments/services with significantly different financial impacts. Cost is a constant concern when it comes to a city attorney's office. Benicia, Vacaville, and Vallejo have in-house legal departments where the City Attorney and staff are city employees. Generally, cities with larger populations or charters have a city attorney as a full-time employee, although small cities may also choose this relationship.

In these in-house arrangements, the city attorney may also have a deputy city attorney and in addition to paying employee salaries, the city provides benefits, an office, membership to professional associations, continuing legal education, supplies, staff and secretarial assistance. The size and makeup of these offices vary; the 2017 Full Time Equivalent (FTE) department staffing was 2.75 in Benicia, 4.0 in Vacaville, and 11.0 in Vallejo.

Cities that have in-house legal services have a fixed cost (a large portion of the cost is comprised of salary and benefits), while cities that opt for outside counsel have a variable cost. Fixed costs are due regardless of usage while variable costs are paid only when used. It is incumbent upon the cities to look at the demand for services to find the most suitable option.

The following table reflects a five-year comparison of in-house salary and benefits for the City Attorney position.

Table 1 – In-House City Attorney Salary & Benefits Data

| City | FYE 2012 | FYE 2013 | FYE 2014 | FYE 2015 | FYE 2016 |
|-----------|-----------|-----------|-----------|-----------|-----------|
| Benicia | \$266,830 | \$254,451 | \$265,266 | \$265,266 | \$292,170 |
| Vacaville | \$283,313 | \$302,756 | \$326,567 | \$351,581 | \$398,747 |
| Vallejo | \$244,413 | \$303,772 | \$322,749 | \$372,157 | \$367,117 |

Source: transparentcalifornia.com website

The cities of Dixon, Fairfield, Rio Vista, and Suisun City contract (outsource) with a law firm for their legal services. An attorney from within the contracted firm is usually appointed by the city council to act in the role of City Attorney.

An outsourced city attorney/firm is an independent contractor, which means that the attorney/firm and the city enter into a professional services agreement. This agreement generally provides that the city attorney will provide services, as defined in the agreement, for a retainer. If a yearly retainer is not used, then the services are provided on an hourly fee basis.

A retainer generally provides for basic services such as attendance at city council and/or applicable meetings, phone call and email responses to city staff and elected officials' questions, drafting resolutions, ordinances and city contracts. A retainer can provide for a maximum number of service hours or unlimited service hours. If a maximum number of hours is provided for, then the city attorney is paid on a per hour basis once the maximum hours are reached each month.

The following table depicts the information provided to the Grand Jury in response to a Request for Information for the city's current contract/service agreement containing retainer and billing rate schedule.

Table 2 – Outsourced City Legal Services

| City | Dixon | Fairfield | Rio Vista | Suisun City |
|---|--|--|--|--|
| Document Effective Date | 8/12/15 | 7/1/17 | 3/7/11 | 6/2/09 |
| Monthly Retainer Amount | \$15,000 | \$46,800* | \$8,500 | \$7,500 |
| General/Basic Retainer Hours Covered Monthly | 108 | No limit | 40 | 50 |
| Excess Retainer Hourly Rate | Blended Rate for all legal professionals General/Basic \$150 | N/A | \$215 | Blended Rate for all legal professionals General/Basic \$150 |
| Special Non-Basic Hourly Rate | Blended Rate for all legal professionals \$225 | Shareholder/Sr Attorneys \$300-\$330 Associates \$195-\$235 Asst/Paralegal \$140-\$160 | Shareholder/Of Counsel \$225-\$300 Principles \$210-\$250 Associate \$190-\$240 Paralegals \$90-\$125 Doc/Law Clerk \$85-\$110 | Blended Rate for all legal professionals \$200 |

* Fairfield – Document provided an annual retainer rate for all general services of \$561,600. Monthly figure listed is 1/12 of annual amount.

B. The City Attorney Comparison Tables and Charts

Municipal Law is the area of law specific to the function of a city or county and their governmental bodies. Illustrated in the following condensed table are some of the duties and responsibilities of a city attorney. This is not an all-inclusive list. It is used only to demonstrate the complexities facing city attorney offices and gathered by perusing city websites and responses to informational requests; an empty box does not necessarily mean the function is not performed, rather than it was not listed.

Table 3 – City Attorney Duties List

| DUTIES | I-BENICIA | O-DIXON | O-FAIRFIELD | O-RIO VISTA | O-SUNSHINE CITY | I-VACAVILLE | I-VALLEJO |
|--|------------------|----------------|--------------------|--------------------|------------------------|--------------------|------------------|
| I = In-House City Attorney | | | | | | | |
| O = Out-Sourced City Attorney | | | | | | | |
| Legal Services, Litigation, Risk, and Administrative | | | | | | | |
| -sets liability claims, insurance and indemnification standards | X | | | X | X | X | X |
| -reviews insurance and contracts for compliance | X | | | | X | X | X |
| -reviews claims and potential claims mitigating damages to improve conditions | X | | | | X | X | X |
| -advice on topics (water, wastewater, police, fire, parks, special districts, community services & legislation affecting the city) | X | X | X | X | X | X | X |
| -prepares/reviews agreements, letters, documents, ordinances, deeds, pleadings & resolutions | X | X | X | X | X | X | X |
| -performs legal research | X | X | X | X | X | X | X |
| -maintain administrative policies & procedures in the legal dept. | X | | | X | X | X | X |
| -prepares election documents | X | | | | | X | |
| -supervise/review work of legal & clerical support staff, and dept. budget | X | | | | | X | X |
| -support and advise city manager, committees, city council, commissions, boards, Human Resources, and staff | X | X | X | X | X | X | X |
| -attend regular meetings of the City Council or City Manager | X | X | | X | X | X | X |
| -ex-officio (prosecuting attorney) and prosecuting criminal violations against city | X | | | | X | X | X |
| -litigating appeal or petition for extraordinary relief to courts of appellate jurisdiction | | X | X | | | | X |
| -coordinates special legal counsel, appraisers, engineers, technical and expert services for civil litigation/proceedings | X | X | | X | X | X | X |
| -attendance at planning commission and other committees created by city council | | | | X | X | X | X |
| -handle real estate transactions, acquisitions, sale and lease review/negotiations | | | | X | X | X | |
| -research and services related to wetlands regulatory issues | | | | X | X | | |
| -public finance and bond issues | | | | X | X | X | |

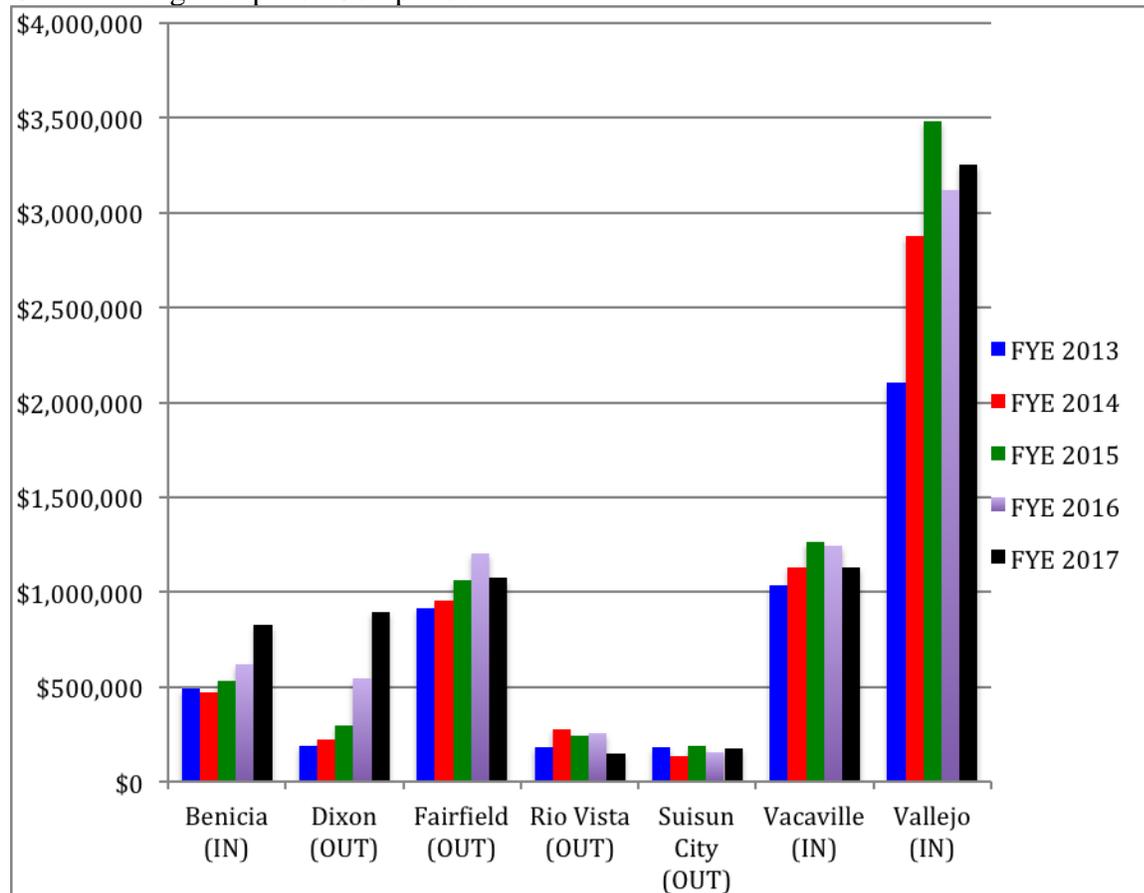
The following table specifies which cities have in-house or outsourced City Attorneys. It also provides a five-year comparison of total reported legal expenditures by city. The figures do not include lawsuit settlement agreements paid out by an insurance provider. Settlements can stem from litigation involving police activity, human resources (personnel) issues, land use, etc.

Table 4 – Total Legal Expense Data

| | | Total of Expenditures for all legal related expenses across all funds, departments, and accounts. | | | | |
|-------------|------------|---|-------------|-------------|-------------|-------------|
| City | Type | FYE 2013 | FYE 2014 | FYE 2015 | FYE 2016 | FYE 2017 |
| Benicia | In-House | \$490,862 | \$474,826 | \$535,463 | \$617,363 | \$824,962 |
| Dixon | Outsourced | \$191,886 | \$221,586 | \$298,301 | \$543,236 | \$898,019 |
| Fairfield | Outsourced | \$916,382 | \$953,801 | \$1,065,800 | \$1,200,528 | \$1,073,526 |
| Rio Vista | Outsourced | \$185,153 | \$277,681 | \$243,376 | \$251,227 | \$147,857 |
| Suisun City | Outsourced | \$180,456 | \$134,445 | \$190,260 | \$152,166 | \$177,147 |
| Vacaville | In-House | \$1,033,799 | \$1,128,506 | \$1,263,868 | \$1,242,453 | \$1,132,771 |
| Vallejo | In-House | \$2,103,385 | \$2,878,304 | \$3,481,885 | \$3,114,059 | \$3,255,821 |

The following legal expense bar chart is a depiction of the data listed in Table 4 showing the annual fluctuations within the cities.

Chart 1 – Legal Expense Comparison



The following table presents a quantitative comparison of the legal costs based on population.

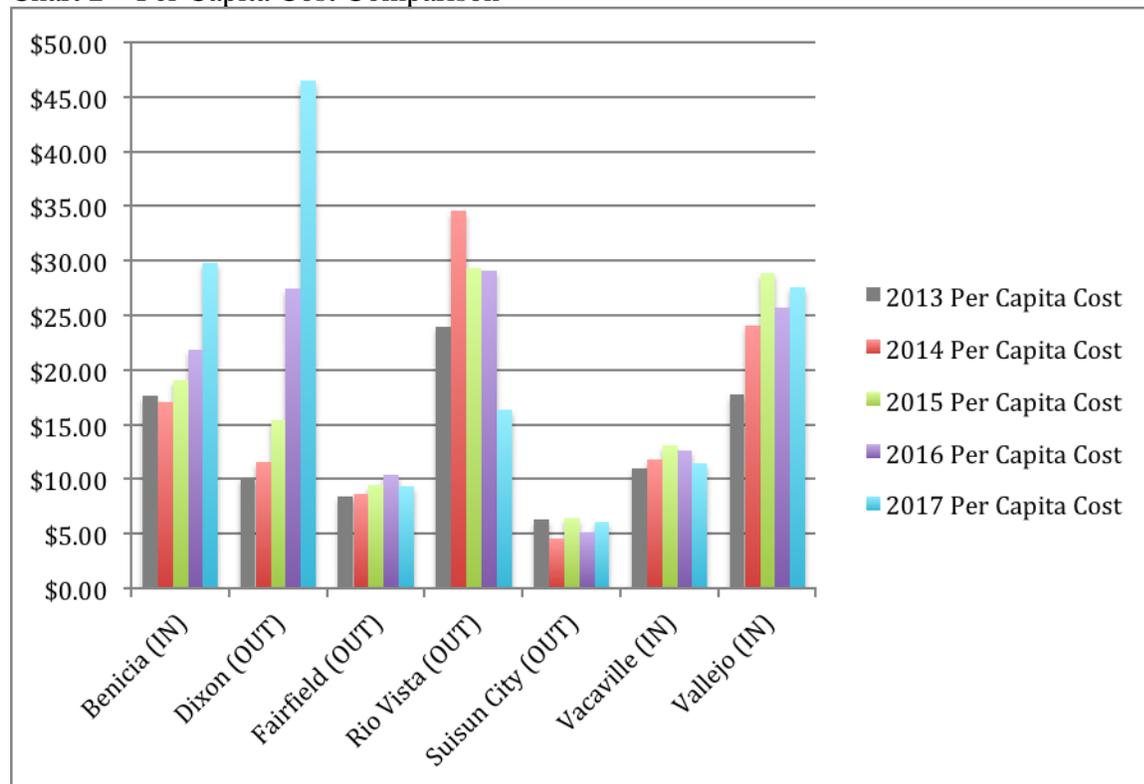
Table 5 – Population and Per Capita Cost Data³

| City | 2013 Pop. | 2013 Per Capita Cost | 2014 Pop. | 2014 Per Capita Cost | 2015 Pop. | 2015 Per Capita Cost | 2016 Pop. | 2016 Per Capita Cost | 2017 Pop. | 2017 Per Capita Cost |
|-------------|-----------|----------------------|-----------|----------------------|-----------|----------------------|-----------|----------------------|-----------|----------------------|
| Benicia | 27,864 | \$17.62 | 27,831 | \$17.06 | 28,053 | \$19.09 | 28,174 | \$21.91 | 27,695 | \$29.79 |
| Dixon | 18,917 | \$10.14 | 19,094 | \$11.61 | 19,309 | \$15.45 | 19,806 | \$27.43 | 19,298 | \$46.53 |
| Fairfield | 109,127 | \$8.40 | 110,792 | \$8.61 | 112,518 | \$9.47 | 114,756 | \$10.46 | 114,157 | \$9.40 |
| Rio Vista | 7,727 | \$23.96 | 8,027 | \$34.59 | 8,313 | \$29.28 | 8,641 | \$29.07 | 9,019 | \$16.39 |
| Suisun City | 28,732 | \$6.28 | 29,147 | \$4.61 | 29,366 | \$6.48 | 29,505 | \$5.16 | 29,295 | \$6.05 |
| Vacaville | 94,090 | \$10.99 | 95,519 | \$11.81 | 96,419 | \$13.11 | 98,303 | \$12.64 | 98,456 | \$11.51 |
| Vallejo | 118,669 | \$17.72 | 119,802 | \$24.03 | 120,759 | \$28.83 | 121,299 | \$25.67 | 118,280 | \$27.53 |

* Annual population for 2017 was obtained from the County of Solano FY2017/18 Recommended Budget. The remaining years were obtained from an Internet search by city. Listed sources included: United States Census Bureau.

The following per capita bar chart is a depiction of the data listed in Table 5 showing annual city fluctuations

Chart 2 – Per Capita Cost Comparison



³ Per capita is a Latin term that translates into "by head," basically meaning "average per person." Per capita can take the place of saying "per person" in any number of statistical observances. Per capita data is often used to make economic data comparable across entities of different sizes. Where absolute data is not comparable, per capita data can be used, as it is independent of city size.

COMMENTS

The following is a list of selected attributes of In-house and Outsourced City Attorneys.

| <u>In-house Attorney</u> | <u>Outsourced Attorney</u> |
|--|--|
| <ul style="list-style-type: none">• provides institutional knowledge⁴, accessibility and continuity• has an intimate and expanding knowledge of the city, its employees and citizens/public• is readily accessible with no thought of an hourly fee• contributes leadership skills• can help the organization develop and manage future risk• has a unique opportunity to build community trust• as a municipal employee has a set hour work day schedule which provides the budget with a fixed cost associated with salary and benefits• in an increasingly complicated legal environment, a generalist has limits in specialty areas of the law | <ul style="list-style-type: none">• offers third party perspective and impartiality• has access to expertise and knowledge of other municipalities, histories and responses• skilled in or has access to specialty areas such as water rights, land use, regulatory issues, and California Environmental Quality Act• can be cost effective as only services rendered are chargeable• clinical approach to risk management• is skilled at providing immediate cost effective answers• as a consultant there are no employee benefits and terminating a contract usually involves no monetary penalties |

This list provides a cautionary tale that when a city is analyzing the system that is appropriate for its method of governance, it must understand that both in-house and outsourced legal counsel provide value with merits and drawbacks of their own.

COURTESY COPIES

City of Benicia Mayor
City of Dixon Mayor
City of Fairfield Mayor
City of Rio Vista Mayor
City of Suisun City Mayor
City of Vacaville Mayor
City of Vallejo Mayor

⁴ Institutional knowledge is gained by organizations translating historical data into useful knowledge and wisdom.

City Manager of Benicia
City Manager of Dixon
City Manager of Fairfield
City Manager of Rio Vista
City Manager of Suisun City
City Manager of Vacaville
City Manager of Vallejo

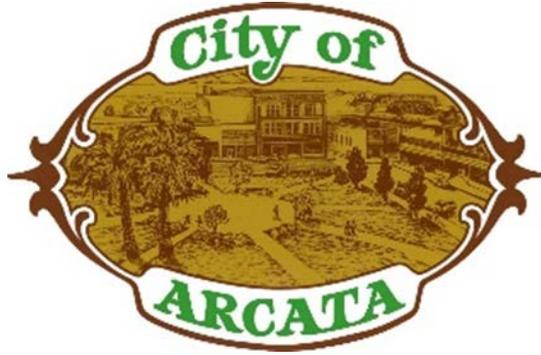
This is an informational report. No response is required

| City | City Population | In-house City Attorney - Y or N | If Contract City Attorney - Provide Firm |
|-----------------------|-----------------|--|--|
| Alameda | 78,000 | Y - 21 FTE: 1 City Attorney 1 Chief Assistant City Attorney 1 Director of Rent Program 1 Police Auditor 1 Chief Planning Council 4 Assistant City Attorney II 1 Assistant City Attorney I 1 Deputy City Attorney I 3 Paralegal 3 Housing Specialist II 1 Account Clerk 1 Management Analyst 1 Admin Management Analyst 1 Administrative Services Coordinator | |
| Albany | | | |
| Arcata | 17,000 | N | Nancy Diamond Law. She is retiring and we are in the process of hiring another firm and should have that decided within next 2 weeks |
| Atherton | | | |
| Auburn | 14,000 | N | Colantuono, Highsmith & Whatley, PC |
| Belmont | | | |
| Benicia | 27,000 | N | Burke Williams |
| Brentwood | 64,513 | Y - 6 FTE 1 City Attorney 1 Dep CA 2 Asst CA 1 Exec Asst 1 Admin Secretary | |
| Brisbane | | | |
| Burlingame | 30,106 | Y - 3.5 FTE 1 City Attorney 1-Assistant CA 1-Code Enforcement/Sr. Risk Analyst 1/2 shared Exec Asst. | Contract for speciality services i.e. some litigation and personnel |
| Capitola | | | |
| Ceres | 49282 | N | White Brenner |
| Chico | | | |
| Carmel-by-the-Sea | 4 | N | Burke , Williams & Sorensen |
| Citrus Heights | | | |
| City of Half Moon Bay | 11,500 | N | Shute, Mihaly & Weinberger LLP |
| City of King | | | |
| City of Suisun City | | | |
| Clayton | | | |
| Clearlake | 17,000 | N | Jones and Mayer |
| Concord | 124,000 | Y - 5 FTE 1 City Attorney 1 Asst. City Attorney 2 Senior Assistant City Attorneys 1 Executive Legal Secretary | |
| Daly City | | | |
| Danville | | | |
| Davis | | | |
| Dixon | 19,000 | No | Whitebrenner https://whitebrennerllp.com/ |
| Dublin | 80,000 | No | Meyer's Nave |
| East Palo Alto | | | |
| El Cerrito | | | |
| Elk Grove | | | |
| Fairfield | 120,000 | N | Richard Watson and Gershon |

| City | City Population | In-house City Attorney - Y or N | If Contract City Attorney - Provide Firm |
|-----------------|-----------------|--|---|
| Folsom | 83,269 | Yes - 4 FTE 1 City Attorney 1 Asst. City Attorney 1 Legal Analyst 1 Legal Secretary | Outside Counsel on some cases - BBK Law |
| Foster City | | | |
| Fremont | | | |
| Galt | 26,000 | No however Executive Assistant to CM and Assistant City Clerk support Inteim City Attorney | BB&K |
| Gilroy | | | |
| Gustine | 6,000 | No | Best Best & Krieger |
| Healdsburg | 12,000 | N | Burke , Williams & Sorensen |
| Lakeport | | | |
| Lodi | | | |
| Los Altos | | | |
| Los Altos Hills | | | |
| Los Gatos | 32,500 | Yes - 2 FTE 1 Town Attorney 1 Administrative Technician | |
| Mammoth Lakes | | | |
| Manteca | | | |
| Marina | | | |
| Martinez | | | |
| Menlo Park | | | |
| Merced | | | |
| Millbrae | 22,487 | N | Hansn Bridgett |
| Milpitas | | | |
| Modesto | | | |
| Monterey | | | |
| Morgan Hill | | | |
| Mountain View | | | |
| Napa | 79,000 | Y - 5 FTE 1 City Attorney 1 Asst City Attorney 1 Deputy City Attorney 1 Legal Analyst 1 Legal Assistant | |
| Novato | 50,000 | N | Colantuono, Highsmith & Whatley, PC |
| Oakland | | | |
| Oakley | 45000 | No | Cole Huber LLP |
| Orinda | 19,500 | No | Shute, Mihaly & Weinberger |
| Pacific Grove | | | |
| Pacifica | | | |
| Palo Alto | 66,700 | Yes | Some outside specialty Counsel (Employment) |
| Petaluma | | | |
| Piedmont | 1,000 | No | Burke, Williams & Sorenson |
| Pinole | | | |
| Pittsburg | | | |
| Pleasant Hill | 36000 | No | BBK |
| Pleasanton | | | |
| Rancho Cordova | 80,000 | N | Meyers Nave |
| Redding | | | |

| City | City Population | In-house City Attorney - Y or N | If Contract City Attorney - Provide Firm |
|---------------------|-----------------|---|--|
| Redwood City | 81,643 | Y - 6 FTE 1-City Attorney 1-Sr Assistant City Attorney 2-Dep City Attorney 1-Adm Assistant 1-Adm Secretary | Contract with BBK, LCW for additonal legal support. |
| Richmond | | | |
| Rocklin | | | |
| Rohnert Park | 44,547.00 | N | Burke, Williams & Sorenson |
| Roseville | | | |
| Sacramento | 533,321 | Y - 62 FTE | |
| Salinas | 163,500 | Y - 6 FTE 1 City Attorney 3 Assistant City Attorney 1 Office Tech 1 Legal Sec-Risk Tech | |
| San Bruno | | | |
| San Carlos | | | |
| San Jose | | | |
| San Leandro | | | |
| San Luis Obispo | 47,545 | Yes - 8 FTE 1 City Attorney 1 Assistant City Attorney 1 Deputy City Attorney 1 temporary Assistant City Attorney 1 Analyst 1 Paralegal 2 Legal Assistants | |
| San Mateo | 104,000 | Y - 5 FTE 1 City Attorney 3 Assist City Attornies 1 Exec Sec to City Attorney | |
| San Pablo | 36,000 | Y - 2 FTE 1 City Attorney 1 Paralegal II | |
| San Rafael | 61,000 | Y - 3.5 FTE 1 Elected City Attorney (part-time) who is not on-site, but attends all Council Meetings, court dates, etc. 1 FT on-site Assistant City Attorney 1 Deputy City Attorney 1 Legal Assistant | |
| San Ramon | 83,820 | Y - 4 FTE 1 City Attorney 1 Asst. City Attorney 1 Paralegal 1 Contracts Coordinator | Y - City contracts with Liebert, Cassidy, & Whitmore for personnel matters |
| Santa Clara | | | |
| Santa Cruz | | | |
| Santa Rosa | | | |
| Saratoga | | | |
| Seaside | | | |
| South Lake Tahoe | | | |
| South San Francisco | | | |
| St. Helena | | | |

| City | City Population | In-house City Attorney - Y or N | If Contract City Attorney - Provide Firm |
|----------------------|-----------------|--|---|
| Sunnyvale | 156,317 | Yes - 7 FTE 1 City Attorney 2 Senior Assistant CA 2 Assistant CA 1 Paralegal/Senior Legal Asst 1 Legal Asst | Receive litigation support from a variety of firms (incl. LCW, BBK, Fox) |
| Town of Hillsborough | | | |
| Town of Los Gatos | | | |
| Town of Yountville | 3,400 | | Colantuono, Highsmith & Whatley |
| Tracy | 96,000 | Y - 3 FTE 1 Assistant 1 Deputy 1 Legal Secretary | Contract for specialty services and litigation |
| Truckee | | | |
| Ukiah | | | |
| Union City | | | |
| Vacaville | 100,000 | Y - 7 FTE 1 CA 2 Assistants 2 Deputy 2 Support Staff | |
| Vallejo | | | |
| Visalia | 140,000 | No | 1) Peltzer & Richardson; 2) Herr, Pederson & Berglund for litigation and employment |
| Walnut Creek | 68,695 | Y - hybrid model. 1. Asst City Attorney | Meyers Nave |
| Watsonville | 52,000 | No | Burke, Williams & Sorensen, LLP |
| West Sacramento | 54,000 | | Kronic, Moskovitz, Tiedemann & Girard |
| Woodland | | | |
| Woodside | | | |



REQUEST FOR PROPOSALS (RFP)

City Attorney Services for the City of Arcata

Date Released: March 27, 2023

PROPOSALS SUBMITTAL DEADLINE:

April 27, 2023 at 4:00 p.m.

**The City of Arcata
736 F Street
Arcata, CA 95521**

General Information

The City Council of the City of Arcata (“City”) is seeking proposals from interested and qualified contract attorneys and legal firms to provide legal services and serve as primary attorney for the City. The City Attorney is appointed by and serves at the pleasure of the City Council, and works closely with the Council, City Manager, and, at the City Manager's direction, other City staff. The City Attorney is not a City employee and is not entitled to the benefits of a City employee; the position is strictly on a contractual basis. The City reserves the right to retain or employ other attorneys or special counsel as may be needed, in its sole judgement, to take charge of any litigation or legal matters to assist the City.

The City invites interested law firms and individuals with a minimum of five (5) years of municipal law experience representing general law cities to submit a written proposal to provide City Attorney services. The City seeks a City Attorney who will provide clear, understandable, and independent legal advice. The firm/individual must be qualified to provide expertise in the area of general municipal law, including for example planning, zoning, environmental review, construction, municipal finance, the Public Records Act, Brown Act, ethics, conflict of interest laws, litigation, municipal employment law, and labor relations statutes.

Through this Request for Proposals (RFP), the City intends to enter into a professional services agreement for an initial one-year agreement, with the option for the City to renew the agreement for four successive one-year terms. The City expects the contracted services to average 40-60 hours per month.

Background

Arcata rests on the ancestral lands of the Wiyot peoples. The City became incorporated as the “Town of Union,” was shortly after renamed “Arcata” in 1860, and reincorporated as a General Law city in 1903. By 2023, the City of Arcata has grown to an estimated population of approximately 19,800 residents. Arcata developed the unique modern character we enjoy today by integrating its diversified and abundant natural, human and economic resources within the region. The region boasts the highest non-profit organizations per capita statewide. The City is committed to eliminating racial disparities in partnership with Cal Poly Humboldt University and the business community.

Arcata is a general law city which operates under the Council-Manager form of government, with five councilmembers. Councilmembers are elected to four-year overlapping terms on an at-large basis; the Mayor typically rotates annually so each councilmember has an opportunity to serve as Mayor. The City Council is the legislative body responsible for overall policy development and direction of the City. In addition, the City has a variety of resident committees, boards, and commissions that provide input and help conduct City business.

The City provides an extensive array of services including a police department, a small public transit operation, recreation programs, facility rentals, planning services, building permits, housing programs, economic development, water distribution, wastewater collection and treatment, maintenance of stormwater systems and public rights-of-way, a municipal community forest that includes timber harvest operations, many parks and an extensive trail system as well as all of the traditional internal management support functions. Several of these operations function as enterprises within the City organization. The City has a current annual operating and capital budget of approximately \$30 million, and a regular staff of approximately 130 full-time equivalent employees.

The City belongs to a risk management pool (CIRA: California Intergovernmental Risk Authority), which provides legal assistance with workers compensation, general liability and property claims. Normally, the City Attorney is not expected to represent the City in matters covered by the joint risk pool.

RFP Content

| | |
|-----------------------------|------------|
| Proposal Submission Process | Page 3 |
| Selection Schedule | Page 4 |
| Scope of Services | Page 5 |
| Budget | Page 6 |
| Proposal Requirements | Page 7 |
| Evaluation Process | Page 9 |
| General City Requirements | Page 10 |
| Sample Contract | Appendix A |

Proposal Submittal

One (1) electronic copy of the Proposal shall be submitted in PDF format, using one of the following two methods:

- 1) Proposals may be submitted on either a USB drive or compact disc within a sealed envelope with the proposer's name and labeled "**Arcata City Attorney Services Proposal,**" delivered to:
City Manager's Office
Attn: Contracts and Special Projects Manager
736 F Street
Arcata, CA 95521
- 2) Proposals may be submitted via email attachment with "**Arcata City Attorney Services Proposal**" in the Subject line, delivered to: dallred@cityofarcata.org. Proposals successfully submitted via email will receive a "Reply" email stating that the proposal has been received. It is the proposer's responsibility to ensure the proposal is successfully received before the deadline. Applicants may call (707) 825-2101 to confirm/follow-up on receipt of their proposal.

Cost proposals shall be submitted in a separately sealed envelope or separate email attachment labeled with "**Arcata City Attorney Services COST PROPOSAL.**" Cost proposals will be opened before selecting the City Attorney, but after the qualifications and experience of each proposer are assessed and ranked. The City may accept the selected proposer's cost proposal or negotiate with the most qualified, responsive proposer. If negotiations are unsuccessful, the City may enter negotiations with the next most qualified proposer.

City of Arcata Zero Waste Action Plan

Proposals shall be prepared double-sided. Proposals shall not include plastic binding or plastic covers.

Withdrawal of Proposal

Any proposal may be withdrawn at any time prior to the date and time fixed for the opening of the proposals by submitting a written request to the Arcata City Manager. The request shall be signed by an individual authorized to bind the respondent.

Proposals and Public Records

Until award of the contract, the proposals shall be held in confidence and shall not be available for public review. Upon award of a contract to the successful respondent, all proposals shall be public records. No proposal shall be returned after the date and time set for opening thereof. All proposals, shall become the property of the City of Arcata.

Inquiries

Questions regarding this RFP should be submitted **in writing** to:

*Danielle Allred, Contracts and Special Projects Manager
City of Arcata, 736 F Street, Arcata, CA 95521
Email: dallred@cityofarcata.org*

Respondents are directed not to contact other City staff or City Council in conjunction with this request. All queries must be submitted in writing.

Substantive requests for information received may be responded to in writing by the City in the form of an addendum to this RFP and sent to all RFP recipients.

Addenda

It shall be the respondent's responsibility to check the City of Arcata's website to obtain any addenda that may be issued for the RFP. Addenda should be acknowledged in the Transmittal Letter.

Selection Schedule

| | |
|----------------------------|------------------------------------|
| City Release RFP | March 27, 2023 |
| Proposal Deadline | 4:00 p.m. Thursday, April 27, 2023 |
| Evaluation and Review | Early May 2023 |
| Interviews | Mid-May 2023 |
| Anticipated Contract Award | June 7, 2023 |

Project Introduction

This opportunity arose when the outgoing City Attorney who served the City for over 25 years announced her intent to retire from the City. As City Attorney, the selected individual or law firm will be expected to provide a wide range of legal services to the City. The City Attorney works closely with the City Manager, Department Directors, and other staff. The City Attorney's primary role is to provide expert legal advice to the City Council, City Manager, and Department Directors. The City Attorney is expected to establish, develop, and maintain a good working relationship with the City Manager. The City Council believes this

is crucial to the success of the City. The selected City Attorney shall perform the tasks specified in this RFP and others, as needed and directed by the City Manager and/or City Council.

The City utilizes the Microsoft Office suite of software. Compatibility with Microsoft Word and Excel is required. It is also a requirement that the City Attorney maintain internet services such that e-mail and digital files can be transmitted between staff and the City Attorney electronically.

Scope of Services

The general responsibilities of the City Attorney include, but are not limited to, the following:

1. Provide clear, concise legal advice and consultation, as requested by members of the City Council, the City Manager and staff; contacts are usually made via telephone and e-mail, and response is generally expected within the week.
2. Attend City Council meetings, as requested (depending on legal concerns on agenda items) and be prepared to advise the City Council on matters on the agenda as well as procedural or substantive issues that arise during the meeting. Attendance at City Council subcommittee meetings, joint meetings with other committee chairs, and Planning Commission meetings may be requested from time to time.
3. Provide guidance concerning requirements of the Brown Act, Conflicts of Interest, the Political Reform Act, the Public Records Act, California Environmental Quality Act (CEQA), civil and criminal enforcement, due process and other legal requirements imposed by statute and common law, as well as a working knowledge of municipal employment practice, labor relations statutes and public administration.
4. Prepare, review, revise, and approve as to form documents as requested, including but not limited to ordinances, resolutions, staff reports for City Council meetings, contracts, agreements, leases, deeds, and other documents prepared by City staff with legal considerations.
5. Review and provide guidance on proposed updates to the City's Municipal Code and Zoning Code, including updates required by state and federal housing legislation.
6. Review and provide advice as needed on CEQA process and documents, and on land use decisions including appeals, public improvements, easements, dedications, rights-of-way, and other related documents.
7. Advise the City regarding taxes, assessments, fees, Proposition 218, debt issuances, and other tax related matters.
8. Represent the City in litigation for actions and other proceedings brought against City, its elected officials, appointed officers and agents, and keep the City Council and City Manager regularly apprised of litigation developments.
9. Upon request by the City Manager or City Council, the City Attorney may be involved with outside expert legal counsel in matters related to employment law, workers' compensation, labor

negotiations, bond counsel, government tort claims filed against the City and general liability litigation covered by the City's Joint Powers Insurance Association (JPIA) pool providers.

10. The City may propose additional tasks as deemed necessary to complete the assignment. Any additional work shall be compensated, as agreed upon in the Legal Services Agreement between the successful firm and the City.

Responding applicants shall furnish verifiable evidence that the individual or the firm and their personnel meet the following qualifications:

- A. Individual seeking to be appointed as City Attorney (Applicant) must be a licensed and active member of the California State Bar.
- B. Applicants must provide five appropriate references, at least three (3) of which should be from public entities, that may be contacted by the City for background information and qualification.

Further, it is desirable that the City Attorney have experience, knowledge, skills and ability in the following areas:

- i. Designing, drafting updating and interpreting Municipal Code sections and regulations.
- ii. Experience with and knowledge of the law governing a General Law city in California, including but not limited to, labor/employment training and personnel investigations, workers compensation, and disability issues/ADA/FEHA, as well as administrative law including, but not limited to, the Brown Act, the Public Records Act, Elections Code, public bidding and procurement and contracts.
- iii. Experience regarding land use regulations related to public land use and planning, public utilities, and environmental law, including CEQA, general plans, housing authorities, and code enforcement actions. Knowledge of regulations pertaining to, water and sewer utilities, solid waste/recycling, hazardous materials, brownfields, and coastal issues, including urban run-off/stormwater discharge.
- iv. Litigation experience or experience monitoring or supervising litigation activity within a firm. Knowledge of public entity tort claims; labor and employment matters; police department legal matters, including public safety defense; matters pertaining to construction law, public works, and prevailing wage; and writ litigation and appellate procedures.
- v. Experience with and knowledge of real property proceedings, including but not limited to, condemnation/eminent domain, unlawful detainer/eviction (commercial), development/redevelopment/compensation agreements, and real estate transactions.
- vi. Demonstrated ability to speak clearly, concisely, and effectively in public.

Budget

While the scope and contractual relationship with a new City Attorney will be negotiated through this RFP process, the City Council's adopted budget for City Attorney services (including legal consultations, litigation, and other department supplies) for the three prior fiscal years averaged \$215,0000.

Proposal Format

Respondents shall submit a concise proposal clearly addressing all of the requirements outlined in this RFP. To be considered responsive, the proposal must provide specific answers to all questions and requests for information. It is important that the respondent address and/or acknowledge all items presented in this RFP, and provide any other pertinent information that may be helpful in the City's evaluation of the proposal.

1. Letter of Transmittal. The proposal shall include a transmittal letter, signed by a duly authorized representative of the firm/attorney, and must include the name, address, telephone number and email address of the Respondent and those (if necessary) to whom any correspondence should be directed. The letter shall contain a statement to the effect that the proposal and fee schedule are valid and binding for 180 days.
2. Description of Law Firm and Approach. Discuss the firm/attorney's proposed approach to providing municipal legal services in a way that demonstrates the Respondent's understanding of the needs of the City of Arcata and makes a case for why the Respondent's firm is the best suited to meet those needs. Describe the nature of your/the law firm's practice, as well as qualifications for providing legal services as City Attorney for the City of Arcata. Identify and provide a professional chronology of the individual who will be designated to serve as City Attorney as well as for others who you anticipate will be involved in providing legal services to the City. Describe the intended office location and accessibility to the City of Arcata. Describe the response time we can expect from the City Attorney to inquiries made by the City Council, City Manager, and staff.
3. Experience and Qualifications. Provide the overall capabilities, qualifications, training and areas of expertise for each of the partners/principals and associates that may be assigned to work with the City, as they relate to the desired qualifications and experience described in the Scope of Services. Experience and Qualifications statements should address, but not necessarily be limited to:
 - a. Name of individual(s) with résumé(s), publications, scholastic honors, and professional affiliations, and length of employment with the firm.
 - b. Specialization, legal training, years of practice, and years of public sector practice.
 - c. Municipal or other public sector experience and knowledge of California Municipal Law.
 - d. Litigation experience and demonstration of a good court track record. Cite examples of municipal (general law) litigation experience.
 - e. Experience with and knowledge and practice of law representing general law cities relating to land use and planning, environmental law including CEQA, general plans, real estate, code enforcement, public safety, administrative law, public works construction, and other related law.
 - f. Experience in the area of contracts and franchises.

- g. Experience in the preparation and review of ordinances and resolutions for general law cities.
 - h. Experience in the area of personnel, workers' compensation, general liability and employee relations.
 - i. Experience in municipal Water and Wastewater enterprises.
 - j. Experience in conflict resolution, managing disputes, and anticipating legal issues.
 - k. If the firm/individual, or any of the attorneys employed by the firm, have ever been sued by cities or public agency clients for malpractice, been the subject of complaints by a city or public agency filed with the State Bar, or had discipline imposed by the State Bar, please provide information on the nature of the incident, the dates of which the matter began and was concluded, and the results of the situation.
4. Additional Services. Identify any other services and expertise the firm/attorney can provide beyond the Scope of Services and identify which are subject to additional costs to the City and which are not subject to additional costs.
5. Current Clients / Conflicts of Interest.
- a. Please list all current or former clients residing in Humboldt County or having an interest in a business or owning an interest in property within the City of Arcata's sphere of influence within the past three (3) years.
 - b. Please list all cities (general law and charter) and other public clients for which you or your firm currently provides services under a fee for services basis or on a retainer basis.
 - c. Please identify any foreseeable potential conflicts of interest which would result from such representation and the manner in which you would propose to resolve such conflicts.
6. References. Provide five (5) recent client references, at least three (3) of whom are municipal (preferred) or public agencies, with contact information, including the contact's name, title, agency, phone and email address. Specify the client location, consultant firm members and participating individuals, and their roles on the team (City Attorney, Deputy City Attorney, legal staff, etc.), type of work, and other relevant information.
7. Additional Information. In this section, provide any other information that you believe is applicable to the evaluation of the proposal or your qualifications for providing the proposed legal services. You may use this section to address those aspects of your services that distinguish you from other firms/attorneys.

Cost Proposal (submitted as separate digital file):

8. Proposed Compensation and Reimbursement. Billing proposals should consider the scope of work and hourly involvement by each staff/law firm member. Describe how you/your firm will aid the City in remaining within the adopted budget resulting from the award of this contract. Specify how long the prices quoted will be binding.

Please describe how you/the firm intend(s) to charge for legal services and provide a fee schedule.

- a. If hourly rate billing is proposed, please state the hourly rates for the designated City Attorney and any other attorneys or paralegals assisting such person in providing services; provide the fee schedule/hourly rates in a table format.
- b. If a monthly retainer is proposed, how many hours per month would be included and what services would be performed as part of the retainer? Describe what occurs when the City requires fewer or more hours of service in a given month. What specific services would not be included in a retainer?
- c. Please define any “extra” services, such as litigation, and describe if such services will be billed at a different hourly rate or basis.
- d. Are charges ever shared between clients, and if so, what method is used?
- e. Specify which items, if any, are billed separately and at what rate. Such items might include telephone and fax charges, postage, duplicating/printing, out-of-pocket expenses, and mileage/travel time.

Evaluation Criteria and Selection Process

The City Council will determine the process by which the proposals are reviewed, although it is anticipated that the material submitted in the proposals, interviews with the firms, a thorough background check, and references will be the determinative factors in making a selection. Proposed fee arrangements, experience, service delivery and other qualifications will all be important selection factors.

The following (among other attributes at the Council’s discretion) shall be considered during the evaluation process:

- The Applicant meets the qualifications identified in the RFP, provides adequate range of services and support to the City, and demonstrates a depth of expertise and familiarity with all applicable matters of municipal law.
- The Applicant is properly licensed to practice law in the State of California.
- The Applicant has no or few conflicts of interest with regard to any work performed by the attorney/firm for the City, and all potential conflicts have been identified.
- The Applicant demonstrates sound judgment, integrity, and reliability and maintains a strong reputation in the field of municipal law, as determined by references and background checks.
- Overall knowledge and experience levels in the different areas of law identified in the Scope of Services.
- Ability to meet the workload capacity required by the City and the overall depth of the firm/attorney’s in-house resources.
- Capability to perform City Attorney services promptly and in a manner that permits the City Council and City staff to meet established deadlines.

- Applicant possesses strong and effective written and oral communication skills.
- Cost of providing proposed legal services.
- Other qualifications or criteria deemed appropriate by the City Council.

The City Council reserves the rights and options to:

- Reject any or all of the submittals;
- Waive any of the provisions in the Request for Proposals;
- Issue subsequent Requests for Proposals;
- Cancel the Request for Proposal process;
- Waive any technical error in the responses it receives;
- Negotiate with any, all, or none of the respondents to the Request for Proposals in regard to costs or to further refine the scope of services to be provided;
- Award a contract or contracts to more than one firm for different services.

All contacts during the evaluation phase shall be through the City of Arcata Contracts and Special Projects Manager. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

General Requirements and Authority of the City of Arcata

Each respondent submitting a proposal acknowledges and agrees that the preparation of all materials for submittal to the City and all presentations, related costs and travel expenses are the respondent's sole expense and the City shall not, under any circumstances, be responsible for any cost or expense incurred by the respondent. In addition, each respondent acknowledges and agrees that all documentation and/or materials submitted with the proposal shall remain the property of the City.

All reports, studies, information, data statistics, forms and other materials produced under the agreement between the City and the successful consultant shall be the sole and exclusive property of the City of Arcata and may not be used or reproduced in any form without the express written permission of the City.

While operating in good faith, the City retains the right to reject any and all proposals, or parts of proposals for any reason whatsoever. Regardless of award, the City is not responsible for costs related to responding to this RFP. In addition, the proposal and other materials provided to the City in relation to this RFP will become the property of the City.

The City reserves the right to waive any formalities, defects, or irregularities in any proposal, response, and/or submittal where the acceptance, rejection, or waiving of such is in the best interests of the City. The City reserves the right to disqualify any proposal, before or after opening, upon evidence of collusion, intent to defraud, or any other illegal practice on the part of the respondent.

The attorney/firm selected shall notify the City of any possible conflict of interest prior to performing work requested by the City.

Contract

The selected firm/attorney will be required to enter into a written contract with the City on a form approved by the City Council. A sample of the City's standard Professional Services Agreement is provided as Appendix A; this document outlines the City's standard insurance requirements and contractual expectations. Any executed agreement for services by and between the City and proposing firm/attorney requires formal City Council approval. This RFP and the selected proposal, or any part thereof, may be incorporated into and made part of the final contract.

The laws of the State of California shall govern the contract executed between the successful Respondent and the City and any interpretations or constructions thereof. Further, the place of performance and transactions of business shall be deemed to be in the City of Arcata, State of California, and in the event of litigation, the exclusive venue and place of jurisdiction shall be in the State of California and more specifically, in Humboldt County.

The successful Respondent must obtain a valid City of Arcata Business License on or before commencement of work on the project.

Insurance Requirements

If selected, the firm/attorney will be required to meet the insurance requirements outlined in the sample contract (Appendix A).

Contract Exceptions

Include any proposed exception or changes to the sample contract (Appendix A) in your response. Any proposed exceptions or changes to these provisions will be subject to City approval. If no exceptions are included, the City will expect the proposer to be able to sign the City's contract.

Appendix A: Sample Contract

Purchase Order No. _____

CITY OF ARCATA PROFESSIONAL SERVICES AGREEMENT WITH

FOR _____

This Agreement is made on _____ between the City of Arcata, a municipal corporation (referred to as "City"), and _____, a _____ (referred to as "Consultant").

RECITALS

WHEREAS, the City desires professional services to assist in certain work described briefly as _____ referred to herein as the "Services" or "Project".

WHEREAS, Consultant has demonstrated competence, experience and qualifications adequate to perform said professional Services, and the City desires to retain Consultant for such Services.

1. Scope of Services: Consultant agrees to perform services as set out in Exhibit A, "Scope of Work, Compensation" attached hereto and incorporated herein, and duly authorized by issuance of Purchase Order No. set out above. No purchase orders are issued without a valid Agreement.

2. Standards of Performance:

A. *Standard of Care*. The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

B. *Accuracy of Services*. City shall not be responsible for discovering deficiencies in the technical accuracy of Consultant's Services. Consultant shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in City-furnished information. However, City shall be responsible for, and Consultant may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by City to Consultant pursuant to this Agreement. Consultant may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

C. *Special Conditions*. Consultant shall comply with all additional terms set forth in Exhibit B "Special Conditions," if any are so required: _____ Special Conditions; _____ No Special Conditions.

D. *Special Insurance Conditions*. Consultant shall comply with all additional terms set forth in Exhibit C "Special Insurance Conditions," if any are so required:

_____ Special Insurance Conditions; _____ No Special Insurance Conditions.

3. Compensation for Services, Payment:

A. *Compensation*. City shall pay Consultant as set forth in Exhibit A, not to exceed \$_____.

APPENDIX A: SAMPLE CONTRACT

- B. *Preparation and Submittal of Invoices.* Consultant shall prepare and submit its invoices to the person and address specified by the City's Designated Representative no more than once per month and no later than the ___ day of each month.
- C. *Payments.* All reasonable efforts will be made by City to pay undisputed invoices within _____ days of receipt. If City contests an invoice, City may withhold that portion so contested and pay the undisputed portion. Payment shall be made to the address specified by Consultant's Designated Representative.
- D. *Withholding of Payment.* The City may withhold all or any portion of the funds provided for by this Agreement in the event that the Consultant has materially violated, or threatens to materially violate, any term, provision, or condition of this Agreement; or the Consultant fails to maintain reasonable progress toward completion of the Services or any component thereof.

4. Commencement, Completion:

- A. *Commencement.* Services of Consultant shall commence upon full execution of this Agreement by all parties, and the Agreement shall remain in full force until _____. No work, services, material or equipment shall be performed or furnished under this Agreement until the City has delivered a fully executed Agreement to the Consultant. A signed Agreement is considered notice to proceed.
- B. *Time for Completion.* Consultant shall complete Services as set forth in Exhibit A. If City authorizes changes in the scope, extent, or character of the Services, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably. If Consultant fails, through its own fault, to complete the performance required in this Agreement within the time set forth, then City shall be entitled to the recovery of proximate damages resulting from such failure.
- C. *Suspension and Termination.*
 - 1) Suspension. At any time and for any reason, the City may temporarily suspend the Services upon five days' written notice to Consultant. In such event, Consultant shall perform no additional Services under this Agreement until the City has provided written notice to Consultant to re-commence Services.
 - 2) Termination. The obligation to provide Services under this Agreement may be terminated for cause by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate under this paragraph if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 - 3) Project Suspension or Abandonment. The City may for any reason and at any time suspend indefinitely the Services and/or abandon the Project, or any part thereof, upon written notice to Consultant.
- D. *Payments Upon Termination.* In the event of any termination under this Section 4, Consultant will be entitled to invoice the City and to receive payment for all acceptable services performed or furnished and all reimbursable expenses incurred through the effective date of termination.

APPENDIX A: SAMPLE CONTRACT

- E. *Delivery of Project Materials to City.* Prior to the effective date of termination, the Consultant will deliver to City all data and originals of all plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work and other materials for which City has compensated Consultant, and all such material shall become the property of the City upon delivery.
5. Independent Contractor: Consultant, in performing Services, shall act as an independent contractor and shall have control of his work and the manner in which it is performed. He/she shall be free to contract for similar services to be performed for others while under contract with the City. Consultant is not to be considered an agent or employee of the City. Consultant agrees to furnish at his/her own expense all tools, equipment, services, labor and materials necessary to complete all requirements of this Agreement.
6. Insurance: Consultant shall procure and for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees; and shall provide Certificates of Insurance as specified below. If Special Insurance Conditions are contained in Exhibit C, said conditions shall control.

Coverage shall be at least as broad as:

- A. *Commercial General Liability (CGL):* Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000 per occurrence for all covered losses. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. Additional insured coverage for the City shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits.
- B. *Automobile Liability:* ISO Form Number CA 00 01, covering Code 1 (Any Auto) or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned). Limits are subject to review, but in no event to be less than \$2,000,000 per accident for bodily injury and property damage. If City approves Consultant or Consultant’s employees use of personal autos on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.
- C. *Workers Compensation Insurance:* covering all employees and volunteers as required by the State of California, with Statutory Limits, on a state-approved policy form, and Employer’s Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if Consultant provides written verification that is has no employees.)
- D. *Excess or Umbrella Liability Insurance (Over Primary):* if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverage. Such policy or policies shall include a drop down provision providing coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a “pay on behalf of” basis, with defense costs payable in addition to policy limits. Such insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City’s insurance or self-insurance shall be called upon to protect it as a named insured. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Consultant, sub-contractors or others involved in performing Services under this Agreement. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein.

APPENDIX A: SAMPLE CONTRACT

- E. *Professional Liability or Errors and Omissions Insurance, As Appropriate*: written on a policy form coverage specifically designed to protect against acts, errors or omissions of Consultant and “Covered Professional Services” as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than \$2,000,000 per claim and in the aggregate. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer’s duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.
- F. *General Conditions Pertaining to Insurance*: The insurance policies are to contain, or be endorsed to contain, the following provisions:
- 1) The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.
 - a) General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance at least as broad as one of the following ISO ongoing operations Forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; and one of the following ISO completed operations Forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.
 - 2) It is a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage and/or limits required in this Section 8 shall be available to the City as an additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.
 - 3) For any claims related to this contract, the Consultant’s insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.
 - 4) All self-insured retentions (SIR) must be disclosed to the City for approval and shall not reduce the limits of liability. Policies containing any SIR shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.
 - 5) The City reserves the right to obtain a full certified copy of any insurance policy and any endorsement. Failure to exercise this right shall not constitute a waiver of the City’s right.
 - 6) Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance.
 - 7) Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. However, the Workers’ Compensation policy shall be

APPENDIX A: SAMPLE CONTRACT

endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors. Consultant agrees to require that all subcontractors and sub-subcontractors do likewise.

- 8) Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all required coverages and an additional insured endorsement to Consultant's general liability policy, shall be delivered to the City at or prior to the execution of the Agreement.
 - 9) All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect the City's protection without the City's prior written consent.
 - 10) The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to the City.
 - 11) In the event Consultant fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Consultant.
 - 12) Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.
7. **Indemnity:** When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City and any and all of its boards (including the council, boards, commissions, committees and task forces), officials, employees and agents (collectively, "Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-contractors or any entity or individual for which Consultant shall bear legal liability in the performance of professional services under this Agreement.

Other than in the performance of professional services and to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any all of the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.

Consultant's responsibility for defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of the Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

8. **Subcontracting:** No services covered by the Agreement shall be subcontracted without the prior written consent of the City. In the event subcontracting is approved, the following shall apply:

APPENDIX A: SAMPLE CONTRACT

- A. Consultant shall include in all subcontracts and require of all subcontractors all insurance and indemnity requirements and provisions of the Agreement that are applicable to any subcontractor’s scope of work. Subcontractor’s responsibility for defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.
 - B. Each subcontractor shall be obligated to Consultant and the City in the same manner and to the same extent as Consultant is obligated to the City under this Agreement. If hiring a sub-subcontractor to perform any Services, the subcontractor shall include in the sub-subcontract all provisions of this Agreement including all insurance and indemnity provisions that are applicable to said sub-subcontractor’s scope of work.
 - C. Consultant shall furnish a copy of the Agreement’s insurance and indemnity provisions to any subcontractor upon request. Upon request from the City, Consultant shall provide insurance certificates and endorsements of its subcontractors.
9. Document Submission and Title to Documents: Consultant agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement is considered work made for hire and shall be the property of the City upon delivery. City may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement.
 10. Permits and Licenses: Prior to execution of the Agreement the Consultant shall obtain and maintain throughout the Agreement period all licenses required by law including but not limited to a valid City of Arcata business license.
 11. Modification, Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
 12. Assignment. This Agreement is not assignable by the Consultant, either in whole or in part.
 13. Audit of Records. Consultant shall maintain complete and accurate records of all payrolls, expenditures, disbursements and other cost items charged to the City or establishing the basis for an invoice, for a minimum of four years from the date of final payment to Consultant. All such records shall be clearly identifiable. Consultant shall allow City representatives to inspect, examine, copy and audit such records during regular business hours upon 24 hours’ notice.
 14. Designated Representatives. Consultant and City designate the following specific individuals to act as Consultant’s and City’s representatives and primary contact persons with respect to the services to be performed or furnished by Consultant and responsibilities of City under this Agreement (“Designated Representative”). Such individuals shall have authority to transmit instructions, receive information, and implement the contract on behalf of each respective party. The Designated Representative is not authorized to receive notices required under this Agreement unless identified under Section 15 below. Either party may change the individual name of the Designated Representative by written notice to the other party.

City Designated Representative:

Consultant Designated Representative:

Name: _____
 Title _____
 Phone: _____

Name: _____
 Title: _____
 Phone: _____

APPENDIX A: SAMPLE CONTRACT

Email: _____

Email: _____

15. Notices. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt, excepting that notice sent by mail shall be deemed given and received three (3) business days after the date deposited in the United States mail.

Notice to City:

Notice to Consultant:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Email: _____

Email: _____

Fax: _____

Fax: _____

16. Governing Law: This Agreement and performance hereunder and all suits and special proceedings shall be construed in accordance with the laws of the State of California. In any action or proceeding that may be brought from or connected in anyway to this Agreement, the laws of the State of California shall be applicable and shall govern to the exclusion of the law any other forum. Venue shall be fixed in Humboldt County.

17. Disputes. City and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking any procedures of this Agreement, or exercising their rights under law. Prior to court action, the parties agree to pursue mediation as a means to settle any dispute.

18. Entire Agreement. This Agreement together with the exhibits identified below constitutes the entire Agreement between City and Consultant for the Services and supersedes all prior written or oral understandings.

19. Nondiscrimination. During the performance of this Agreement, Consultant and its subcontractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, disability, sexual orientation, medical condition, marital status, age (over 40), or denial of family-care leave, medical-care leave, or pregnancy-disability leave. Consultant and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.

20. Severability. Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

21. Survival. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

22. Timeliness. Time is of the essence in this Agreement. Consultant shall proceed with and complete the Services in an expeditious manner.

23. Waiver. Neither the acceptance of Consultant’s work nor the payment thereof shall constitute a waiver of any

APPENDIX A: SAMPLE CONTRACT

provisions of this Agreement. A waiver of any breach shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

24. Exhibits Included. The following Exhibits are attached hereto and incorporated into this Agreement:

- Exhibit A: Scope of Work, Compensation
- Exhibit B: Special Conditions
- Exhibit C: Special Insurance Conditions

With the exception of Exhibit C, in the event of conflict between the terms and conditions of this Agreement and those within any Exhibit hereto, the terms and conditions of this Agreement shall prevail over any Exhibit hereto. In the event of conflict between the provisions contained in Section 6 of this Agreement and those in Exhibit C, if any, the Exhibit C Special Insurance Conditions shall control.

25. Attorney's Fees. Should any litigation or arbitration be commenced between the parties hereto concerning this Agreement, or the rights and duties of any party in relation thereto, the party prevailing in such litigation or arbitration shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney's fees in such litigation or arbitration.

26. Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original, but all of which will constitute one and the same agreement. Facsimile, portable document format (pdf), and verified electronic signatures shall be binding and considered as if an original.

APPENDIX A: SAMPLE CONTRACT

IN WITNESS WHEREOF, the person executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

CITY:

CONSULTANT:

By: _____
Karen T. Diemer
City Manager

By: _____
Print Name: _____
Title: _____

Date: _____

Date: _____

Insurance and procurement approved:

Employer ID#: _____

By: _____
Danielle Allred,
Contracts and Special Projects Manager

Approved as to form:

By: _____
Nancy Diamond, City Attorney

APPENDIX A: SAMPLE CONTRACT

**EXHIBIT "A"
SCOPE OF SERVICES AND COMPENSATION**

APPENDIX A: SAMPLE CONTRACT

**EXHIBIT "B"
SPECIAL CONDITIONS**

APPENDIX A: SAMPLE CONTRACT

**EXHIBIT "C"
SPECIAL INSURANCE CONDITIONS**

April 16, 2021



REQUEST FOR PROPOSALS (RFP)
for
CITY ATTORNEY SERVICES

PROPOSALS DUE:
5:00pm Friday, May 21, 2021

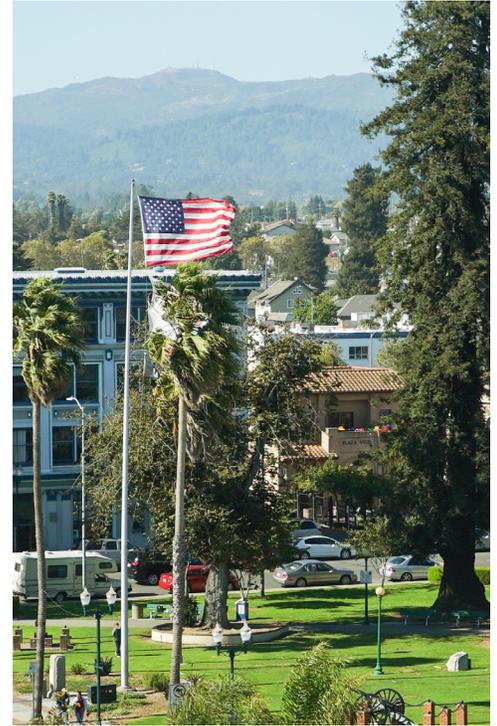
cityofwatsonville.org

SECTION 1

Request for proposal

The City of Watsonville (“City”) is soliciting proposals from qualified attorneys and/or law firms interested in providing City Attorney services. The selected attorney or law firm will be expected to provide a wide range of services to the City. The City currently contracts with a law firm to provide City Attorney services, but also retains special counsel in a number of areas. The City is open to considering proposals ranging from individual attorneys offering general, municipal counsel services with specialized legal services outsourced to other attorneys, to law firms offering a full suite of both general and special counsel services. The City will reserve the right to continue to use the current services of special counsel, as needed, at its sole and entire discretion.

The City reserves the right to negotiate the price, terms, and scope of services with the proposer, prior to entering into an Agreement. The Agreement will contain provisions requiring the selected proposer to indemnify the City and provide that the City Attorney is an independent contractor serving at the will of the City Council. Provisions will also be included in the contract allowing the City Council to terminate the agreement, at its sole and entire discretion, upon the provision of notice.



SECTION 2

Background

The City of Watsonville is a growing community in southern Santa Cruz County with a population of 51,199 according to the last census. Watsonville is known all over the world for its long and rich heritage as a center for agriculture – especially berries. Watsonville is also a proving ground for entrepreneurs and businesses from all types of industries and emerging technologies. Its central location nestled between the Monterey Bay and the Santa Cruz mountains, offers growing companies quick and easy highway access. Watsonville’s location is topped only by its ideal climate and the rustic, small town charm of a close-knit rural community.

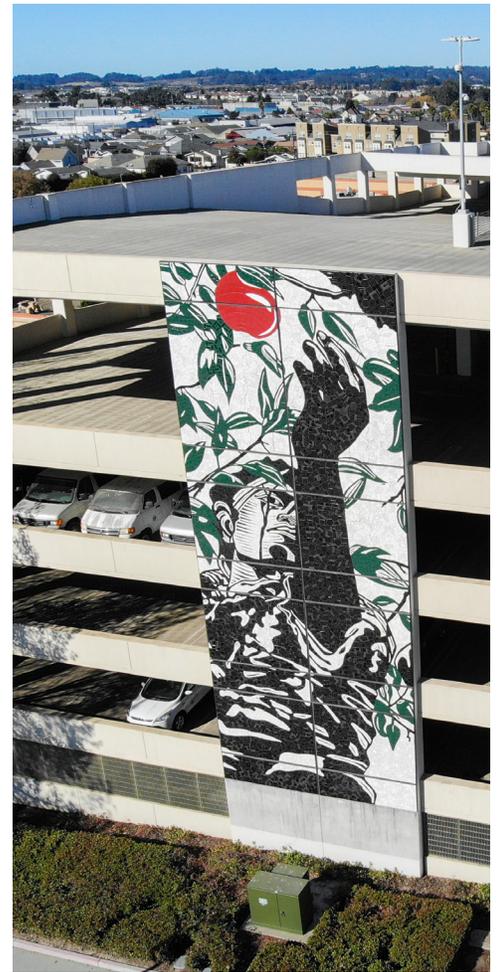
The City of Watsonville is a charter city and operates under a Council/City Manager form of government with seven councilmembers elected by district. The City of Watsonville is a full- service City with approximately 400 full time employees. The City provides a wide range of municipal services including police, fire, airport, library, parks and community services, public works including engineering, water, waste-water and garbage services, finance, administration, and community development.

The City Attorney is selected by and serves at the pleasure of the City Council. The City Attorney works close with the City Council, City Manager, City Clerk and other City staff providing sound and consistent legal advice. Per the Charter the Powers and Duties of the City Attorney are as follows:

- Represent and advise the Council and all City officers in all matters of law pertaining to their offices;
- Represent and appear for the City in any or all actions and proceedings in which the City is concerned or is a party, and represent and appear for any City officer or employee or former City officer or employee in any or all actions and proceedings in which any such City officer or employee is concerned or is a party, for any action arising out of their employment or by reason of his official capacity;
- Attend all meetings of the Council and give advice or opinion in writing whenever requested to do so by the Council or by any of the boards or officers of the City;
- Approve the form of all bonds given to and contracts made by the City, endorsing their approval in writing;
- Prepare all proposed ordinances, contracts, and other legal instruments for the City;
- Prosecute on behalf of the City all cases for violation of the Charter, City ordinances and other City laws and regulations;
- Perform such other legal duties consistent with the Charter as may be required of them by the Council; and

Furthermore, it is expected that the City Attorney assist the City by:

- Providing guidance and training with regard to the Brown Act, AB 1234, CEQA, Political Reform Act, Public Records Act, tort liability and risk, civil and criminal enforcement, due process and other legal requirements imposed by statute and common law.
- Providing designated office hours or times of availability (i.e. during Council agenda packet preparation), as agreed to with the City Manager and/or City Council and providing responses to requests for legal advice in a timely manner
- Researching municipal or other legal matters as requested by the City Council or the City Manager



Request for Proposals

Introduction

The City of Watsonville requests interested attorneys and/or full service law firms to submit a Proposal to provide legal services for the City of Watsonville. The City Council will determine the process by which the proposals are reviewed, although it is anticipated that the material provided in the Proposal, interviews with the firms, and/or interviews with references, will be the determinative factors in selecting counsel. The fee arrangements proposed by firms are important, but will be secondary to the experience, service delivery, and other qualifications of the attorney/firm that best meet the needs of the City. It is possible that the City Council will select several firms, with different firms responsible for assisting with different legal issues/projects.

Please provide the information requested in this RFP for each of the specialized practices area for which you would like to be considered. These practice areas include:

- General Municipal Specialty, including but not limited to:
 - General municipal law advisory
 - Tax (federal, state, local)
 - Housing
 - Elections
 - Telecommunications
 - Code enforcement
 - Joint Power Authorities
 - Contracts
 - Review of Resolutions and Ordinances
 - Public Records Act, Brown Act, Elections Code

Litigation Defense, including but not limited to:

- Public entity tort claims
- Labor and employment
- Public safety defense
- Construction law/public works/prevaling wage matters
- General writ litigation

Real Property, including but not limited to:

- Development
- Real estate transaction/commercial document preparation
- Lease negotiations and drafting

Land Use and Planning, including but not limited to:

- CEQA\NEPA
- General Plans
- Environmental issues
- Bond Counsel/Municipal Financing
- Human Resources\Personnel
- Other (please specify)

Please specify if there are services that you do not provide.



Requirements for Proposal Packages

All Proposals must include the following:

Identification of Attorney(s). The response to this Request for Proposals should describe the attorney(s) who would be responsible for providing regular services under the proposal. For each attorney, the Proposal should identify the qualifications, areas of expertise, and prior experience. References from comparable and representative public agency clients and the public agency's teams should be included. Among the references, include the names and telephone numbers of three to five public agency clients which the firm has worked with in the recent past.

Support Staff. The Proposals should include information about the types of support staff, such as other attorneys, paralegals, interns and others in the firm who might be assigned to perform work for the City and whose time would be billed for such work. The response should include information about how the firm plans to utilize support staff.

Description of Services. The Proposal should describe the services the firm proposes to provide, the firm's overall experience with municipal law, any areas of specialty listed above, and any special qualifications that are believed to distinguish it from other law firms. Please indicate if there are any services that you do not provide.

Rates and Charges. The proposed means of compensation, including hourly rates or fees to be charged for each individual named in the Proposal, should be listed. A schedule of the rates or amounts for all fees, charges, and expenses to be billed by each attorney or staff member should also be included. If it is proposed to provide 'general' services under a fixed monthly retainer and additional "special" services at pre-negotiated hourly rates, please be specific about what would be included in each category. Proposals shall also identify what charges the firm will impose for travel time.

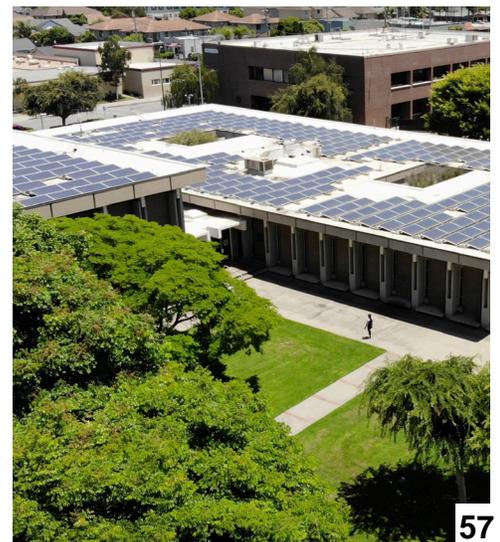
Availability and Commitment to Provide Services. The Proposal should include an indication of the commitment to provide the services by the attorney or attorneys with principal responsibility for providing services to the City. In this context, the words availability and commitment should be taken in their broadest meanings, incorporating time, flexibility in scheduling, office location of the attorney or attorneys, and firm or personal policies and practices with regard to returning calls and meeting deadlines.

Actual or Perceived Conflicts. The Proposal should disclose the names, nature of assignment, and relevant dates for any of the firm's clients who may have actual or perceived conflicts of interest with the City. Reasonable diligence to identify and disclose potential conflicts is expected of all firms submitting a response to this Request for Proposals. The proposal should also provide a statement or description of firm policy to address how conflicts of interest between two or more clients are avoided.

Insurance: A description of the pertinent information regarding the general liability and malpractice insurance maintained by the firm, including the amount of coverage under such insurance.

Additional Information. Statements submitted in response to the Request for Proposals may, but are not required to, provide additional information to assist a proper evaluation of the proposal. Any discussions relating to suggested strategies to reduce costs for outside legal services are appropriate in this section.

References: Please provide at least three client references (municipal or public agency) that may be contacted by the City for background information and qualification.





Submission Requirements. Proposals are due no later than 5:00 pm on Friday, May 21, 2021.

Interested firms or attorneys should submit one original and unbound hard copy to the address below and an electronic copy should be emailed to **nathalie.manning@cityofwatsonville.org**.

Late submittals will not be considered and will be returned unopened. The proposals can be delivered or mailed to:

City of Watsonville

Attn: Nathalie Manning, Deputy City Manager

275 Main Street, Suite 400

Watsonville, CA 95076

Email: nathalie.manning@cityofwatsonville.org

(831) 768-3020

All proposals submitted shall be valid for a minimum period of one-hundred and twenty (120) calendar days following the last date established for proposal submission. Proposals may be withdrawn on written request from the proposer at the address shown in this solicitation prior to the last date for proposal submission. Negligence on the part of the proposer in preparing the proposal confers no right of withdrawal after the time set for proposal submission. The cost for preparing a proposal in response to the RFP is the responsibility of the Consultant.

SECTION 5

Evaluation Criteria

Award of the contract will be to the attorney or firm whose proposal best complies with all of the RFP requirements and provides the best solution for the legal needs of the City of Watsonville. Experience, qualifications, availability, and cost will all be considered. The final selection will not be based on the lowest bid; however, cost will be an important consideration.



SECTION 6

Selection Process



The City Council will determine a procedure to review each Proposal. Calls to submitting firms or attorneys and their references may be made to clarify material in the submittals. Based on this review, the best qualified firms may be invited to a personal interview. Following the interviews, reference interviews will be conducted. While a detailed timeline has not been established for the selection process, it is the goal of the City to commence a contract for attorney services by August of 2021 to provide some overlap with current City Attorn **58**

SECTION 7

General Requirements & Information

The attorney or firm selected pursuant to this request for proposal will be required to comply with the following requirements:

1. A City of Watsonville business license
2. W-9
3. Must be able to satisfy all requirements pertaining to insurance



SECTION 8

Acceptance or Rejection & Negotiation of proposal

The City of Watsonville reserves the right to accept or reject any or all proposals, or select more than one firm to complete this work. After selection by the City, the contents of the submitted proposal will become a contractual obligation. Failure to agree to include the proposal as part of the contractual agreement will result in cancellation of the award.

The City of Watsonville reserves the right to negotiate a modification to, or accept any part of the proposal, and will not be obligated in any way to accept those parts that do not meet the approval of the City. Terms and conditions of the contract will be subject to the approval of the City Council.



SECTION 9

Selection Timetable

The tentative schedule is as follows and is subject to change:

| | |
|--|--------------------------------|
| Release Request for Proposal | April 16, 2021 |
| Last day to submit questions | May 7, 2021 |
| Proposals Due | May 21, 2021 |
| Interviews with successful respondents | TBD - estimated June\July 2021 |
| Award contract | TBD - estimated August 2021 |
| Begin Work | Dependent on Negotiations |

Questions

Questions regarding this RFP should be submitted in writing and directed to Nathalie Manning (nathalie.manning@cityofwatsonville.org) no later than May 7, 2021. As necessary, responses to questions will be issued via an addendum. The City of Watsonville reserves the right to reject any and all proposals. The City looks forward to your response to this Request for Proposals.

***PLEASE NOTE:** This RFP, subsequent addendums, and all attachments are available online at the City of Watsonville's website at www.cityofwatsonville.org.

Reservations

Additional information regarding RFP submittal, content, processes and procedures is listed below:

- 1) All proposals will become the property of the City of Watsonville and will not be returned to Consultants. Consultants are advised that all documents submitted with their proposals are public records open to inspection without redaction, and are directed to California Government Code Section 6250 (Public Records Act), which is available on the State Internet site (www.ca.gov).
- 2) The City of Watsonville reserves the right to reject any and all proposals, whether or not minimum qualifications are met, and to modify, postpone, or cancel this Request for Proposal, in whole or in part, or decide to award a contract to perform only some of the services outlined in this Request For Proposal, without liability, obligation, or commitment to any party, Consultant, or organization.
- 3) In addition, the City reserves the right to request and obtain additional information from any individual or firm submitting a proposal, and to negotiate the final scope of services with the selected attorney or firm/s. The City is not liable for any costs incurred by responders prior to issuance of a contract.
- 4) The City reserves the right to waive or permit cure of minor informalities and/or insignificant mistakes such as matters of form rather than substance and to conduct discussions and negotiations with any qualified respondent in any manner deemed necessary by the City to serve its best interests. The City also reserves the right, based on its sole judgment and discretion, to award a contract based upon the written proposals it receives without conducting discussions, interviews or negotiations.
- 5) If, in the opinion of the City, a proposal contains false or misleading statements or references, it may be rejected.
- 6) The City reserves the right to obtain written clarification of any point in a proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure to comply with these instructions, and the other specific provisions of the RFP, may result in the Consultant's proposal not being reviewed.
- 7) The City reserves the right, without qualification, to select a respondent for further discussions based solely on the content of the RFPs and relevant information obtained from others concerning the respondent's respective records of past performance.
- 8) The consultant's proposal shall not be made contingent upon uncertain events, which shall not have occurred until after the RFP is completed.
- 9) In the event that it becomes necessary to revise any part of this RFP due to inquiries raised, an email notifying an addendum, supplement or amendment to this RFP will be provided to Consultants who received an original invitation to bid via email OR responded to us with their contact information expressing interest in receiving responses. Changes to the RFP shall be accomplished by an amended page or pages.

City of Placerville
Request for Proposal
For City Attorney Services



I. Introduction

A. Purpose

The City of Placerville invites interested legal firms and individuals to submit proposals for City Attorney Services as described in the scope of work set forth in this request for proposals (RFP). The City seeks a City Attorney who will provide clear, understandable, and independent legal advice. The firm/individual must be qualified to provide expertise in the areas of general municipal law, land use, personnel and labor relations, open meeting and conflict of interest laws and other matters as they may arise. The City Attorney serves under the direction and supervision of the City Council and acts as their legal advisor. The City Attorney is not a City employee and is not entitled to the benefits of a City employee; the position is strictly on a contractual basis. The City Council reserves the right to retain or employ other attorneys or special counsel as may be needed, in its sole judgment, to take charge of any litigation or legal matters or to assist the City Attorney.

B. Submittal Closing, Time, and Location, Inquiries

All proposals delivered in an express courier package shall be sealed in a separate envelope within the courier package. Any proposal found ineligible or incomplete shall not be considered for selection. Proposers assume full responsibility for having their proposal deposited at the proper address and no later than the scheduled closing time. Faxed or emailed proposals or modifications will not be considered. Proposals will not be received after the closing date and time indicated below.

| | |
|--------------------|---|
| Proposal Labeling: | REQUEST FOR PROPOSAL FOR CITY ATTORNEY SERVICES |
| Submittal Closing: | May 4, 2021, 5:00pm, PST |
| Location: | City of Placerville Attention: Regina O’Connell, City Clerk 3101 Center Street, Placerville, CA 95667 |
| Number of Copies: | Five (5) Bound copies of the proposal; one (1) unbound reproducible copy; and one (1) electronic version (usb flash drive) must be submitted. |

C. Inquiries

Any prospective Proposer desiring an explanation or interpretation of the solicitation, specifications, etc., must request so in writing, no later than five (5) days before proposal due date to allow a reply to reach prospective Proposer before the proposal submission date. The written request must be submitted to the individual identified below. Inquiries regarding this solicitation shall be directed to:

Regina O'Connell, City Clerk
City of Placerville
3101 Center Street
Placerville, CA 95667
Phone: 530-642-5200
Email: roconnell@cityofplacerville.org

Please reference "Request for Proposals for City Attorney Services" when contacting the City regarding this solicitation. The City of Placerville website, www.cityofplacerville.org will contain a copy of this document as well as a summary of any/all applicable addenda, if any. Any firms found to be contacting members of the City Council or other members of City staff or officials to obtain information during this RFP process may be automatically disqualified from any further consideration.

D. Background

Originally Chartered in 1854, Placerville is one of the oldest cities in California, established during the Gold Rush era. The City of Placerville is located in the Sierra foothills approximately 45 miles east of Sacramento. The City is approximately 5.84 square miles, with a population of approximately 10,000. The City of Placerville is a general law city, operating under the council-manager form of government with a five-member City Council. Council Members are elected for four-year overlapping terms on an at-large basis. Mayoral duties rotate annually among the elected. The City Council is the legislative body responsible for overall policy development and direction of the City. The City Council has four citizen commissions/committees whose members are appointed by the Council, including the Planning Commission, the Recreation and Parks Commission, Placerville Economic Advisory Committee, and the Measure H/L Sales Tax Committee.

The City Council appoints the City Manager, who serves as the executive officer and is responsible for the day-to-day operations of the City. The City Manager's executive staff includes an Assistant City Manager/Director of Finance, Public Works Director, Community Services Director, Development Services Director, Chief of Police, City Engineer and City Clerk.

The City Council appoints the City Attorney and contracts with that individual's firm for legal services. The City of Placerville provides a variety of municipal services including public works, parks and recreation, engineering, planning, and building and safety, police, water, sewer, streets and storm drain maintenance as well as all of the traditional internal financial and administrative support functions. The City operates a Water Reclamation Facility for disposing of the City wastewater. Fire Services are provided through the El Dorado County Fire Protection District. The City also contracts with El Dorado Disposal/Waste Connections for disposal of solid waste. The City of Placerville has a FY 2020/21 General Fund Operating Budget of \$8.8m, and a total budget for all funds of \$20m. The City has a full-time staff of 73 supplemented by various part time employees. The City also has an active Capital Improvement Program (CIP) funded by two sales tax measures totaling approximately \$3m each year.

II. Terms and Conditions

A. Proposal Preparation Costs

The City is not, nor shall be deemed, liable for any costs incurred by Proposer in the preparation, submittal, or presentation of their proposals.

B. Reservation of Rights

This RFP does not commit or obligate the City of Placerville to accept or execute an agreement for any expressed or implied service. The City reserves the right to:

- Reject any and all proposals received and to accept or reject any item(s) herein;
- Take all proposals under advisement for up to one hundred and twenty (120) days after opening;
- Waive any informality on any proposal;
- Be the sole judge of the relative merits of the material mentioned in the respective proposal received;
- Request any firm/individual submitting a proposal to clarify its proposal during the selection phase;
- Negotiate the service schedule and reasonable costs with the selected firm/individual;
- Modify or alter any requirements herein, and issue addenda or amendments to this RFP;
- Terminate this RFP process at any time.

C. Acceptance of Conditions

It is the Proposer's responsibility to examine the scope and location of the proposed work to fully acquaint themselves with the specifications and the nature of the work to be accomplished. Proposers shall have no claim against the City based upon ignorance of the nature and requirements of the services provided, misapprehension of the work environment, or misunderstanding of the specification or agreement provisions.

By submitting a proposal, each Proposer expressly agrees to and accepts the following conditions:

- Proposal and cost schedules shall be valid and binding for one hundred and twenty (120) days following the proposal due date and will become part of the Agreement that is negotiated with the City.
- The City may require whatever evidence is deemed necessary relative to the Proposer's financial stability and ability to perform these services.
- The City reserves the right to request further information from the Proposer, either in writing or orally, to establish any stated qualifications.

- The City reserves the right to solely judge the Proposer's representations, and to solely determine whether the Proposer is qualified to undertake these services pursuant to the criteria set forth herein. The Proposer, by submitting a proposal, expressly acknowledges and agrees that the judgment of the City as to whether or not the Proposer is qualified to perform these services shall be binding, final and conclusive.

D. Proposal Inclusions

The Request for Proposals documents shall be submitted in their entirety, with ALL applicable portions fully completed by the Proposer. All Proposers are encouraged to review and confirm that their proposal includes and specifically addresses all of the proposal requirements prior to submitting.

E. Withdrawal of Proposal Before Closing

Any Proposer may request the withdrawal of their submitted proposal by written request at any time prior to the scheduled closing date and time. Upon receiving written request to withdraw any proposal, the City will consider the proposal null and void, and return the proposal to the Proposer. Withdrawal of proposal will not impact Proposer's resubmittal for this or any future proposal(s).

F. Professional Licensing

The Proposer shall possess any necessary professional certification(s) and/or license(s) relative to the work to be performed required by an appropriate licensing authority of the State of California and shall provide evidence of such to the City with their proposal or prior to commencement of the work in such a form as the City shall require.

G. Insurance Requirement

The Proposer shall, at its own expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the proposer, its agent, representatives, employees, or subcontractors. Proposer shall also require all of its subcontractors assigned to provide services to procure and maintain the same insurance requirement for the duration of the Agreement. Specific insurance requirements are as follows:

- General Liability Insurance of at least \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate liability.
- Automobile Liability Insurance of at least \$1,000,000.00 per accident Combined Single Limit (CSL);
- Worker's Compensation Insurance at least equal to the State of California required minimums.

- Professional Errors and Omissions Insurance of at least \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate liability.

H. Business License

The professional provider, and any sub-consultant(s), will obtain a business license with the City of Placerville Business License Program on or before their commencement of work.

I. Public Record

Be advised that all information contained in proposals submitted in response to this solicitation shall become a matter of public record upon contract award, and made available upon request, unless otherwise marked. The Proposer must identify, in writing, all copyrighted material, trade secrets or other proprietary information the Proposer claims are exempt from disclosure pursuant to the California Public Records Act. The Proposer who claims such an exemption must also state in the proposal that:

“The Proposer agrees to indemnify and hold harmless the City and its officers, employees and agents from any claims, liability or damages against the City and to defend any actions brought against the City for its refusal to disclose such material, trade secrets or other proprietary information to any party.”

J. Equal Opportunity

The City of Placerville requires all Proposers to comply with equal opportunity policies.

K. Independent Contractor

The City Attorney will be an independent contractor. All persons employed by a firm in accordance with an Agreement resulting from this RFP will be employees of the firm or law practice and not of the City of Placerville.

L. Conflict of Interest

No official, officer, or employee of the City of Placerville or of a local public body during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. Furthermore, the parties hereto covenant and agree that to their knowledge, no board member, officer or employee of the City of Placerville has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the contracting party other than the City of Placerville, and that if any such interest comes to the knowledge of either party at any time, a full disclosure of such information will be made in writing to the other party or parties, even if such interest would not be considered a conflict of interest under Article 4 (commencing with

Section 1090) or Article 4.6 (commencing with Section 1120) of Division 4 of Title 1 of the Government Code of the State of California.

M. Appendix

The appendix shall include any suggested additions or modifications to the scope that the individual/firm believes will enhance the quality of their proposal. Individual/Firm brochures, exhibits, and any other pertinent documents may be included in the Appendix.

N. Contract

Award of a professional services contract, if any, will be to the proposer whose proposal best complies with all of the requirements of the RFP documents and which provides the best solution for the needs of the City of Placerville.

The successful firm will be required to enter into a Legal Services Agreement with the City of Placerville, which will include the requirements of this RFP, as well as other requirements to be determined. The City reserves the right to negotiate the price, terms, and scope of services with the proposer, prior to entering into an Agreement. The agreement will contain provisions requiring the selected law firm to indemnify the City and provide that the City Attorney and any support staff is an independent contractor(s) serving at the will of the City Council. Provisions will also be included in the contract allowing the City Council to terminate the agreement, at its sole and entire discretion, upon the provision of notice.

The term of the contract is negotiable.

III. Scope of Work

A. Understanding the Scope of Work

The City Attorney is appointed by and reports to the City Council. The City Attorney is the chief legal counsel for the City of Placerville and, as such, is responsible for advising on all legal matters. The primary responsibilities the City will require of its City Attorney shall include, but not be limited to, the following:

- Represent and provide legal advice and consultation on a regular basis to the City Council, City Manager and City Staff as requested or required. Contacts are usually made by email or telephone and same-day response is typically expected.
- Attend City Council meetings (unless excused) and be prepared to advise the Council on matters on the agenda as well as procedural or substantive issues that arise during the meeting. Attendance at Planning Commission or other City meetings is required when requested.
- Coordinate and manage the services and costs of all outside or special legal counsel within budgetary limits as approved by the City Council.
- Recommend policies and procedures that comply with the requirements of the law.
- Keep the City Council and City Manager informed of legislation or judicial opinions that have potential impact to the City.
- Prepare, review and revise staff documents, including, but not limited to, initiation of memorandums concerning legal issues, contracts, agreements, ordinances, resolutions, land use decisions on appeal, and staff reports for the legal support of City functions and duties.
- Provide staff assistance, legal research and counseling related to the acquisition or sale of property, preparation of leases, deeds and easements, agreements, utility franchise agreements, operations governed by law, liability situations, grant guidelines, pension law, personnel, employee relations and other matters as necessary requiring legal advice.
- Interpret the City's Municipal Code.
- Provide guidance concerning the requirements of the Brown Act, Conflict of Interest (AB 1234), the Political Reform Act, the Public Records Act, due process, and other legal requirements imposed by statute and common law.
- Assist with responses to Public Records Act requests.
- Represent the City in litigation not covered by the City's self-insured risk pools.
- Provide legal advice and assistance to operating departments, assist in notice of disciplinary actions and provide advisory service to the Human Resources Officer.
- Research and interpret laws, court decisions and other legal authorities in order to prepare legal opinions and to advise the City Council and management staff on legal

matters pertaining to City operations.

- Represent the City as requested before other governmental bodies and agencies to promote the interest of the City.
- Oversee coordination with special legal counsel on all City litigation as directed by the City Council and/or City Manager.
- Maintain legal files and provide the City Clerk copies of pertinent pleadings and orders in all litigation the City Attorney is handling for the City.
- Perform other legal duties as may be required by the City Council as may be necessary to complete the performance and functions mentioned above.
- Promptly return all phone calls from the City Council and City Staff.

IV. Evaluation and Selection Process

A. Areas of Performance Effectiveness

The City of Placerville recognizes that a successful and effective City Attorney will demonstrate specific qualities. The following areas will serve as part of the basis for evaluation of the City Attorney.

- Competent representation – doing things right (legal knowledge, research, and analysis)
- Ethical leadership – doing the right things (principle-centered)
- Adherence to legal policies and procedures (promoting the public interest)
- Professional conduct (emotional and mental fortitude)
- Inter-governmental governance (networking and coalition building)
- Customer service (City Council, City Manager, City staff, and others as appropriate)

B. Proposal Evaluation

Selection of Proposer to interview with the City will be based on the contents of their written proposal. Proposals will be rated according to the following criteria (in no particular order):

- Depth and breadth of experience and expertise in the practice of law, most specifically in those areas most often encountered in municipal government operations;
- Understanding of municipal government issues and municipal law;
- Capability to perform legal services promptly and in a manner that permits the City Council and staff to meet established deadlines and operate in an effective and efficient manner;
- Qualifications of the key staff that will be assigned to the City of Placerville under this proposal;
- Familiarity with State of California Land Use Law;

- Communication skills;
- References of past or current municipal law clients or municipal practice;
- Proposed fee structure, including but not necessarily limited to, a monthly retainer, services included in monthly retainer, hourly rates for services not included in monthly retainer.
- Cost of providing services.
- Results of interviews with City Council.

During the evaluation process, the City reserves the right, where it may serve the City’s best interest, to request additional information or clarification from proposing firms/individuals to allow corrections of errors or omissions. The City reserves the right to verify any information contained in proposals, including references, resumes, etc. The City reserves the right to investigate and research proposals, including facts and opinions that could be helpful in evaluating the capabilities of firms/individuals whether or not they were specifically included in the proposals.

C. Selection Process

The top-ranked firms/individuals may be requested to attend a meeting with the City Council to be interviewed, and the City Council will interview up to two individuals proposed as City Attorney from such firms. The interviews will allow the designated firms or individuals an opportunity to answer any questions the City Council may have regarding their proposals. Participation in the interviews will be at no cost to the City. The City Council will make the final determination of the successful firm/individual.

Please note that in an effort to maintain the integrity of the interview process all proposing firms are prohibited from contact with the City Council members outside of the formal interview process.

D. Tentative RFP Timeline

| | |
|-------------------------------------|-------------------------------|
| Release of RFP | Wednesday, March 24, 2021 |
| Proposal Submission Deadline | Tuesday, May 4, 2021, 5pm PST |
| RFP Internal Reviews | Thursday, May 20, 2021 |
| Candidate Firm Interviews | Week of May 31, 2021 |
| Selected Firm Contract Negotiations | June, 2021 |
| Award of Contract | June 22, 2021 |

V. Requested Information

All proposals must provide specific and succinct answers to all questions and requests for information. Please answer the questions in the format and order presented. Submissions of individual resumes alone will not be considered responsive to any specific question.

A. General Proposal

1. Letter of Transmittal: Signed by an authorized representative of the firm or the individual committing to provide the legal services described above, including a brief introduction and history of the firm, number of employees, proven work history, and a statement as to qualifications.
2. Table of Contents: Include a clear identification of the material by section and page number included in the proposal.
3. Firm Qualifications: Provide professional experience and qualifications for the Proposer and/or firm and the designated individuals to provide the services specified in the Request for Proposals. Please include responses to the following specific information:
 - a. Describe your firm's background and history; include number of years in business and number of years providing legal services to public sector agencies.
 - b. Location of office(s) that would serve the City of Placerville.
 - c. Provide the name(s) and qualifications of attorney(s) who would be assigned to represent the City of Placerville and who will attend City Council meetings regularly, including the following for each: Responding firms may propose either one or two alternatives for proposed appointment to City Attorney.
 - i. Certificates or licenses, including the date of admission to the State Bar of California;
 - ii. Length of employment with the firm;
 - iii. Description of education including name of educational institutions, degrees conferred, and year of each degree;
 - iv. Professional background and professional associations;
 - v. Years of municipal or other local public sector experience;
 - vi. Knowledge of, and experience with California Municipal Law relating to general law cities including, but not limited to, land use and planning, environmental law (CEQA), general plans, code enforcements and other related areas of law, administrative law, labor relations/personnel law, contracts, Public Records Act and other areas of municipal law;
 - vii. Specific expertise and training;

- viii. Provide complete resumes of the persons designated by the firm to be the City Attorney or substitute City Attorney.
- d. Describe your view of the role of the City Attorney.
 - e. Describe how you would develop and maintain an effective partnership between the City Attorney, City Manager and City Council.
 - f. Describe how you will keep the City Council and the City Manager informed about the status of litigation and other legal matters on a regular basis, and what basis would that be.
 - g. Describe the response time we can expect from the City Attorney to inquiries made by the City Council and City Manager.
 - h. Describe how you will track and manage legal costs so that the City's legal costs are held to a minimum.
 - i. Describe how you will proactively advise the City Council, City Manager and staff about legal developments or issues of concern, without being asked.
 - j. Describe how as the City Attorney you would coordinate your daily work with the City Manager and City Council.
 - k. Describe how as the City Attorney you would coordinate your daily work with the City Department Heads.
 - l. Clearly describe your range of experience with project negotiation, eminent domain issues, and the drafting and implementation of agreements and contracts (i.e., lease, purchase) and litigation.
 - m. How would you evaluate whether to use an attorney within your law firm or an attorney from another law firm to handle a case, provide expert advice, or provide other needed services?
 - n. Describe the firms' practices regarding professional development training and keeping current with the laws and legal matters affecting its clients.
 - o. Identify the types of in-service training (such as ethics, commission roles and responsibilities, how to conduct performance evaluations, harassment investigations, etc.) your firm is capable of providing to municipalities.
 - p. Describe systems/mechanisms that would be established from monthly reporting of status of routine projects, requests, and litigation.
 - q. Describe the firm's philosophy in addressing complete matters within the context of balancing legal limitations with project goals and objectives.
 - r. Describe your firm's suggested process for transmittal of requests and other material to the City Attorney.
 - s. Describe the firm's experience with contract services provided by a municipality.

- t. It is anticipated that the City will contractually require monthly-itemized statements for all services and will subject these statements to audit at least annually. Describe how you would provide this reporting.
 - u. Describe how the firm proposes to obtain client satisfaction with provided services, and what tools or resources are available to ensure continued satisfaction.
 - v. If a multi-employee firm, describe the firm's philosophy with regard to personnel changes in City Attorney, whether initiated by the firm or requested by the City.
4. Please complete and submit the Certification of Proposal Form (Attachment A) and Business Information Form (Attachment B) with your Proposal.
5. References: Provide contact information for three (3) municipal, public agency and/or key clients for which legal services have been provided in the last ten (10) years (preferably performed by the attorney being proposed to represent the City of Placerville). Please include the contact person's name, address, phone number and email address.
6. Clients/Potential Conflicts of Interest:
 - a. Identify any foreseeable or potential conflicts of interest with public clients you serve and the manner in which you would propose to resolve such conflicts.
 - b. For the person to be designated as City Attorney and any substitute City Attorney(s), list all public clients that person presently represents as City Attorney or general counsel, along with the meeting dates and times for each governing body.
 - c. List all private clients that could potentially pose a conflict of interest with your representation of the City of Placerville.
 - d. Identify all situations in the last five (5) years in which you have been adverse to public entities, either in litigation or administrative matters.
 - e. Please list any political contributions of money, in-kind services, or loans made to any member of a City Council within the last three (3) years by the applicant law firm and all of its attorneys, including the attorney being proposed to represent the City of Placerville.
7. Insurance: Please include a description and pertinent information regarding the general liability and malpractice insurance carried by the firm or individual, including the amount of coverage provided by such insurance.

B. Cost Proposal

While the City is open to reviewing various cost structures, it is anticipated that the City will receive cost proposals wherein “general” services are provided under a fixed monthly retainer and any additional “special” services are billed at a pre-negotiated hourly rate.

1. General Services: Please give your definition of “general” legal services. Would all general legal services be included in your monthly retainer?
2. Special Services: Please give your definition of “special” legal services. How are they differentiated from general legal services? Would any special services be included in your retainer? If so, please identify them.
3. How would your firm aid the City to remain within its adopted budget for its legal services?
4. Billing Method: Describe your firm’s preference for method of payment, payment terms, and your procedure for billing retention, hours, and expenses and other accounting requirements.
5. Reimbursable: Define the type and unit rates for reimbursement of expenses. For example, rate for mileage, reproduction of documents or word processing charges, unit costs for telephone costs, etc.
6. In-Service Training: Please provide the costs of any in-service training(s) that your firm can provide to the City.
7. Adjustments: Do you expect to have a cost-of-living adjustment incorporated into the agreement with the City? If so, please explain how you propose it be computed and implemented.
8. Would your firm be willing to operate under a maximum annual expenditure cap with the City? If so, please explain how it might be structured.
9. Monthly Retainer/Billable Hours: Please complete and submit the Cost Proposal Form (Attachment C) with your Proposal. The proposed compensation shall be in one of two (2) formats. The Proposer shall either propose an hourly rate(s) for work, including meeting attendance OR the submittal shall contain a billing system wherein regular attendance at City Council, Planning Commission, or Successor Agency meetings are billed at a fixed, per meeting fee (i.e. monthly retainer) and services beyond the scope are billed at the proposed hourly rate(s). Billing should correspond to the Scope of Work and hourly involvement by each staff member. Alternatively, the proposer may choose a blended cost structure, in which case the structure should be described in sufficient detail to be understood by staff and Council members.
10. Cost of Proposal Worksheet: Please complete and submit the Cost of Proposal Worksheet (Attachment D) with your proposal.

VI. Sample Documents

- A. Sample Report: Please submit a copy of a typical report your firm provides to municipalities (i.e. staff report, memorandum, legal opinion, etc.).
- B. Sample Billing Invoice: Please submit a copy of a typical invoice your firm provides to municipalities. Please redact any sensitive information.

Attachment A
Certification of Proposal

- The undersigned hereby submits its proposal and, by so doing, agrees to furnish services to the City in accordance with this Request for Proposal and to be bound by the terms and conditions of the RFP.
- This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is solely responsible for such errors or omissions.
- It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informal or irregularity in any proposal received by the City.
- The proposal includes all components, figures and dates required by this Request for Proposal.
- This firm has carefully read and fully understands all of the items contained in this Request for Proposals. This firm agrees to all of the requirements of the RFP.
- The City is not responsible for any cost associated with preparing the Proposal.

Date: _____

Name of Firm: _____

Authorized Signature: _____

Print/Type Name: _____

Title: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

If a Corporation:

Date of Incorporation: _____

State of Incorporation: _____

President's Name: _____

If a Partnership:

Date of Organization: _____

Name of all Partners: _____

Attachment C
Cost Proposal Form

Proposer

Name of Firm: _____

Address: _____

Name of Contact: _____

Phone Number: _____

Email Address: _____

Hourly Rates (no retainer)

Estimated average hours per month: _____ Hourly Rate: \$ _____

Total cost for services per month: \$ _____

Monthly Retainer

Estimated average hours per month: _____ Hourly Rate: \$ _____

Total cost for services included in monthly retainer: \$ _____

Add-On Hours Outside of Monthly Retainer:

| List of Personnel | Hourly Rates |
|-------------------|--------------|
| 1. _____ | \$ _____ |
| 2. _____ | \$ _____ |
| 3. _____ | \$ _____ |

Reimbursable and/or Other Costs:

Please define the types and unit rates for expenses (i.e. mileage, reproduction of documents, faxed documents, processing charges, etc.) if any:

**Attachment D
Cost of Proposal Worksheet**

| Services | | Provided by Firm (Yes/No) | | Included in Retainer (Yes/No) | | Title of Person Performing Service |
|----------|--|------------------------------|--------------------------|----------------------------------|--------------------------|------------------------------------|
| 1. | Attend regular and special Council meetings. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 2. | Attend regular Planning Commission meetings | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 3. | Attend Executive Team Staff and other meetings as needed. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 4. | Office hours, at least one day per week. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 5. | Agenda review and follow-up. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 6. | Standard contract review and revision. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 7. | Standard ordinance/resolution review and revision. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 8. | Public Records Act request review and direction. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 9. | Brown Act issues. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 10. | General legal advice and counsel on matters pertaining to the City, not involving more than three (3) hours of research. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 11. | Routine personnel and labor questions, which can be responded to orally, not involving more than one (1) hour of research. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 12. | Code enforcement issues – City code interpretation. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 13. | Code enforcement issues – consultation with City staff. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 14. | Code enforcement issues – preparation and review of notices, demands and orders. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 15. | Litigation, including eminent domain. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 16. | Personnel services– review of Practices and Procedures | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 17. | Personnel services – disciplinary procedure. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 18. | Personnel services – grievances. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 19. | Personnel services – arbitration. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 20. | Personnel services – FLSA, FMLA, ADA and HIPPA issues. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Services | | Provided by Firm | | Included in Retainer | | Title of Person Performing |

City of Placerville
Request for Proposals
City Attorney Services

| | | (Yes/No) | | (Yes/No) | | Service |
|-----|---|--------------------------|--------------------------|--------------------------|--------------------------|---------|
| 21. | Personnel services – Revision of drafting at-will personnel contracts. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 22. | Transactions – options. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 23. | Transactions – leases. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 24. | Transactions – statutory development agreements. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 25. | Transactions –specialized reimbursement agreements, fee credit or reimbursement agreements. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 26. | Franchising. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 27. | Public Works – contract disputes and interpretation services. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 28. | Public Works – drafting construction and similar contracts and conditions. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 29. | Public Works – prevailing wage issues. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 30. | Public Works – right of way acquisition. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 31. | Development Services – CEQA issues and document review. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 32. | Development Services – routine Subdivision Map Act issues. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 33. | Development Services – non routine Subdivision Map Act issues. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 34. | Development Services – zoning and land use issues. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 35. | Development Services – housing issues. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 36. | Ordinance and resolutions – drafting and compilation of non-routine ordinances and resolutions; review and analysis of non-routine ordinances and resolutions drafted by City Staff or other Jurisdictions. | <input type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> | |
| 37. | Appearance before other public entities or government agencies on behalf of the City. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 38. | Proposer may list additional, pertinent services it can provide to the City of Placerville on the lines below: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
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City of Placerville
Request for Proposals
City Attorney Services

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CITY OF ST. HELENA
ADMINISTRATION

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES

LEGAL SERVICES

DATE ISSUED: Friday, June 14, 2019

DATE DUE: Wednesday, July 31, 2019 4PM

CONTACT: Mark Prestwich, City Manager
mprestwich@cityofstheleena.org
(707) 968-2744

ALL RESPONSES MUST BE MAILED OR HAND-DELIVERED TO:

CITY OF ST. HELENA
OFFICE OF THE CITY CLERK
ATTENTION: CINDY TZAFPOULOS
1480 MAIN STREET
ST. HELENA, CA 94574

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EXHIBITS

- A. CITY OF ST. HELENA CORE VALUES AND MISSION STATEMENT
- B. SAMPLE CITY OF ST. HELENA PROFESSIONAL SERVICES CONTRACT
- C. CITY OF ST. HELENA CITY COUNCIL POLICY P-CC-0001 MANAGEMENT OF LEGAL SERVICES
- D. CITY OF ST. HELENA CITY ATTORNEY EVALUATION FORM

I. INTRODUCTION

The City of St. Helena, California is located in the center of the world-famous wine growing Napa Valley, 65 miles north of San Francisco.

The area was settled in 1834 as part of General Vallejo's land grant. The City of St. Helena was incorporated as a City on March 24, 1876 and reincorporated on May 14, 1889.

The City is located in the center of Napa Valley in Northern California and considered to be one of the premier wine-producing regions of the world. The area is renowned for its abundance of vineyards and wineries of national reputation. The City of St. Helena includes several lodging establishments, fine restaurants, an historic downtown business district and is an attractive and enjoyable small community environment nestled among the hills of Napa Valley, in the heart of Wine Country. St. Helena is home to approximately 6,000 individuals; however, on any given day, that population can increase by as much as 20 percent due to an influx of tourists from around the world and commuters who drive to St. Helena to work.

The City operates under a council-manager form of government. The City has a five-member City Council consisting of a Mayor elected to serve a two-year term, and four Council members elected at large to four-year staggered terms, with two members elected every two years.

The City Council appoints the City Attorney and contracts with that individual's firm for legal services. The City's legal services budget has been trending downward over the last four years. The current general fund budget for legal services is \$245,000 which does not include the water and wastewater funds, the affordable housing fund, litigation, and special services costs.

The City Council appoints the City Manager, who serves as the executive officer and is responsible for carrying out the policies of the Council and the day-to-day operations of The City. The City Manager's executive staff includes a Finance Director, Recreation Director, Public Works Director, Police Chief, Fire Chief, Planning and Community Improvement Director, City Clerk, and the Human Resources/IT Director. Mark Prestwich has served as the City Manager since August 2017 and has over 20 years local government experience with five years as a City Manager.

St. Helena provides a full range of municipal services including fire and police protection; public works, including construction and maintenance of City streets, storm drains, operation of water and wastewater utility services, and similar infrastructure type assets; park maintenance and community recreation activities; building inspections; licenses and permits; and public library services and facilities. In terms of business-type activities, the City provides water and wastewater services through the operation of its utility enterprises.

The City's fiscal year is July 1 through June 30. The City's fund structure currently includes: General Fund, Special Revenue Funds, Capital Funds, and Proprietary (Enterprise) Funds.

The City's General Fund budget for FY 2019-20 is \$15 million. The City's Water and Wastewater Enterprise budgets for FY 2019-20 are \$6.5 million and \$3.1 million, respectively. In addition to its General Fund and Water and Wastewater Enterprise Funds, the City also has an active Five-Year Capital Improvement Program (CIP).

The City of St. Helena recently completed its General Plan update and will be commencing a process for updating and amending its zoning code. The City has a number of significant infrastructure projects in the planning stages or underway including: Completion of Wastewater Treatment Plant Upgrade and Modernization, Downtown Streetscape Development and Implementation Plan, City Hall Replacement, Library Improvements, Recreation Center, Bell Canyon Intake Tower Replacement, Bell Canyon Spillway repairs, and the York Creek Dam Removal and Habitat Restoration Project. The City revised water and wastewater rates in late 2017.

The City is a participant in the Redwood Empire Municipal Insurance Fund (REMIF), a self-insured joint powers authority established in 1976 to handle the insurance claims, benefit programs, and risk management needs of fifteen member cities. The cities are located in the five Northwest counties.

Please refer to the City's website for more detailed information about the City St. Helena at <http://www.cityofsthenana.org/>

II. GENERAL INFORMATION

The City Council of the City of St. Helena invites interested legal firms or individual practitioners to submit written proposals to provide legal services for the City.

The City Council encourages proposals that lay out various legal service delivery and compensation models. In general, the City seeks the services of a full-service law firm that will assign a lead attorney to work directly with the City or an individual attorney that works part-time for the City to provide services. In either case, the City reserves the right to enter into retainer agreements with other firms or individuals to handle specified legal matters on an as-needed basis.

III. QUALIFICATIONS

The City Council seeks an experienced and knowledgeable attorney to serve as legal advisor to the City Council and the City Manager and support them through the delivery of high-quality legal services consistent with the City Council's core values and mission statement. The majority of the City's anticipated legal services work includes that of legal advisor at selected Council meetings and management of the City's legal issues. A more complete outline of the anticipated scope of service is set forth below.

The City Attorney will engage with the City's professional staff at the direction of the City Manager. The City Attorney will not be expected to routinely function in a "department head" capacity or as active member of the management team.

The successful applicant must be an attorney licensed to practice law in the State of California. A strong generalist background in municipal law is preferred, with an emphasis on contract management and land use. Experience with Proposition 218 and/or public employment law is a plus.

The successful candidate will demonstrate the ability to quickly familiarize himself or herself with existing City ordinances, adopted policies, and the General Plan. The attorney is expected to proactively and timely educate, inform, and train the Council, commission members, and City staff on impending legal and legislative changes and compliance with state and federal laws, including modifications to existing ordinances as necessary.

The successful candidate will demonstrate the ability to identify and help manage risk and offer options to the City Council and City Manager, while being cognizant of and acting prudently with respect to the City's limited financial resources.

IV. SCOPE OF WORK

The City is soliciting the interest of qualified professional law firms or an individual to provide a full range of municipal legal services. The contract term will be one year, with annual renewals contemplated based on a mutually agreeable working relationship. The successful City Attorney will be expected to provide the following general counsel services including, but not limited to:

1. Represent and advise the City Council, City Manager, Boards and Commissions, and City staff as directed, in all matters of pertaining to their role in the organization. Give advice or opinion on the legality of all matters under consideration by the Council, Boards and Commissions, or City staff.
2. On an as needed basis, attend and represent the City's legal interests at selected City Council meetings and workshops. Regular Council meetings are held on the second and fourth Tuesday of the month at 6 p.m. On occasion, a meeting may be cancelled. On an as needed basis, the City Attorney may need to attend an advisory board or commission meeting.
3. Provide legal opinions, advice, assistance, consultation, and training to the City Council, City Manager, and City staff.
4. The range of services routinely include, but are not limited to, the following areas of municipal law:
 - a. Brown Act Compliance
 - b. Public Records Act
 - c. Conflicts of Interest
 - d. Election law
 - e. Contracts and franchises
 - f. Real estate and property transactions
 - g. Land use and environmental law (CEQA)

- h. Public Works contracting/public contracts/capital projects
 - i. Americans with Disabilities Act (ADA)
 - j. Personnel, employee relations, and labor negotiations
 - k. Code Enforcement
 - l. Tort liability and risk management
 - m. Fees, taxes, assessments, Proposition 2018
5. Direct, as necessary, the update of City ordinances, procedures, and practices
 6. Review and analyze local, state and federal pending legislation, laws, and court decisions and provide updates, proactively propose modifications to City policies, ordinances and plans.
 7. Review, approve, and/or prepare ordinances, resolutions, staff reports, preliminary research/analysis, contracts, deeds, leases, and other legal documents required by the City.
 8. Represent the City in civil litigation brought on behalf or against the City as necessary and directed by the City Council. May serve as City prosecutor to enforce local municipal codes as directed by the City Council.

The City Attorney will provide assistance to the City Council with regard to litigation and special services. On an as needed basis, depending on direction from City Council, the City Attorney may be directed to recommend, manage, and monitor performance of selected outside special counsel to provide litigation or other special services or the City Attorney could be tasked to provide those services.

The City may propose additional tasks as deemed necessary to complete assignment. Any additional work shall be compensated, as agreed upon, in the Professional Services Agreement (PSA) between the successful firm/individual and the City.

V. SCHEDULE

Responses to the RFP must be submitted to the City of St. Helena as outlined in this section.

Responses are due no later than
WEDNESDAY, JULY 31, 2019 AT 4:00 PM
 Responses received after this date and time will not be considered.

**PROPOSED SCHEDULE FOR THE REVIEW AND SELECTION PROCESS
AND DESIRED TIMELINES FOR DELIVERABLES**

| MILESTONE | DATE | TIME |
|--|--------------------------|-------------|
| Release RFP | June 14, 2019 | |
| Question submittal deadline | June 28, 2019 | 4:00PM |
| Questions posted on City website (cityofsthelena.org/rfps) | July 12, 2019 | 5:00PM |
| Proposal due date | July 31, 2019 | 4:00PM |
| Review and scoring of submittals | Week of August 5th | 9:00AM |
| Interviews w/finalists | Mid- to Late August 2019 | TBD |
| Award of Agreement | September 10, 2019 | 6:00 PM |

The schedule may be modified and/or extended if necessary.

VI. PROPOSAL SUBMISSION REQUIREMENTS AND FORMAT

If interested in this RFP, please notify Cindy Tzafopoulos by email at ctzafopoulos@cityofsthelena.org so you may be added to the notification list for addendums. Failure to notify could result in missing important and required information, and could result in disqualification.

Format

All submittals must follow the format described in this section. The City of St. Helena reserves the right to include or exclude any part of the submittals in the final agreement with the selected consultant. All parties interested in submitting proposals must provide specific and succinct answers to all questions and requests for information. Please answer the questions in the format and order presented. Submissions of resumes along will not be considered responsive to any specific questions.

Seven (7) bound copies of the submittal, one (1) unbound, reproducible copy, and one CD (or other digital medium) containing a PDF copy must be submitted. Each submittal shall contain no more than 20 double-sided 8½" x 11" pages (not counting dividers, exhibits, and any relevant appendices). Font shall be no less than 10pt. All pages shall be numbered.

To be considered for selection, submittals must arrive at the location shown below by the date and time specified in Section V. Proposers who mail packages should allow ample delivery time to ensure timely arrival.

Submittals shall be placed in a clearly marked envelope, titled City of St. Helena Legal Services and hand-delivered or mailed to:

City of St. Helena
Office of the City Clerk
Attention: Cindy Tzafopoulos
1480 Main Street
St. Helena, CA 94574

It is the sole responsibility of the Proposer to ensure timely delivery. Late proposals shall not be considered. Proposals will not be accepted at any other location other than the address specified above. Faxed or emailed proposals will not be accepted.

Content

The content of your proposal should include the following in summary form:

- Part 1: Cover Letter, Executive Summary, and Consultant Identification and Team
- Part 2: Approach to Providing Legal Services
- Part 3: Current Practices/Conflict of Interest
- Part 4: Professional References
- Part 5: Compensation to Provide Services
- TOTAL: 100 points

PART 1 | COVER LETTER, EXECUTIVE SUMMARY, AND CONSULTANT IDENTIFICATION AND TEAM

In no more than three (3) pages the Cover Letter, Executive Summary, and Consultant Identification and Team shall include:

1. The names of the key members of the legal team with resumes and a summary of the following for each key member of the legal team:
 - a. Length of employment with the firm
 - b. Specialization
 - c. Legal training
 - d. Scholastic honors and professional affiliations
 - e. Date of admittance to California Bar
 - f. Years of practice
2. Municipal or local public sector experience.
3. Knowledge of, and experience with, California Municipal Law (years and state of other types of clientele represented).
4. Litigation experience and track record.
5. Knowledge and use of Alternative Dispute Resolution (ADR) techniques; ADR training and experience; and success record of advocacy in mediation and arbitrations.
6. Knowledge and practice of law relating to land use and planning, CEQA, NEPA, general plans, real estate, environmental issues, and other related law.
7. Experience in the area of personnel, workers' compensation, general liability, and employee relations.
8. Experience in the area of contracts and franchises; preparation and review of ordinances and resolutions.
9. Experience in the area of the Public Records Act, Brown Act, and Elections Code.

10. Experience with implementation of Electronic Document Management System and updating of Records Retention Schedule, automation processes, and procedures for conversion to paperless system (i.e. contract routing/signatures).
11. If the firm, or any of the attorneys employed by the firm, have ever been successfully sued for malpractice, been subject of complaints filed with the State Bar, or had discipline imposed by the State Bar. If yes, please provide information on the nature of the incident, the date on which the matter began and was concluded, and the result of the situation.
12. The mailing address, telephone number, and the name of the main point of contact for the legal team.
13. An acknowledgement of receiving any addendum(s) to the RFP document sent out by the City.

PART 2 | APPROACH TO PROVIDING LEGAL SERVICES

Please include a written response to the following questions:

1. Describe you anticipated approach to delivering high quality, cost effective legal services for the City of St. Helena. Please detail how you would fulfill the role of legal advisor to the City Council and City Manager, given that St. Helena is a relatively small agency.
2. Specify the individual that you propose for appointment as the City Attorney.
3. Specify the individual(s), if any, that you would propose as Assistant or Deputy City Attorney and/or who would be designated as competent, substitute/backup legal representation for the agency in the event of the absence or unavailability of the Attorney.
4. Describe your preferred working relationship with the City Council, City Manager, Department Heads, City Committees and Commissions, and other members of staff.
5. Please describe how you would propose to develop and maintain working knowledge of City operations:
 - a. Frequency of participation in management team/agenda preparation meetings;
 - b. Availability to personally consult with management team and Council members;
 - c. Coordinate Council meeting agenda work flow with City Manager and City Clerk; and
 - d. Provide training and consultation as appropriate.
6. Explain your proposed communication structure. Define the standard time frames for response by the Attorney to direction and/or inquiry from the City Council and City Manager. (Email, text message, and phone call.)
7. Specify intended office location and information regarding accessibility including hours and days of week for both emergency and regular contact.

8. Consistent with the City's established Policy P-CC-0001 *Management of Legal Services*, describe the systems/mechanisms that would be established for monthly reporting of status of projects, requests, and litigation. Describe the process for transmittal of requests and other material to Attorney. Provide samples of your proposed written litigation analysis and monthly reporting formats.
9. Describe you or your firm's proactive approach to educating and developing client (Council and staff) with the goal of helping them to comply with state and federal law and to prevent potential litigation. Please include samples from within the past 12 months of client training materials, training classes, newsletters, contract templates, and/or other approaches used by your firm (if any).
10. The City, prior to commencement of work, will require the firm/individual with which a contract is established, to provide evidence of appropriate professional liability insurance, errors and omissions insurance, and workers compensation insurance coverage as needed. Please indicate your ability to meet the insurance requirements as indicated in the Professional Services Agreement, Section 7.
11. The successful firm/individual must agree, if awarded a contract as a result of its proposal, to the indemnification provision in the Professional Services Agreement, Section 8. Please indicate your ability to meet this requirement.
12. The individual or firm selected must obtain a City of St. Helena business license.

PART 3 | CURRENT PRACTICES/CONFLICT OF INTEREST

1. List any political contributions of money, in-kind services, or loans made to any member of a City/City Council within the last three years by the applicant law firm and all of its attorneys, including the attorney being proposed to represent the City.
2. List all public clients for which you or your firm current provide services or are under retainer.
3. List all public clients for which you or your firm previously provided services over the last five years.
4. For the firm and/or the proposed attorney, demonstrate our continuing availability for providing legal services to the City based on your current or known future professional commitments.

PART 4 | PROFESSIONAL REFERENCES

Provide three professional and three personal references for the individual recommended for appointment as the City Attorney. Include with each the name, address, and work telephone number of the reference.

PART 5 | COMPENSATION TO PROVIDE SERVICES

It is anticipated that the firm/individual will propose a plan where basic services are provided under a fixed monthly fee or retainer and additional services billed at an agreed upon hourly rate. Basic services, for the purposes of this proposal, shall include those legal services generally understood within the field of municipal law to fall within the category of "general counsel" work as outlined in the requested scope of work. Please provide alternative compensation structure if not proposing this type of approach.

Include in your proposal the following:

1. Proposed fix monthly fee or retainer for basic services
2. Specific services to be included in the category of basic services
3. Proposed hourly rate for litigation and special services
4. Specific services to be in the category of "litigation", "additional", or "special" services
5. Specific expenses for which firm will claim reimbursement from the City including type and unit rate (i.e. rate for mileage, reproduction of documents, travel expenses, conference registration, if any, etc.)
6. Any additional charges or costs

The City utilizes a standard contract template for Professional Services Agreements (PSAs). In addition, the City Council has adopted policy P-CC-0001 Management of Legal Services, please specify whether you have any exceptions to the proposed terms and conditions of the PSA and Policy.

The City Council utilizes a standard evaluation form for its bi-annual evaluation of the City Attorney, please specify any concerns with the evaluation form.

VII. SELECTION PROCESS

The City Council has established an Ad Hoc committee of the City Council which will work with the City Manager to screen and review all proposals. Proposals will be carefully evaluated for:

1. Depth and breadth of experience and expertise in the practice of law, most specifically in those areas most often encountered in municipal government operations in a small municipal agency setting.
2. Capacity to perform legal services promptly and in a manner that permits the City Council and staff to meet established deadlines and to operate in an effective and efficient manner.
3. Degree of availability and process for quick response to inquiries that arise out of day-to-day operating questions or problems.
4. Degree of availability for on-site meetings with City Council, staff, and affected parties in a timely manner.
5. Degree to which firm and/or individual attorneys/counsel stay current through continued professional development and active communication with members of the municipal law field.
6. Use of ADR techniques.
7. Inclusion of all of the information and documents requested in this RFP.

8. Written communication skills.
9. Proactive approach to risk avoidance, training, and consultation.
10. Cost of services.

Qualifications and references of the top candidates based on proposal responses will be verified.

The selected consultant will be asked to enter into a Professional Services Agreement with the City of St. Helena and comply with the insurance requirements set forth therein.

Interviews by the full City Council of the top ranked proposers will be determined by City Council Ad Hoc Committee and City Manager. Based on the number and quality of applications, there may be a preliminary interview of selected firms by the Council Ad-Hoc Committee to recommend finalists for interview by the full City Council. These interviews are anticipated for the mid- to late-August time period. Participation in this interview process will be at no cost to the City.

The City Council will utilize the Ad Hoc Committee and City Manager to negotiate the terms and conditions of a contract outlining duties and compensation with the selected party, which must then be approved by formal Council action.

The City Council will award a Professional Services Agreement ("Agreement") to the firm and/or individual(s) to serve as City Attorney and will formally appoint the individual(s) to serve as City Attorney. The City Attorney shall serve at the pleasure of the City Council. The City Attorney is not a City employee and the City Council may terminate the appointment at any time, with or without cause based on the terms of the Agreement.

Legal services to the City are anticipated to begin on or shortly after September 10, 2019, upon award of a contract.

VIII. PROPOSAL TERMS AND CONDITIONS

1. EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the proponent that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. No request for modification of the provisions of the proposal shall be considered after its submission on the grounds the proponent was not fully informed as to any fact or condition.

2. ADDENDA INTERPRETATIONS

If it becomes necessary to revise any part of this RFP, a written addendum will be provided to each firm that requested to be added to the notification list, and said addenda will be uploaded to the City website. The City of St. Helena is not bound by any oral representations, clarifications, or changes made in the RFP by the City or its agents, unless such clarifications or change is provided in written addendum from the City of St. Helena.

3. DESIGNATED CONTACT

For the purposes of this RFP, the City Manager is designated as the contact person. Any questions concerning the scope of work and the selection process shall be directed to Mark Prestwich, at mprestwich@cityofsthelena.org. Any and all questions and responses concerning this RFP will only be accepted in writing, via email. All questions must be received by June 28, 2019 by 4:00PM.

Responses to questions will be posted on the City's website, cityofsthelena.org/rfps, and will become part of the RFP. It is the consultant's responsibility to check the website for updates.

4. PUBLIC RECORDS

This RFP document and all submittals in response thereto are public records. Prospective consultants are cautioned not to include any material into the proposal that is strictly proprietary in nature.

5. PROPOSAL COSTS

All costs associated with the preparation of RFP submittals shall be borne by the respondent. This RFP does not constitute any form of offer to contract.

6. RESERVATION OF RIGHTS

The City reserves the right, for any reason, to accept or reject any one or more proposals; to request additional information concerning any proposals for purposes of clarification; to accept or negotiate the terms and specifications of the proposal, following the deadline for receipt of all proposals; to waive any irregularities, if such would serve the best interest of the City, as determined by the City Council; to modify any part of the RFP; or issue a new RFP.

The City Council wishes to retain the greatest latitude in its ability to change attorneys and/or law firms should that become necessary. The individual(s) appointed as City Attorney shall serve solely at the pleasure of the Council. The City Attorney is not a City employee and may be terminated at anytime by the City Council, with or without cause.

7. PRODUCT OWNERSHIP

Any documents resulting from the contract will be the property of the City.

8. PROFESSIONAL SERVICES AGREEMENT

All Proposers must identify in their proposal any terms and conditions of the sample Professional Service Agreement (Exhibit A) that they wish to negotiate. Insurance is required as outlined in Section 7 of the sample agreement.

9. CAUSES FOR DISQUALIFICATION

Any of the following may be considered cause to disqualify a proponent without further consideration:

- Evidence of collusion among proponents;
- Any attempt to improperly influence any member of the evaluation panel;
- A proponent's default in any operation of a professional services agreement which resulted in termination of that agreement; and/or
- Existence of any lawsuit, unresolved contractual claim, or dispute between proponent and the City.



REQUEST FOR PROPOSALS
for
CITY ATTORNEY SERVICES

September 2018

Important Dates:

Proposal Due Date: October 19, 2018
Selection Interviews: November 14, 2018
Award of Agreement: November 29, 2018
Agreement Start Date: March 1, 2019

Contact:

Heather Mc Laughlin, City Attorney
City Attorney's Office
250 East L Street
Benicia, CA 94510
Phone: (707) 746-4216
Fax: (707) 746-1196
Email: hmclaughlin@ci.benicia.ca.us

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INTRODUCTION

The City of Benicia (“City”) is requesting proposals from qualified law firms to provide City Attorney services and other legal services on a contract basis.

Background.

The City of Benicia, a San Francisco Bay waterfront community of 28,000, is known for its small town charm and quality of life and is home to numerous award-winning restaurants, schools and parks. Benicia is nestled on the east bay shoreline in southwest Solano County. The City encompasses 13 square miles and is located 35 miles northeast of San Francisco, and 57 miles southwest of Sacramento.

Benicia has a rich history in California. Founded in 1847 and the third California city to incorporate, Benicia served as the third State Capitol in 1853 and 1854. The City has more than 40 fully restored historic sites, which include the Benicia Capitol State Historic Park, Benicia Arsenal, and the original site of Mills College.

Recreation is a big part of the Benicia lifestyle. The area features miles of public shoreline, a marina and boat launches for fishing and sailing and the Benicia State Recreation Area. The City has a beautiful 50-acre multi-use community park and oversees an additional 156 acres of city parks. Benicia is the home to many internationally known artists and acclaimed glass and art studios; events and activities are held in Benicia throughout the year, which are enjoyed by residents and visitors, individuals and families. Benicia also has Northern California’s largest port-oriented industrial park, an expanding business park, and serves as a primary Bay Area center for auto imports.

The City of Benicia is a community with a high level of pride and concern for preserving the quality of life. Residents enjoy low crime, good schools, relatively affordable housing, and a wide range of cultural and recreational opportunities.

Benicia is a full service General Law City and operates under the Council-Manager form of municipal government. The Mayor is directly elected, as are the four Council Members, City Clerk, and City Treasurer, to four-year terms. The City Council appoints the City Manager and City Attorney. The City operates on a two-year budget cycle with a General Fund of approximately \$40 million and an all funds budget of almost \$70 million. Approximately 220 fulltime employees serve in the city departments of Administration, Police, Fire, Finance, Public Works, Community Development, Library and Cultural Services, and Parks & Community Services. The Public Works Department includes the water treatment facility as well as a wastewater treatment facility. The Parks and Community Services Department also operates the City Cemetery.

The City’s Mission is to provide excellent service. The Vision is to work together to build a sustainable community and enhance the City’s overall quality of life. The City’s Values and

Guiding Principles are: integrity, inclusiveness and collaboration, respect, responsiveness, and teamwork.

Purpose of the Request.

The current City Attorney has announced her intention to retire from the City in March of 2019. The City desires to obtain the services of a law firm experienced in municipal law to fill the role of City Attorney. Qualified firms with at least five (5) years of municipal law experience are invited to submit written proposals to provide city attorney services. It is the City's preference that the designated City Attorney have at least 10 years of municipal law experience.

The City Attorney is expected to provide a wide range of legal services to the City. The City Attorney is selected by the City Council and will work closely with the City Manager and other City staff. The person appointed as City Attorney shall serve at the pleasure of the Council. The City Attorney will not be a City employee.

SCOPE OF SERVICES

Attached, as Appendix A, is a list of major work tasks that should be accomplished as part of the scope of work. The proposer is asked to define the approach and the specific scope of work and methodology to achieve the objectives presented in this Request for Proposal ("RFP"). The proposer should include a refined scope of work by developing a detailed description of all project tasks, both those suggested in this RFP and any changes, additions or recommendations the proposer suggests.

PROPOSAL FORMAT

All proposals shall include the following minimum information:

Approach.

A short discussion of the intended approach to the project that demonstrates the proposer's understanding of the issues and tasks and the proposer's ability to address them.

- Explain why the law firm is the best suited to perform the City Attorney duties.
- Describe the response time we can expect from the City Attorney to inquiries made by the City Council, City Manager and staff.

Description of Law Firm, Management and Team Members.

A description of the law firm, its history, and a work plan that identifies the personnel to be assigned to each task. The law firm description should clearly identify who will be the City Attorney, and the day-to-day contact person for the work, if different. Specify the individual(s), if any, that you would propose as Assistant or Deputy City Attorney and/or who would be

designated as competent, substitute/backup legal representation for the City, in the event of the absence or unavailability of the City Attorney.

The overall capabilities, qualifications, training, and areas of expertise for each of the partners/principals and associates that may be assigned to work with the City including, but not limited to:

- Name of individual(s) with resume(s) and length of employment with firm;
- Specialization, legal training and years of practice and years of public sector practice;
- Municipal or other local public sector experience and knowledge of California Municipal Law;
- Knowledge and practice of law relating to land use and planning, CEQA, NEPA, general plans, real estate, environmental issues, hazardous waste and other related law;
- Experience in the area of personnel, workers' compensation, general liability and employee relations;
- Experience in the area of drafting and interpreting contracts and franchises, including public works contracting and prevailing wage matters;
- Experience in the area of municipal code enforcement;
- Experience in the preparation and review of ordinances and resolutions;
- Experience in conflict resolution, managing disputes, and anticipating legal issues; and
- Experience in the area of the Conflicts of Interest, Public Records Act, the Brown Act, and the Elections Code.

Law Firm Clients and Projects.

A list of major clients or projects, both ongoing and planned, to which the law firm is committed during the time frame of this project should be provided. Include the staff resources devoted to those projects and the status of the projects.

- Identify all public clients for whom the law firm currently provides a significant amount of legal services. Identify any foreseeable or potential conflicts of interest that could result from such representation and the way you would propose to resolve such conflicts.
- Identify all private clients for whom the law firm currently provides a significant amount of legal services. Identify any foreseeable or potential conflicts of interest that could result from such representation and the way you would propose to resolve such conflicts.
- Identify all situations in the last ten (10) years in which the law firm has been adverse to public entities, either in litigation or administrative matters.
- If the law firm or a lawyer who is proposed to be on the Benicia team has been dismissed, fired, or the agreement has not been renewed in the last 5 years, please explain the circumstances.

Additional Services.

Currently, the City Attorney provides open government training and risk management services for the City. Identify other services the law firm can provide and identify which are subject to additional costs to the City and which are not subject to additional costs.

- Identify the types of in-service training (such as open government, ethics and AB 1234, commission roles and responsibilities, how to conduct performance evaluations, harassment, etc.) your firm is capable of providing.
- Identify risk management and insurance review services your firm is capable of providing.

Proposed Budget.

Billing proposals should consider the Scope of Work and hourly involvement by each law firm member. Describe how your firm will aid the City in remaining within the adopted legal services budget. Specify how long the prices quoted will be binding.

The system of proposed compensation shall be in one of three formats.

1. The law firm proposes an hourly rate(s) for all work, including meeting attendance;
2. The law firm proposes a billing system where some services (“basic services”) such as attendance at City Council and Planning Commission meetings (or other work) are billed at a fixed cost such as a per meeting fee and other services (“special services” are billed at the proposed hourly rate(s); or
3. The law firm proposes all work is billed at a fixed monthly cost.

For the purposes of this RFP, please refer to the definitions below and Appendices G and H for what work the City would consider basic services or special services. This list is not exhaustive, and the City is open to moving items between the defined categories.

Basic services. Basic services, for the purposes of this proposal, shall include those legal services generally understood within the field of municipal law to fall within the category of “general counsel” work, and shall include, but not necessarily be limited to, the following:

- a) Attendance at all meetings of the City Council (including regular sessions, closed sessions, and as needed work sessions). Regular sessions of the City Council are normally held on the first, third and occasionally fourth Tuesdays of each month commencing at 7:00 p.m. for the regular meeting with closed session typically held in advance of the meeting;
- b) Attendance at the monthly Planning Commission and various Council-appointed Board or Commission meetings on an as needed basis and/or as directed by the City Council or City Manager;
- c) Review and/or preparation of ordinances, resolutions, orders, agreements, contracts, forms, notices, declarations, certificates, deeds, leases, and other documents required by the City;
- d) Consultation with the City Council Members, City Manager, and City Department Heads and Staff as needed – rendering of legal advice and opinions concerning legal matters that affect the City, including new legislation and court decisions. Perform research and interpret laws, court decisions and other legal authorities in order to prepare legal opinions and to advise the City Council and City Department Heads on legal matters pertaining to City operations;

e) Legal work pertaining to property acquisition, property disposal, public improvements, public rights of way and easements, and matters relating to public utilities;

f) Coordinate the work of outside counsel as needed and as directed by the City Council or the City Manager;

g) Regularly scheduled office hours a minimum of two days per week at City Hall at times and on weekdays to be mutually agreed upon, to allow for direct interaction with the City Manager and Department Heads;

Special Services. Special services are those provided on an as-needed basis when directed by the City Council or City Manager. These special services, anticipated to be provided at a specified hourly rate, include research, preparation, and follow through on various types of specifically requested special services matters. If the firm proposes to provide litigation services to the City, provide the hourly rates and other terms that would apply.

All inclusive fixed monthly costs. Under this structure nearly all of the City's legal needs would be provided under a fixed cost. Specify what work, if any, would be excluded from the fixed cost.

Reimbursable expenses. Specific expenses for which firm will claim reimbursement from City including type and unit rate (i.e. rate for mileage, reproduction of documents, travel expenses, conference registration, if any, etc.)

Contract terms impacting budget. Specify any proposed term and/or condition that will impact the budget including length of contract, insurance requirements or other items.

References, Related Experience and Examples of Work.

Provide at least five (5) recent municipal client references with contact information. Specify the client, location, consultant firm members and participating individuals and their roles on team (principal, project director, etc.), type of work, and other relevant information to allow detailed reference checks.

Provide written samples of an ordinance, resolution, staff report, and litigation memo to Council. Please provide information on a particularly unique or controversial issue that the firm addressed and how the issue was resolved.

SELECTION PROCESS

Qualifications.

All proposals received by the due date will be evaluated by the City. Only information which is received in response to the RFP or any subsequent interview will be evaluated. The City will judge the responses of each proposing firm in several critical areas. Selected proposers may be invited to an oral interview.

Selection Criteria.

The City will select the most qualified proposal based on the following factors. Responses to the RFP should address the qualities and indicators that are listed below:

1. *Ability of the Law Firm to Design an Approach and Work Plan to Meet the City's Requirements.*

An assessment of the overall quality of the proposal and responsiveness to this RFP. Qualities and indicators that will receive consideration include:

- The law firm's demonstrated understanding of the Scope of Services;
- The detail and clarity of the discussion as to the law firm's approach;
- The specific individual designated to serve as City Attorney;
- The proposed solutions to the specific legal needs of the City such as affordable housing, subdivision and sign ordinance updates, the Arsenal, the Port and district elections;
- The law firm's performance in identifying any special problems or concerns which may be associated with the project and preliminary ideas about how these obstacles should be addressed;
- Depth and breadth of experience and expertise in the practice of law, most specifically in those areas most often encountered in municipal government operations;
- Range and quality of services provided by the firm;
- Capability to perform legal services promptly and in a manner that permits the City Council and staff to meet established deadlines and to operate in an effective and efficient manner;
- The cost of services;
- The inclusion of any unique or innovative approaches which are designed to save time and money or increase the benefits or effectiveness of the proposed services;
- The demonstrated ability to work with governmental bodies, businesses and residents;
- The philosophy on when to settle and when to litigate and best strategies for avoiding problems especially those not covered by insurance; and
- A full understanding of applicable laws or regulations that relate to the City.

2. *Ability of the Law Firm to Carry Out and Manage the Proposed Project.*

An assessment of the experience of the law firm in general. Qualities and indicators that will receive consideration include the number and types of clients and projects the law firm or its employees have completed; the variety of projects completed and a demonstration of the law firm's ability to undertake this project; the general level of experience in the areas of supervision, observing and monitoring projects; the law

firm's ability to realize timetables and quality control objectives; and the demonstrated general ability to bring about a successful completion of the projects under the proposer's direction.

3. *Capabilities of the Law Firm.*

Assessment of the capabilities of the organization and individuals that will be engaged in the project. Qualities and indicators that will receive consideration include the individual professionals who will be working on each task; the various professional, technical, and educational achievements and registration/licenses of the law firm and individuals involved; the applicable experience of the proposed assigned staff; and the specific experience gained on similar projects.

4. *Current Workload of the Law Firm.*

An assessment of the perceived ability of the law firm to devote the necessary human resources and management attention to the work. Qualities and indicators that will receive consideration include the number and size of other clients and projects presently being performed by the law firm and the assigned staff; the status of existing clients or projects; the past ability of the law firm to deliver projects on a timely basis; and the nature of the existing projects that are behind schedule or past the completion date.

5. *The Proposer and/or Team's Proximity to the City.*

An assessment of the geographic proximity to the City; the location of the office from which the City Attorney will be based; the perceived response time and general availability of the proposer's management to be on site; the perceived effect that the law firm's location will have on price and the ability of the law firm to provide services in a timely manner; and the availability of special travel or communication plans which would effectively mitigate any difficulties associated with location.

6. *Willingness to Comply with the Proposed Agreement Terms.*

A sample agreement is attached. Proposals will be rated based on the exceptions taken to the proposed agreement.

7. *Cost of Proposal.*

Cost, while not determinative, may be considered in the selection process.

PROPOSAL DUE DATE, DELIVERY AND AWARD

Proposed Selection and Project Schedule.

RFP Release Date: September 5, 2018

Proposal Due Date: October 19, 2018

Ad Hoc Committee Review: By November 2, 2018
Selection Interviews: November 14, 2018
Award of Agreement: Special Meeting November 29, 2018
Agreement Start Date: March 1, 2019

Delivery.

Law firms or individuals interested in submitting proposals for City Attorney shall submit:

- One (1) flash drive or disk;
- One (1) original hard cover-bound proposal marked "ORIGINAL"; and
- Eight (8) hard-cover bound copies, (marked copy)

on or before the Submittal Deadline of the proposal, with a proposed contractual agreement, in a sealed envelope bearing the caption "*City of Benicia - City Attorney Proposal.*"

The proposals shall be delivered no later than:

4:00 p.m. October 19, 2018

to the address below. All copies received by that time will be date and time stamped. Proposals will not be accepted after this time. Proposals should be addressed to:

Heather Mc Laughlin, City Attorney
City Attorney
250 East L Street
Benicia, CA 94510

Faxed, PDF/scanned, emailed proposals **will not** be accepted. Hand carried proposals will be accepted at the above address.

Award of Contract.

It is anticipated that any award of an agreement for services will be made by the City Council at a special meeting on November 29, 2018.

CONDITIONS OF REQUEST

General Conditions.

The City reserves the right to cancel or reject all or a portion or portions of the Request for Proposal without notice. Further, the City makes no representations that any agreement will be awarded to any organization submitting a proposal. The City reserves the right to reject any and all proposals submitted in response to this request or any addenda thereto.

The City also reserves the right to reject any sub-consultant or individual working on a consultant team and to replace the sub-consultant or individual with a mutually acceptable replacement.

Any changes to the proposal requirements will be made by written addendum.

Liability of Costs and Responsibility.

The City shall not be liable for any costs incurred in response to this Request for Proposal. All costs shall be borne by the person or organization responding to the request. The person or organization responding to the request shall hold the City harmless from any and all liability, claim or expense whatsoever incurred by or on behalf of that person or organization. All submitted material becomes the property of the City of Benicia.

The law firm will be required to assume responsibility for all services offered in the proposal whether or not they possess them within their organization. The law firm and the person identified as the City Attorney will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

Public Nature of Proposal Material.

Responses to this Request for Proposal become the exclusive property of the City. At such times as a formal recommendation to award an agreement to one of the proposers is made to the City Council, all submittals received in response to this Request for Proposal become a matter of public record and shall be regarded as public records, with the exception of those elements in each submittal which are defined by the proposer as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under the California Public Records Act. Any submittal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary," shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City may not be in a position to establish that the information that a proposer submits is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary," the City will provide the proposer who submitted the information with reasonable notice to allow the proposer to seek protection from disclosure by a court of competent jurisdiction.

Validity.

The proposer agrees to be bound by its proposal for a period of ninety (90) days commencing from the date proposals are due, during which time the City may request clarification or correction of the proposal for the purpose of evaluation. Amendments or clarifications shall not affect the remainder of the proposal, but only the portion so amended or clarified.

Standard Agreement.

A sample agreement has been provided as Appendix B for the proposer's review and comment. If a proposer wishes to take exception to any of the terms and conditions contained in the consultant agreement, these should be identified specifically; otherwise, it will be assumed that the proposer is willing to enter into the agreement as it is written. Failure to identify contractual issues of dispute can later be the basis for the City disqualifying a proposer. Any exceptions to terms, conditions, or other requirements must be clearly stated. Otherwise, the City will consider that all items offered are in strict compliance with the RFP, and the successful proposer will be responsible for compliance. The City will consider such exceptions as part of the evaluation process, which may constitute grounds for rejection of the proposal. The agreement will not be executed by the City without first being signed by the proposer.

Permits and Licenses.

Proposer, and all of proposer's sub-consultants, at its and/or their sole expense, shall obtain and maintain during the term of any agreement, all appropriate permits, certificates and licenses including, but not limited to, a City Business License, which will be required in connection with the performance of services hereunder.

Oral and Written Explanations.

The City will not be bound by oral explanations or instructions given at any time during the review process or after the award. Oral explanations given during the review process and after award become binding only when confirmed in writing by an authorized City official. Written responses to question(s) asked by one proposer will be provided to all proposers who received this Request for Proposal.

Proposer's Representative.

The person signing the proposal must be a legal representative of the firm authorized to bind the firm to an agreement in the event of the award.

Insurance.

General liability, automobile, professional liability, and worker's compensation insurance are required in the amount set forth in Appendix C "Summary of Indemnity and Insurance Requirements".

AVAILABILITY OF DOCUMENTS

Copies of the most recent year end statistics for the City Attorney's office are available on the City Attorney's webpage at www.ci.benicia.ca.us under the Legal Aid section and then reference material.

Appendices:

- A. Major Work Tasks
- B. Standard Contract
- C. Summary of Indemnity and Insurance Requirements
- D. Certification of Proposal
- E. Business Information Form
- F. Cost Proposal Form
- G. Worksheet Retainer Services
- H. Worksheet Other Services

Appendix A: Scope of Work

The City Attorney is appointed by and reports to the City Council. The City Attorney is the chief legal counsel for the City of Benicia and, as such, is responsible for advising on all legal matters. The primary responsibilities the City will require of its City Attorney shall include, but not be limited to, the following:

- Represent and provide legal advice and consultation on a daily basis to the City Council, City Manager and City Staff as requested or required. Contacts are usually made by email or telephone and same-day response is typically expected.
- Attend at least two to three regular City Council meetings per month and be prepared to advise the Council on matters on the agenda as well as procedural or substantive issues that arise during the meeting. Attendance at monthly Planning Commission is required and attendance at Open Government Commission meetings. Attendance Civil Service Commission or other City meetings as required when requested.
- Coordinate and manage the services and costs of all outside legal counsel within budgetary limits as approved by the City Council.
- Recommend policies and procedures that comply with the requirements of the law.
- Keep the City Council informed of legislation or judicial opinions that have potential impact to the City.
- Prepare, review and revise staff documents, including, but not limited to, initiation of memorandums concerning legal issues, contracts, agreements, ordinances, resolutions, land use decisions on appeal, and staff reports for the legal support of City functions and duties.
- Provide staff assistance, legal research and counseling related to the acquisition or sale of property, preparation of leases, deeds and easements, agreements, utility franchise agreements, operations governed by law, liability situations, grant guidelines, pension law, personnel, employee relations and other matters as necessary requiring legal advice.
- Interpret the City's Municipal Code and prosecute misdemeanor and ordinance infractions as necessary.

- Provide guidance concerning the requirements of the Brown Act, Conflict of Interest (AB 1234), the Political Reform Act, the Public Records Act, due process and other legal requirements imposed by statute and common law.
- Represent the City in litigation not covered by the City's self-insured risk pools.
- Provide legal advice and assistance to operating departments, assist in notice of disciplinary actions and provide advisory service to the personnel.
- Research and interpret laws, court decisions and other legal authorities in order to prepare legal opinions and to advise the City Council and management staff on legal matters pertaining to City operations.
- Represent the City before other governmental bodies and agencies to promote the interest of the City.
- Oversee coordination with special legal counsel on all City litigation as directed by the City Council and/or City Manager.
- Maintain legal files and provide the Legal Technician copies of pertinent pleadings and orders in all litigation the City Attorney is handling for the City.
- Perform other legal duties as may be required by the City Council as may be necessary to complete the performance and functions mentioned above.

Appendix B: Proposed Agreement

ATTORNEY SERVICES AGREEMENT

THIS AGREEMENT, by and between the City of Benicia, a municipal corporation herein referred to as "City," and _____, an LLC. engaged in the practice of law in the State of California, herein called "Law Firm."

WHEREAS, the City desires to engage Law Firm to perform the duties of the office of the City Attorney;

WHEREAS, the city attorney of the City of Benicia is the chief legal advisor and litigator for the City and is charged with the responsibility of protecting the interest of the City, its directors, officers, employees and agents in any litigation initiated by or against the City, its Council, officers, employees and agents as provided for by California law and the ordinances of the City; and

WHEREAS, Law Firm certifies that its attorneys and staff have the skills, qualifications, ability, background, certifications, licenses, knowledge and experience necessary to provide city attorney services on the terms and conditions described herein.

WITNESSETH:

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1.0 Scope of Services.

Law Firm is to perform the duties of City Attorney and to provide all necessary legal services as may be required from time to time by City as set forth in Exhibit A which is attached hereto and incorporated herein by reference. Law Firm shall provide said services at the time, place, and in the manner specified in Exhibit A, subject to the direction and supervision of the City Council. Law Firm shall coordinate services hereunder with the City Council or its delegee and that all performances required hereunder by Law Firm shall be performed to the satisfaction of the City Council. Nothing in this agreement shall limit City's authority pursuant to California Government Code section 36505 to appoint a different city attorney. Nor shall this agreement limit City's authority under California Government Code section 53060 to contract with any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters.

2.0 Time of Performance.

The services of Law Firm are to commence upon March 1, 2019 and shall continue until this Agreement is amended or terminated. Work shall be undertaken and completed in such sequence as to assure their completion as expeditiously as is consistent with professional skill and care.

3.0 Compensation, Reimbursement and Methods of Payments.

3.1 Compensation to be paid to Law Firm shall be in accordance with the Schedule of Charges set forth in Exhibit B, which is attached hereto and incorporated herein by reference. The schedule of charges shall set forth how long the prices are valid.

3.2 Unless otherwise agreed, Law Firm shall provide monthly bills unless charges for a particular month are insignificant. The following information must be provided in monthly bills:

A. A detailed description of work, in time increments of .1 hour (one tenth of an hour) for and by each and every individual billing services. Law Firm shall keep the City advised regarding the identity and the billing rates of those people who work on the account. General information sufficient to identify the work being done shall be provided if services are provided on a fixed cost basis.

B. Identification of the lawyer who is in charge of the matter.

C. Detailed disbursement breakdowns, including the nature and purpose of each disbursement.

D. Each billing item will be separately stated on a separate line identifying the biller, the time spent, and the exact nature of the service rendered.

E. Where charges are made for research time, the specific issue being researched, and the need will be identified. City has retained Law Firm for Law Firm's expertise, and therefore expects not to be billed for introductory or background research. The City will not pay for attorneys, law clerks and paralegals educating themselves or doing work of a transient nature on the case.

4.0 Engagement of Other Counsel, Specialists or Experts.

Law Firm will not engage or otherwise incur an obligation to pay other counsel, specialists or experts for services in connection with this Agreement without the prior written approval of the City Council or City Manager.

5.0 Termination of Agreement and Legal Services.

This Agreement may be terminated by the City immediately with or without cause. Law Firm may terminate the agreement upon thirty (30) days' written notice of termination.

In such event, all finished or unfinished documents, project data and reports, both originals and all duplicate copies, in all forms and media requested by the City, shall immediately be turned over to the possession of City, which owns all such materials. In the

event of such termination, Law Firm shall be paid for all satisfactory work, unless such termination is made for cause, in which event compensation, if any, shall be adjusted in the City's sole discretion in light of the particular facts and circumstances involved in such termination.

6.0 Performance Review.

City and Law Firm agree that periodic performance evaluations are an important means by which the City Council and Law Firm may ensure effective communication regarding expectations and performance. During the first year of the Term of this Agreement, the City Council shall conduct a six-month performance evaluation in September 2019. Thereafter, City shall annually review the performance of Law Firm every March; provided, however, a mid-term performance evaluation shall be conducted upon the request of either party. The performance evaluation shall be subject to a process, form, criteria, and format to be determined by the City Council with input from Law Firm, which the City Council may choose to accept or reject. Nothing herein shall prevent the City Council from conducting a performance evaluation of Law Firm as often as it deems necessary under the circumstances.

7.0 Ownership/Retention of Documents, Books and Records.

7.1 All writings prepared by Law Firm in the course of implementing this Agreement, except working notepads, preliminary draft and internal firm documents, are the property of the City.

7.2 Law Firm shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of payment to Law Firm under this Agreement.

7.3 Law Firm shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination of this Agreement.

7.4 Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit by the City Manager, City Auditor or designated City Councilmember(s), at any time during regular business hours, upon written request by the City Council. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Law Firm's address indicated for receipt of notices in this Agreement. Nothing herein shall require or permit the release or inspection of any privileged document without the express written waiver of such privilege by the City Council.

7.5 Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Law Firm's business, City may, by written request by any of the above-named officers, require that custody of the records

be given to the City and that the records and documents be maintained at City Hall.

8.0 Interest of Members of Local Public Agency.

No member of the governing body of the City, and no other officer, employee or agent of the City who exercises any discretion, function or responsibility in connection with the carrying out of any project to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

9.0 Adverse Interest of Counsel.

Law Firm agrees to secure the informed written consent of the City Council before accepting any representation adverse to the City (actual or apparent) during the term of this Agreement, and to forego such representation if the City Council, in its sole discretion, objects for any reason.

10.0 Conflict of Interest.

Law Firm certifies that no member, officer or employee of the Law Firm is an officer or employee of the City of Benicia except to the extent permitted by law.

Law Firm (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Law Firm's services hereunder. Law Firm further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

11.0 Prohibited Interests.

Law Firm warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Law Firm, to solicit or secure this Agreement. Further, Law Firm warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Law Firm, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

12.0 Professional Ability of Law Firm.

City has relied upon the professional training and ability of Law Firm to perform the services hereunder as a material inducement to enter into this Agreement. Law Firm shall

therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Law Firm under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Law Firm's field of expertise.

13.0 Compliance with Laws.

Law Firm shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations. Law Firm represents and warrants to City that it has the licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Law Firm to practice its profession. Law Firm represents and warrants to City that Law Firm shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Law Firm to practice its profession, including a City Business License.

14.0 Indemnity.

Law Firm agrees to defend, indemnify and hold harmless the City, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising out of the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers.

15.0 Assignment and Subcontracting.

The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Law Firm. Law Firm shall be fully responsible to City for all acts or omissions of any subcontractors. Assignments of any or all rights, duties or obligations of the Law Firm under this Agreement will be permitted only with the express consent of the City Council. Law Firm shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Law Firm shall be fully responsible to City for all acts or omissions of those subcontractors. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

16.0 Authority to Enter Agreement.

Law Firm has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the City and Law Firm agree as set forth hereinabove as of the date last set forth below.

INSERT LAW FIRM

CITY OF BENICIA

By: _____
Name, Position

By: _____
Elizabeth Patterson, Mayor

Dated: _____

Dated: _____

ATTEST:

By: _____
Lisa Wolfe, City Clerk

Exhibit A: Scope of Services
Exhibit B: Insurance

Appendix C: Summary of Indemnity and Insurance Requirements for Non-Design Professionals

Please provide a copy of these indemnity and insurance requirements to your insurance broker or insurer to confirm compliance

INDEMNIFICATION

(a) Law Firm agrees to indemnify, release, defend and hold harmless the City, its officers, agents and employees ("indemnitees") from and against any and all claims, demands, losses, defense costs or liability of any kind or nature which indemnitees may sustain or incur or which may be imposed upon them for injuries to or death of persons, or damage or injury to property as a result of, arising out of, or in any manner connected with Law Firm's performance under the terms of this Agreement. Law Firm or any approved Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of the Agreement are undertaken in addition to, and shall not be in any way be limited by, the insurance obligations contained in this Agreement.

(b) Further, Law Firm will indemnify City, and hold it harmless, from an assertion that as a result of providing services to City, Law Firm or any of its employees or persons performing work pursuant to this Agreement is entitled to benefits from, or is covered by, the Social Security retirement system or the California Public Employees Retirement Systems. Notwithstanding the foregoing, however, Law Firm's obligations for any payments to such claimant shall be limited to those payments which City may be required to pay.

INSURANCE

- (a) Without limiting Law Firm's indemnification, it is agreed that Law Firm shall maintain in force at all times during the performance of this contract, the following types of insurance providing coverage on an "occurrence" basis. Said insurance shall name the City, its officers, agents and employees as additional insureds. Evidence of said insurance shall be delivered to City at the same time Law Firm signs this Agreement in certificate forms acceptable to the City.
- Commercial general liability and property damage insurance. Coverage: at least \$1,000,000 per occurrence. If commercial general liability insurance or other form with a general aggregate limit shall apply separately to this Project/location, the general aggregate limit shall be at least twice the required occurrence limit.
 - Automobile insurance for the vehicle(s) Law Firm uses in connection with the performance of this Agreement. Coverage: at least \$1,000,000 per occurrence for bodily injury and property damage.

Worker's Compensation insurance to cover its employees as required by the Labor Code of the State of California. Law Firm's worker's compensation insurance shall include the following language: "All rights of subrogation are hereby waived against the City, its officers and employees when acting within the scope of their appointment or employment." In the event any class of employees engaged in hazardous work under this Contract is not protected under Workers' Compensation Statutes, the Law Firm shall provide adequate and suitable insurance for the protection of its employees not otherwise protected.

Errors and Omissions insurance. Coverage: at least \$2,000,000 each occurrence, at least \$2,000,000 policy aggregate.

(1) The limits of insurance required in the contract may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City (if agreed to in a written contract) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(2) It shall be a requirement under this contract that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the broader coverage and maximum limits specified in this contract; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

(3) The insurer waives all rights of subrogation against the City, its elected or appointed officials, officers, employees or agents.

(4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

(5) The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty days written notice has been received by the City.

(b) Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

(1) The City of Benicia, its elected or appointed officers, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Law Firm, including materials, parts or equipment furnished in connection with such work or operations.

(2) This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it. The Additional Insured coverage shall be at least as broad as CG 20 01 04 13.

(3) This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

(c) In the event Law Firm desires to hire or employ any other company or person to perform any part of the services contemplated herein, the written approval therefore must be first obtained from the City. The City may withhold such approval for any reason. If approval is given by the City, Law Firm shall secure and provide City evidence securing said Worker's Compensation insurance covering said approved employee(s) in statutory amounts and providing 30 days' advance notice to City in the event said policy is canceled.

(1) Should the City approve the hiring or employment of another company or person as a Subcontractor, Law Firm agrees to include with all subcontractors in the subcontract the same requirements and provisions of this contract including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by the Law Firm agree to be bound to Law Firm and the City in the same manner and to the same extent as Law Firm is bound to the City under the Contract Documents. Subcontractor further agrees to include these same provisions with any subcontractor. A copy of the City's Contract Document indemnity and insurance provisions will be furnished to the Subcontractor upon request. The Law Firm shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to the commencement of any work and will provide proof of compliance to the City.

(2) Any approved Subcontractor agrees to be bound to the Law Firm and City in the same manner and the same extent as Law Firm is bound to the City under the Contract Documents. Subcontractor further agrees to include the same requirements and provisions of this Contract, including the indemnity and insurance requirements, with any City approved subcontractor to the extent they apply to the scope of subcontractor's work.

(d) Deductibles and Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to the City's Risk Management for approval and shall not reduce the limits of liability. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insurance retention as respects the City, its officers, officials, agents, employees and volunteers; or Law Firm shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Policies containing any self-insured (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City. The City reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

Appendix D: Certification of Proposal

- The undersigned hereby submits its proposal and, by so doing, agrees to furnish services to the City in accordance with this Request for Proposal and to be bound by the terms and conditions of the RFP.
- This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is solely responsible for such errors or omissions.
- It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informal or irregularity in any proposal received by the City.
- The proposal includes all components, figures and dates required by this Request for Proposal.
- This firm has carefully read and fully understands all of the items contained in this Request for Proposals. This firm agrees to all of the requirements of the RFP.
- The City is not responsible for any cost associated with preparing the Proposal.

Date: _____

Name of Firm: _____

Authorized Signature: _____

Print/Type Name: _____

Title: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

Appendix E: Business Information Form

Business Contact Information:

Name of Firm: _____

Address: _____

City/State/Zip Code: _____

Telephone: _____

Fax: _____

Email: _____

Website: _____

Federal Tax Number: _____

Number of Years in Business: _____

Number of Employees: _____

Does the firm/business maintain amounts of insurance specified by the City? Yes No

Are there any claims that are pending against any insurance policies? Yes No

If yes, describe: _____

Has the firm/business been in bankruptcy, reorganization, or receivership in the last five (5) years? Yes No

Has the firm been in business for at least five (5) years?

Has the proposed designated City Attorney practiced municipal law a minimum of ten (10) years? Yes No

Is each of the proposed attorneys accredited and in good standing with the State Bar of California? Yes No

Business Classification: Corporation Partnership Individual

If a Corporation:

Date of Incorporation: _____

State of Incorporation: _____

President's Name: _____

If a Partnership:

Date of Organization: _____

Name of all Partners: _____

Appendix F: Cost of Proposal Form

Proposer

Name of Firm: _____

Address: _____

Name of Contact: _____

Phone Number: _____

Email Address: _____

Hourly Rates (no retainer)

Estimated average hours per month: _____ Hourly Rate: \$ _____

Total cost for services per month: \$ _____

Monthly Retainer

Estimated average hours per month: _____ Hourly Rate: \$ _____

Total cost for services included in monthly retainer: \$ _____

Add-On Hours Outside of Monthly Retainer:

| List of Personnel | Hourly Rates |
|-------------------|--------------|
| 1. _____ | \$ _____ |
| 2. _____ | \$ _____ |
| 3. _____ | \$ _____ |

Reimbursable and/or Other Costs:

Please define the types and unit rates for expenses (i.e. mileage, reproduction of documents, faxed documents, processing charges, etc.) if any:

**Appendix G: Cost of Proposal Worksheet:
Monthly Retainer Fee Services – no limitation on hours**

| Services | | Provided by Firm | | Included in Retainer | | Title of Person Performing Service |
|----------|--|------------------|----|----------------------|----|------------------------------------|
| | | Yes | No | Yes | No | |
| 1. | Attendance at regular meetings of City Council and Planning Commission. | | | | | |
| 2. | Telephone consultation and e-mails with Executive Team, City Manager and City Council. | | | | | |
| 3. | Review of every agenda item prior to its review by City Manager and inclusion on agenda. | | | | | |
| 4. | Review and approve Minutes of City Council and Planning Commission meetings. | | | | | |
| 5. | Review agendas for all City meetings (City Council, Planning Commission). | | | | | |
| 6. | Review public hearing notices. | | | | | |
| 7. | Review Planning Commission staff reports. | | | | | |
| 8. | Review all tort claims received by City and provide direction in coordination with PLAN/York representatives. | | | | | |
| 9. | Review and approve Risk Management and Administrative Policies. | | | | | |
| 10. | Review and approve Requests for Proposals for various City projects. | | | | | |
| 11. | Review and approve destruction of documents per the Council approved retention schedule. | | | | | |
| 12. | Review all public records requests as they come in. Review responsive documents where a determination as to public record and or privilege needs to be made. | | | | | |
| 13. | Review all contracts with third party providers and other agencies. | | | | | |
| 14. | Prepare resolutions and ordinances of a routine nature. | | | | | |
| 15. | Provide annual training on topics such as Open Government, AB 1234 and AB 1825. | | | | | |
| 16. | Review and approve public records request and records destruction requests. | | | | | |
| 17. | Correspondence as necessary. | | | | | |
| 18. | Advise on strategy and anticipation of issues. | | | | | |

Appendix H: Cost of Proposal Worksheet: Other Services

| Services | | Provided by Firm | | Included in Retainer | | Title of Person Performing Service |
|----------|---|------------------|----|----------------------|----|------------------------------------|
| | | Yes | No | Yes | No | |
| 1. | Attendance at and advice to other Boards and Commissions. | | | | | |
| 2. | Litigation – cases not covered by PLAN. Monitor and strategize with outside counsel in litigation and personnel/labor matters. | | | | | |
| 3. | Respond to Pitchess motions seeking Police personnel records. | | | | | |
| 4. | Attendance at special City Council and Planning Commission meetings. Attendance at Closed Sessions. | | | | | |
| 5. | Work on major issues such as affordable housing, subdivision and sign ordinance updates, the Arsenal, the Port and district elections. | | | | | |
| 6. | Work on economic development incentive arrangements with developers. Exclusive Negotiating Agreements, Disposition and Development Agreements, Developer Agreements, etc. | | | | | |
| 7. | Open Government- Farmers Market Support, Candidates Forum | | | | | |
| 8. | Legal services for Code Enforcement. Consultation with staff, correspondence, meetings, preparation of complaints, court appearances as necessary. | | | | | |
| 9. | Review of plans, specifications and proposed construction agreements for CIP projects. | | | | | |
| 10. | Review of CC&Rs for approved projects. | | | | | |
| 11. | Work on major projects for which City receives a deposit and charges staff and consultant time to the projects—example: hotels. | | | | | |
| 12. | Collections for damage to city property. | | | | | |
| 13. | Legal services for labor negotiations and personnel matters. | | | | | |

CITY OF CLEARLAKE
REQUEST FOR PROPOSALS
CITY ATTORNEY SERVICES
APRIL 2014



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I. GENERAL INFORMATION

A. Introduction

The City Council of the City of Clearlake (City) invites interested firms and attorneys to submit written proposals to provide City Attorney services. The City Attorney is selected by and serves at the pleasure of the City Council and works closely with the Council, City Manager and other City staff. As City Attorney, the selected law firm or attorney will be expected to provide a wide range of legal services to the City. The City is considering a contract with a five (5) year term. Upon mutual written agreement of the parties, the contract may be extended for three (3) additional two-year terms. Successful past performance during the initial contract period will be a critical factor in any decision to grant an extension.

B. City of Clearlake

The city of Clearlake was incorporated in 1980 as a General Law city and operates as a Council/City Manager form of government with five councilmembers elected at large. Sitting on the south end of Clear Lake, the city encompasses 10.5 square miles and has a current population of 15,192. Clear Lake is the largest in-land body of water in the state offering boundless recreational opportunities. As one of two incorporated cities in Lake County, the city enjoys a rural, informal lifestyle yet is conveniently located to the Bay Area, the Sierra Nevada and Pacific Coast.

The city provides a range of municipal services that include: administration, planning, building inspection, engineering, public works and finance. The Lake County Fire Protection District provides fire services. Water and sewer services are provided by independent special districts.

Additional information about the City of Clearlake is available at www.clearlake.ca.us

C. Proposed Time Schedule

| | |
|---------------------------------------|--------------------------|
| RFP Distributed | April 28, 2014 |
| Proposal Submittal Deadline | May 15, 2014 by 5:00p.m. |
| Ad Hoc Committee Review | May 19 – May 22, 2014 |
| City Council Interview with Finalists | Week of May 29, 2014 |
| Award of Contract | June 12, 2014 |
| Contract Effective Date | June 17, 2014 |

The City reserves the right to modify any of the dates in the Proposed Time Schedule as deemed necessary.

D. Submittal Guidelines & Deadline

Firms or attorneys interested in submitting proposals for City Attorney shall submit one (1) original unbound proposal marked "ORIGINAL", eight (8) bound copies (marked "COPY"), and one electronic version in PDF format on CD or flash/zip drive on or before the Submittal Deadline of the proposal, with a proposed contractual agreement, in a sealed envelope bearing the caption "**City of Clearlake- City Attorney Proposal**" and "**DO NOT OPEN WITH REGULAR MAIL.**" The Letter of Transmittal portion of the proposal must bear original signature(s). The envelope shall be addressed to:

Joan Phillipe, City Manager
City of Clearlake
14050 Olympic Drive, Clearlake, CA 95422

Proposals must be delivered no later than 5:00pm on Thursday May 15, 2014.

Proposer is solely responsible for ensuring its proposal is received by the City in accordance with all proposal requirements. The City shall not be responsible for any delays in mail/common carrier service or by other transmission errors or mistaken delivery.

The City reserves the right to postpone the submittal deadline and opening of proposals any time before the date and time announced in the Request for Proposals or subsequent addenda. The City may also cancel this solicitation at any time.

Proposals will not be opened publicly and the City will endeavor to keep the proposals confidential until a preferred service provider is identified by the City Council for final consideration. The original copy of each proposal will be retained and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law.

The City reserves the right to reject any or all proposals, to request additional information concerning any proposal for purposes of clarification, to accept or negotiate any modification to any proposal following the deadline for receipt of all proposals, and to waive any irregularities if such would serve the best interests of the City as determined by the City Council. The City may modify, clarify, or interpret the RFP by sending an addendum to each firm or attorney that originally received the RFP. Any such addendum shall become part of the RFP and of any contract awarded. The City is not responsible for any other explanation or interpretation. The Proposer may make modifications to a proposal already submitted to the City, but must submit a written request to withdraw its proposal to make the modifications. It is the responsibility of the Proposer to ensure that modified proposals are resubmitted before the submittal deadline and in accordance with all proposal requirements.

Proposers may withdraw their proposal by submitting a written request or e-mail to Joan Phillippe, City Manager, city.administrator@clearlake.ca.us no later than 5:00pm on Thursday, May 15, 2014.

The City is not liable for any costs incurred by the Proposer before entering into a formal contract. Costs for developing the proposal or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City.

The City requires all Proposers to comply with all applicable federal and state laws including but not limited to equal employment opportunity. Contracts are open to all persons without regard to race, religion, color, national origin, sex, age, marital status, handicap, or political affiliation.

The firm/attorney selected to provide City Attorney services shall be an independent contractor. All persons employed by a firm in accordance with a contract resulting from this RFP will be employees of the firm and not employees of the City.

Pre-submittal questions about the RFP and City's current legal services will be accepted until 5:00pm on Tuesday, May 13, 2014. Responses to all questions will be confidentially emailed to all firms and attorneys sent a proposal or others who have responded to the RFP as of the date any such questions are received. Written questions are to be submitted to Joan Phillippe, City Manager, at city.administrator@clearlake.ca.us or may be made by telephone at 707-994-8201 x 120.

II. SCOPE OF SERVICES

The successful Proposer will be expected to provide the following services, including, but not limited to:

1. Attend and represent the City's legal interests at all City Council meetings (including Closed and Study Sessions), Planning and other meetings of the Planning Commission and other Commissions and Committees on an as needed basis specified by the City.
Regular City Council meetings are held the second and fourth Thursday of each month, beginning typically at 6:00. Closed Sessions are held before the regular meetings and generally begin at 5:30.
2. Provide legal opinions, advice, assistance and consultation to the City Council, City Manager and City staff related to municipal law issues, including, but not limited to, the Brown Act, the Public Records Act, election law, contracts and franchises, personnel issues, including law enforcement personnel issues, real estate and property transactions, land use, environmental law/CEQA, public improvements/capital projects, code enforcement, pending and current state and federal legislation and court decisions, tort liability and risk management, fees, taxes, assessments, former Redevelopment Agency dissolution and other matters as directed.
3. Provide such routine legal opinions, advice, assistance and consultation to the City Council, City Manager and City staff in written or oral form via personal consultations or telephone/e-mail correspondence as needed.
4. Review, approve and/or prepare legal opinions, staff reports, ordinances, resolutions, agreements, contracts, forms, notices, certificates, deeds, leases/licenses, and other documents required by the City.
5. Represent the City in civil litigation brought on behalf of or against the City, as necessary and directed by the City Council.
6. Maintain effective in-house capabilities required to provide additional expertise and advice to the City as necessary.
7. Provide training and/or advice to the City Council, appointed Commissioners and City staff related to the Brown Act, AB 1234, and conflict of interest, Political Reform Act, meeting parliamentary procedures, and other legal requirements imposed by statute.
8. Act as legal counsel to agencies the City Council serves as governing body to, including the Housing Authority, Successor Agency to the former Redevelopment Agency and Public Financing Authority.
9. Provide written updates to new state or federal legislation or judicial decisions and suggest action or procedures to ensure compliance.

10. Perform all duties of the City Attorney as provided in the Clearlake Municipal Code.

In addition to the more technical scope of work outlined above, the appointed City Attorney must understand his/her role in local government, avoiding political debates and active participation in the policy and managerial decision-making process entrusted to the City Council and City Manager. The City Attorney is expected to provide technically sound and consistent legal advice to all members of the City Council and City staff while maintaining trust and an unwavering ethical standard no matter the situation or individuals involved.

III. PROPOSAL FORM AND CONTENT

A. Proposal Submittal

The proposal shall be organized in accordance with the list of proposal contents outlined in the following sections (Section III., B-L) and must provide succinct and specific responses to all questions and requests for information. The pages of the proposal must be numbered consecutively.

Proposals and the fee proposal must be valid and binding for 120 days following the proposal due date and may become part of the agreement with the City.

B. Letter of Transmittal

Proposal shall include a transmittal letter signed by a duly authorized representative of the firm/attorney and must include the name, address, telephone number, and e-mail address of the Proposer and those (if necessary) for the person or persons authorized to represent the Proposer and to whom any correspondence should be directed. The letter must state that the proposal and fee schedule are valid and binding for 120 days.

C. Table of Contents

Include a clear identification of the submitted material by section and by page number.

D. Summary

Introduce and summarize the key provisions of the proposal. Provide a statement describing why the Proposer is qualified to perform this work, and include the names of the individuals who would serve as the City Attorney and Assistant City Attorney. Please describe your firm's qualifications for providing City legal services. Include in your response the overall capabilities, qualifications, training, and areas of expertise for each of the partners/principals and associates that may be assigned to work with the City, including but not limited to:

- Name of individual(s) with resumes;
- Length of employment with firm;
- Specialization;
- Legal training;
- Scholastic honors and professional affiliations;
- Date of admittance to California Bar;
- Years of practice;
- Municipal or other local public sector experience (include billing summaries for the past five years if appropriate);
- Knowledge of, and experience with California Municipal Law
- Years and statement of other types of clientele represented;
- Litigation experience and track record;
- Knowledge and use of Alternative Dispute Resolution (ADR) techniques; ADR training and experience; and success record of advocacy in mediation and arbitrations;
- Knowledge and practice of law relating to land use and planning, CEQA, NEPA, general plans, real estate, environmental issues, hazardous waste and other related law;
- Experience in the area of personnel, workers' compensation, general liability and employee relations;
- Experience in the area of contracts and franchises;
- Experience in the preparation and review of ordinances and resolutions;
- Experience in the area of the Public Records Act, the Brown Act, and the Elections Code;
- If the firm, or any of the attorneys employed by the firm, have ever been successfully sued for malpractice, been the subject of complaints filed with the State Bar, or had discipline imposed by the State Bar, please provide information on the nature of the incident, the dates on which the matter began and was concluded, and the results of the situation.

E. Statement of Understanding

Include a detailed statement of understanding of the legal services to be provided to the City of Clearlake and acknowledge your understanding of the expected role of the City Attorney in the organization.

F. Background and Experience

1. Official name and address and specify the type of entity (partnership, LLC, corporation, etc.).
2. Describe your firm's background and history, including the number of years in business serving municipal clients.
3. Describe the expertise your firm is able to provide the City. If your firm has a recognized area of expertise (i.e. land use, personnel, public finance/bonds, code enforcement, etc.), please identify it.

4. List the location of office(s), and the business hours of said office(s), that would serve the City.
5. Identify the firm/attorney's support staff services (clerical support, paralegals, and other non-attorney staff).

G. Approach to Legal Services

1. Describe your view of the role of the City Attorney.
2. Describe your method/style of interaction with the City Council, Planning Commissioners, City staff and members of the public at public meetings.
3. How will assignments generated by the City be delegated? Will the City Attorney be primarily responsible for the preparation of all City-related matters, or will work be delegated to less senior staff?
4. Describe how you would proactively advise the City about legal developments or issues of concern.
5. Provide an example of a written communication (not to exceed six (6) pages) to a governing body about a legal issue, in which options are explained and a recommendation is given.
6. Describe your method for tracking and managing legal costs and provide a sample billing statement.
7. Describe your firm's practices for training and professional development to ensure the City Attorney remains current with changing legal matters affecting municipal clients.
8. Please list specialty services you do not provide. For any specialty services the Proposer does not directly provide, describe how you propose the City receive such services.
9. The City contracts for workers' compensation and general and auto liability coverage through joint powers agreements (JPA) with other public agencies. As a member, the defense counsel for tort claims and worker's compensation litigation is assigned by the JPA rather than handled by the City Attorney. Currently, the City's self-insured retention is \$50,000 per claim. Please describe your firm's qualifications for providing the following specific Liability & Workers' Compensation legal services.
 - a) Areas of specialty, i.e. workers' compensation, road design, civil rights violations, employment discrimination, etc.
 - b) Please attach information regarding your experience in

defending against workers' compensation claims. As it pertains to tort liability, please attach information regarding your experience in defending against such claims, the number of cases you have tried to verdict and the general nature of these cases and the results. Please also list your Appellate experience in those areas. Also include your experience in settlement processes, including Alternative Dispute Resolution (ADR) and arbitrations.

H. Proposed Attorney(s)

Name the person whom you propose to designate as the City Attorney and Assistant City Attorney. Provide the following for each designee:

1. Certificates or licenses, including the date of admission to the State Bar of California.
2. Description of education, including names of educational institutions, degrees conferred, and year of each degree.
3. Professional background and membership in professional associations.
4. Experience with and knowledge of the law relating to general law cities.
5. Specific areas of expertise and training.
6. Provide names and qualifications of other attorneys in your firm able to provide legal services in support of the primary attorney(s).

I. References and Potential Conflicts of Interest

1. Provide contact information for three municipal (preferred) or public agency clients for which services have been provided by the designated attorney in the last three years. Please include the contact person's name, title, agency, phone, and email address.
2. List all public clients for whom your firm currently provides legal services. Identify any foreseeable or potential conflicts of interest that could result from such representation and the manner in which you would propose to resolve such conflicts.
3. For the person designated as City Attorney, list all public clients that person presently represents as City Attorney, Deputy City Attorney, or Assistant City Attorney, along with the meeting dates and times for each governing body.
4. List all private or corporate clients of your firm which may have any foreseeable or potential conflicts of interest that could result from such

representation and the manner in which you would propose to resolve such conflicts.

5. Identify all situations in the last five years in which your firm represented a public entity and the decision or outcome was adverse to public entities, either in litigation or administrative matters.
6. If the firm, attorney, or any of the attorneys employed by the firm have been sued by cities or other clients for malpractice, been the subject of complaints filed with the State Bar, or had discipline imposed by the State Bar, please provide information on the nature of the incident, the dates on which the matter began and was concluded, and the results.

J. Compensation and Reimbursement

1. Please describe how the firm intends to charge for legal services and provide a fee schedule. Are charges ever shared between clients, and if so, what method is used?
2. If hourly rate billing is proposed, please state the hourly rates for the designated City Attorney and Assistant City Attorney and any other attorneys or paralegals assisting such person in providing services, and provide the fee schedule/hourly rates in a table format.
3. If an annual retainer is proposed, how many hours per month would be included and what services would be performed as part of the retainer? Describe what occurs when the City requires fewer or more hours of service in a given month. What specific services would not be included in a retainer?
4. Please define any "extra" services such as litigation, and describe if such services will be billed at a different hourly rate or basis.
5. Specify which items, if any, are billed separately and at what rate. Such items might include telephone and fax charges, postage, duplicating/printing, out-of-pocket expenses, and mileage/travel time.

K. Agreement

The successful Proposer is expected to enter into an agreement with the City. Please provide a proposed form of agreement for the services.

In addition to indemnification and hold harmless language, the agreement shall also include a requirement for general professional liability insurance in an amount not less than \$2,000,000 per occurrence and \$4,000,000 in aggregate. This policy shall provide coverage to the City for any damages or losses suffered by the City as a result of any error or omission or neglect by the firm or attorney that arises out of the services required by the agreement. The successful agreement shall also include a requirement for automobile liability insurance in an amount not less than

\$1,000,000 per accident. The firm/attorney chosen shall name the City as Additional Insured for all policies. All insurance coverage must be provided by an insurance company with a rating of A-,VII or greater in the latest edition of Best's Insurance Guide that is authorized to do business in the State of California. These policies may not be canceled or materially changed without 30 days' prior written notice to the City.

Proposer must *covenant* that it presently has no interest and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services requested. Proposer must also certify that to the best of its knowledge, no one who has or will have any financial interest under the agreement is an officer or employee of the City.

L. Non-Collusion Affidavit

All proposals must be accompanied by a signed and notarized Non-Collusion Affidavit (attached to this RFP, see page 15).

M. Additional Information

In this section, provide any other information that the Proposer believes is applicable to the evaluation of the proposal or your qualifications for providing the proposed legal services. You may use this section to address those aspects of your services that distinguish your firm from other firms.

IV. REVIEW AND SELECTION PROCESS

A. Process

A review of all submitted proposals will be conducted by an ad hoc committee composed of two Councilmembers and a select group of City staff led by the City Manager. After a review of proposals, the top candidates will be selected to be interviewed by the City Council. Following the interview process, the firm/attorney deemed best qualified by the Council to perform the City's legal services will be recommended for contract award at a public City Council meeting. The screening committee will recommend anywhere from three to five firms for interviews before the City Council (no new material will be permitted at this time). The entire City Council will participate in the final selection process. The City Attorney designee of the firm shall be the person interviewed by the entire City Council.

The Agreement shall be signed by the selected firm and returned, along with the other required documents, to the City within ten (10) working days of receipt of the Agreement. The period for execution may be changed by mutual agreement of the parties. Agreement is not effective until approved and signed by the appropriate City officials. Any work performed prior to the receipt of the fully executed Agreement shall be at the proposer's own risk.

The City reserves the right to amend the review and selection process or to reject any and all proposals for any reason deemed appropriate by the City.

B. Evaluation Criteria

The following (among other attributes at the Council's discretion) shall be considered during the evaluation process:

1. Meets the qualifications identified in the Proposal, provides adequate range of services and support to the City, and demonstrates a depth of expertise and familiarity with all applicable matters of municipal law.
2. Demonstrates sound judgment, integrity, and reliability and maintains a strong reputation in the field of municipal law, as determined by reference and background checks.
3. Overall experience levels of the designated City Attorney and Assistant City Attorney.
4. Ability to meet the workload capacity required by the City and the overall depth of the firm/attorney's in-house resources.
5. Capability to perform legal services promptly and in a manner that permits the City Council and City staff to meet established deadlines.
6. Demonstrates high quality service and the availability required to provide quick responses to the City's legal inquiries that arise on a daily basis.
7. Possesses strong and effective written and oral communication skills.
8. Understands the Council's preferred role of the City Attorney and the values of the Clearlake community.
9. Cost of providing services.
10. Other qualifications or criteria deemed appropriate by the City Council.

V. DISPUTES/PROTEST

The City encourages proposers to resolve issues regarding the project requirements or RFP process through written correspondence and discussions during the period in which clarifying addenda may be issued. The City wishes to foster cooperative relationships and reach a fair agreement in a timely manner.

Proposers filing a protest must do so within five (5) calendar days after Notice of Intent to Award. The protesting proposer shall submit a full and complete written statement detailing the facts in support of the protest. Protests must be sent by certified or registered mail or delivered in person to the City Manager, or his or her designee. The City will provide a decision on the matter. The decision must be in writing and sent by certified or registered mail or delivered in person to the protesting proposer. The decision of the City is final.

Interpretation of the wording of this document shall be the responsibility of the City, and that interpretation shall be final.

Proposer's Name: _____
NON-COLLUSION AFFIDAVIT

REQUEST FOR PROPOSALS FOR CITY ATTORNEY SERVICES

Proposer declares that this proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such proposal is genuine and not collusive or sham; that said proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that said proposer has not in any manner directly or indirectly sought by agreement, communication, or conference with anyone to fix the proposal price of said proposer or of any other proposer, or to fix any overhead, profit, or cost element of such proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the Agreement for anyone interested in the proposed Agreement; that all statements contained in such proposal are true, and further, that said proposer has not directly or indirectly submitted his proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said proposer in this general business.

The above Non-Collusion Affidavit is part of the proposal. Signing this proposal on the signature page thereof shall also constitute signature of this Non-Collusion Affidavit.

**CITY OF SUISUN CITY
Request for Proposals**

CITY ATTORNEY

The City Council invites qualified firms to submit written proposals to provide legal services for the City of Suisun City. The Council is seeking an individual associated with the firm to serve as City Attorney to provide legal services to the City organization.

Suisun City operates under a council-manager form of government and serves a population of 28,000 with approximately 90 full-time staff, a volunteer fire department of upwards of 50 and various part-time and seasonal staff. We have an elected Mayor and four-member Council, as well as an elected City Clerk and City Treasurer. The City Manager and City Attorney are appointed by the Council and serve at-will.

Unique to Suisun City (aside from our volunteer fire department), is that virtually 90% of the City is in the Redevelopment Agency. Despite the challenging economic times, we have a number of economic development projects that are moving forward (i.e., a waterfront hotel, 37,000 square foot mixed-use downtown project and a contentious Wal-Mart). We have other projects that, ideally, need be reviewed and entitled so that they are positioned to proceed when the economy does turn the corner.

We have a General Fund of roughly \$11 million with a severely limited tax base (hence the importance of our economic development efforts). Seventy percent of what could reasonably be our sales tax revenue goes to the neighboring City of Fairfield, because of limited retail opportunities locally. As is true with other cities and public entities during this time of uncertainty, especially given the big unknown of how the State will be dealing with its own financial challenges, Suisun City is considering a number of creative ways to meet our service demands with reduced resources. This likewise includes how we manage our legal services.

Submittal Guidelines

Seven bound copies and one complete master of the proposal must be submitted in a sealed envelope bearing the caption: “City of Suisun City – City Attorney Proposal,” and addressed to:

City Clerk’s Office
City of Suisun City
701 Civic Center Boulevard
Suisun City, CA 94585

Proposals may be filed in person at the City Clerk’s office or by mail, but must be received in the City Clerk’s office by **5:00 p.m. on Monday, February 23, 2009**. Late proposals or postmarks will not be accepted. All proposals received will be confidential and will be retained by the City of Suisun City.

The City Council reserves the right to reject all proposals, to request additional information concerning any proposals for purposes of clarification, to accept or negotiate any modification to any proposal, following the deadline for receipt of all proposals, and to waive any irregularities, if such would serve the best interest of the City, as determined by the City Council.

All inquiries regarding this Request for Proposals and/or current legal services of the City should be directed to Suzanne Bragdon, City Manager at the above address or by telephone at (707) 421-7303.

Requested Information

PLEASE NOTE: All proposals must provide succinct answers to all questions and requests for information. Indirect, imprecise, or incomplete responses can serve only to the disadvantage of the applicant. (Submissions of individual resumes are optional and alone will not be considered responsive to any specific question.)

1. Provide a statement of philosophy regarding the practice of municipal law, and the City Attorney's relationships to the City Council, City Manager, Department Heads, commissions, committees/boards and to the City staff.
2. Please describe the qualifications of your firm for providing legal services to the City of Suisun City, including:
 - Names of partners, length of employment with the firm, years of practice and relevant municipal or other local public sector experience.
 - List of current California municipalities that your firm serves as City Attorney including dates of service.
 - List of California municipalities that your firm provided City Attorney services to over the past three years including dates of service.
3. Identify the individual who would be assigned as the City Attorney for Suisun City, and as appropriate, Deputy City Attorney (i.e., the individual to serve in the absence of the City Attorney). For each, indicate why these individuals have been selected for our team and identify their overall capabilities, qualifications, training and areas of expertise including, but not limited to:
 - Name of individual;
 - Length of employment with firm;
 - Specialization;
 - Legal training;
 - Scholastic honors and professional affiliations;
 - Date of admittance to California Bar;

- Years of practice;
 - Years and statement of other types of clientele represented;
 - Municipal or other local public sector experience;
 - Knowledge of, and experience with California Municipal Law and California Redevelopment Law;
 - Experience in the area of the Public Records Act, the Brown Act, and the Elections Code;
 - Knowledge and practice of law relating to land use, planning and California Environmental Quality Act;
 - Experience in the areas of personnel, workers' compensation, labor and employee relations;
 - Litigation experience and track record;
 - If the firm, or any of the attorneys employed by the firm, have ever had complaints filed with the State Bar, or had discipline imposed by the State Bar, please provide information on the nature of the incident, the dates on which the matter began and was concluded, and the results of the situation.
4. Identify associates that would be assigned to support the City Attorney to deal with specialized issues in the areas of:
- Personnel, labor and employee relations with an emphasis in public safety matters.
 - Redevelopment including compliance, preparation of complex disposition and development agreements, contract negotiation and preparation, and eminent domain matters, among others.
 - Any other specialized area of import from your experience.

For each of the above, indicate why these individuals have been selected for our team and identify their overall capabilities, qualifications, training and areas of expertise as outlined above in item #2.

5. Identify, operationally, how you propose to provide legal services to the City of Suisun taking into consideration:
- Standard time frames for response by the City Attorney to direction and/or inquiry from the City Council/City Manager or City staff.
 - Method for monthly reporting of status of projects, requests, and litigation.
 - Process for transmittal of requests and other material to the City Attorney.

- Format of monthly-itemized statements for all services provided organized by project and fund.

Because of budget constraints, former City Attorneys **HAVE NOT** attended City Council meetings, Planning Commission meetings or departmental staff meetings – unless a major issue was coming before the Council or Commission. Provide your thoughts on these constraints, as well as optional service considerations when providing “cost of service” information. Historically, legal services have been provided on a strictly hourly rate basis as opposed to a retainer or “flat fee for basic service” arrangement.

6. Provide information on your professional liability insurance, errors and omissions insurance, and workers compensation insurance coverage.

NOTE: Insurance coverage must be provided by an insurance company (ies) authorized to do business in the State of California. Certificates must name the City of Suisun City as an “Additional Insured” and provide that contractor’s policy is primary over any insurance carried by the City of Suisun City and that the policy will not be cancelled or materially changed without notice to the City of Suisun City in writing thirty (30) days prior.

The successful firm must agree, if awarded a contract as a result of its proposal, to indemnify and hold harmless the City of Suisun City, its officers, agents, and employees from any and all claims and losses accruing or resulting to persons engaged in the work contemplated by its proposal or to persons who may be injured or damaged by the firm or its agents in the performance of the work. Prior to commencement of any work, those and other provisions will be established contractually.

7. Provide any other relevant information to help assess the qualifications and “fit” of your firm and assigned staff to provide legal services to the City of Suisun City.

Compensation and Reimbursement

Include in the proposal compensation and reimbursement fees for services rendered, including:

1. Litigation
2. Other (specify, i.e., expenses, dues, mileage, etc.)
3. Additional or special services (define)

4. Basic legal services:

Please describe how the City Attorney and subordinates intend to provide basic legal services for the City (i.e., hourly rate schedule or flat-rate monthly retainer) and the related costs (i.e., hourly rates, estimated hours per month for estimated monthly charges and/or amount of monthly retainer).

If a retainer is proposed, indicate the services that are included within the retainer, such as:

- Review and/or preparation of staff reports, ordinances, resolutions, orders, agreements, forms, notices, declarations, certificates, deeds, leases, and other documents required by the City and Agency.
- Consultation with the City Council and City staff as needed – rendering of legal advice and opinions (both oral and written) concerning legal matters that affect the City including new legislation and court decisions.
- Research and interpret laws, court decisions and other legal authorities in order to prepare legal opinions and to advise the Council and management staff on legal matters pertaining to City operations.
- Perform legal work pertaining to property acquisition, property disposal, public improvements, public rights of way and easements, and matters relating to public utilities.
- Coordinate the work of outside legal counsel as needed and as directed by the City Council and/or City Manager.

5. Optional Services:

Recognizing that historically the City Attorney **HAS NOT** attended regular Council meetings, Planning Commission meeting or departmental staff meetings, identify optional costs for services under a retainer that address these areas including:

- Regular attendance at City Council, study sessions, closed sessions and all meetings to provide legal counsel at same. Regular Council meetings are held the first and third Tuesday evenings of each month.
- Attendance at monthly Planning Commission meetings.
- Attendance at City Commission or other meetings upon request of the Council or City Manager to provide legal advice and serve as counsel.

6. Billing of services beyond “basic” or “retainer” services:

- Describe method of payment and billing procedure for extra hours and expenses and any other accounting requirements.
- Please define what type of work you would consider to be extra or specialized work which would be billed in addition to basic services.
- Please state the hourly rates for the designated City Attorney and Associates for such specialized services.

Termination of Contract

Provide proposed terms and conditions for termination of contract by either party.

Current Practices/Conflict of Interest

1. Please list any political contributions of money, in-kind services or loans made to any member of a city council within the last three years by the applicant law firm and all of its attorneys.
2. Please list all public clients for which you or your firm currently provide services, or are under retainer.
3. For the firm, and/or the proposed City Attorney, please specify current or known future professional commitments in order that the City may evaluate continuing availability for providing legal services to the City.

Professional References

Please provide three professional and three personal references for the individual proposed for appointment as the City Attorney. Include with each, the name, address, daytime telephone number and e-mail address of the reference.

For all others identified to provide specialized legal services to the City, please provide three professional references including agency, contact name, phone number, address and e-mail address.

Evaluation and Selection Process

1. All proposals are due by **5:00 p.m. on Monday, February 23, 2009** in the City Clerk’s Office, 701 Civic Center Boulevard, Suisun City, CA 94585.

2. All proposals shall be evaluated upon the following:
 - Experience of firm and proposed team in municipal law including specialty areas of personnel, labor relations (with an emphasis in public safety law) and redevelopment.
 - References and past performance with municipal clients of both the firm and proposed team.
 - Capability to perform legal services promptly and in a manner that permits the City Council and staff to meet deadlines and to operate in an effective and efficient manner.
 - Availability for quick response to inquiries that arise out of day-to-day operating questions or problems.
 - Communication skills.
 - Backup support.
 - Cost of services.
3. Qualifications and references of the top candidates based upon proposal responses will be verified.
4. Personal interviews of the top two to four candidates will be conducted by the City Council.
5. The City will negotiate the terms and conditions of a contract with the selected party, which must then be approved by formal Council action.
6. The formal contract will be prepared by the selected City Attorney outlining duties and compensation. This contract will be entered into with the successful firm and legal services will begin when the City Council formally appoints the individual to serve as City Attorney. The appointed City Attorney is an at-will contract position and shall serve at the pleasure of the City Council. The City Attorney is under contract with the City and is not a City employee. The City Council may terminate the appointment at any time, with or without cause.

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RESOLUTION NO. 2009-46

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
APPROVING AN AGREEMENT WITH ALESHIRE & WYNDER, LLP TO SERVE
AS ITS CITY ATTORNEY, AND AUTHORIZING THE MAYOR TO EXECUTE THE
AGREEMENT ON THE CITY'S BEHALF**

WHEREAS, the City Council issued a Request for Proposals (RFP) in January of 2009; and

WHEREAS, the City received six responses to the RFP, of which four were invited to interviews with the City Council; and

WHEREAS, as a result of those interviews the City Council selected the firm of Aleshire & Wynder, LLP to serve as its City Attorney.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves the agreement with Aleshire & Wynder, LLP to serve as City Attorney, and authorizes the Mayor to execute the agreement on the City's behalf.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 2nd day of June, 2009, by the following vote:

| | | |
|-----------------|-----------------|---|
| AYES: | Councilmembers: | <u>Derting, Hudson, Segala, Sanchez</u> |
| NOES: | Councilmembers: | <u>None</u> |
| ABSENT: | Councilmembers: | <u>Day</u> |
| ABSTAIN: | Councilmembers: | <u>None</u> |

WITNESS my hand and the seal of the City of Suisun City this 2nd of June, 2009.



Donna Pock, Deputy City Clerk

**CONTRACT SERVICES AGREEMENT FOR
CITY ATTORNEY SERVICES
CITY OF SUISUN CITY**

This CONTRACT SERVICES AGREEMENT FOR CITY ATTORNEY SERVICES (the "Agreement") is effective as of the 2nd day of JUNE, 2009 by and between the law firm of ALESHIRE & WYNDER, LLP, a California limited liability partnership ("A&W"), and the CITY OF SUISUN CITY, a municipal corporation ("City"). The term "City" shall also include the Redevelopment Agency of the City of Suisun City and the Suisun City Housing Authority, as well as all boards, commissions, financing authorities, and other bodies of City.

1. APPOINTMENT

City Council hereby appoints David J. Aleshire as the City Attorney and Agency Counsel, and hires A&W as its City Attorney and Agency General Counsel, to render such legal services as are customarily rendered by such officials and as further specified herein, including attending meetings of the City Council, Planning Commission, Redevelopment Agency, Housing Authority, and other boards and bodies of City, and its affiliated agencies, as directed by City. In addition, Dawn C. Honeywell shall serve as Assistant City Attorney and Assistant Agency General Counsel.

Notwithstanding the foregoing appointment, the designated City Attorney, Agency Counsel, and any Assistant City Attorney or Assistant Agency General Counsel, may be established from time to time or modified by resolution of the City Council. A&W represents that it employs, or will employ at its own expense, all personnel required for the satisfactory performance of any and all tasks and services set forth herein. A&W shall not replace the designated City Attorney or Agency General Counsel (or any successors to such person) without the City Council's prior approval, except from time to time necessary due to illness or vacation scheduling. Approval of any such temporary substitute, or of any Assistant City Attorney or Assistant Agency General Counsel shall be obtained from the City Manager. The City Attorney may appoint various deputies as the City Attorney deems appropriate, without the need for amendment hereof.

2. SCOPE OF WORK AND DUTIES

A. A&W shall perform any and all work necessary for the provision of City Attorney services to City, including without limitation of the following:

(i) Provide legal advice, written legal opinions, and consultation on all matters affecting City to the City Council, City Manager, boards, commissions, committees, officers, and employees of City and as requested by the City Council, the City Manager, or his/her designee, in accordance with such policies and procedures as may be established by City from time to time; and

(ii) Be available for telephone consultation with City staff, as needed on legal matters which are within their area of operation; and

(iii) Prepare or review necessary legal documents such as: ordinances, and resolutions; all agreements of any nature; all real property instruments of any nature including purchase agreements and escrows, leases, covenants, deeds, easements and licenses; bond size, amount, and offering terms and conditions; public works construction documents including bid specifications, contracts, bonds, insurance, liens and related documents; memoranda of understanding; franchise agreements; and all similar documents; and

(iv) Represent and advise City on pending and potential litigation; notwithstanding the foregoing, it is expressly understood that A&W shall not be responsible for any pending litigation matter(s) handled by attorneys previously or otherwise employed by City until all files have been transferred to A&W and A&W has specifically appeared in the matter(s) as attorneys of record on behalf of City; and

(v) Hold weekly office hours and/or weekly management staff and agenda review meetings (by Deputy Heather Kenny) at City Hall if requested by and at a time agreed to with City Manager; and

(vi) Monitor pending and current legislation and case law as appropriate; and

(vii) Supervise outside legal services, if any.

B. Attendance at City Council, Planning Commission, Housing Authority, or Redevelopment Agency meetings, as well as other board and commission meetings is not contemplated hereunder. Deputy City Attorney Kenny is frequently available for meeting attendance. Additionally, in special circumstances, the City Attorney is available for direct attendance of meetings as outlined in Exhibit "B".

C. A&W, as a full-service law firm, is prepared to, and will, provide representation to City in all of its legal affairs, including, but not limited to, municipal law, land use, environmental, toxics, mining, water, tort defense, personnel, labor representation, code enforcement, criminal prosecution, redevelopment, housing, cable television, finance, franchising, contracts, enterprise and other matters, except where conflicts exist or where the City Council may otherwise direct. The City Attorney shall represent City in all of the foregoing legal matters, and in initiating and defending all litigation unless otherwise directed by the City Council.

D. The City Attorney will keep City informed as to the progress and status of all pending matters in accordance with such procedures as City may establish from time to time. The City Attorney is expected to manage, control and oversee the delivery of legal services in a competent, professional, and cost-effective manner. All legal services shall be properly supervised and all personnel shall be qualified to handle the work assigned. If outside special counsel is retained, unless otherwise directed by the City Council, such special counsel shall be supervised by the City Attorney.

E. All legal services shall be coordinated under the direction of the City Manager. Notwithstanding any other provision contained herein, any legal services can only be authorized by the City Council or City Manager. Nothing in this Agreement shall be construed in any

manner as limiting the ultimate and absolute discretion of the City Council, at any time, to assign or reassign legal matter of City from or to A&W.

3. CITY DUTIES

City agrees to provide such information, assistance, cooperation, and access to books, records, and other information, as is necessary for A&W to effectively render its professional services under this Agreement. To the extent City desires services to be rendered on site, City, at City's expense, will make available sufficient office space, furniture, telephones, computers, facsimile machines, and secretarial support, as approved by the City Manager, as may be necessary therefor. City further agrees to abide by this Agreement, and to timely pay A&W's bills for fees, costs, and expenses. In addition, City understands that the fee structure herein represents a blending of rates, with certain services offered at discounted rates, on the assumption that, due to the volume of work, other services will be rendered at higher rates. Therefore, insofar as possible and unless A&W lacks the experience, capability or resources, it is the intent of the parties hereto that all matters of City requiring the rendition of legal services shall be performed by A&W. However, nothing in this Section, or any other part of this Agreement, shall be construed in any manner as limiting the ultimate and absolute discretion of the City Council, at any time, to assign or reassign legal matters of City from or to A&W.

4. PERSONNEL

In addition to David J. Aleshire acting as the City Attorney, A&W will provide the following additional attorneys to render predominately the legal services hereunder:

| | |
|--------------------|--|
| Dawn C. Honeywell: | Assistant City Attorney/General, Planning, Land Use, Redevelopment |
| Heather Kenny: | Deputy City Attorney/General |
| Colin Tanner: | Deputy City Attorney/Personnel |
| Glen Tucker: | Deputy City Attorney/Police and Defense |
| Anthony Taylor: | Deputy City Attorney/Litigation |
| Anita Luck: | Deputy City Attorney /Public Finance |

Assignments may be modified as provided in Section 1 above and, except as so provided, A&W will exercise its discretion to utilize whichever attorney(s) (and staff) it determines to be best suited to its rendition of legal services under this Agreement, consistent with the competent and efficient rendering of legal services, and with a view toward rendering such services in an economically efficient manner.

5. COMPENSATION

A&W's fees will be charged on an hourly basis for all time actually expended. The compensation schedules are set forth in Exhibits "A" and "B" attached hereto and incorporated herein by this reference. Blended rates are computed based upon the hours of service irrespective of the rate of the attorney. Blended rates are also shown for legal assistants.

In general, the arrangement is that there is a base amount of hours which are significantly discounted and referred to as the general retainer hours. This includes general services, attending

public meetings, preparing ordinances and resolutions, giving general advice to City departments and similar services. A higher blended rate is charged after the retainer hours are exceeded. Special services, including a broad range of categories (litigation, personnel, labor, redevelopment, housing, toxics, refuse, cable, enterprise, etc.), which would otherwise be likely to be contracted out as special services at higher rates, are billed at a higher blended rate. Public finance matters are charged on a contingent basis based upon the size of the matter.

With respect to "general counsel" or "basic" legal services, we propose discounting the first 50 hours per month of legal services by charging a blended rate of \$150 per hour for such services, which means the hourly rate would be the same irrespective of which attorney is performing the services. For hours of general legal services rendered above 50 hours per month, we would bill City at the blended rate of \$160 per hour.

However in the first year of the Agreement, the change in the rate would occur at the 80 hour mark and in the second year after the first 60 hours. The reason for this is that our experience is that the hour commitments are higher in the first year, as we deal with trying to standardize practices and fixing issues which have been over looked. By giving higher hour discounts, we hope to keep costs down as we become familiar with the client.

The foregoing arrangement would remain in effect for at least Fiscal Years 2008-2009 through and 2010-2011 (June 30, 2011). However, the hourly rates of the attorneys at A&W are reviewed annually and, when appropriate, adjusted to reflect increases in expertise, as well as other appropriate factors. Such increases are made on an annual basis, effective as of the beginning of each calendar year. While the hourly rates for services rendered by individual A&W attorneys may be adjusted as set forth herein, the "blended rates" established in this Agreement shall not be adjusted except as provided here, and only upon the approval of the City Council.

In the event of a conflict, the terms of Exhibit A shall prevail.

6. BOND OR FINANCIAL SERVICES

Bond or Financial Services shall mean those situations where A&W acts as Bond Counsel for City with regard to the issuance of securities by City; after review and accord of the proposed issue by independent review Counsel if selected by City, A&W shall be compensated for Bond or Financial Services on a flat fee non-contingent basis of Three Hundred Fifty Dollars (\$350) per hour or on a contingent finance option as shown on Exhibit "A". The choice of options shall be solely at the choice of City.

7. COSTS AND OTHER CHARGES

A&W may incur various costs and expenses in rendering the legal services required by this Agreement which, if customary and necessary for the performance of legal services hereunder, shall be reimbursable by City. These costs and expenses are described in more detail in Exhibit "B". City agrees to reimburse A&W for these costs and expenses in addition to the hourly fees for legal services. Reimbursable costs shall not include any overhead or administrative charge by A&W or A&W's cost of equipment or supplies except as provided herein.

A&W may determine it necessary or appropriate to use one or more outside investigators, consultants, or experts in rendering the legal services required (particularly if a matter goes into litigation). City will be responsible for paying such fees and charges. A&W will not, however, retain the services of any outside investigators, consultants, or experts without the prior agreement of City. A&W will select any investigators, consultants, or experts to be hired only after consultation with City.

The costs and expenses referred to herein include certain travel expenses (transportation, meals, and lodging) when incurred on behalf of the client. Generally, except in connection with litigation (travel costs to court and for discovery are chargeable), these will only be charged when outside of the area, and only with the prior agreement of City.

Finally, periodically, when on-site, A&W personnel may be required to make local and long-distance telephone calls, or make photocopies, or incur other expenses on behalf of City, as well as other clients. A&W will not be charged for such expenses and, in exchange, will not charge City for calls made from our office or other locations to City.

In the event of a conflict, the terms of Exhibit B shall prevail.

8. STATEMENTS AND PAYMENT

A&W shall render to City a statement for fees, costs, and expenses incurred on a periodic basis (generally monthly). Such statement(s) shall indicate the basis of the fees, including the hours worked, the hourly rate(s), and a brief description of the work performed. Separate billing categories can be established to track costs associated with City funding categories or to track project costs, or such other basis as City may direct. Reimbursable costs shall be separately itemized.

Payments shall be made by City within thirty (30) days of receipt of the statement, except for those specific items on an invoice which are contested or questioned and are returned by City with a written explanation of the question or contest, within thirty (30) days of receipt of the invoice. Payments made more than thirty (30) days after the due date shall draw interest thereon at the rate of ten percent (10%) per annum.

9. PROHIBITION AGAINST SUBCONTRACTING OR ASSIGNMENT

The experience, knowledge, capability and reputation of A&W, its partners, associates, and employees, was a substantial inducement for City to enter into this Agreement. Therefore, A&W shall not contract with any other person or entity to perform, in whole or in part, the legal services required under this Agreement without the written approval of City. In addition, neither this Agreement, nor any interest herein, may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily, or by operation of law, whether for the benefit of creditors, or otherwise, without the prior written approval of City. Adding attorneys to A&W, changes in the partnership, name changes and similar changes shall not be deemed a transfer or assignment requiring approval of City or amendment hereof.

10. INDEPENDENT CONTRACTOR

A&W shall perform all legal services required under this Agreement as an independent contractor of City, and shall remain, at all times as to City, a wholly independent contractor with only such obligations as are required under this Agreement. Neither City, nor any of its employees, shall have any control over the manner, mode, or means by which A&W, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth. City shall have no voice in the selection, discharge, supervision or control of A&W employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service.

11. INSURANCE

A&W shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement, including any extension thereof, the following policies of insurance:

(a) **Comprehensive General Liability Insurance.** A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than a combined single limit of One Million Dollars (\$1,000,000.00), and One Million Dollars (\$1,000,000.00) products and completed operations.

(b) **Workers' Compensation Insurance.** A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both A&W and City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) **Automobile Insurance.** A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than a combined single limit liability of One Million Dollars (\$1,000,000.00). Said policy shall include coverage for owner, non-owner, leased and hired cars.

(d) **Errors and Omissions Insurance.** A policy of professional liability insurance written on a claims-made basis in an amount not less than Three Million Dollars (\$3,000,000.00).

Except for the policy of professional liability insurance, all of the above policies of insurance shall be primary insurance and shall name City, its officers, employers and agents as additionally insured. Except for the policy of professional liability insurance, the insurer shall waive all rights of subrogation and contribution it may have against City, its officers, employees and agents and their respective insurers. Except for the policy of professional liability insurance, all of said policies of insurance shall provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to City. In the event any of said policies of insurance are cancelled, the attorney shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to City. Failure to do so is cause for termination.

12. INDEMNIFICATION

A. A&W agrees to indemnify City, its officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the work, operations or activities of A&W, its agents, employees, subcontractors, or invitees, provided for herein or arising from the acts or omissions of A&W hereunder, or arising from A&W's performance of or failure to perform any term, provision, covenant or condition of this Agreement, except to the extent such claims or liabilities arise from the negligence or willful misconduct of City, its officers, agents or employees.

B. City acknowledges that A&W is being appointed as the City Attorney pursuant to the authority of Government Code Section 36505, and has the authority of that office. Accordingly, City is responsible pursuant to Government Code Section 825 for providing a defense for the City Attorney for actions within the scope of its engagement hereunder. Therefore, City agrees to undertake its statutory duty and indemnify A&W, its officers, employees and agents against and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities") that may be asserted or claims by any person, firm or entity arising out of or in connection with the work, operations or activities of A&W within the course and scope of its employment hereunder, but nothing herein shall require City to indemnify A&W for liability arising from its own negligence. In connection herewith:

(i) City will promptly provide a defense and pay any judgment rendered against City, its officers, agency or employees for any such claims or liabilities arising out of or in connection with such work, operations or activities of City hereunder;

(ii) In the event A&W, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against City for such damages or other claims solely arising out of or in connection with the work operation or activities of City hereunder, City agrees to pay to A&W, its officers, agents or employees any and all costs and expenses incurred by attorney, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

13. NOTICES

Notices required pursuant to this Agreement shall be given by personal service upon the party to be notified, or by delivery of same into the custody of the United States Postal Service, or its lawful successor; postage prepaid and addressed as follows:

CITY: City of Suisun City
701 Civic Center Blvd.
Suisun City, CA 94585
Attention: City Manager

ATTORNEY: Aleshire & Wynder, LLP
18881 Von Karman Avenue, Suite 400
Irvine, California 92612
(949) 223-1170 (office)
(949) 223-1180 (fax)
Attention: David J. Aleshire, Esq.

Service of a notice by personal service shall be deemed to have been given as of the date of such personal service. Notice given by deposit with the United States Postal Service shall be deemed to have been given two (2) consecutive business days following the deposit of the same in the custody of said Postal Service. Either party hereto may, from time to time, by written notice to the other, designate a different address or person which shall be substituted for that specified above.

14. NON-DISCRIMINATION

In connection with the execution of this Agreement, A&W shall not discriminate against any employee or applicant for employment because of race, religion, marital status, color, sex, handicap, sexual persuasion, or national origin. A&W shall take affirmative action to ensure that applicants are employed, and that employees are treated fairly during their employment, without regard to their race, religion, color, sex, marital status, handicap, sexual persuasion, or national origin. Such actions shall include, but not be limited to the following: employment, promotion, demotion, transfer, duties assignment; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

15. TERM, DISCHARGE AND WITHDRAWAL

This Agreement shall continue in effect, subject to modification of fees as provided in Section 5, until terminated by either party hereto. City may discharge A&W at any time. The City Attorney shall have no right to hearing or notice, and may be discharged with or without notice. A&W may withdraw from City's representation at any time, to the extent permitted by law, and the Rules of Professional Conduct, upon at least sixty (60) days' notice to City.

In the event of such discharge or withdrawal, City will pay A&W professional fees and costs, in accordance with this Agreement, for all work done (and costs incurred) through the date of cessation of legal representation. City agrees to execute, upon request, a stipulation in such form as to permit A&W to withdraw as City's attorneys of record in any legal action then pending. A&W shall deliver all documents and records of City to City, or to counsel designated by City, and assist to the fullest extent possible in the orderly transition of all pending matters to City's new counsel.

16. CONFLICTS

A&W has no present or contemplated employment which is adverse to City. A&W agrees that it shall not represent clients in matters either litigation or non-litigation against City. However, A&W may have past and present clients or may have future clients, which, from time

to time, may have interests adverse to City, and A&W reserves the right to represent such clients in matters not connected with its representation of City.

If a potential conflict of interest arises in A&W's representation of two clients, if such conflict is only speculative or minor, A&W shall seek waivers from each client with regards to such representation. However, if real conflicts exist, A&W would withdraw from representing either client in the matter, and assist them in obtaining outside special counsel.

17. INTERPRETATION OF AGREEMENT AND FORUM

This Agreement shall be construed and interpreted both as to validity and performance of the parties in accordance with the laws of the State of California. In the event of any dispute hereunder, forum shall be the Superior Court, Riverside County.

18. INTEGRATED AGREEMENT; AMENDMENT

This Agreement contains all of the agreement of the parties and cannot be amended or modified except by written agreement. This Agreement shall supersede that certain agreement for special counsel services previously entered into between the parties. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

19. CORPORATE AUTHORITY

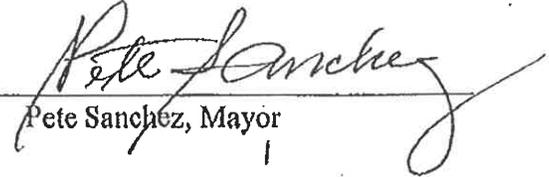
The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that in so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

[SIGNATURE PAGES ON FOLLOWING PAGE(S)]

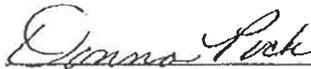
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of execution by City.

Dated: July 8, 2009

"CITY"
CITY OF SUISUN,
a municipal corporation

By: 
Pete Sanchez, Mayor

ATTEST:


Deputy City Clerk

Dated: July 2, 2009

"ALESHIRE & WYNDER, LLP"

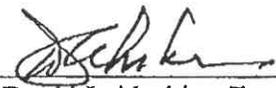
By: 
David J. Aleshire, Esq.

EXHIBIT "A"
FEE ARRANGEMENT

- (1) The payment for up to fifty (50) hours of general legal service (Monthly Hour Limit) shall be a maximum of Seven Thousand Five Hundred Dollars (\$7,500) per month (billed at One Hundred Fifty Dollars (\$150) per hour). Notwithstanding the foregoing, in view of the likelihood for the need to ramp up services, until January 1, 2010, the discounted rate shall apply to 80 hours of legal services, and until January 1, 2011, it shall apply to 60 hours of legal services. (Rates increase by \$10 per hour on January 1, 2011).
- (2) General legal services over the Monthly Hour Limit will be billed at the rate of One Hundred Sixty Dollars (\$160) per hour. (Rates increase by \$10 per hour on January 1, 2011)
- (3) Special legal services include litigation matters, public finance, disciplinary actions or hearings, labor negotiations, redevelopment, housing, cable television, water, toxics, refuse, franchising, enterprise activities and any major contract negotiation involving more than 10 hours (with City Manager approval). Except for insurance defense, code enforcement, and public finance, all such matters shall be billed at the rate of Two Hundred Dollars (\$200) per hour. (Rates increase by \$10 per hour on January 1, 2011).
- (4) Insurance defense litigation and code enforcement will be billed at a reduced rate of One Hundred Eighty Five Dollars (\$185) per hour.
- (5) Where there is an opportunity to obtain cost recovery through a private party such as a developer, the hourly rate will be Two Hundred Fifty Dollars (\$250) per hour.
- (6) For public finance the fee structure shall be as follows: (i) For land based issues (i.e. CFD, Assessment or Improvement Districts) one and one-half (1 ½) percent of the first \$1 million executed and delivered; three-quarters percent of the next \$4 million executed and delivered; one-third percent of the next \$10 million; one-eighth percent of the next \$10 million; and one-tenth percent of any amount over \$25 million; subject to a minimum fee of Forty Thousand Dollars (\$40,000); or (ii) For all other financings the above schedule applies with a 25% discount. In the event that multiple series of bonds or notes are issued, the foregoing fee schedule would be applied to each issue. Fees shall be contingent unless otherwise directed by the client. If contingent, payment of the fees is entirely contingent upon the successful execution and delivery of the bonds or notes to be payable on or after delivery except for out-of-pocket expenses. In addition to the foregoing, a fee of \$6,000 may be charged if a tax opinion is required. At the discretion of City, City may choose a non-contingent structure in lieu of the above schedule at the rate of \$350 per hour on a blended rate for all attorney time incurred.
- (7) In addition to the foregoing, the Firm would be reimbursed for out-of-pocket expenses including telecopier, messenger, courier, and other communication costs; reproduction expense; computer research services; court reporters; mileage cost to court and administrative proceedings; travel expenses outside of Riverside and Orange Counties; and other costs and expenses incurred on your behalf. Notwithstanding the foregoing, we do not charge for word processing, routine computer-assisted legal research, local calls or mileage to City Hall or City offices. In exchange, when on-site, we would have the ability to use City copiers and telephones without charge. See modifications on Exhibit B.
- (8) The blended rate for legal assistants (Paralegal), irrespective of matter, shall be One Hundred Dollars (\$100) per hour, and for document clerks shall be Fifty Dollars (\$50) per hour.

The foregoing fee arrangement would remain in effect until July 1, 2011, and thereafter until adjusted.

EXHIBIT "B"
STATEMENT OF FEE ARRANGEMENT

The Firm's fees are charged on an hourly basis for all time actually expended and are generally billed monthly with payment due within thirty (30) days after the date of the bill. However, where contract rates are established, they prevail over design rates. The current hourly design rate for the attorneys and staff working on this matter will be set forth in the billing statement. Annually, you will be provided with the prevailing hourly design rates for the attorneys who will spend the predominate amount of time on this matter. It should be understood that hourly rates are reviewed, and when appropriate, adjusted to reflect increases in seniority and experience, as well as inflationary factors. These increases are generally made on an annual basis effective at the beginning of each calendar year.

The Firm will incur various costs and expenses in performing legal services. These costs and expenses are separately billed to the client and include fees fixed by law or assessed by public agencies, litigation costs including deposition, reporter fees, and transcript fees, long distance telephone calls, messenger and other delivery fees, postage, photocopying (charge of twenty cents (\$0.20) per page) and other reproduction costs, staff overtime when necessitated and authorized by the client, and computer-assisted research fees when authorized by the client, all based on the actual and reasonable cost (mileage, reproduction and other costs are periodically adjusted in accordance with the Firm's actual costs).

Travel costs including mileage (current IRS rate), parking, airfare, lodging, meals, and incidentals are charged in connection with administrative or judicial proceedings, or when traveling outside of Los Angeles, Riverside, San Bernardino or Orange Counties. Travel time may also be charged in connection with such proceedings.* In addition, the client will be responsible for paying the fees of consultants and other outside experts who are retained after consultation with the client.

It is understood that Firm will generally not charge for local telephone calls or calls made to City. In exchange, Firm shall not be charged for calls made or received when at City, whether local or long-distance, or for copying charges since copying onsite will reduce the charge to the client.

The monthly billing statements for fees and costs shall indicate the basis of the fees, including a detailed and auditable breakdown of the hours worked, the billable rates charged and description of the work performed. All bills are expected to be paid within thirty (30) days of the date of the billing statement. In the event any statement remains unpaid for more than thirty (30) days after the date of the statement, interest thereon at the rate of ten percent (10%) per annum shall be due and payable thereafter on the unpaid balance.

Registration fees for attorneys attending conferences and seminars are paid by the Firm and are never charged to City (unless attendance is expressly requested by City).

***Modifications for Suisun City:**

- 1) When we are otherwise making trips to Sacramento or to the Bay Area, if an on-site visit can be arranged to Suisun, no travel costs will be charged.
- 2) We will provide up to four trips per year with no overnight stays where no travel costs are charged and attorney time is charged only one-way.
- 3) We will provide two trips per year with overnight stays where no travel costs are charged and attorney time is charged only one-way.
- 4) Deputy City Attorney Kenny will not charge for travel costs or time for meetings at Suisun City.

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RESOLUTION NO. 2022-68

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN
CITY AMENDING THE CITY ATTORNEY CONTRACT WITH
ALESHIRE & WYNDER, LLP**

WHEREAS, Aleshire & Wynder, LLP (A&W) is a full service public law firm founded in 2003 with expertise in planning and land use, labor and employment, public finance, code enforcement, litigation, land movement, contracts, public works construction, public records, Brown Act, coastal, and all other areas of municipal law.

WHEREAS, in July of 2009 the City Council appointed A&W by its name partner David J. Aleshire, Esq., as the City Attorney of the City of Suisun City, pursuant to Contract Services for City Attorney Services (Agreement).

WHEREAS, Section 1 of the Agreement provides that the “designated City Attorney, Agency Counsel, and Assistant City Attorney may be established from time to time or modified by resolution of the City Council.”

WHEREAS, in July of 2011, the City Council designated A&W attorney Anthony Taylor as the City Attorney. Mr. Taylor served in that capacity until September 2021.

WHEREAS, in September of 2021, the City Council designated A&W attorney Elena Gerli as the City Attorney. Ms. Gerli currently serves as the City Attorney.

NOW, THEREFORE, the City Council of the City of Suisun City, California, does hereby resolve as follows:

Section 1. The City Council of the City of Suisun City hereby approves Amendment No. 1 to the Agreement between the City of Suisun City and Aleshire & Wynder, LLP substantially in the form of contract attached hereto as Attachment A and incorporated by reference. The City Manager is authorized to execute the amendment in a substantially the form provided.

Section 2. The provision of this Resolution shall become effective May 17, 2022.

[SIGNATURES ON FOLLOWING PAGE]

1 **PASSED, APPROVED, AND ADOPTED** at a regular meeting of the City Council
2 of the City of Suisun City, California, on this 17th day of May 2022.

3 
4 Alma Hernandez, Mayor Pro Tem

5 ATTEST:

6 
7 Anita Skinner
8 City Clerk

9 **CERTIFICATION**

10 I, Anita Skinner, City Clerk of the City of Suisun City and ex-officio Clerk of the City
11 Council of said City, do hereby certify that the above and foregoing resolution was passed,
12 and adopted at a Regular Meeting of said City Council of the City of Suisun City duly held on
13 Tuesday, the 17th of May 2022, by the following vote:

13 **AYES:** Council Members: Day, Hudson, Williams, Hernandez
14 **NOES:** Council Members: None
15 **ABSENT:** Council Members: None
16 **ABSTAIN:** Council Members: None

17 **WITNESS** my hand and the seal of said City this 17th day of May 2022.

18 
19 Anita Skinner
20 City Clerk

AMENDMENT NO. 1

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES (“Amendment No. 1”) by and between the **CITY OF SUISUN CITY** (“City”) and **ALESHIRE & WYNDER, LLP** (“Attorney”) is effective as of May 17, 2022.

RECITALS

A. City and Attorney entered into that certain Agreement for Contractual Services effective July 8, 2009 (“Agreement”) whereby Attorney agreed to provide comprehensive City Attorney services (the “Services”) to City at the rates and in the manner set forth therein.

B. City and Consultant now desire to amend the Agreement to provide for updated compensation for Attorney’s Services.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein. Deleted text is indicated in ~~strikethrough~~ and added text in ***bold italics***.

a. Exhibit A, Fee Arrangement, to the Agreement is replaced in its entirety with Exhibit A, Fee Arrangement, Amendment No. 1, attached hereto and incorporated herein.

b. Exhibit B, Statement of Fee Arrangement, is replaced in its entirety with Exhibit B, Statement of Fee Arrangement, Amendment No. 1, attached hereto and incorporated herein.

c. Notices to Attorney pursuant to Section 13 of the Agreement shall be sent to the following:

Aleshire & Wynder
2361 Rosecrans Avenue
Suite 475
El Segundo, CA 90245
Attn: Elena Q. Gerli

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 1 to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party

represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 1, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

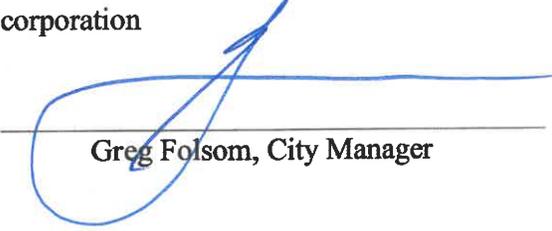
5. **Authority.** The persons executing this Amendment No. 1 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 1, and (iv) the entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF SUISUN CITY, a municipal corporation



Greg Folsom, City Manager

ATTEST:



Anita Skinner, City Clerk

ATTORNEY:

ALESHIRE & WYNDER, LLP

By: 

Tiffany Israel, Managing Partner

EXHIBIT "A"
FEE ARRANGEMENT
AMENDMENT NO. 1

- (1) General legal services will be billed at the blended rate of \$235 per hour.
- (2) Special legal services include litigation matters, public finance, disciplinary actions or hearings, labor negotiations, redevelopment, housing, cable television, water, toxics, refuse, franchising, enterprise activities and any major contract negotiation involving more than 10 hours (with City Manager approval). Except for insurance defense, code enforcement, and public finance, all such matters shall be billed at the rate of \$245 per hour for associates, and \$275 per hour for partners.
- (3) Insurance defense litigation and code enforcement will be billed at a rate of \$245 per hour for associates, and \$260 for partners.
- (4) Where there is an opportunity to obtain cost recovery through a private party such as a developer, the hourly rate will be \$350 per hour.
- (5) For public finance the fee structure shall be as follows: (i) For land based issues (i.e. CFD, Assessment or Improvement Districts) 1.5% (one and a half percent) of the first \$1 million executed and delivered; three-quarters percent of the next \$4 million executed and delivered; one-third percent of the next \$10 million; one-eighth percent of the next \$10 million; and one-tenth percent of any amount over \$25 million; subject to a minimum fee of Forty Thousand Dollars (\$40,000); or (ii) For all other financings the above schedule applies with a 25% discount. In the event that multiple series of bonds or notes are issued, the foregoing fee schedule would be applied to each issue. Fees shall be contingent unless otherwise directed by the client. If contingent, payment of the fees is entirely contingent upon the successful execution and delivery of the bonds or notes to be payable on or after delivery except for out- of-pocket expenses. In addition to the foregoing, a fee of \$6,000 may be charged if a tax opinion is required. At the discretion of City, City may choose a non-contingent structure in lieu of the above schedule at the rate of \$350 per hour on a blended rate for all attorney time incurred.
- (6) In addition to the foregoing, the Firm would be reimbursed for out-of-pocket expenses including telecopier, messenger, courier, and other communication costs; reproduction expense; computer research services; court reporters; mileage cost to court and administrative proceedings; travel expenses outside of Riverside and Orange Counties; and other costs and expenses incurred on your behalf. Notwithstanding the foregoing, we do not charge for word processing, routine computer-assisted legal research, local calls or mileage to City Hall or City offices. In exchange, when on-site, we would have the ability to use City copiers and telephones without charge.
- (7) The blended rate for legal assistants (Paralegal), irrespective of matter, shall be \$160 per hour.
- (8) Travel time shall be charged at \$175 per hour.
- (9) On July 1 of each year, starting July 1, 2023, the foregoing rates shall be subject to annual adjustment pursuant to the San Francisco-Oakland-Hayward Consumer Price Index from April of the same year, provided that the adjustment shall not be less than \$0.

EXHIBIT "B"
STATEMENT OF FEE ARRANGEMENT
AMENDMENT NO. 1

The Firm's fees are charged on an hourly basis for all time actually expended and are generally billed monthly with payment due within thirty (30) days after the date of the bill. However, where contract rates are established, they prevail over design rates. The current hourly design rate for the attorneys and staff working on this matter will be set forth in the billing statement. Annually, you will be provided with the prevailing hourly design rates for the attorneys who will spend the predominate amount of time on this matter. It should be understood that hourly rates are reviewed, and when appropriate, adjusted to reflect increases in seniority and experience, as well as inflationary factors. These increases are generally made on an annual basis effective at the beginning of each calendar year.

The Firm will incur various costs and expenses in performing legal services. These costs and expenses are separately billed to the client and include fees fixed by law or assessed by public agencies, litigation costs including deposition, reporter fees, and transcript fees, long distance telephone calls, messenger and other delivery fees, postage, photocopying (charge of twenty five cents (\$0.25) per page) and other reproduction costs, staff overtime when necessitated and authorized by the client, and computer-assisted research fees when authorized by the client, all based on the actual and reasonable cost (mileage, reproduction and other costs are periodically adjusted in accordance with the Firm's actual costs).

Travel costs including mileage (current IRS rate), parking, airfare, lodging, meals, and incidentals are charged in connection with administrative or judicial proceedings, or when traveling outside of Los Angeles, Riverside, San Bernardino or Orange Counties. Travel time may also be charged in connection with such proceedings. In addition, the client will be responsible for paying the fees of consultants and other outside experts who are retained after consultation with the client.

It is understood that Firm will generally not charge for local telephone calls or calls made to City. In exchange, Firm shall not be charged for calls made or received when at City, whether local or long distance, or for copying charges since copying onsite will reduce the charge to the client.

The monthly billing statements for fees and costs shall indicate the basis of the fees, including a detailed and auditable breakdown of the hours worked, the billable rates charged and description of the work performed. All bills are expected to be paid within thirty (30) days of the date of the billing statement. In the event any statement remains unpaid for more than thirty (30) days after the date of the statement, interest thereon at the rate of ten percent (10%) per annum shall be due and payable thereafter on the unpaid balance.

Registration fees for attorneys attending conferences and seminars are paid by the Firm and are never charged to City (unless attendance is expressly requested by City).



City Attorney Options Discussion and Direction

September 19, 2023

1

City Attorney Responsibilities

- Legal advice
- Drafting and reviewing documents
- Litigation
- Code Enforcement
- Land Use and Zoning
- Criminal procedure Law
- Public meetings
- Employment Law
- Public records and open government
- Ethics/Conflicts of interest
- Legislation

2

2

2018 Solano County Grand Jury Report

- Identified City Attorney models that cities use
- Provided some pros and cons for each model
- Identified costs for City Attorney services for each city
- Identified that each model has its own merits and drawbacks

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3

Three City Attorney Options

1. Have a contracted City Attorney (current model)
2. Have a fully In-House City Attorney's Office staffed by city employees
3. Have a combination (Hybrid model) of In-House Attorney's Office for day to day with contract for specialized legal services and litigation

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Contract City Attorney Pros

- Offers third party perspective and impartiality
- Has access to expertise and knowledge of other municipalities, histories and responses
- Skilled in or has access to specialty areas such as water rights, land use, regulatory issues, and California Environmental Quality Act
- Can be cost effective as only services rendered are chargeable
- Clinical approach to risk management
- Is skilled at providing immediate cost effective answers
- As a consultant there are no employee benefits and terminating a contract usually involves no monetary penalties
- No additional overhead costs for office space or supplies
- Likely to be less expensive than In-House City Attorney

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Contract City Attorney Cons

- Every interaction is billable
- Higher variable costs, so the greater use of the attorney equates to higher monthly bills
- Attorney may or may not be local
- Cannot just walk over to talk to attorney
- Attorney may represent one or more other cities and may not be immediately available
- Less control over the assigned attorney

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In-House City Attorney Pros

- Provides institutional knowledge, accessibility and continuity
- Has an intimate and expanding knowledge of the city, its employees and citizens/public
- Is readily accessible with no thought of an hourly fee
- Contributes leadership skills
- Can help the organization develop and manage future risk
- Has a unique opportunity to build community trust
- As a municipal employee has a set hour work day schedule which provides the budget with a fixed cost associated with salary and benefits

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In-House City Attorney Cons

- Much more difficult and costly to change attorneys
- High fixed costs restricts ability of city to cut costs by reducing use of attorneys
- City likely to need more staff than just one attorney
- In-house attorney will likely need a law library of some sort
- Currently no space at City Hall for a City Attorney's Office and staff without displacing another department
- In an increasingly complicated legal environment, a generalist has limits in specialty areas of the law, so City will still likely need to contract for specialized legal services and litigation at an unknown cost
- Potential lack of attorney services when employee is sick or on vacation, depending upon the number of attorneys or ability to use contract law firm
- Likely to be more expensive than outsourcing

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2018 Solano County Grand Jury Report FYE 2016 City Attorney Salary + Benefits

| | |
|-------------|-----------|
| ▪ Benicia | \$292,170 |
| ▪ Vacaville | \$398,747 |
| ▪ Vallejo | \$367,117 |

These amounts are for one City Attorney position, not including additional staff or overhead

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2018 Solano County Grand Jury Report FYE 2017 Total Legal Expense Data

| | | |
|---------------|------------|-------------|
| ▪ Benicia | In-House * | \$824,962 |
| ▪ Dixon | Outsourced | \$898,019 |
| ▪ Fairfield | Outsourced | \$1,073,526 |
| ▪ Rio Vista | Outsourced | \$147,857 |
| ▪ Suisun City | Outsourced | \$177,147 |
| ▪ Vacaville | In-House | \$1,132,771 |
| ▪ Vallejo | In-House | \$3,255,821 |

* Now outsourced

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FYE 2023 Suisun City Attorney Costs

| | |
|---------------------|-----------|
| ▪ General Fund Cost | \$307,701 |
| ▪ Other Funds Cost | \$263,972 |
| ▪ Total Cost | \$571,673 |

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FYE 2023 Suisun City Attorney Costs

| | |
|--------------------------|--------------|
| ▪ Extraordinary costs | |
| ▪ 301 Line St. | \$21,562.27 |
| ▪ Pickering | \$43,967.68 |
| ▪ Developer reimbursable | \$26,674.50 |
| ▪ Successor Agency | \$29,477.00 |
| ▪ Employment Law | \$108,848.70 |

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In-House Staffing Examples

- Brentwood Population 64,513 6 FTE in City Attorney's Office.
- Burlingame Population 30,106 3.5 FTE plus contract for specialty services.
- San Luis Obispo Population 47,545 8 FTE in City Attorney's Office.
- San Pablo Population 36,000 2 FTE in City Attorney's Office.

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Next Steps?

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Outsourced City Attorney Path Forward

- Identify the items to be included in the RFP
 - Multiple example RFPs provided
 - Full Council or ad hoc?
- Put out RFP
- Review proposals in closed session and identify which law firms to interview
- Conduct closed session interviews
- Approve contract in open session

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In-House City Attorney Path Forward

- Identify the important legal services to be done in house and whether to provide all services in house vs. Hybrid model
- Identify the minimum staffing needed
- Identify the overhead costs
- Identify the overall preliminary City Attorney Office budget

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In-House City Attorney Path Forward

- Create job descriptions
- Complete compensation study/approve new salaries
- Contract with executive recruiter for City Attorney (approx. \$30,000)
- Closed session interviews
- Approve City Attorney employment contract in open session

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Hybrid City Attorney Path Forward

- With input from new City Attorney, RFP for contracting out additional legal services, if not fully In-House
- Closed session interviews for outsourced legal services, if applicable
- HR recruitment for additional staffing once City Attorney is on board
- At least 6 month process to get In-House City Attorney on board
 - target date July 1, 2024

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Next Steps

- Provide staff with direction on how to move forward.
 - If moving forward on RFP for contracting out, provide direction on what to include in RFP and if an ad hoc is appropriate
 - If moving forward on an In-House City Attorney, provide direction on what additional information Council would like and if an ad hoc is appropriate
 - Or provide other direction

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Conclusions & Questions

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AGENDA TRANSMITTAL

MEETING DATE: September 19, 2023

CITY AGENDA ITEM: Council Consideration and Introduction of Ordinance No. __: An Ordinance of the City Council of the City of Suisun City Repealing and Replacing Chapter 8.08 (Solid Wastes) of Title 8 (Health & Safety) of the Suisun City Municipal Code.

FISCAL IMPACT: None at this time.

STRATEGIC PLAN: Deter and Minimize Intentional Illegal Dumping of Garbage and Trash in the City.

BACKGROUND: Early in 2023, the Mayor appointed Councilmember Dawson and then-Councilmember Hudson to the Illegal Dumping and Trash Ad Hoc Committee. The committee met with department heads and the City Attorney to address ways in which the City could strengthen its Municipal Code to minimize the impact of illegal dumping and accumulation of trash throughout the City. Based on the ad hoc committee's recommendations, among other measures the City Council directed an update to Chapter 8.08 of the Municipal Code, dealing with solid waste.

The City Attorney's Office researched other jurisdictions' codes to find provisions that might be use to the City, and the amendments mirror the direction we received from Council. The proposed Ordinance's goal is to provide the City with as full a range of tools as possible. As always, the proposed amendments are just that, proposed. The Council may have additional thoughts on enforcement tools or prohibited conduct or may wish to delete or modify certain provisions.

The following updates to the ordinance are being proposed as further described below:

1. Related provisions have been grouped under several different articles; certain provisions were moved or combined with other sections; sections renumbered.
 2. Updated definitions
 3. Trash enclosures must be enclosed.
 4. Prohibits illegal dumping, and imposes liability on the person dumping, any person using a vehicle to illegally dump, and the person in control of the property where the dumping occurs.
 5. Violations of the ordinance are declared a public nuisance and may be abated in accordance with Chapter 8.12 and constitute strict liability offenses. City's enforcement tools have been expanded.
 6. Vehicles used to illegally dump are declared a public nuisance and may be abated through seizure and impoundment procedures described in the ordinance.
-

STAFF REPORT: This agenda item proposes to repeal and replace Chapter 8.08 of Title 8 of the Municipal Code, dealing with solid waste.

Residents of the City have complained about the nuisances created throughout the City by persons who illegally dump solid waste, bulky items, and potentially hazardous materials. The City has taken proactive steps to attempt to curtail illegal dumping, but the problem persists. Accordingly, the proposed ordinance would provide additional requirements and enforcement options for the City in an

effort to minimize spill or intentional illegal dumping of garbage and trash.

In April, the City Council directed the following updates:

1. Amend the chapter to also make any violation a public nuisance, subject to the provisions of Chapter 8.12, and enforceable by peace officers and by the City Manager and their designee.
2. Amend the chapter to require that trash receptacles be secured and enclosed.
3. Review the Butte County Illegal Dumping Codes (Section 49-4) and zero tolerance programs/ordinances from other jurisdictions for additional enforcement tools.
4. Increase the amount of civil fines (see Section III, below).
5. Review definitions and prohibited conduct to ensure that language provides the City with the maximum enforcement flexibility.

The increased fines will be back before the Council at a future meeting in the near future, as part of a further set of code amendments to update Chapters 1.08, 1.16, and 1.20. The increased fines will apply to more than just Chapter 8.08.

Meanwhile, here is a summary of the key proposed updates to Chapter 8.08:

1. Reordering and renumbering. The provisions of the current code have been somewhat reordered and renumbered, and are now grouped in five articles. As the Ordinance expands, it is helpful to organize the Ordinance rather than simply tack new provisions on the end. The goal is to make the Ordinance easier to follow and to apply.

- Article I General Matters
- Article II Solid Waste Collection and Disposal
- Article III Prohibited Conduct
- Article IV Vehicle Forfeiture
- Article V Remedies

2. Definitions. The Definitions section would be updated to include terms used throughout the chapter. Some newly defined terms include “bulky items,” “hazardous waste,” “person,” and “public place.” Clear definitions provide guidance to staff and the public and make the ordinance easier to enforce.

3. Prohibited Conduct. The Ordinance already prohibits unauthorized waste collection and transport, unlawful accumulation of waste, waste outside of receptacles, burning or burying waste, and interfering with the lawful collection and removal of waste. The proposed ordinance would broaden the prohibited conduct to include illegal dumping, as follows:

A. It is unlawful for any person to throw, drop, place, or deposit bulky items, hazardous waste, or solid waste (except for construction materials being used during construction, and these only temporarily under a building permit) in a public place or on private property not designated for that dumping or disposal purpose.

B. Illegal dumping does not include the discarding, dropping, or scattering of small quantities of waste matter ordinarily carried on or about the person, commonly referred to as littering, including, but not limited to, beverage containers, packaging, wrappers, wastepaper, newspapers, and magazines and including waste matter that escapes or is allowed to escape from a container, receptacle, or package, or a vehicle used for any of those purposes.”

4. Evidence of Ownership. The proposed Ordinance would permit the City to determine ownership of illegally dumped waste in any lawful manner available to it, including but not limited to, mail, receipts,

photographs, and security camera footage. A prima facie showing that a person's items, solid waste, or personal property have been found in any location where it is unlawful to dispose of such, under circumstances which would lead a reasonable trier of fact to conclude that the items were discarded at that location, will constitute a presumption that the owner of the solid waste, items, or personal property violated the provisions of the ordinance.

5. Requires Trash Receptacles Within Solid Enclosures. All improved properties within the City will be required to provide permanent solid waste receptacle enclosure facilities. The enclosure must be 6 feet in height; constructed of solid reinforced masonry, poured-in-place concrete, or other material of similar strength; enclosed on all sides; and with a solid gate 6 feet in height providing access to the trash area. If the enclosure is not within a gated building or community, it must also have a roof. Enclosure must have no gap between top of walls and roof, locks on doors, and include interior and exterior lighting. Solid waste contained within the enclosure shall not exceed the height of the enclosure. All enclosures must be adequately maintained so that access doors function and the walls do not fall into disrepair. Permanent enclosures must be provided for existing residential, commercial, and industrial developments when application is made for expansion of floor area by 25%, but in any event all improved property must comply with this requirement within 12 months of the effective date of the ordinance. All construction shall be in accordance with applicable city standards.

The underlined text is highlighted so that staff can weigh on whether height appropriate, or if they have alternative language that would be a better fit; and to note that compliance with the proposed Ordinance would be required within 12 months of the effective date – the Council may decide to allow legal nonconforming uses to continue, or to prescribe a different timeline for compliance, for example.

6. Enforcement. The proposed Ordinance articulates a number of enforcement tools.

- Violations constitute a public nuisance, and abatement can be pursued under Chapter 8.12 (the updated chapter will be coming to Council shortly).
- Violations may also be punished under Chapters 1.08 and 1.20 of the SCMC, meaning that they can be charged as infractions, misdemeanors, and civil administrative citations, at the City's discretion.
- Each day a violation of the ordinance continues will be considered a new violation and can be punished as such.
- Violations are strict liability offenses, which means that there is no intent requirement. Strict liability is permissible for violations of these types of regulatory/quality of life ordinances.
- The Ordinance imposes liability, jointly and severally, on persons who illegally dump and on property owners who allow waste to accumulate. Note also that Chapter 8.12 includes provisions that address the condition of property and also cover accumulation of trash and debris.
- Vehicle forfeiture for vehicles used in the commission of illegal dumping.

7. Vehicle Forfeiture. Vehicles used to illegally dump will be declared a nuisance and will be abated through seizure and impoundment due process procedures. Seized vehicles would be sold and the proceeds distributed to the City to pay for the enforcement of the Ordinance.

STAFF RECOMMENDATION: It is recommended that the City Council:
Consider and Introduce Ordinance No. __: An Ordinance of the City Council of the City of Suisun City Repealing and Replacing Chapter 8.08 (Solid Waste) of Title 8 (Health & Safety) of the Suisun City Municipal Code.

DOCUMENTS ATTACHED:

1. Ordinance No. __: An Ordinance of the City Council of the City of Suisun City, California, Repealing and Replacing Chapter 8.08 (Solid Waste) of Title 8 (Health & Safety) of the Suisun City Municipal Code [**Redline Version**]
2. Ordinance No. __: An Ordinance of the City Council of the City of Suisun City, California, Repealing and Replacing Chapter 8.08 (Solid Waste) of Title 8 (Health & Safety) of the Suisun City Municipal Code [**Clean Version**]
3. PowerPoint Presentation

PREPARED BY:

Elena Gerli, City Attorney

REVIEWED BY:

Kris Lofthus, Deputy City Manager

APPROVED BY:

Kris Lofthus, Deputy City Manager

ATTACHMENTS:

1. [Ordinance Repealing and Replacing Ch. 8.08 \(Solid Waste\) of Title 8 \(Health and Safety\) of the Suisun City Municipal Code - Redline Version.pdf](#)
2. [Ordinance Repealing and Replacing Ch. 8.08 \(Solid Waste\) of Title 8 \(Health and Safety\) of the Suisun City Municipal Code - Clean Version.pdf](#)
3. [PowerPoint Presentation.pdf](#)

1 **Article I. General Matters.**

2 **8.08.1040 Definitions.**

3 Except as expressly provided in this section, the definitions contained in Title 14, Division 7,
4 Chapter 3, Article 4 of the California Administrative Code shall govern the interpretation of
5 this chapter. The following words are defined to clarify this chapter:

6 A. —“Agricultural solid wastes” means wastes resulting from the production and
7 processing of farm or agricultural products, including manures, prunings, and crop residues
8 wherever produced.

9 “Bulky item” means, but is not limited to, discarded furniture, vehicle parts, appliances,
10 construction materials.

11 “City Manager” means the City Manager of the City of Suisun City, and includes their
12 designee.

13 B. —“Construction and demolition wastes” means solid waste composed of building
14 materials, packaging and rubble resulting from the construction, remodeling, repair or
15 demolition of pavements, houses, commercial, industrial or agricultural buildings, and other
16 structures, which are not incident to active, permitted construction.

17 C. —“Contract agent” means and includes an agent or employee of the city or any person,
18 firm, corporation or association, or the agents or employees thereof, with whom the city has
19 contracted under the terms set out in this chapter to collect, transport and dispose of solid
20 waste produced within the geographic boundaries of the city.

21 “Director” means the City of Suisun City’s Director of Public Works, and shall include their
22 designee.

23 “Improved property” shall mean real property in the City of Suisun City that has been
24 improved with structures or facilities of any kind. “Improved property” shall not include
25 public property or the public right-of-way.

26 D. —“Garbage” means and includes all putrescible solid and semi-solid waste, including,
27 without limitation, all kitchen and table food waste, and animal or vegetable waste that
28 attends or results from the storage, preparation, cooking or handling of foodstuffs.

“Hazardous waste” shall have the same meaning as state and federal law, specifically:
Chapter 6.5 (Hazardous Waste Control Law) of the California Health & Safety Code, and the
regulations in Division 4.5 of Title 22 of the California Code of Regulations; and the Federal
hazardous waste regulations adopted by U.S. EPA as found in Title 40, Code of Federal
Regulations, Parts 260- 279, adopted pursuant to Chapter 42, United States Code (Resource
Conservation and Recovery Act, also known as RCRA).

California laws are outlined in the statute: California Health & Safety Code, (HSC), Division
20, Chapter 6.5 (Hazardous Waste Control Law). Regulations adopted from the HSC are
found in the California Code of Regulations (CCR), division 4.5, title 22. California the
individual generating the waste must determine if the waste generated meets the criteria of
hazardous waste as defined in 22 CCR section 66261.3.

“Person” means an individual, group, or entity of any kind, whether for profit or nonprofit.

1 “Public place” means any property owned or controlled by a public agency, including but not
2 limited to streets, alleys, gutters, highways, parks, sidewalks and parkways, marinas, parking
3 lots or structures, and improved or unimproved real property.

4 E.—“Refuse” means both garbage and rubbish.

5 F.—“Rubbish” means and includes all nonputrescible solid and semi-solid wastes,
6 including, without limitation, ashes, paper, cardboard, tin cans, other packaging, yard wastes,
7 wood, glass, bedding, crockery, plastics, rubber by-products and litter.

8 H.—“Recyclable materials” means any materials as so defined in Chapter 8.10.010J of the
9 Suisun Municipal Code.

10 I.—“Recycling” means the process defined in Chapter 8.10.010(K) of the Suisun
11 Municipal Code.

12 “Refuse receptacle” means any bin or container for the collection of solid waste and
13 recyclables.

14 G.—“Solid waste” or “solid wastes” means and includes all putrescible and nonputrescible
15 solid and semi-solid wastes, including, without limitation, garbage, trash, refuse, paper, offal,
16 rubbish, ashes, industrial wastes, ~~demolition and~~ construction and demolition wastes,
17 recyclable materials discarded by their owners, abandoned vehicles and parts thereof,
18 discarded home and industrial appliances, manure, vegetable or animal solid and semi-solid
19 wastes, and other discarded solid and semi-solid wastes, and also includes liquid wastes
20 disposed of in conjunction with solid wastes at solid waste transfer processing stations or
21 disposal sites, but excludes sewage collected and treated in a municipal or regional sewerage
22 system.

23 “Vehicle” means any transportation device that requires the driver to have a valid driver’s
24 license for the appropriate class of vehicle being driven, and which transportation device is
25 equipped with a motor. “Vehicle” shall include boats, irrespective of whether the type of boat
26 requires a driver’s license.

27 J.—“Yard waste” means and includes solid wastes generated from the maintenance of
28 yards, lawns and gardens, such as grass clippings, leaves, and tree and brush trimmings and
prunings.

8.08.250-104 Enforcement of chapter.

The director shall supervise all matters in connection with solid waste collection,
transportation, and disposal that concern the public health. All officers with the authority to
enforce the codes of the city shall enforce the provisions of this chapter according to state and
local law, including but not limited to peace officers, code enforcement officers, and the City
Manager.

8.08.260-108 Applicability.

The provisions of this chapter shall apply, jointly and severally to any person who owns or
controls real property, as well as persons, including their agents, who illegally dispose of solid
waste, and to persons who own, control, or operate vehicles that are used to illegally dispose
of solid waste.

1 **8.08.270-112 Evidence of ownership**

2 The City may determine ownership of illegally dumped waste in any lawful manner available
3 to it, including but not limited to, mail, receipts, photographs, and security camera footage.
4 Upon a prima facie showing that a person's items, solid waste, or personal property have been
5 found in any location where it is unlawful to dispose of such, under circumstances which
6 would lead a reasonable trier of fact to conclude that the items were discarded at that location,
7 shall constitute a presumption that the owner of the waste violated the provisions of this
8 chapter.

9 **8.08.116 Self-disposal by residents.**

10 Nothing contained in this chapter shall be construed to prevent or prohibit any resident in the
11 city from collecting, transporting and disposing of any solid waste created by him or his
12 household, on premises personally occupied by him, provided the same is personally
13 collected, transported and disposed of by him or her in accordance with the rules and
14 regulations prescribed in this chapter and other applicable law.

15 **Article II. Solid waste collection and disposal.**

16 **8.08.200 Solid waste receptacle enclosures.**

17 A. All improved properties within the City shall provide permanent solid waste receptacle
18 enclosure facilities. The enclosure shall be 6 feet in height; constructed of solid reinforced
19 masonry, poured-in-place concrete, or other material of similar strength; enclosed on all sides;
20 and with a solid gate 6 feet in height providing access to the trash area. If the enclosure is not
21 within a gated building or community, it must also have a roof. Enclosure must have no gap
22 between top of walls and roof, locks on doors, and include interior and exterior lighting. Solid
23 waste contained within the enclosure shall not exceed the height of the enclosure. All
24 enclosures shall be adequately maintained so that access doors function and the walls do not
25 fall into disrepair. Permanent enclosures shall be provided for existing residential,
26 commercial, and industrial developments when application is made for expansion of floor
27 area by 25%, but in any event all improved property shall comply with this requirement
28 within 12 months of the effective date of this ordinance. All construction shall be in
accordance with applicable city standards.

B. Any property that cannot come into compliance with this requirement due to physical
constraints of the property must make application to the Director of Community Development
for a minor variation. The provisions of this section will be waived or modified only to the
extent necessary to achieve this section's purposes in light of the restrictions at the property.

8.08.204015 Solid waste collection service required.

It shall be the duty of every owner of every ~~occupied~~ improved premise in the City, whether
residential, commercial, industrial or institutional, to subscribe to and pay for solid waste
collection service from the authorized contract agent. An owner may authorize a tenant to act
in ~~his~~ their behalf to subscribe and pay for service, but such action shall not relieve an owner
from ~~his~~ their liability hereunder; and, unless notice to the contrary is given the contractor,
any additional services contracted for by a tenant so authorized to act shall be chargeable to
the owner.

1 Residents of the city shall be allowed to place solid waste and yard waste containers in front
2 of their property against the curb for collection on the same day they receive solid waste
3 collection service, provided that this is done in strict accordance with this chapter and Chapter
4 8.10, as applicable, and any the rules and regulations established by the city administrator.

5 The solid waste shall be placed in company-provided containers.

6 **8.08.208040 Minimum ~~trash-solid waste~~ receptacle capacity.**

7 Required minimum trash receptacle capacity shall be as follows:

8 A. Multiple-family unit, housing, ~~sixty-60~~ gallons per unit. Excluded from this definition
9 of “multiple-family units” (three or more) are specialized housing types, such as congregate
10 care and communal living facilities, senior apartments and other similar group housing
11 arrangements.

12 B. Every property owner shall have available and utilize receptacles of an adequate size
13 and in sufficient numbers to contain without overflowing, all the solid wastes generated
14 within the designated removal period. This shall be done by subscribing to solid waste
15 collection service available from the city’s solid waste collection contract agent.

16 **~~8.08.060 Deposit in public places.~~**

17 **8.08.212070 Conveyance along streets.**

18 No solid waste shall be transported on any of the streets, alleyways or public thoroughfares of
19 the city unless the same is transported in conveyances so constructed as to be absolutely
20 dustproof, and so arranged as not to permit dust or other matter to sift through or fall upon the
21 streets. The contents of such conveyances must be further protected with appropriate covers
22 so as to prevent the same from being blown upon the streets and adjacent lands.

23 **8.08.216090 Trucks.**

24 Every truck used in the collection, transportation or disposal of solid waste shall be kept well
25 painted and clean, both inside and out.

26 **8.08.220100 Exclusive rights of contractor.**

27 At such time as there is in force a contract entered into by the city with any person, firm or
28 corporation for the collection, transport and disposal of solid waste in the city, it is unlawful
for any person other than that contract agent and its agents to collect, transport or dispose of
any solid waste within the city. Persons other than that contractor and its agents may lawfully
collect, transport or dispose of solid waste only where one of the following conditions apply:

A. The solid waste consists only of construction or demolition wastes hauled or removed
only by the landowner or occupant, an uncompensated third party acting at the request of the
landowner or occupant, or a contractor retained by or for the benefit of the landowner or
occupant to perform (and actually performing) the construction or demolition services on the
property which generate the construction or demolition wastes at issue. This exception to the
rights of the exclusive solid waste handling contractor shall not apply to any situation in
which a third party is hired, through a subcontract or otherwise, to collect, transport or dispose
of the solid waste or any portion thereof.

1 B. The solid waste is limited to abandoned vehicles and parts thereof, discarded home
2 and industrial appliances and furniture, or agricultural solid wastes as defined in Section
3 8.08.~~100010~~(A).

3 C. The solid waste consists of septic tank pumpings, hazardous wastes or medical wastes
4 which are being collected, transported and disposed of by properly permitted, certified and
5 inspected haulers and vehicles as required by federal, state and local laws and regulations.

5 D. The solid waste consists only of garbage collected and transported solely for the
6 purpose of feeding animals in accordance with this division and applicable state laws and
7 regulations and the hauler has obtained a garbage feeding permit.

7 E. The solid waste consists solely of solid waste collected, and transported from a public
8 road right-of-way by a public agency or a construction or demolition contractor retained by
9 the public agency.

9 F. The solid waste being collected, transported and disposed of consists solely of
10 recyclable material taken from residential construction or demolition waste which recyclable
11 material is being hauled or removed by a third party (acting at the request of the landowner or
12 occupant). Such third party shall have in force a current recycling permit issued by the city
13 requiring that all such materials collected by the permit-holder within the geographic
14 boundaries of the city consist of recyclable material and that all such material be recycled.
15 Only such haulers and removers of recyclable materials as are duly permitted by the city to
16 engage in such activity may do so pursuant to this exception. Prior to granting any such
17 permit, the city shall require evidence of adequate liability insurance covering the hauler or
18 remover's operations, and evidence that the hauler or remover has paid in full all required city
19 taxes and business license fees applicable to its operations. The hauler or remover must
20 actually recycle all material hauled or removed and the hauler or remover shall comply with
21 all other requirements and conditions of the permit established by the city.

17 **8.08.~~224110~~ Contract—Authorized.**

18 For the collection, transportation and disposal of solid waste, a contract may be entered into
19 by the city in accordance with and subject to the terms and conditions of this chapter.

20 **8.08.~~228120~~ Contract—Bond—Scope.**

21 The contract provided for in Section 8.08.~~110-224~~ shall provide that the contractor shall
22 collect and dispose of the solid waste in the city in the manner provided for in this chapter.
23 The contractor shall be required to furnish a cash or surety bond to the city in the penal sum of
24 one hundred thousand dollars conditioned upon the faithful performance of the contract and
25 provisions of this chapter. Such contractor shall have the sole and exclusive right, except as
26 otherwise expressly provided in this chapter, to collect, transport and dispose of all solid
27 waste in the city, including, without limitation, all recyclable solid waste.

25 **8.08.~~130-232~~ Contract—Insurance.**

26 A. Worker's Compensation. Any exclusive contract agent for solid waste collection,
27 transportation and disposal shall fully comply with applicable California law concerning
28 worker's compensation. Such compliance shall include, but not be limited to, maintaining in
full force and effect one or more policies of insurance insuring against any liability such
exclusive contract agent may have for worker's compensation.

1 B. General Liability Insurance. Any exclusive contract agent for solid waste collection,
2 transportation and disposal shall obtain at its sole cost, and keep in full force and effect during
3 the term of its exclusive solid waste collection, transportation and disposal agreement with the
4 city, broad form property damage, bodily injury, automobile, employers', and comprehensive
5 form liability insurance in the amount of three million dollars per occurrence: provided (1)
6 that the city, its officers, agents, employees and volunteers shall be named as additional
7 insureds under the general liability policy, (2) that the policy shall stipulate that this insurance
8 will operate as primary insurance, and (3) that no other insurance maintained by the city or the
9 other named insureds under the contract agent's policy shall be called upon to cover a loss
10 covered thereunder unless and until such time as the applicable insurance purchased by the
11 contract agent is exhausted by reason of payment of claims. If the coverage limits set forth in
12 this subsection are not reasonably obtainable through the insurance markets, the city manager
13 shall meet and discuss with the contract agent the contract agent's inability to obtain such
14 coverage, and shall temporarily adjust the coverage requirements set forth in this paragraph to
15 conform to industry standards taking into consideration contract agent's demonstration that it
16 is responsibly conducting its business and that coverage is not reasonably available at the
17 coverage limits. In no case, however, will the insurance limits required above be any less than
18 one million dollars per occurrence during the aforementioned period of such temporary
19 adjustment.

20 C. Certificates of Insurance. The exclusive contract agent for solid waste collection,
21 transportation and disposal shall file with the city manager, within fifteen days of the
22 execution of this agreement, certificates of insurance which shall provide that the insurance
23 issuer shall endeavor to provide thirty days written notice to the city manager prior to the
24 effective date of any cancellation, major change in coverage, expiration or nonrenewal of the
25 contract agent's policies obtained for purposes of satisfying this requirement. In the event of
26 such cancellation, major change in coverage, expiration or nonrenewal of the subject policies,
27 the contract agent shall file with the city manager within forty-five days of such action, a new
28 certificate of insurance which complies with the requirements of this section. Except as
provided in the agreement between the city and the contract agent, failure to do so shall
constitute grounds for termination of any existing solid waste collection, transportation and
disposal franchise agreement with the contract agent.

20 **~~8.08.150-236~~ Audit of contract agent's books.**

21 The books and businesses of the contractor shall be subject to audit and checking at any
22 reasonable time by the city.

23 **~~8.08.160-240~~ Rates for residential solid waste collection, transportation and disposal.**

24 Any person from whom solid waste is collected or required to be collected under the
25 provisions of this chapter shall pay the contract agent, or other person designated by the city
26 council to receive the same, for such service at rates provided for by the city council. Those
27 rates shall remain in force until amended or modified by resolution of the city council.

26 **~~8.08.170-244~~ Billing charges to become lien.**

27 All billing for waste collection shall be made by the contract agent. All charges shall become
28 delinquent ~~ninety~~ 90 days after the billing date. If the bill remains unpaid after the billing due
date, the contract agent shall be entitled to a late charge as approved by resolution by the city

1 council. Contract agent shall provide notice of the late charge on the subsequent bill. Any
2 delinquent accounts may be subject to the lien process. If a bill becomes delinquent, contract
3 agent may send a notice of delinquency to the owner. The form and content of the
4 delinquency notice sent by the contract agent shall be approved by the city. The contract agent
5 shall simultaneously file with the city a formal written notice stating that such delinquency
6 notice has been sent to such recipient and owner and the date upon which notice was sent.
7 Should the bill remain unpaid at the expiration of the fifteen days following the delinquency
8 notification, the contract agent may assign such bill to the city for lien proceedings. Once the
9 bill is assigned to the city for lien proceedings, as part of the lien proceedings an
10 administrative fee shall also be assessed. Upon the city's receipt of the assignment from the
11 contract agent and at the convenience of the city, (but at least once every six calendar
12 months), the city may initiate proceedings complying with Government Code Sections
13 38790.1 and 25831 to create a lien on the real property to which the waste collection has been
14 rendered. The lien will be officially recorded in the county recorder's office. The lien may
15 carry such additional administrative charges as set forth by city council resolution. The owner
16 shall be notified by the city that the late charges and administrative charges are due the city
17 and that such lien has been recorded.

11 **8.08.180-248 Fees—Commercial, industrial, and institutional.**

12 Each commercial, industrial, or institutional establishment, including, without limitation, each
13 hotel, restaurant, store, factory, plant, office complex, multi-family housing complex and
14 trailer park, shall pay a flat monthly charge to be based on the average amount of solid waste
15 generated by such establishment as per agreement between the contractor and each individual
16 establishment, those rates to be in line with rates charged for comparable service in similar
17 cities within the county and to be subject to review by the city council.

16 **8.08.190-252 Solid waste department.**

17 The power is vested in the city council to create at any time by resolution a solid waste
18 department of the city, and to collect, transport and dispose of all solid waste as a sanitary
19 measure and as a benefit to the public health.

19 **Article III. Prohibited conduct.**

20 **8.08.3200 ~~Offensive matter~~ Waste collection and transport.**

21 ~~Except as may otherwise be provided in this chapter, it~~ is unlawful for any person, ~~firm or~~
22 ~~corporation~~ other than the city, or such solid waste contract agent as may be designated by the
23 city under contract and its agents, to collect or transport through the streets, alleys, or public
24 thoroughfares of the city, any solid waste (including, without limitation, recyclable solid
25 waste), ~~hazardous waste~~, or other matter offensive to the sight or smell, or to collect,
26 transport, or dispose of the same.

25 **8.08.210-304 ~~Unlawful deposit of solid waste~~ Illegal dumping.**

26 ~~A. It is unlawful for any person to throw or deposit, or cause to be thrown or deposited,~~
27 ~~any solid waste, as the term is defined in this chapter (except brick, brickbats, cement, plaster,~~
28 ~~stones and gravel, and these only temporarily under a building permit), in or upon any vacant~~
~~lot, or in any backyard, or in or upon any street, alley, gutter, highway, park or other public~~
~~place, or to deposit, place or keep any solid waste except in the manner prescribed in Sections~~
~~8.08.020 through 8.08.060. throw, drop, place, or deposit bulky items, hazardous waste, or~~

1 solid waste in a public place or on private property not designated for dumping or disposal
2 purposes.

3 B. Illegal dumping does not include the discarding, dropping, or scattering of small
4 quantities of waste matter ordinarily carried on or about the person, commonly referred to as
5 littering, including, but not limited to, beverage containers, packaging, wrappers, wastepaper,
6 newspapers, and magazines, and including minimal waste matter that escapes or is allowed to
7 escape from a receptacle or vehicle used for the lawful disposal or transport of solid waste.

8 **8.08.020-308 Unlawful accumulation.**

9 No person who owns or controls real property in the city shall deposit, keep, accumulate or
10 permit, cause, or suffer any solid waste to be deposited, kept, or accumulated upon that parcel
11 of land, unless same is kept, deposited, or allowed to accumulate as provided in this chapter.

12 **8.08.030-312 Solid Waste Outside of Receptacles.**

13 It is unlawful for any person, firm or corporation to keep, accumulate, or permit to be
14 accumulated any solid waste upon any private property or public place, unless the same is in
15 an approved receptacle as provided in this chapter, and in the rules and regulations as may be
16 authorized by the franchise agreement and attached thereto as an exhibit.

17 **8.08.220-316 Burning.**

18 It is unlawful to burn, or cause to be burned, solid waste in the city.

19 **8.08.230-320 Burying.**

20 It is unlawful for any person or persons to bury solid waste at any place within the city.

21 **8.08.240-324 Interference.**

22 It is unlawful for any person in any manner to interfere with the collection, transportation or
23 disposal of solid waste (including, without limitation, recyclable solid waste) by any person,
24 firm or corporation authorized by license or contract to collect, transport and dispose of the
25 same.

26 **8.08.328 Emergency removal.**

27 Nothing in this chapter shall be deemed to prohibit the collection, transportation, and disposal
28 by an unlicensed person of materials considered by the health officer or police department to
constitute a public health menace of such a nature that it is necessary to be ordered promptly
removed.

Article IV Vehicle Forfeiture

8.12.400 Abatement of nuisance vehicle by seizure and forfeiture.

A. Any vehicle used to illegally dump any bulky item, any hazardous waste, or solid
waste in violation of this code or other applicable state law is declared a nuisance.

B. Any vehicle used to transport any bulky item, any hazardous waste, or solid waste for
the purpose of illegal dumping is a nuisance and the vehicle shall be enjoined and abated as
provided in this article.

C. All such nuisance vehicles shall be abated through seizure and impoundment
procedures as provided in this chapter, subject to the exceptions set forth at Section 8.12.420.

1 D. A nuisance vehicle shall be seized and impounded for 30 days each time such vehicle
2 is determined to be a nuisance under this article.

3 E. A criminal conviction shall not be required as a prerequisite to any proceeding brought
4 pursuant to this article.

5 F. Physical seizure of a nuisance vehicle subject to this article shall not be required as a
6 prerequisite to institution of impoundment proceedings.

7 G. Any person who owns, leases, conducts, has control of, or maintains any vehicle used
8 for any of the purposes or acts set forth in this article is responsible for creating a public
9 nuisance.

10 **8.12.404 Seizure of vehicle.**

11 A. An enforcement officer may seize a vehicle subject to forfeiture under this article upon
12 the issuance of an order by a court having jurisdiction of the vehicle. Seizure without court
13 order may be made in any of the following circumstances:

14 1. The seizure is incident to an arrest or search under a search warrant;

15 2. There is probable cause to believe the vehicle was used in violation of this chapter.

16 B. An enforcement officer seizing a vehicle under this article shall complete a receipt in
17 accordance with Penal Code Section 1412 and deliver it to the person from whose possession
18 the vehicle was seized.

19 C. An immediate investigation shall be made by the City as to any potential claimant to a
20 seized vehicle whose right, title, interest, or lien is of record in this or any other state or
21 appropriate federal agency. Within 2 business days of the vehicle's seizure, the City shall
22 send a notice of seizure to all potential claimants whose right, title, interest or lien did not
23 arise subsequent to the date and time of seizure of the vehicle, if that person or entity was not
24 previously given a notice of seizure.

25 D. The notice of seizure shall include the following:

26 1. The name, address and telephone number of the agency providing the notice;

27 2. Identifying information for the vehicle seized and the authority and reason for the
28 seizure;

3. A statement that in order to receive their post-seizure hearing, the potential claimant
shall request the hearing in person, in writing, or by telephone within ten calendar days of the
date of the notice; and

4. The time in which a claim of interest in the vehicle seized or subject to forfeiture is
required to be filed.

E. The City shall provide any potential claimants discovered as a result of the
investigation set out in subsection C of this section with the opportunity for a post-seizure
hearing to determine the validity of the seizure. The post-seizure hearing shall be conducted
within two business days of the request for the hearing. The City may authorize its own
officer or employee to conduct the hearing provided the hearing officer is not the same person
who directed or participated in the seizure of the vehicle. Failure of the potential claimant to

1 request or attend a scheduled hearing within the appropriate time frame shall satisfy the post-
2 seizure requirement.

3 F. A vehicle seized pursuant to this section may be held as evidence in any proceeding
4 brought by the city attorney.

5 **8.12.408 Forfeiture and notice of intended forfeiture of vehicle.**

6 A. Within 30 days of receipt of the notice of seizure required in Section 8.12.404, the city
7 attorney may pursue the forfeiture of vehicles seized under this article, as provided in this
8 section. If the city attorney does not commence forfeiture procedures under this section within
9 that 30 day period, title shall revert to the owner and the seized vehicle shall be returned to the
10 owner.

11 B. If the city attorney determines that forfeiture of the seized vehicle is warranted, the
12 city attorney shall serve a notice of intended forfeiture upon any person who has an interest in
13 the seized vehicle. The notice shall be served as soon as practicable, but in any event within
14 30 calendar days of the seizure of the vehicle subject to forfeiture.

15 C. The notice of intended forfeiture shall be served as follows:

16 1. By personal delivery or certified mail, return receipt requested, upon any person who
17 has an interest in the seized vehicle as determined pursuant to Section 8.12.404(C).

18 2. In the event that the person entitled to service refuses to accept certified return receipt
19 mail or cannot be personally served, service may be made by substituted service. Substituted
20 service may be accomplished by any one of the following methods:

21 a. By leaving a copy during usual business hours at the recipient's business with the
22 person who is apparently in charge, and by thereafter mailing by first class mail a copy to the
23 recipient where the copy was left; or

24 b. By leaving a copy at the recipient's dwelling or usual place of abode, in the presence
25 of a competent member of the household and thereafter mailing by first class mail a copy to
26 the recipient at the address where the copy was left.

27 3. If the person entitled to service lives out of state and will not accept certified return
28 receipt mail, then service may be made by first class mail.

4. If the person entitled to notice cannot be located, or service cannot be effected as set
forth in this subsection, service may be made by publication in a Los Angeles newspaper of
general circulation. Service shall be deemed sufficient when it is accomplished pursuant to
Government Code Section 6063.

8.12.412 Claim Opposing Forfeiture and Court Proceedings.

A. A person claiming an interest in the seized vehicle must within 10 calendar days from
the date of the notice of intended forfeiture or within 30 calendar days from the date of first
publication of the notice of intended forfeiture, file with the Superior Court of the County of
Solano a Claim Opposing Forfeiture, verified in accordance with Section 446 of the Code of
Civil Procedure, stating their interest in the vehicle. An endorsed copy of the claim shall be
served upon the City Clerk within 10 calendar days of the filing of the claim.

1 B. If a verified claim is filed in accordance with this section, the forfeiture proceeding
2 shall be set for hearing within 30 calendar days from the date the claim is filed with the court,
3 or as soon as the court may schedule such hearing. The city attorney shall file a petition for
4 forfeiture with the court within 10 calendar days of service of the claim upon the city attorney.
5 A copy of the petition shall be served upon the claimant.

6 C. The hearing shall be before the Superior Court of Solano County, to be heard by a
7 Superior Court judge. The provisions of the Code of Civil Procedure shall apply to
8 proceedings under this article unless otherwise inconsistent therewith. However, in
9 proceedings under this article, there shall be no joinder of actions, coordination of actions,
10 except for forfeiture proceedings, or cross- complaints, and the issues shall be limited strictly
11 to the questions related to this article.

12 D. With respect to vehicles described in subsection B for which forfeiture is sought and
13 as to which forfeiture is contested, the city attorney shall have the burden of proving by a
14 preponderance of the evidence that the vehicle was used as set forth in Section 8.12.404.

15 E. Upon proof that the vehicle was used for any of the purposes set forth in Section
16 8.12.404, the court shall declare the vehicle a nuisance and order that the vehicle be forfeited,
17 sold, and the proceeds distributed as set forth in Section 8.12.416. The court may make a
18 different distribution of the proceeds if the court finds that the claimant did not know that the
19 vehicle was used for a purpose that constitutes a violation of this chapter.

20 F. If no claims are timely filed, the city attorney shall prepare a written declaration of
21 forfeiture of the vehicle to the City. A written declaration of forfeiture signed by the city
22 attorney under this article shall be deemed to provide good and sufficient title to the forfeited
23 vehicle. The proceeds from the disposal of the vehicle declared forfeited by the city attorney
24 shall be distributed in accordance with Section 8.12.416. The city attorney ordering forfeiture
25 pursuant to this article shall provide a copy of the declaration of forfeiture to any person who
26 received notice of the forfeiture proceedings.

27 **8.12.416 Disposal of vehicle and distribution of proceeds.**

28 In all cases where vehicles seized pursuant to this section are forfeited to the City, the vehicles
shall be sold, or if cash is paid as settlement in lieu of forfeiture of the vehicle, the proceeds of
sale or settlement shall be distributed and used in decreasing order of priority as follows:

A. To pay costs associated with the towing, storage, and release of any vehicle seized
under this section;

B. To pay costs associated with the sale of the vehicle;

C. For the vehicle forfeited to pay a lien holder of record, if any, up to the amount of his,
her, or its unsatisfied lien on the vehicle;

D. The remaining funds shall be distributed to the City in an amount equal to all
expenditures, other than costs provided for in subsections A, B and C of this section, made or
incurred in connection with enforcement of this article, including but not limited to, costs for
equipment, investigation and supplies related to enforcement of this article, and attorneys'
fees.

E. For budgeting purposes, funds attributable to this ordinance shall not be considered
anticipated general fund revenue.

1 **8.12.420 Exceptions to impoundment/seizure of nuisance vehicles.**

2 Notwithstanding the provisions of this article, the City shall return a seized vehicle, and that
3 vehicle shall not be subject to impoundment, upon the determination of any of the following
4 circumstances:

5 A. The vehicle was actually stolen, provided that:

6 1. The theft was reported to a law enforcement agency prior to the vehicle's use in
7 violation of this article;

8 2. The identity of the registered owner can be reasonably ascertained; and

9 3. The registered owner redeems the vehicle within 60 days of the seizure.

10 B. The vehicle is owned by the employer of the person who used it in violation of this
11 article, provided that all of the following apply:

12 1. The use was made without the employer's knowledge and consent;

13 2. The use did not provide a direct benefit to the employer's business; and

14 3. The use did not further or advance the employer's business interests in any way, and
15 the use was of such nature that had the employer known, the use would have resulted in
16 termination or substantial discipline.

17 **8.12.424 Recovery of monetary loss.**

18 Nothing in this section shall preclude an owner of a vehicle who suffers a monetary loss from
19 the forfeiture of a vehicle under this section from recovering the amount of the actual
20 monetary loss from the person who committed the act giving rise to forfeiture under this
21 section.

22 **8.12.428 Discretion of the city attorney.**

23 From the time the city attorney receives the notice of seizure referred to in Section 8.12.404 to
24 the final decision in forfeiture proceedings, the city attorney has discretion to resolve all
25 proceedings under this article on such terms as may be, in the judgment of the city attorney, in
26 the best interests of the City.

27 **Article V Remedies**

28 **8.08.500 Each day a new violation; strict liability; remedies not exclusive.**

A. Each day a violation of any provision of this chapter continues is considered a new
violation, and may be punished as such.

B. Violations of any of the provisions of this chapter constitute strict liability offenses.

C. The city may enforce the provisions of this chapter through all means available to it at
law and equity, and remedies may be used in combination and shall not be exclusive of each
other.

8.08.504 Violations declared a public nuisance.

Any violation of this chapter is hereby declared a public nuisance, which may be abated in
accordance with the provisions of this chapter, Chapter 8.12, or applicable state law, including
recoupment of enforcement and abatement costs, and attorneys' fees related thereto.

1 **8.08.508 Additional penalties and remedies.**

2 A. Any violation of this chapter may be punished pursuant to Chapters 1.08 and 1.20.

3 B. In the event of a conviction of a violation of this chapter and under appropriate
4 circumstances, the court may order the defendant to pay restitution to any person who has
5 incurred out-of-pocket expenses as a result of clean-up following illegal dumping, in addition
6 to any other penalties.

7 C. Illegal dumping may be charged as a violation of Section 374.3 of the Penal Code.

8 D. The City may order the owner of a property subject to repeated illegal dumping to
9 fence the property, following notice and order and an opportunity to be heard.

10 **SECTION 3. EFFECT OF AMENDMENTS.** Except as otherwise specifically provided in
11 this Ordinance, all other provisions of Title 8 of the City of Suisun Municipal Code remain
12 the same.

13 **SECTION 4. ADOPTION AND EFFECTIVE DATE.** This Ordinance shall be in full
14 force and effect thirty (30) days after its second reading and adoption.

15 **SECTION 5. CERTIFICATION.** The City Clerk shall certify the adoption of this
16 ordinance, and shall cause the same to be posted and codified in the manner required by law. .

17 **PASSED, APPROVED, AND ADOPTED** at a regular meeting of the City Council
18 of the City of Suisun City, California, on this _____ day of _____ 2023.

19 _____
20 Alma Hernandez, Mayor

21 ATTEST:

22 _____
23 Anita Skinner
24 City Clerk

25 APPROVED AS TO FORM
26 AND LEGAL CONTENT:

27 _____
28 Aleshire & Wynder, LLP

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CERTIFICATION

I, Anita Skinner, City Clerk of the City of Suisun City and ex-officio Clerk of the City Council of said City, do hereby certify that the above and foregoing ordinance was introduced at a regular meeting of the said City Council held on _____, 2023 and passed and adopted at a regular meeting of said City Council held on _____, 2023, by the following vote:

AYES: Councilmembers: _____
NOES: Councilmembers: _____
ABSENT: Councilmembers: _____
ABSTAIN: Councilmembers: _____

WITNESS my hand and the seal of said City this _____ day of _____
_____2023.

Anita Skinner
City Clerk

1 **Article I. General Matters.**

2 **8.08.100 Definitions.**

3 Except as expressly provided in this section, the definitions contained in Title 14, Division 7,
4 Chapter 3, Article 4 of the California Administrative Code shall govern the interpretation of
5 this chapter. The following words are defined to clarify this chapter:

6 “Agricultural solid wastes” means wastes resulting from the production and processing of
7 farm or agricultural products, including manures, prunings, and crop residues wherever
8 produced.

9 “Bulky item” means, but is not limited to, discarded furniture, vehicle parts, appliances,
10 construction materials.

11 “City Manager” means the City Manager of the City of Suisun City, and includes their
12 designee.

13 “Construction and demolition wastes” means solid waste composed of building materials,
14 packaging and rubble resulting from the construction, remodeling, repair or demolition of
15 pavements, houses, commercial, industrial or agricultural buildings, and other structures,
16 which are not incident to active, permitted construction.

17 “Contract agent” means and includes an agent or employee of the city or any person, firm,
18 corporation or association, or the agents or employees thereof, with whom the city has
19 contracted under the terms set out in this chapter to collect, transport and dispose of solid
20 waste produced within the geographic boundaries of the city.

21 “Director” means the City of Suisun City’s Director of Public Works, and shall include their
22 designee.

23 “Improved property” shall mean real property in the City of Suisun City that has been
24 improved with structures or facilities of any kind. “Improved property” shall not include
25 public property or the public right-of-way.

26 “Garbage” means and includes all putrescible solid and semi-solid waste, including, without
27 limitation, all kitchen and table food waste, and animal or vegetable waste that attends or
28 results from the storage, preparation, cooking or handling of foodstuffs.

“Hazardous waste” shall have the same meaning as state and federal law, specifically:
Chapter 6.5 (Hazardous Waste Control Law) of the California Health & Safety Code, and the
regulations in Division 4.5 of Title 22 of the California Code of Regulations; and the Federal
hazardous waste regulations adopted by U.S. EPA as found in Title 40, Code of Federal
Regulations, Parts 260- 279, adopted pursuant to Chapter 42, United States Code (Resource
Conservation and Recovery Act, also known as RCRA).

California laws are outlined in the statute: California Health & Safety Code, (HSC), Division
20, Chapter 6.5 (Hazardous Waste Control Law). Regulations adopted from the HSC are
found in the California Code of Regulations (CCR), division 4.5, title 22. California the
individual generating the waste must determine if the waste generated meets the criteria of
hazardous waste as defined in 22 CCR section 66261.3.

“Person” means an individual, group, or entity of any kind, whether for profit or nonprofit.

1 “Public place” means any property owned or controlled by a public agency, including but not
2 limited to streets, alleys, gutters, highways, parks, sidewalks and parkways, marinas, parking
lots or structures, and improved or unimproved real property.

3 “Refuse” means both garbage and rubbish.

4 “Rubbish” means and includes all nonputrescible solid and semi-solid wastes, including,
5 without limitation, ashes, paper, cardboard, tin cans, other packaging, yard wastes, wood,
glass, bedding, crockery, plastics, rubber by-products and litter.

6 “Recyclable materials” means any materials as so defined in Chapter 8.10.010J of the Suisun
Municipal Code.

7 “Recycling” means the process defined in Chapter 8.10.010(K) of the Suisun Municipal Code.

8 “Refuse receptacle” means any bin or container for the collection of solid waste and
9 recyclables.

10 “Solid waste” or “solid wastes” means and includes all putrescible and nonputrescible solid
11 and semi-solid wastes, including, without limitation, garbage, trash, refuse, paper, offal,
12 rubbish, ashes, industrial wastes, construction and demolition waste, recyclable materials
discarded by their owners, abandoned vehicles and parts thereof, discarded home and
13 industrial appliances, manure, vegetable or animal solid and semi-solid wastes, and other
discarded solid and semi-solid wastes, and also includes liquid wastes disposed of in
14 conjunction with solid wastes at solid waste transfer processing stations or disposal sites, but
excludes sewage collected and treated in a municipal or regional sewerage system.

15 “Vehicle” means any transportation device that requires the driver to have a valid driver’s
16 license for the appropriate class of vehicle being driven, and which transportation device is
equipped with a motor. “Vehicle” shall include boats, irrespective of whether the type of boat
requires a driver’s license.

17 “Yard waste” means and includes solid wastes generated from the maintenance of yards,
18 lawns and gardens, such as grass clippings, leaves, and tree and brush trimmings and
prunings.

19 **8.08.104 Enforcement of chapter.**

20 The director shall supervise all matters in connection with solid waste collection,
21 transportation, and disposal that concern the public health. All officers with the authority to
22 enforce the codes of the city shall enforce the provisions of this chapter according to state and
23 local law, including but not limited to peace officers, code enforcement officers, and the City
Manager.

24 **8.08.108 Applicability.**

25 The provisions of this chapter shall apply, jointly and severally to any person who owns or
26 controls real property, as well as persons, including their agents, who illegally dispose of solid
waste, and to persons who own, control, or operate vehicles that are used to illegally dispose
of solid waste.

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1 **8.08.112 Evidence of ownership**

2 The City may determine ownership of illegally dumped waste in any lawful manner available
3 to it, including but not limited to, mail, receipts, photographs, and security camera footage.
4 Upon a *prima facie* showing that a person's items, solid waste, or personal property have been
5 found in any location where it is unlawful to dispose of such, under circumstances which
6 would lead a reasonable trier of fact to conclude that the items were discarded at that location,
7 shall constitute a presumption that the owner of the waste violated the provisions of this
8 chapter.

9 **8.08.116 Self-disposal by residents.**

10 Nothing contained in this chapter shall be construed to prevent or prohibit any resident in the
11 city from collecting, transporting and disposing of any solid waste created by him or his
12 household, on premises personally occupied by him, provided the same is personally
13 collected, transported and disposed of by him or her in accordance with the rules and
14 regulations prescribed in this chapter and other applicable law.

15 **Article II. Solid waste collection and disposal.**

16 **8.08.200 Solid waste receptacle enclosures.**

17 A. All improved properties within the City shall provide permanent solid waste receptacle
18 enclosure facilities. The enclosure shall be 6 feet in height; constructed of solid reinforced
19 masonry, poured-in-place concrete, or other material of similar strength; enclosed on all sides;
20 and with a solid gate 6 feet in height providing access to the trash area. If the enclosure is not
21 within a gated building or community, it must also have a roof. Enclosure must have no gap
22 between top of walls and roof, locks on doors, and include interior and exterior lighting. Solid
23 waste contained within the enclosure shall not exceed the height of the enclosure. All
24 enclosures shall be adequately maintained so that access doors function and the walls do not
25 fall into disrepair. Permanent enclosures shall be provided for existing residential,
26 commercial, and industrial developments when application is made for expansion of floor
27 area by 25%, but in any event all improved property shall comply with this requirement
28 within 12 months of the effective date of this ordinance. All construction shall be in
accordance with applicable city standards.

B. Any property that cannot come into compliance with this requirement due to physical
constraints of the property must make application to the Director of Community Development
for a minor variation. The provisions of this section will be waived or modified only to the
extent necessary to achieve this section's purposes in light of the restrictions at the property.

8.08.204 Solid waste collection service required.

It shall be the duty of every owner of every improved premise in the City, whether residential,
commercial, industrial or institutional, to subscribe to and pay for solid waste collection
service from the authorized contract agent. An owner may authorize a tenant to act in their
behalf to subscribe and pay for service, but such action shall not relieve an owner from their
liability hereunder; and, unless notice to the contrary is given the contractor, any additional
services contracted for by a tenant so authorized to act shall be chargeable to the owner.

Residents of the city shall be allowed to place solid waste and yard waste containers in front
of their property against the curb for collection on the same day they receive solid waste

1 collection service, provided that this is done in strict accordance with this chapter and Chapter
2 8.10, as applicable, and any rules and regulations established by the city administrator. The
solid waste shall be placed in company-provided containers.

3 **8.08.208 Minimum solid waste receptacle capacity.**

4 Required minimum trash receptacle capacity shall be as follows:

5 A. Multiple-family unit, housing, 60 gallons per unit. Excluded from this definition of
6 “multiple-family units” (three or more) are specialized housing types, such as congregate care
and communal living facilities, senior apartments and other similar group housing
arrangements.

7 B. Every property owner shall have available and utilize receptacles of an adequate size
8 and in sufficient numbers to contain without overflowing, all the solid wastes generated
9 within the designated removal period. This shall be done by subscribing to solid waste
collection service available from the city’s solid waste collection contract agent.

10 **8.08.212 Conveyance along streets.**

11 No solid waste shall be transported on any of the streets, alleyways or public thoroughfares of
12 the city unless the same is transported in conveyances so constructed as to be absolutely
13 dustproof, and so arranged as not to permit dust or other matter to sift through or fall upon the
streets. The contents of such conveyances must be further protected with appropriate covers
so as to prevent the same from being blown upon the streets and adjacent lands.

14 **8.08.216 Trucks.**

15 Every truck used in the collection, transportation or disposal of solid waste shall be kept well
16 painted and clean, both inside and out.

17 **8.08.220 Exclusive rights of contractor.**

18 At such time as there is in force a contract entered into by the city with any person, firm or
19 corporation for the collection, transport and disposal of solid waste in the city, it is unlawful
20 for any person other than that contract agent and its agents to collect, transport or dispose of
any solid waste within the city. Persons other than that contractor and its agents may lawfully
collect, transport or dispose of solid waste only where one of the following conditions apply:

21 A. The solid waste consists only of construction or demolition waste hauled or removed
22 only by the landowner or occupant, an uncompensated third party acting at the request of the
23 landowner or occupant, or a contractor retained by or for the benefit of the landowner or
24 occupant to perform (and actually performing) the construction or demolition services on the
property which generate the construction or demolition waste at issue. This exception to the
rights of the exclusive solid waste handling contractor shall not apply to any situation in
25 which a third party is hired, through a subcontract or otherwise, to collect, transport or dispose
of the solid waste or any portion thereof.

26 B. The solid waste is limited to abandoned vehicles and parts thereof, discarded home
27 and industrial appliances and furniture, or agricultural solid wastes as defined in Section
8.08.100.

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1 C. The solid waste consists of septic tank pumpings, hazardous wastes or medical wastes
2 which are being collected, transported and disposed of by properly permitted, certified and
inspected haulers and vehicles as required by federal, state and local laws and regulations.

3 D. The solid waste consists only of garbage collected and transported solely for the
4 purpose of feeding animals in accordance with this division and applicable state laws and
regulations and the hauler has obtained a garbage feeding permit.

5 E. The solid waste consists solely of solid waste collected, and transported from a public
6 road right-of-way by a public agency or a construction or demolition contractor retained by
the public agency.

7 F. The solid waste being collected, transported and disposed of consists solely of
8 recyclable material taken from residential construction or demolition waste which recyclable
9 material is being hauled or removed by a third party (acting at the request of the landowner or
10 occupant). Such third party shall have in force a current recycling permit issued by the city
11 requiring that all such materials collected by the permit-holder within the geographic
12 boundaries of the city consist of recyclable material and that all such material be recycled.
13 Only such haulers and removers of recyclable materials as are duly permitted by the city to
14 engage in such activity may do so pursuant to this exception. Prior to granting any such
15 permit, the city shall require evidence of adequate liability insurance covering the hauler or
16 remover's operations, and evidence that the hauler or remover has paid in full all required city
17 taxes and business license fees applicable to its operations. The hauler or remover must
18 actually recycle all material hauled or removed and the hauler or remover shall comply with
19 all other requirements and conditions of the permit established by the city.

20 **8.08.224 Contract—Authorized.**

21 For the collection, transportation and disposal of solid waste, a contract may be entered into
22 by the city in accordance with and subject to the terms and conditions of this chapter.

23 **8.08.228 Contract—Bond—Scope.**

24 The contract provided for in Section 8.08.224 shall provide that the contractor shall collect
25 and dispose of the solid waste in the city in the manner provided for in this chapter. The
26 contractor shall be required to furnish a cash or surety bond to the city in the penal sum of one
27 hundred thousand dollars conditioned upon the faithful performance of the contract and
28 provisions of this chapter. Such contractor shall have the sole and exclusive right, except as
otherwise expressly provided in this chapter, to collect, transport and dispose of all solid
waste in the city, including, without limitation, all recyclable solid waste.

8.08.232 Contract—Insurance.

A. Worker's Compensation. Any exclusive contract agent for solid waste collection,
transportation and disposal shall fully comply with applicable California law concerning
worker's compensation. Such compliance shall include, but not be limited to, maintaining in
full force and effect one or more policies of insurance insuring against any liability such
exclusive contract agent may have for worker's compensation.

B. General Liability Insurance. Any exclusive contract agent for solid waste collection,
transportation and disposal shall obtain at its sole cost, and keep in full force and effect during
the term of its exclusive solid waste collection, transportation and disposal agreement with the

1 city, broad form property damage, bodily injury, automobile, employers', and comprehensive
2 form liability insurance in the amount of three million dollars per occurrence: provided (1)
3 that the city, its officers, agents, employees and volunteers shall be named as additional
4 insureds under the general liability policy, (2) that the policy shall stipulate that this insurance
5 will operate as primary insurance, and (3) that no other insurance maintained by the city or the
6 other named insureds under the contract agent's policy shall be called upon to cover a loss
7 covered thereunder unless and until such time as the applicable insurance purchased by the
8 contract agent is exhausted by reason of payment of claims. If the coverage limits set forth in
9 this subsection are not reasonably obtainable through the insurance markets, the city manager
10 shall meet and discuss with the contract agent the contract agent's inability to obtain such
11 coverage, and shall temporarily adjust the coverage requirements set forth in this paragraph to
12 conform to industry standards taking into consideration contract agent's demonstration that it
13 is responsibly conducting its business and that coverage is not reasonably available at the
14 coverage limits. In no case, however, will the insurance limits required above be any less than
15 one million dollars per occurrence during the aforementioned period of such temporary
16 adjustment.

11 C. Certificates of Insurance. The exclusive contract agent for solid waste collection,
12 transportation and disposal shall file with the city manager, within fifteen days of the
13 execution of this agreement, certificates of insurance which shall provide that the insurance
14 issuer shall endeavor to provide thirty days written notice to the city manager prior to the
15 effective date of any cancellation, major change in coverage, expiration or nonrenewal of the
16 contract agent's policies obtained for purposes of satisfying this requirement. In the event of
17 such cancellation, major change in coverage, expiration or nonrenewal of the subject policies,
18 the contract agent shall file with the city manager within forty-five days of such action, a new
19 certificate of insurance which complies with the requirements of this section. Except as
20 provided in the agreement between the city and the contract agent, failure to do so shall
21 constitute grounds for termination of any existing solid waste collection, transportation and
22 disposal franchise agreement with the contract agent.

18 **8.08.236 Audit of contract agent's books.**

19 The books and businesses of the contractor shall be subject to audit and checking at any
20 reasonable time by the city.

21 **8.08.240 Rates for residential solid waste collection, transportation and disposal.**

22 Any person from whom solid waste is collected or required to be collected under the
23 provisions of this chapter shall pay the contract agent, or other person designated by the city
24 council to receive the same, for such service at rates provided for by the city council. Those
25 rates shall remain in force until amended or modified by resolution of the city council.

24 **8.08.244 Billing charges to become lien.**

25 All billing for waste collection shall be made by the contract agent. All charges shall become
26 delinquent 90 days after the billing date. If the bill remains unpaid after the billing due date,
27 the contract agent shall be entitled to a late charge as approved by resolution by the city
28 council. Contract agent shall provide notice of the late charge on the subsequent bill. Any
delinquent accounts may be subject to the lien process. If a bill becomes delinquent, contract
agent may send a notice of delinquency to the owner. The form and content of the

1 delinquency notice sent by the contract agent shall be approved by the city. The contract agent
2 shall simultaneously file with the city a formal written notice stating that such delinquency
3 notice has been sent to such recipient and owner and the date upon which notice was sent.
4 Should the bill remain unpaid at the expiration of the fifteen days following the delinquency
5 notification, the contract agent may assign such bill to the city for lien proceedings. Once the
6 bill is assigned to the city for lien proceedings, as part of the lien proceedings an
7 administrative fee shall also be assessed. Upon the city's receipt of the assignment from the
8 contract agent and at the convenience of the city, (but at least once every six calendar
9 months), the city may initiate proceedings complying with Government Code Sections
10 38790.1 and 25831 to create a lien on the real property to which the waste collection has been
11 rendered. The lien will be officially recorded in the county recorder's office. The lien may
12 carry such additional administrative charges as set forth by city council resolution. The owner
13 shall be notified by the city that the late charges and administrative charges are due the city
14 and that such lien has been recorded.

10 **8.08.248 Fees—Commercial, industrial, and institutional.**

11 Each commercial, industrial, or institutional establishment, including, without limitation, each
12 hotel, restaurant, store, factory, plant, office complex, multi-family housing complex and
13 trailer park, shall pay a flat monthly charge to be based on the average amount of solid waste
14 generated by such establishment as per agreement between the contractor and each individual
15 establishment, those rates to be in line with rates charged for comparable service in similar
16 cities within the county and to be subject to review by the city council.

14 **8.08.252 Solid waste department.**

15 The power is vested in the city council to create at any time by resolution a solid waste
16 department of the city, and to collect, transport and dispose of all solid waste as a sanitary
17 measure and as a benefit to the public health.

17 **Article III. Prohibited conduct.**

18 **8.08.300 Waste collection and transport.**

19 Except as may otherwise be provided in this chapter, it is unlawful for any person other than
20 the city, or such solid waste contract agent as may be designated by the city under contract
21 and its agents, to collect or transport through the streets, alleys, or public thoroughfares of the
22 city, any solid waste (including, without limitation, recyclable solid waste), hazardous waste,
23 or other matter offensive to the sight or smell, or to collect, transport, or dispose of the same.

22 **8.08.304 Illegal dumping.**

23 A. It is unlawful for any person to throw, drop, place, or deposit bulky items, hazardous
24 waste, or solid waste in a public place or on private property not designated for dumping or
25 disposal purposes.

25 B. Illegal dumping does not include the discarding, dropping, or scattering of small
26 quantities of waste matter ordinarily carried on or about the person, commonly referred to as
27 littering, including, but not limited to, beverage containers, packaging, wrappers, wastepaper,
28 newspapers, and magazines, and including minimal waste matter that escapes or is allowed to
escape from a receptacle or vehicle used for the lawful disposal or transport of solid waste.

28 **8.08.308 Unlawful accumulation.**

1 No person who owns or controls real property in the city shall deposit, keep, accumulate or
2 permit, cause, or suffer any solid waste to be deposited, kept, or accumulated upon that parcel
of land, unless same is kept, deposited, or allowed to accumulate as provided in this chapter.

3 **8.08.312 Solid Waste Outside of Receptacles.**

4 It is unlawful for any person, firm or corporation to keep, accumulate, or permit to be
5 accumulated any solid waste upon any private property or public place, unless the same is in
an approved receptacle as provided in this chapter, and in the rules and regulations as may be
6 authorized by the franchise agreement and attached thereto as an exhibit.

7 **8.08.316 Burning.**

8 It is unlawful to burn, or cause to be burned, solid waste in the city.

9 **8.08.320 Burying.**

10 It is unlawful for any person or persons to bury solid waste at any place within the city.

11 **8.08.324 Interference.**

12 It is unlawful for any person in any manner to interfere with the collection, transportation or
13 disposal of solid waste (including, without limitation, recyclable solid waste) by any person,
firm or corporation authorized by license or contract to collect, transport and dispose of the
14 same.

15 **8.08.328 Emergency removal.**

16 Nothing in this chapter shall be deemed to prohibit the collection, transportation, and disposal
17 by an unlicensed person of materials considered by the health officer or police department to
constitute a public health menace of such a nature that it is necessary to be ordered promptly
18 removed.

19 **Article IV Vehicle Forfeiture**

20 **8.12.400 Abatement of nuisance vehicle by seizure and forfeiture.**

21 A. Any vehicle used to illegally dump any bulky item, any hazardous waste, or solid
22 waste in violation of this code or other applicable state law is declared a nuisance.

23 B. Any vehicle used to transport any bulky item, any hazardous waste, or solid waste for
24 the purpose of illegal dumping is a nuisance and the vehicle shall be enjoined and abated as
provided in this article.

25 C. All such nuisance vehicles shall be abated through seizure and impoundment
26 procedures as provided in this chapter, subject to the exceptions set forth at Section 8.12.420.

27 D. A nuisance vehicle shall be seized and impounded for 30 days each time such vehicle
is determined to be a nuisance under this article.

28 E. A criminal conviction shall not be required as a prerequisite to any proceeding brought
pursuant to this article.

F. Physical seizure of a nuisance vehicle subject to this article shall not be required as a
prerequisite to institution of impoundment proceedings.

1 G. Any person who owns, leases, conducts, has control of, or maintains any vehicle used
2 for any of the purposes or acts set forth in this article is responsible for creating a public
3 nuisance.

3 **8.12.404 Seizure of vehicle.**

4 A. An enforcement officer may seize a vehicle subject to forfeiture under this article upon
5 the issuance of an order by a court having jurisdiction of the vehicle. Seizure without court
6 order may be made in any of the following circumstances:

- 6 1. The seizure is incident to an arrest or search under a search warrant;
- 7 2. There is probable cause to believe the vehicle was used in violation of this chapter.

8 B. An enforcement officer seizing a vehicle under this article shall complete a receipt in
9 accordance with Penal Code Section 1412 and deliver it to the person from whose possession
10 the vehicle was seized.

11 C. An immediate investigation shall be made by the City as to any potential claimant to a
12 seized vehicle whose right, title, interest, or lien is of record in this or any other state or
13 appropriate federal agency. Within 2 business days of the vehicle's seizure, the City shall
14 send a notice of seizure to all potential claimants whose right, title, interest or lien did not
15 arise subsequent to the date and time of seizure of the vehicle, if that person or entity was not
16 previously given a notice of seizure.

17 D. The notice of seizure shall include the following:

- 18 1. The name, address and telephone number of the agency providing the notice;
- 19 2. Identifying information for the vehicle seized and the authority and reason for the
20 seizure;
- 21 3. A statement that in order to receive their post-seizure hearing, the potential claimant
22 shall request the hearing in person, in writing, or by telephone within ten calendar days of the
23 date of the notice; and
- 24 4. The time in which a claim of interest in the vehicle seized or subject to forfeiture is
25 required to be filed.

26 E. The City shall provide any potential claimants discovered as a result of the
27 investigation set out in subsection C of this section with the opportunity for a post-seizure
28 hearing to determine the validity of the seizure. The post-seizure hearing shall be conducted
within two business days of the request for the hearing. The City may authorize its own
officer or employee to conduct the hearing provided the hearing officer is not the same person
who directed or participated in the seizure of the vehicle. Failure of the potential claimant to
request or attend a scheduled hearing within the appropriate time frame shall satisfy the post-
seizure requirement.

F. A vehicle seized pursuant to this section may be held as evidence in any proceeding
brought by the city attorney.

27 **8.12.408 Forfeiture and notice of intended forfeiture of vehicle.**

28 A. Within 30 days of receipt of the notice of seizure required in Section 8.12.404, the city
attorney may pursue the forfeiture of vehicles seized under this article, as provided in this

1 section. If the city attorney does not commence forfeiture procedures under this section within
2 that 30 day period, title shall revert to the owner and the seized vehicle shall be returned to the
3 owner.

4 B. If the city attorney determines that forfeiture of the seized vehicle is warranted, the
5 city attorney shall serve a notice of intended forfeiture upon any person who has an interest in
6 the seized vehicle. The notice shall be served as soon as practicable, but in any event within
7 30 calendar days of the seizure of the vehicle subject to forfeiture.

8 C. The notice of intended forfeiture shall be served as follows:

9 1. By personal delivery or certified mail, return receipt requested, upon any person who
10 has an interest in the seized vehicle as determined pursuant to Section 8.12.404(C).

11 2. In the event that the person entitled to service refuses to accept certified return receipt
12 mail or cannot be personally served, service may be made by substituted service. Substituted
13 service may be accomplished by any one of the following methods:

14 a. By leaving a copy during usual business hours at the recipient's business with the
15 person who is apparently in charge, and by thereafter mailing by first class mail a copy to the
16 recipient where the copy was left; or

17 b. By leaving a copy at the recipient's dwelling or usual place of abode, in the presence
18 of a competent member of the household and thereafter mailing by first class mail a copy to
19 the recipient at the address where the copy was left.

20 3. If the person entitled to service lives out of state and will not accept certified return
21 receipt mail, then service may be made by first class mail.

22 4. If the person entitled to notice cannot be located, or service cannot be effected as set
23 forth in this subsection, service may be made by publication in a Los Angeles newspaper of
24 general circulation. Service shall be deemed sufficient when it is accomplished pursuant to
25 Government Code Section 6063.

26 **8.12.412 Claim Opposing Forfeiture and Court Proceedings.**

27 A. A person claiming an interest in the seized vehicle must within 10 calendar days from
28 the date of the notice of intended forfeiture or within 30 calendar days from the date of first
publication of the notice of intended forfeiture, file with the Superior Court of the County of
Solano a Claim Opposing Forfeiture, verified in accordance with Section 446 of the Code of
Civil Procedure, stating their interest in the vehicle. An endorsed copy of the claim shall be
served upon the City Clerk within 10 calendar days of the filing of the claim.

B. If a verified claim is filed in accordance with this section, the forfeiture proceeding
shall be set for hearing within 30 calendar days from the date the claim is filed with the court,
or as soon as the court may schedule such hearing. The city attorney shall file a petition for
forfeiture with the court within 10 calendar days of service of the claim upon the city attorney.
A copy of the petition shall be served upon the claimant.

C. The hearing shall be before the Superior Court of Solano County, to be heard by a
Superior Court judge. The provisions of the Code of Civil Procedure shall apply to
proceedings under this article unless otherwise inconsistent therewith. However, in
proceedings under this article, there shall be no joinder of actions, coordination of actions,

1 except for forfeiture proceedings, or cross- complaints, and the issues shall be limited strictly
2 to the questions related to this article.

3 D. With respect to vehicles described in subsection B for which forfeiture is sought and
4 as to which forfeiture is contested, the city attorney shall have the burden of proving by a
5 preponderance of the evidence that the vehicle was used as set forth in Section 8.12.404.

6 E. Upon proof that the vehicle was used for any of the purposes set forth in Section
7 8.12.404, the court shall declare the vehicle a nuisance and order that the vehicle be forfeited,
8 sold, and the proceeds distributed as set forth in Section 8.12.416. The court may make a
9 different distribution of the proceeds if the court finds that the claimant did not know that the
10 vehicle was used for a purpose that constitutes a violation of this chapter.

11 F. If no claims are timely filed, the city attorney shall prepare a written declaration of
12 forfeiture of the vehicle to the City. A written declaration of forfeiture signed by the city
13 attorney under this article shall be deemed to provide good and sufficient title to the forfeited
14 vehicle. The proceeds from the disposal of the vehicle declared forfeited by the city attorney
15 shall be distributed in accordance with Section 8.12.416. The city attorney ordering forfeiture
16 pursuant to this article shall provide a copy of the declaration of forfeiture to any person who
17 received notice of the forfeiture proceedings.

18 **8.12.416 Disposal of vehicle and distribution of proceeds.**

19 In all cases where vehicles seized pursuant to this section are forfeited to the City, the vehicles
20 shall be sold, or if cash is paid as settlement in lieu of forfeiture of the vehicle, the proceeds of
21 sale or settlement shall be distributed and used in decreasing order of priority as follows:

22 A. To pay costs associated with the towing, storage, and release of any vehicle seized
23 under this section;

24 B. To pay costs associated with the sale of the vehicle;

25 C. For the vehicle forfeited to pay a lien holder of record, if any, up to the amount of his,
26 her, or its unsatisfied lien on the vehicle;

27 D. The remaining funds shall be distributed to the City in an amount equal to all
28 expenditures, other than costs provided for in subsections A, B and C of this section, made or
incurred in connection with enforcement of this article, including but not limited to, costs for
equipment, investigation and supplies related to enforcement of this article, and attorneys' fees.

E. For budgeting purposes, funds attributable to this ordinance shall not be considered
anticipated general fund revenue.

8.12.420 Exceptions to impoundment/seizure of nuisance vehicles.

Notwithstanding the provisions of this article, the City shall return a seized vehicle, and that
vehicle shall not be subject to impoundment, upon the determination of any of the following
circumstances:

A. The vehicle was actually stolen, provided that:

1. The theft was reported to a law enforcement agency prior to the vehicle's use in
violation of this article;

- 1 2. The identity of the registered owner can be reasonably ascertained; and
2 3. The registered owner redeems the vehicle within 60 days of the seizure.
3 B. The vehicle is owned by the employer of the person who used it in violation of this
4 article, provided that all of the following apply:

- 4 1. The use was made without the employer's knowledge and consent;
5 2. The use did not provide a direct benefit to the employer's business; and
6 3. The use did not further or advance the employer's business interests in any way, and
7 the use was of such nature that had the employer known, the use would have resulted in
8 termination or substantial discipline.

8 **8.12.424 Recovery of monetary loss.**

9 Nothing in this section shall preclude an owner of a vehicle who suffers a monetary loss from
10 the forfeiture of a vehicle under this section from recovering the amount of the actual
11 monetary loss from the person who committed the act giving rise to forfeiture under this
12 section.

11 **8.12.428 Discretion of the city attorney.**

12 From the time the city attorney receives the notice of seizure referred to in Section 8.12.404 to
13 the final decision in forfeiture proceedings, the city attorney has discretion to resolve all
14 proceedings under this article on such terms as may be, in the judgment of the city attorney, in
15 the best interests of the City.

15 **Article V Remedies**

16 **8.08.500 Each day a new violation; strict liability; remedies not exclusive.**

- 17 A. Each day a violation of any provision of this chapter continues is considered a new
18 violation, and may be punished as such.
19 B. Violations of any of the provisions of this chapter constitute strict liability offenses.
20 C. The city may enforce the provisions of this chapter through all means available to it at
21 law and equity, and remedies may be used in combination and shall not be exclusive of each
22 other.

21 **8.08.504 Violations declared a public nuisance.**

22 Any violation of this chapter is hereby declared a public nuisance, which may be abated in
23 accordance with the provisions of this chapter, Chapter 8.12, or applicable state law, including
24 recoupment of enforcement and abatement costs, and attorneys' fees related thereto.

24 **8.08.508 Additional penalties and remedies.**

- 25 A. Any violation of this chapter may be punished pursuant to Chapters 1.08 and 1.20.
26 B. In the event of a conviction of a violation of this chapter and under appropriate
27 circumstances, the court may order the defendant to pay restitution to any person who has
28 incurred out-of-pocket expenses as a result of clean-up following illegal dumping, in addition
to any other penalties.
C. Illegal dumping may be charged as a violation of Section 374.3 of the Penal Code.

1 D. The City may order the owner of a property subject to repeated illegal dumping to
2 fence the property, following notice and order and an opportunity to be heard.

3 **SECTION 3. EFFECT OF AMENDMENTS.** Except as otherwise specifically provided in
4 this Ordinance, all other provisions of Title 8 of the City of Suisun Municipal Code remain
5 the same.

6 **SECTION 4. ADOPTION AND EFFECTIVE DATE.** This Ordinance shall be in full
7 force and effect thirty (30) days after its second reading and adoption.

8 **SECTION 5. CERTIFICATION.** The City Clerk shall certify the adoption of this
9 ordinance, and shall cause the same to be posted and codified in the manner required by law. .

10 **PASSED, APPROVED, AND ADOPTED** at a regular meeting of the City Council
11 of the City of Suisun City, California, on this _____ day of _____ 2023.

12
13
14 _____
15 Alma Hernandez, Mayor

16 ATTEST:

17
18
19 _____
20 Anita Skinner
21 City Clerk

22 APPROVED AS TO FORM
23 AND LEGAL CONTENT:

24
25
26 _____
27 Aleshire & Wynder, LLP
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CERTIFICATION

I, Anita Skinner, City Clerk of the City of Suisun City and ex-officio Clerk of the City Council of said City, do hereby certify that the above and foregoing ordinance was introduced at a regular meeting of the said City Council held on _____, 2023 and passed and adopted at a regular meeting of said City Council held on _____, 2023, by the following vote:

AYES: Councilmembers: _____
NOES: Councilmembers: _____
ABSENT: Councilmembers: _____
ABSTAIN: Councilmembers: _____

WITNESS my hand and the seal of said City this _____ day of _____
_____2023.

Anita Skinner
City Clerk

CHAPTER 8.08 PROPOSED UPDATES

Elena Q. Gerli, City Attorney
September 19, 2023



1

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Background

- Illegal Dumping and Trash ad hoc committee recommended code updates to better address the illegal dumping; before Council in April.
- Council direction included updating Chapter 8.08 (Solid Wastes)
 - Amend the chapter to also make any violation a public nuisance, subject to the provisions of Chapter 8.12, and enforceable by peace officers and by the City Manager and their designee.
 - Amend the chapter to require that trash receptacles be secured and enclosed.
 - Review the Butte County Illegal Dumping Codes (Section 49-4) and zero tolerance programs/ordinances from other jurisdictions for additional enforcement tools.
 - Increase the amount of civil fines.
 - Review definitions and prohibited conduct to ensure that language provides the City with the maximum enforcement flexibility.



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Increased fines to follow

- The increased fines will be back before the Council at a meeting in the near future, as part of a further set of code amendments to update Chapters 1.08, 1.16, and 1.20.
- The increased fines will apply to more than just Chapter 8.08.



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Reorder and Renumber

- Article I General Matters
- Article II Solid Waste Collection and Disposal
- Article III Prohibited Conduct
- Article IV Vehicle Forfeiture
- Article V Remedies



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Updated definitions

- Newly defined terms include
 - Bulky items
 - Improved property
 - Hazardous waste
 - Person
 - Public place
 - Refuse receptacle
 - Vehicle
- Clear definitions provide guidance to staff and the public, and make the ordinance easier to enforce.



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Prohibited conduct

- Current code prohibits unauthorized waste collection and transport, unlawful accumulation of waste, waste outside of receptacles, burning or burying waste, and interfering with the lawful collection and removal of waste
- Adds illegal dumping:
 - “It is unlawful for any person to throw, drop, place, or deposit bulky items, hazardous waste, or solid waste (except for construction materials being used during construction, and these only temporarily under a building permit) in a public place or on private property not designated for that dumping or disposal purpose.”
 - Does not include littering.



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Trash receptacles

- Receptacles on all improved properties must be kept within enclosures (commercial/industrial/multi-family?)
- Enclosure must be 6 feet in height; constructed of solid reinforced masonry, poured-in-place concrete, or other material of similar strength; enclosed on all sides; and with a solid gate 6 feet in height providing access to the trash area.
- Properties must come into compliance within 12 months



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Remedies

- Violations constitute a public nuisance, and abatement can be pursued under Chapter 8.12 (the updated chapter will be coming to Council shortly).
- Violations may also be punished under Chapters 1.08 and 1.20 of the SCMC.
- Each day a violation of the ordinance continues will be considered a new violation and can be punished as such.
- Violations are strict liability offenses, which means that there is no intent requirement.
- The Ordinance imposes liability, jointly and severally, on persons who illegally dump and on property owners who allow waste to accumulate. Note also that Chapter 8.12 includes provisions that address the condition of property and also cover accumulation of trash and debris.
- Vehicle forfeiture for vehicles used in the commission of illegal dumping.



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Thank you



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AGENDA TRANSMITTAL

MEETING DATE: September 19, 2023

CITY AGENDA ITEM: Council Adoption of Resolution No. 2023-__ : Authorizing the City Manager to Enter into a Construction Contract on the City’s Behalf with Villalobos & Associates for the Rectangular Rapid Flashing Beacons Project.

FISCAL IMPACT: There will be no fiscal impact on the General Fund from awarding the construction contract for the Rectangular Rapid Flashing Beacons Project (Project), Project No. HSIPL-5032(037). This Project is 100% funded by Highway Safety Improvement Program (HSIP) Cycle 10 grant funds (\$249,800). No local match was required; however, additional funds were required to complete the design phase of this Project. The Off-Site Street Improvement Program (OSSIP) fund augmented the design budget by contributing \$52,800 so that this phase could be completed. Total design budget was \$69,000 with \$233,600 budgeted for construction.

STRATEGIC PLAN: Provide Good Governance and Enhance the Environment.

BACKGROUND: On March 26, 2021, the City was awarded a total of \$249,800 in Highway Safety Improvement Program (HSIP) Cycle 10 grant funds for the design and construction of the Rectangular Rapid Flashing Beacons Project (Project).

STAFF REPORT: The construction bid documents for the Project were initially advertised in the Daily Republic newspaper on the following dates: a) June 30, 2023, and b) July 7, 2023. Although City staff had reached out at the start of the advertisement period to general contractors and electrical contractors who have previously submitted bids on similar City project, as well as posted the advertisement/construction documents at various Building Exchanges, no bids were received on the bid opening date of July 24, 2023. According to a number of contractors, they were either busy and/or had forgotten about the bid opening date for the Project.

The construction bid documents were re-advertised in the Daily Republic newspaper on the following dates: a) July 28, 2023, and b) August 4, 2023. Bids were due on August 23, 2023, at 2:00 PM. Six (6) bids were received and read aloud immediately following the submittal deadline. Prior to the bid opening, it was announced to the contractors that the contract award will be based on a construction budget of \$210,000. This dollar amount leaves enough in the construction budget for a 10% contingency. It was also clarified in the construction bid documents and at the bid opening that if the bids received for the base project plus the one additive alternate exceeded the City’s construction budget, only the base project would be awarded if the bid for the base project is within the construction budget.

The bid submitted by Villalobos & Associates represents the lowest bid received and was determined by staff to be a responsive bid. Given that Villalobos & Associates’ bid for the additive alternate plus their bid for the base project exceeds the construction budget, the additive alternate cannot be included in the contract. The six bids received for the Project are as shown in Attachment No. 3, which includes the amounts each vendor submitted for the base project and for the additive alternate.

The Project scope has been developed in coordination with the Traffic Committee and with the Safe Route to School (SR2S) Task Force Committee. The scope includes pedestrian crossing improvements including installation of rectangular rapid flashing beacons (RRFB), bulb-outs, high visibility crosswalks and signage at each of the three (3) locations. Project locations included in the bid package are as follows (See Location Map – Attachment No. 2):

- Location #1 (Base Project) - Golden Eye Way at Shoveller Drive, fronting Suisun Elementary School.
- Location #2 (Base Project) - Harrier Drive, north of Osprey Way, fronting Dan O. Root Elementary School.
- Location #3 (Additive Alternate) - Pintail Drive at Crane Drive, fronting Dan O. Root Elementary School and Goepp Park.

The HSIP Cycle 10 allocation of \$233,600 for construction will be enough to cover the construction contract for this Project without any need for City funds, therefore staff recommends awarding the construction contract in the amount of \$201,846 to Villalobos & Associates for the base project, including a contingency in the amount of the remaining balance of \$31,754 in the construction budget towards in-house inspections, in-house construction management, and addressing unforeseen items.

STAFF RECOMMENDATION: Adopt Resolution No. 2023-___: Authorizing the City Manager to Enter into a Construction Contract on the City’s Behalf with Villalobos & Associates for the Rectangular Rapid Flashing Beacons Project.

DOCUMENTS ATTACHED:

1. Resolution No. 2023-___: Authorizing the City Manager to Enter into a Construction Contract on the City’s Behalf with Villalobos & Associates for the Rectangular Rapid Flashing Beacons Project.
2. Project Location Map.
3. Bid Results Table.
4. Contract Agreement

| | |
|---------------------|--|
| PREPARED BY: | Gemma Geluz, Administrative Assistant II |
| REVIEWED BY: | Nouae Vue, Public Works Director |
| APPROVED BY: | Kris Lofthus, Deputy City Manager |

ATTACHMENTS:

1. [Resolution Authorizing the City Manager to Enter into a Construction Contract for the Rectangular Rapid Flashing Beacons Project.pdf](#)
2. [Project Location Map.pdf](#)
3. [Bid Results Table.pdf](#)
4. [Contract Agreement.pdf](#)

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RESOLUTION NO. 2023-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION
CONTRACT ON THE CITY'S BEHALF WITH VILLALOBOS & ASSOCIATES
FOR THE RECTANGULAR RAPID FLASHING BEACONS PROJECT**

WHEREAS, the City was awarded a total of \$249,800 in Highway Safety Improvement Program (HSIP) Cycle 10 grant funds for the design and construction of the Rectangular Rapid Flashing Beacons Project (Project), \$16,200 for design and \$233,600 for construction; and

WHEREAS, the construction documents for the Project have been completed for pedestrian crossing improvements at three (3) locations fronting two (2) elementary schools; and

WHEREAS, the proposed improvements have been developed in coordination with the Traffic Committee and the Safe Routes to School (SR2S) Task Force Committee and will include rectangular rapid flashing beacons (RRFB), bulb-outs, high visibility crosswalks and signage at each of the three locations; and

WHEREAS, the three Project locations included in the bid package are 1) Golden Eye Way at Shoveller Drive (base project), 2) Harrier Drive, north of Osprey Way (base project), and 3) Pintail Drive at Crane Drive (additive alternate); and

WHEREAS, the construction bid documents for the Project were advertised on July 28, 2023 and August 4, 2023; and

WHEREAS, the City received six (6) bids on August 23, 2023, by 2:00 pm, at which time the bids were opened and read aloud; and

WHEREAS, it was also announced to the contractors at the bid opening that the contract award will be based on a construction budget of \$210,000; and

WHEREAS, the City Public Works Department has reviewed the six (6) received bids, and determined that Villalobos & Associates provided the lowest responsive bid of \$201,846 for the base project; and

WHEREAS, Villalobos & Associates' bid for the additive alternate plus their bid for the base project exceeds the construction budget.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City authorizes the City Manager to enter into a construction contract on behalf of the City with Villalobos & Associates for the Rectangular Rapid Flashing Beacons Project in the amount of \$201,846 for the base project, including a contingency in the amount of the remaining balance of \$31,754 in the construction budget towards in-house inspections, in-house construction management, and addressing unforeseen items, and to take any and all necessary and appropriate actions to implement this contract.

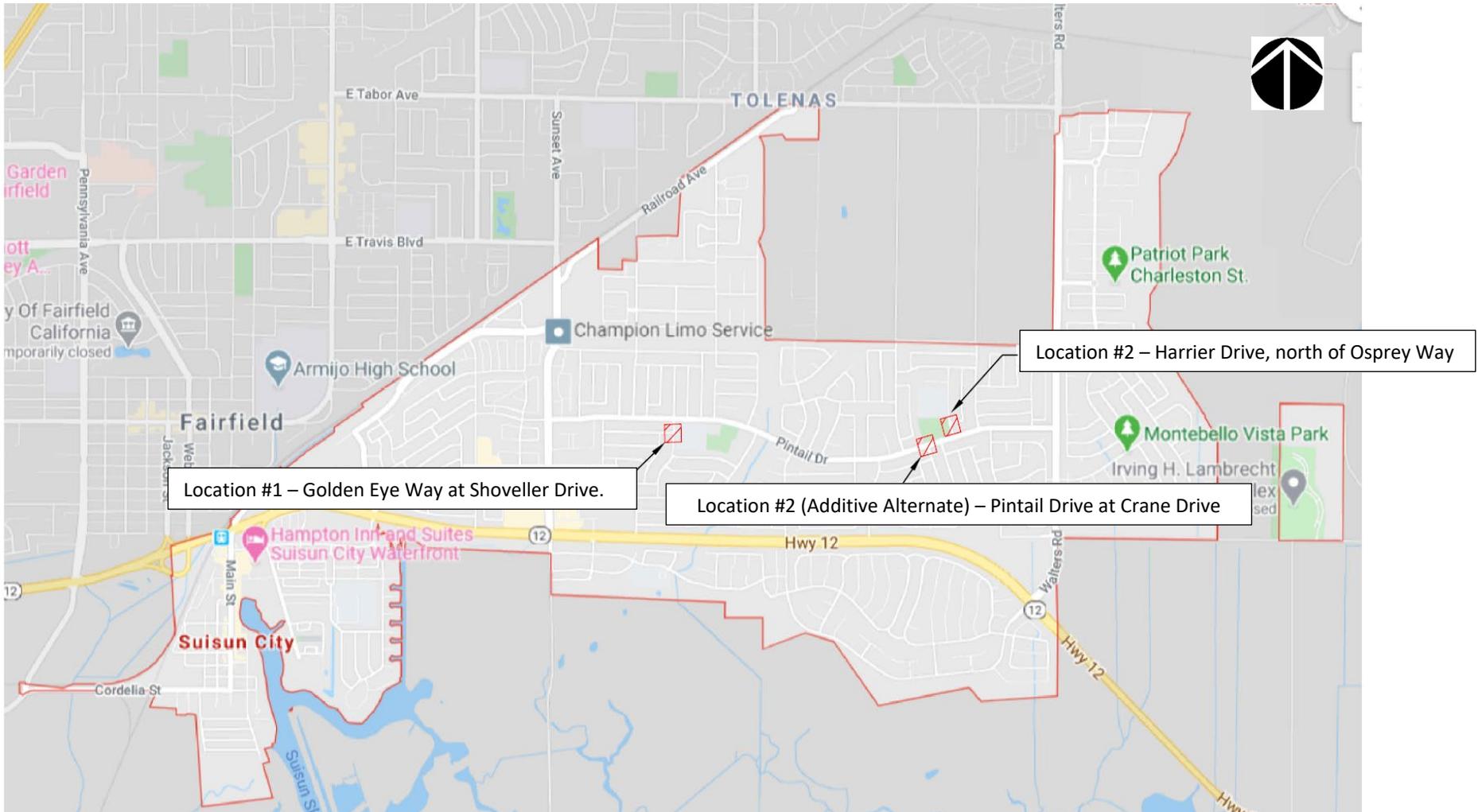
1 **PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of
2 Suisun City duly held on Tuesday, the 19th day of September 2023, by the following vote:

3 **AYES:** Councilmembers: _____
4 **NOES:** Councilmembers: _____
5 **ABSENT:** Councilmembers: _____
6 **ABSTAIN:** Councilmembers: _____

7 **WITNESS** my hand and the seal of said City this 19th day of September 2023.

8 _____
9 Anita Skinner
10 City Clerk

Location Map
Rectangular Rapid Flashing Beacons Project, Project No. HSIPL-5032(037)



Rectangular Rapid Flashing Beacons Project Infrastructure Project
 Bid Results

| Bidder | Base Project | Add. Alt #1 | Grand Total |
|----------------------------|---------------------|--------------------|--------------------|
| <i>Engineer's Estimate</i> | <i>\$210,440</i> | <i>\$104,363</i> | <i>\$314,803</i> |
| Villallobos & Associates | \$201,846 | \$108,848 | \$310,694 |
| Quimu Contracting | \$276,598 | \$163,598 | \$439,845 |
| FBD Vanguard Construction | \$302,028 | \$160,463 | \$462,491 |
| Mercoza Construction | \$330,066.90 | \$154,708.50 | \$484,775.40 |
| St. Francis Electric | \$393,484 | \$204,252.54 | \$484,775.40 |
| Kerex Engineering | Non Responsive | Non Responsive | Non Responsive |

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2023, by and between the City of Suisun City, California, hereinafter called "City", and _____ hereinafter called "Contractor".

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I

For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said City said Contractor agrees with said City to perform, and complete in a workmanlike manner all work required under the City's Drawings and Specifications entitled:

Rectangular Rapid Flashing Beacons Project

in accordance with the Specifications and Drawings therefore, to furnish at his own expense all labor, materials, equipment and services as may be stipulated in said Specifications to be furnished by said City, and to do everything required by this Agreement and the said Specifications.

ARTICLE II

For furnishing all said labor, materials, equipment, tools and services to install rectangular rapid flashing beacons, and doing everything required by this Agreement and the said Specifications; also, for all losses and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the work until its acceptance by said City, and for all risks of every description connected with the work; also, for all expenses resulting from the suspension or discontinuance of work, except as in the said Specifications are expressly stipulated to be borne by said City; and for completing the work in accordance with the requirements of said Drawings and Specifications as directed by the Engineer, said City will pay and said Contractor shall receive, in full compensation therefore, the price(s) named in the Proposal.

ARTICLE III

The City hereby employs said Contractor to perform the work according to the terms of this Agreement for price(s) named in the Proposal, and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the said Specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV

The Notice to Contractors, Special Notice, Special Provisions Book, Bidder's Book including the Proposal, and Information Required of Bidder, along with the Contract Documents and all addenda issued by the City with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF SUISUN CITY, CALIFORNIA

By _____
(City Manager)

_____(SEAL)
(City Clerk)

CONTRACTOR

(Contractor)

By _____
(Signature)

(Title)

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AGENDA TRANSMITTAL

MEETING DATE: September 19, 2023

CITY AGENDA ITEM: Council Adoption of Resolution No. 2023-___: Authorizing the City Manager to Enter into a Construction Contract on the City’s Behalf with GradeTech, Inc. for the Green Stormwater Infrastructure Project.

FISCAL IMPACT: The construction of the Green Stormwater Infrastructure Project (Project) would have no fiscal impact on the General Fund. Caltrans has allocated \$893,270 to fully fund the design and construction of the City’s Project, located along the eastern perimeter of the Park & Ride Lot parking lot on the northeast corner of Lotz Way and Main Street. No local matching funds are required. The funding allocation for the construction portion of the project is \$768,000.

STRATEGIC PLAN: Provide Good Governance and Enhance the Environment.

BACKGROUND: On November 19, 2015, the Municipal Regional Stormwater Permit (MRP) was issued to the City of Suisun City along with 75 other cities, towns, counties, and districts within the San Francisco Bay. This MRP outlines the State’s requirement for municipal agencies to address the water quality and flow-related impacts of stormwater runoff through public education program, implementing targeted pollutant reduction strategies and projects, and a monitoring program.

The concept for the City’s Project was developed as part the City’s Green Stormwater Infrastructure Plan and is required as part of the City’s MRP. See attached Location Map (Attachment No. 2).

The goals of the Project are to reduce the amount of trash entering the Suisun Marsh and San Francisco Bay ecosystems, improve storm water quality, and to beautify this gateway to the City’s Historic Waterfront District. These goals will be achieved by constructing a green stormwater infrastructure feature and two full trash capture devices within the Project area.

The existing Park and Ride Lot and the surrounding drainage area is approximately 3.65 acres with narrow landscaped islands between the parking bays and conventional drainage infrastructure including curbs, gutters, and curb inlets that allow the runoff to flow into the storm drain system. The parking lot slopes towards a drainage ditch on the eastern perimeter of the parking lot, covered primarily with non-native grasses, bare earth, and rock. The ditch is well suited for conversion into a bioretention swale which will slow and treat runoff from the parking lot and adjacent off ramp from Highway 12.

The Park & Ride Lot is located within Caltrans’ right-of-way and the Project will be implemented in partnership with Caltrans District 4. City staff and the Solano Stormwater Alliance (SSA) Program Manager (Emily Corwin of the Fairfield-Suisun Sewer District) have coordinated this Project with District 4, and Caltrans has agreed to fully fund the design and construction of the Project with up to \$893,270 in funding.

STAFF REPORT: The construction bid documents for the Project were advertised in the Daily Republic newspaper on the following days: a) June 30, 2023, and b) July 7, 2023.

Bids were due on August 16, 2023, at 2:00 PM. Six (6) bids were received and read aloud immediately following the submittal deadline. Prior to the bid opening, it was announced to the contractors that the contract award will be based on a budget of \$695,000. This dollar amount leaves enough in the construction budget for a 10% contingency. It was also clarified in the construction bid documents and at the bid opening that in the event that bids received for the base bid plus all two additive alternates exceed the City's construction budget, as many additive alternates will be included in the award as possible in the order in which they appear in the construction bid documents. The construction contract is to be awarded within the construction budget in the following order of priority:

1. Base project plus additive alternate #1 and additive alternate #2.
2. Base project plus additive alternate #1.
3. Base project plus additive alternate #2.
4. Base project.

The bid submitted by GradeTech, Inc. represents the lowest bid received and was determined by staff to be a responsive bid. The six (6) bid amounts received for the Project are provided in Attachment No. 3, which includes the amounts each vendor submitted for the base project and for each of the two additive alternates.

The base bid project, in general, includes new landscaping and irrigation along the east side of the Park & Ride Lot, specifically between the pavement and the Highway 12 off ramp. The Project also includes construction of a bioretention facility, fence replacement, curb modification, pavement restoration at the southeast corner of the Park & Ride Lot, interpretive signage, and a 90-day plant establishment period.

In addition to the base bid project, there are two (2) additive alternate items, which are as follows:

- Additive Alternate #1 – Placing gravel in the undeveloped area between paved parking lot and the fence to reduce weed growth.
- Additive Alternate #2 – Irrigation and landscaping at the southeast corner of the project site, specifically between the proposed bioretention facility and Lotz Way.

The Caltrans allocation of \$768,000 will be enough to cover the construction contract for this Project without any need for City funds, therefore, staff recommends awarding the construction contract in the amount of \$443,361.40 to Grade Tech, Inc. for the base project and the two additive alternates, including a contingency in the amount of the remaining balance of \$324,638.60 in the construction budget towards additional improvements, in-house inspections, in-house construction management, and addressing unforeseen items.

STAFF RECOMMENDATION: Adopt Resolution No. 2023-___: Authorizing the City Manager to Enter into a Construction Contract on the City's Behalf with GradeTech, Inc. for the Green Stormwater Infrastructure Project.

DOCUMENTS ATTACHED:

1. Resolution No. 2023-___: Authorizing the City Manager to Enter into a Construction Contract on the City's Behalf with GradeTech, Inc. for the Green Stormwater Infrastructure Project.
2. Project Location Map.
3. Bid Results Table.
4. Contract Agreement Green Stormwater Infrastructure Project

PREPARED BY:

Gemma Geluz, Administrative Assistant II

REVIEWED BY:

Nouae Vue, Public Works Director

APPROVED BY:

Kris Lofthus, Deputy City Manager

ATTACHMENTS:

1. [Resolution Authorizing the City Manager to Enter into a Contract with GradeTech, Inc. for the Green Stormwater Infrastructure Project.pdf](#)
2. [Project Location Map.pdf](#)
3. [Bid Results Table.pdf](#)
4. [Contract Agreement.pdf](#)

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improvements, in-house inspections, in-house construction management, and addressing unforeseen items, and to take any and all necessary and appropriate actions to implement this contract.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 19th day of September 2023, by the following vote:

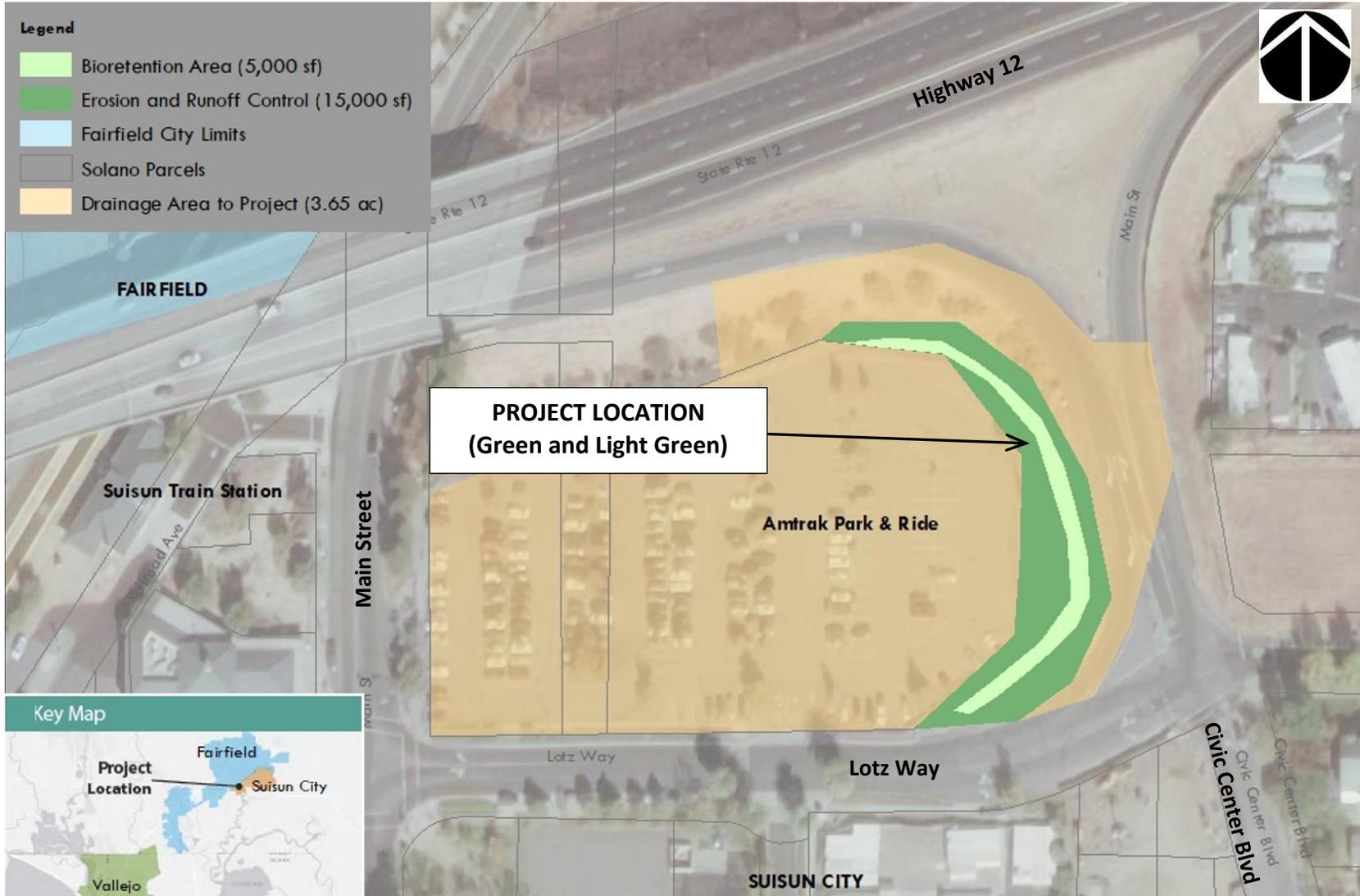
AYES: Councilmembers: _____
NOES: Councilmembers: _____
ABSENT: Councilmembers: _____
ABSTAIN: Councilmembers: _____

WITNESS my hand and the seal of said City this 19th day of September 2023.

Anita Skinner
City Clerk

LOCATION MAP

Stormwater Green Infrastructure Project along the Eastern Perimeter of the Park and Ride Lot



Green Stormwater Infrastructure Project
Bid Results

| Bidder | Base Project | Add. Alt #1 | Add Alt. #2 | Grand Total |
|----------------------------|---------------------|--------------------|--------------------|---------------------|
| <i>Engineer's Estimate</i> | <i>\$723,300.00</i> | <i>\$35,370.00</i> | <i>\$22,790.00</i> | <i>\$781,460.00</i> |
| GradeTech, Inc. | \$421,021.90 | \$7,974.20 | \$14,365.00 | \$443,361.10 |
| Suulutaaq, Inc. | \$637,655.00 | \$6,945.00 | \$17,646.00 | \$662,246.00 |
| Lister Construction, Inc. | \$642,700.00 | \$5,656.00 | \$19,130.00 | \$667,486.00 |
| Dutch Contracting, Inc. | \$723,691.70 | \$14,036.00 | \$20,218.00 | \$757,945.70 |
| Abide Builders, Inc. | \$941,342.00 | \$2,450.00 | \$37,100.00 | \$980,892.00 |
| Kerex Engineering, Inc. | \$950,417.00 | \$44,600.00 | \$81,400.00 | \$1,076,417.00 |

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2023, by and between the City of Suisun City, California, hereinafter called "City", and **GradeTech, Inc.** hereinafter called "Contractor".

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I

For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said City said Contractor agrees with said City to perform, and complete in a workmanlike manner all work required under the City's Drawings and Specifications entitled:

Green Stormwater Infrastructure Project

in accordance with the Specifications and Drawings therefore, to furnish at his own expense all labor, materials, equipment and services as may be stipulated in said Specifications to be furnished by said City, and to do everything required by this Agreement and the said Specifications.

ARTICLE II

For furnishing all said labor, materials, equipment, tools and services, converting an existing ditch into a bioretention facility, landscaping, installing fencing, and doing everything required by this Agreement and the said Specifications; also, for all losses and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the work until its acceptance by said City, and for all risks of every description connected with the work; also, for all expenses resulting from the suspension or discontinuance of work, except as in the said Specifications are expressly stipulated to be borne by said City; and for completing the work in accordance with the requirements of said Drawings and Specifications as directed by the Engineer, said City will pay and said Contractor shall receive, in full compensation therefore, the price(s) named in the Proposal.

ARTICLE III

The City hereby employs said Contractor to perform the work according to the terms of this Agreement for price(s) named in the Proposal, and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the said Specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV

The Notice to Contractors, Special Notice, Special Provisions Book, Bidder's Book including the Proposal, and Information Required of Bidder, along with the Contract Documents and all addenda issued by the City with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF SUISUN CITY, CALIFORNIA

By _____
(City Manager)

_____(SEAL)
(City Clerk)

CONTRACTOR

(Contractor)

By _____
(Signature)

(Title)

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AGENDA TRANSMITTAL

MEETING DATE: September 19, 2023

CITY AGENDA ITEM: Council Adoption of Resolution No. 2023-__ : Authorizing the City Manager or Deputy City Manager to Enter into a Joint Use Agreement with the Fairfield-Suisun Unified School District.

FISCAL IMPACT: There would be no fiscal impact.

STRATEGIC PLAN: Provide Good Governance and Ensure Fiscal Solvency.

BACKGROUND: The City’s Recreation & Community Services Department and the Fairfield-Suisun Unified School District (FSUSD) have been sharing facilities for a variety of recreational programs and other functions through a Joint Use Agreement. In order to continue this mutually beneficial relationship, the Joint Use Agreement must be reviewed.

STAFF REPORT: Staff members from each of the organizations have met annually to review the use and permitting processes. The agreement gives each entity first priority use of the facilities which are made available at no cost during normal or stated operational times. For activities involving additional staffing, after normal hours or damages attributable to use by the other party, cost-recovery fees are imposed. The agreement provides for quarterly scheduled meetings to review requests and to update schedules. The term of the agreement renewal would be five years. The FSUSD Board will consider approval of the renewal at its September 21, 2023, meeting.

STAFF RECOMMENDATION: It is recommended that the City Council Adopt Resolution No. 2023-__ : Authorizing the City Manager or Deputy City Manager to Enter into a Joint Use Agreement with the Fairfield-Suisun Unified School District.

DOCUMENTS ATTACHED:

1. Resolution No. 2023-__ : Authorizing the City Manager OR Deputy City Manager to Enter into a Joint Use Agreement with the Fairfield-Suisun Unified School District.
 2. Joint Use Agreement Between Fairfield-Suisun Unified District and The City of Suisun City (Joint Use of Recreational Facilities)
-

| | |
|---------------------|-----------------------------------|
| PREPARED BY: | Jeff Downey, Recreation Manager |
| REVIEWED BY: | Kris Lofthus, Deputy City Manager |
| APPROVED BY: | Kris Lofthus, Deputy City Manager |

ATTACHMENTS:

1. [Resolution Authorizing to Enter into a Joint Use Agreement with the FSUSD.pdf](#)
2. [Joint Use Agreement Between FSUSD and the City of Suisun City.pdf](#)

**JOINT USE AGREEMENT BETWEEN FAIRFIELD-SUISUN UNIFIED DISTRICT AND
THE CITY OF SUISUN CITY
(Joint Use of Recreational Facilities)**

THIS JOINT USE AGREEMENT ("Agreement") is made and entered into this 22nd day of September ("Effective Date"), by and between **Fairfield-Suisun Unified School District**, a California public school district ("District") and the **City of Suisun City**, a municipal corporation of the State of California ("City"). The District and City may be referred to herein collectively as the "Parties" or individually as a "Party".

RECITALS

- A. WHEREAS, District is the owner of certain recreational real property and facilities as set forth in **Exhibit "A,"** ("District Recreational Facilities" or "District Sites"); and
- B. WHEREAS, the City is the owner of certain recreational real property and facilities as set forth in **Exhibit "C"** located within the City of Suisun City ("City Recreational Facilities" or "City Sites"); and
- C. WHEREAS, the provisions of Education Code sections 10900 through 10914.5, inclusive, (the "Community Recreation Act") authorize and empowers cities and public school districts to cooperate with one another for the purpose of authorizing, promoting and conducting programs of public services which will contribute to the attainment of general recreational and educational objectives for children and adults of the state, and to enter into agreements with each other for such purposes; and
- D. WHEREAS, the District and City's joint use of the recreational facilities located on the District and City Sites are in the vital and best interests of the residents of the City and of the District students, and of their health, safety, and welfare, and are in accordance with the public purposes and provisions of applicable federal, State and local law.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this agreement, the Parties agree as follows:

1. **TERM OF AGREEMENT.** The "Term" of this Agreement shall be for five (5) years commencing on Effective Date, and shall remain in effect until **September 22, 2028**, unless terminated earlier pursuant to the termination provisions set forth in this Agreement.
2. **JOINT USE OF RECREATIONAL FACILITIES.**
 - 2.1. **District Recreational Facilities:**
 - 2.1.1. **District Use.** The District's use of the buildings, grounds, equipment or recreational facilities ("District Recreational Facilities") located on the District Sites for any purpose shall take precedence and priority over the City's or any other person's or entity's use.
 - 2.1.2. "District's Use" includes use of the District Recreational Facilities, without limitation:
 - 2.1.2.1. Use during any time when school is in session, including Summer School;
 - 2.1.2.2. Use during any time that has been scheduled in advance by the various school principals or other school officers for classes, activities, exercises, or functions; and
 - 2.1.2.3. Use during any time when the District has permitted another person or entity to use the District Recreational Facilities for specific event(s) or activity(ies).

- 2.1.3. The District Recreational Facilities set forth in **Exhibit "A"** shall be reviewed and updated on an annual basis during the Term.
- 2.1.4. **City's Use.** The City may use the District Recreational Facilities when such use does not conflict with the District's Use. The District will notify the City 48 hours in advance of scheduling conflicts due to District-related use. District will provide alternate accommodations when possible.
- 2.1.4.1. **Use Fees.** City shall pay the use fee set forth in **Exhibit "B"** ("Use Fee") for use of District Recreational Facilities. The Use Fee shall be based on the staff required to be present at the District Recreational Facilities during City use or the actual cost incurred by District related to City's use of the Recreational Facilities.
- 2.1.4.2. City's use of the District Recreational Facilities shall be pursuant to the Civic Center Act (Education Code section 38130 et seq.) and District's existing rules and regulations pertaining to the use of the District Recreational Facilities ("District Use Rules"), as may be amended from time to time.
- 2.1.4.3. City shall provide ensure adequate supervision of any activity conducted on District Recreational Facilities during City's use.
- 2.1.4.4. District shall furnish and supply City the expendable materials, supplies and equipment generally made available by District to the general public for use by City at District's Recreational Facilities.
- 2.1.4.5. **Accident/Incident Report.** The City shall submit a written accident/incident reports to the District of any accident or incident that occurs on the District Recreational Facilities during City's use. Accident/injury reports shall be submitted to the District's principal at the School Site the Recreational Facilities are located on and to the District Office of Risk Management.
- 2.1.4.6. **Concussion or head injury during City Athletic Activity.** City shall comply and require any person, group or entity using the District Recreational Facilities pursuant to City's authority hereunder, to comply with Education Code section 49475 regarding the removal of any athletic participant suspected of sustaining a concussion or head injury during use of District Recreational Facilities.
- 2.1.5. **Closure of District Recreational Facilities.** The Parties recognize that the District Recreational Facilities may need to be closed from time to time in the interest of public safety or for repairs and maintenance. District shall notify the City of any conditions necessitating a closure of the District Recreational Facilities or any portion thereof.
- 2.1.6. **Safety and Security.**
- 2.1.6.1. The District will provide the City notification, if reasonably possible, of any security incident, school lockdown, or a secure-perimeter scenario due to crimes in or around the District Recreational Facilities that occur during City's Use. Notwithstanding the foregoing, the District shall be under no obligation nor liable for any failure to provide the notification contemplated under this section.
- 2.1.6.2. City staff using District Recreational Facilities will be invited to participate in the District's security and safety trainings and drills that occur during City's Use. The District follows the emergency response procedures set forth in **Exhibit "H"** which are reviewed and updated annually.

2.2. **City Recreational Facilities:**

2.2.1. **City Use.** The City's use of the buildings, grounds, equipment or recreational facilities ("City Recreational Facilities") located on the City Sites for any purpose shall take precedence and priority over the District's or any other person's or entity's use. "City's Use" includes use of the City Recreational Facilities, without limitation:

2.2.1.1. Use during any time when the City has permitted another person or entity to use the City Recreational Facilities for specific event(s) or activity(ies).

2.2.2. The City Recreational Facilities set forth in **Exhibit "C"** shall be reviewed and updated on an annual basis during the Term.

2.2.3. **District's Use.** The District may use the City Recreational Facilities when such use does not conflict with the City's Use.

2.2.3.1. **Use Fees.** District shall pay the use fee set forth in **Exhibit "D"** ("Use Fee") for use of City Recreational Facilities. The Use Fee shall be based on the staff required to be present at the City Recreational Facilities during District use or the actual cost incurred by City related to District's use of the Recreational Facilities.

2.2.3.2. District's use of the City's Recreational Facilities shall be pursuant to the City's existing rules, ordinances and regulations pertaining to the use of the City's Recreational Facilities ("City Use Rules"), as may be amended from time to time.

2.2.3.3. District shall provide ensure adequate supervision of any activity conducted on City Recreational Facilities during District's use.

2.2.3.4. City shall furnish and supply District the expendable materials, supplies and equipment generally made available by City to the general public for use by District at City's Recreational Facilities.

2.2.3.5. **Accident/Incident Report.** The District shall submit a written accident/incident reports to the City of any accident or incident that occurs on the City Recreational Facilities during District's use. Accident/injury reports shall be submitted to the City's City Manager and to the City's Risk Manager.

2.2.4. **Closure of City Recreational Facilities.** The Parties recognize that the City Recreational Facilities may need to be closed from time to time in the interest of public safety or for repairs and maintenance. City shall notify the District of any conditions necessitating a closure of the City Recreational Facilities or any portion thereof.

2.3. **Use.** Designated District and City staff shall coordinate for each Party's respective use of the Parties' Recreational Facilities. The Joint Use Agreement Facilities Usage Application attached hereto as **Exhibit "F"** shall be used by the District when requesting City Recreational Facilities. The City will use the District's third-party online software system when requesting District Recreational Facilities.

2.3.1. In scheduling the use of DISTRICT facilities, DISTRICT sponsored events and programs shall have first priority, CITY sponsored events and programs shall have second priority, and any other events by other organizations (including City co-sponsored groups which are not covered by this Agreement) or individuals shall have priority thereafter.

- 2.3.2. In scheduling the use of CITY facilities, CITY sponsored events and programs shall have first priority, DISTRICT sponsored events and programs shall have second priority, and any other events by other organizations (including auxiliary organizations of the DISTRICT which are not covered by this Agreement) or individuals shall have priority thereafter.
- 2.3.3. Each Party shall designate one contact person to maintain records pursuant to this Agreement. Each Party shall provide notice to the other of the person designated by that Party as the contact person. Each Party shall notify the other in the event the Party's contact person changes. Such notification shall be in the same manner provided in this Agreement in the section entitled "Notices."
- 2.3.4. Except in the event of an emergency, the Parties shall provide at least ten (10) business days prior notice of a cancellation of a Party's scheduled use. The Party cancelling the other Party's use shall make good faith and reasonable efforts to provide alternative available recreational space to the Party's whose use is cancelled.
- 2.3.5. Except in the event of an emergency, the Parties shall provide each other at least ten (10) business days prior notice of a Party's intent to cancel a scheduled use of the other Party's Recreational Facilities. If a Party fails to provide prior notice or fails to use the other Party's recreational facilities when scheduled, that Party shall be charged the Use Fee set use had occurred.

3. **MAINTENANCE.**

- 3.1. **City Maintenance.** City agrees to provide, as its own cost and expense, any and all maintenance for the City Recreational Facilities. Maintenance to be provided by City shall be staffed by City's equipment and ball fields personnel, be consistent with the normal maintenance levels as applied to other comparable City open space and park areas and shall insure safe and healthful use. Maintenance to be provided by City shall also include payment by City, as its own cost and expense, any and all utility costs, including without limitation, electricity, water, and refuse removal costs.
- 3.2. **District Maintenance.** District agrees to provide, as its own cost and expense, any and all maintenance for the District Recreational Facilities. Maintenance to be provided by District shall be consistent with the normal maintenance levels as applied to other comparable District schools and shall insure safe and healthful use. Maintenance to be provided by District shall also include payment by District, as its own cost and expense, any and all utility costs, including without limitation, electricity, water, and refuse removal costs.

4. **POST EVENT EVALUATION AND REPAIRS.** The Parties agree that each Party shall be responsible for any damage, injuries, or harm caused by use of the other Party's Recreational Facilities. The Party whose recreational facilities were used shall complete a Post Event Evaluation Form (**Exhibit "E"**) indicating any necessary repairs or damage caused by the other Party's use. The Post Evaluation Form can be provided to the other Party following that Party's use of the recreational facilities. Additionally, the Party completing the Post Event Evaluation Form shall provide a bill for damages to the other Party.

- 4.1. The Party using the other Party's Recreational Facilities shall repair, or cause to be repaired, or will reimburse the Party that owns the Recreational Facilities for the cost of repairing damage done to the Recreational Facilities of the other Party, other than ordinary wear and tear items.
- 4.2. Any dispute regarding the responsibility for damages shall be resolved pursuant to the dispute resolution procedures indicated herein.

5. **INDEMNIFICATION.**

- 5.1. **Indemnification of District.** To the furthest extent permitted by California law, City shall protect, defend, indemnify and hold harmless District, and its officers, agents, representatives, consultants,

employees, trustees and volunteers (“District’s Indemnified Parties”) from any and all demands, liabilities, losses, damages, injury, claims, suits, and actions (“Claims against the City”) of any kind, nature or description, including, but not limited to, personal injury, death, property damage, and consultants’ and/or attorneys’ fees and costs, directly or indirectly arising out of, connecting with or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the City in conjunction with this Agreement except to the extent that the Claims against the City are not caused by the negligence or willful misconduct of the District’s Indemnified Parties. The District shall have the right to accept or reject any legal representation that City proposes to defend the District’s Indemnified Parties.

5.2. **Indemnification of City.** To the furthest extent permitted by California law, District shall protect, defend, indemnify and hold harmless City, and its officers, agents, representatives, consultants, employees, trustees and volunteers (“City’s Indemnified Parties”) from any and all demands, liabilities, losses, damages, injury, claims, suites and actions (“Claims against the District”) of any kind, nature or description, including, but not limited to, personal injury, death, property damage, and consultants’ and/or attorneys’ fees and costs, directly or indirectly arising out of, connecting with or resulting from the performance the Agreement or from any activity, work, or thing done, permitted, or suffered by the District in conjunction with this Agreement to the extent that the Claims against the District are not caused by the negligence or willful misconduct of the City’s Indemnified Parties. The City shall have the right to accept or reject any legal representation that District proposes to defend the City’s Indemnified Parties.

6. **INSURANCE.** Each Party shall, during the Term, maintain in force the policies set forth in **Exhibit “G”**. All policies, endorsements, certificates shall be subject to approval by the other Party’s Risk Manager as to form and content. The insurance requirements are subject to amendment or waiver if so approved in writing by both Parties. Each Party agrees to provide the other Party with a copy of said policies, certificates and/or endorsements upon execution of this Agreement.

7. **TERMINATION.** City or District may terminate this Agreement at any time by written notice of election to terminate delivered to the other Party at least sixty (60) days in advance of the effective termination date elected.

8. **NOTICES.** All notices required or permitted to be given under this agreement shall be in writing and personally delivered or sent by certified mail, postage prepaid and return receipt requested, addressed as follows:

CITY
City of Suisun City
611 Village Drive
Suisun City, CA 94585
Attn: City Manager
Telephone: (707) 421-7200

DISTRICT
Fairfield-Suisun Unified School District
2490 Hilborn Road
Fairfield, CA 94534
Attn: Executive Director, Facilities
Telephone: (707) 399-5148

Notice shall be deemed effective on the date personally delivered or, if mailed, three days after deposit in the mail. Notice transmitted by facsimile shall be deemed effective on the following business day. Notice provided by overnight delivery shall be deemed effective the next business day after delivery by the overnight delivery service. The Parties may change their respective addresses for purposes of delivering notices by sending notice of such change pursuant to this paragraph.

9. **ASSIGNMENT.** Neither Party shall assign its rights, duties or privileges under this Agreement, nor shall either Party attempt to confer any of its rights, duties or privileges under this Agreement on any third Party, without the written consent of the other Party.

10. **NON-DISCRIMINATION.** Neither Party shall employ any discriminatory practices in its performance hereunder, including its employment practices, on the basis of sex, race, color, religion, national origin, ancestry, age, sexual orientation, or physical or mental disability.
11. **INDEPENDENT CONTRACTOR STATUS.** This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.
12. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
13. **VERIFICATION OF QUALIFICATIONS.** Each Party shall be responsible for verifying the qualifications, credentials, certificates, and licenses of its staff, agents, consultants and/or subcontractors who may provide services in conjunction with each Party's duties or obligations pursuant to this Agreement or the use of the Recreational Facilities.
14. **FINGERPRINTING AND CRIMINAL BACKGROUND INVESTIGATIONS.** Each Party shall ensure compliance with the fingerprinting requirements of Education Code section 10911.5 for all employees, staff, and/or contractors who could have direct contact with minors, regardless of whether such individuals are paid or unpaid.
15. **DISPUTE RESOLUTION.** If a dispute arises that is related, in any way, to this, the Parties agree to attempt first to resolve the dispute through negotiations. If negotiations are unsuccessful, the Parties agree to mediate the dispute prior to initiating legal action.
16. **CALIFORNIA LAW.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Solano County, California.
17. **PROHIBITED ACTIVITIES.** Use of tobacco products, intoxicants, or narcotics is prohibited in or about the Party's Recreational Facilities. Profane language, quarreling, fighting, and/or gambling is also prohibited.
18. **WAIVER.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
19. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.
20. **AMENDMENTS.** Amendments to the terms and conditions of this Agreement shall be requested in writing by the Party desiring the revision, and any amendment to the Agreement shall only be effective upon the mutual agreement in writing of both Parties hereto.
21. **COUNTERPARTS.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
22. **CAPTIONS.** The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intentions of the Parties hereto.
23. **SEVERABILITY.** Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

24. **INCORPORATION OF RECITALS AND EXHIBITS.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
25. **APPROVAL.** The Parties agree that this Agreement shall not be binding on the Parties until the Agreement is approved by the District’s Board of Education and the City Council.

IN WITNESS WHEREOF, this Agreement has been duly approved by Parties on the day and year hereinabove written.

CITY OF SUISUN CITY
A municipal corporation

FAIRFIELD-SUISUN UNIFIED SCHOOL DISTRICT
A California public school district

Signature

Signature

Print Name
City Manager

Lanea Grindle _____
Print Name
Assistant Superintendent, Business Services

Date

Date

EXHIBIT "A"

DISTRICT RECREATIONAL FACILITIES

EXHIBIT A

Fairfield-Suisun Unified School District Facilities Available For Use by City of Suisun City per the JUA

| School | Phone | C | P | M/U | G | VS | JVS | V | JV | T | SP | F | CR | L | O |
|------------------------------|----------|---|---|-----|---|----|-----|---|----|---|----|---|----|---|---|
| Armijo High | 422-7500 | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Fairfield High | 438-3000 | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Rodriguez High | 863-7950 | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Crystal | 421-5800 | ✓ | ✓ | ✓ | ✓ | | | | | | | | | ✓ | ✓ |
| Grange | 438-1900 | ✓ | ✓ | ✓ | ✓ | | | | | | | | | ✓ | ✓ |
| Green Valley | 646-7000 | ✓ | ✓ | ✓ | ✓ | | | | | | | | | ✓ | ✓ |
| Anna Kyle | 421-4105 | ✓ | ✓ | ✓ | | | | | | | | | | ✓ | ✓ |
| B. Gale Wilson | 421-4225 | ✓ | ✓ | ✓ | | | | | | | | | | ✓ | ✓ |
| Cleo Gordon | 421-4125 | ✓ | ✓ | ✓ | | | | | | | | | | ✓ | ✓ |
| Cordelia Hills | 864-1905 | ✓ | ✓ | ✓ | | | | | | | | | | ✓ | ✓ |
| Crescent | 435-2771 | ✓ | ✓ | ✓ | | | | | | | | | | ✓ | ✓ |
| Dan O. Root II | 421-4240 | ✓ | ✓ | ✓ | | | | | | | | | | ✓ | ✓ |
| David Weir | 399-3300 | ✓ | ✓ | ✓ | | | | | | | | | | ✓ | ✓ |
| Dover | 435-3794 | ✓ | ✓ | ✓ | | | | | | | | | | ✓ | ✓ |
| E. Ruth Sheldon | 421-4150 | ✓ | ✓ | ✓ | | | | | | | | | | ✓ | ✓ |
| Fairview | 421-4165 | ✓ | ✓ | ✓ | | | | | | | | | | ✓ | ✓ |
| H. Glen Richardson | 420-2300 | ✓ | ✓ | ✓ | | | | | | | | | | ✓ | ✓ |
| K.I. Jones | 421-4195 | ✓ | ✓ | ✓ | | | | | | | | | | ✓ | ✓ |
| Laurel Creek | 421-4291 | ✓ | ✓ | ✓ | | | | | | | | | | ✓ | ✓ |
| Nelda Mundy | 863-7920 | ✓ | ✓ | ✓ | | | | | | | | | | ✓ | ✓ |
| Oakbrook | 863-7930 | ✓ | ✓ | ✓ | | | | | | | | | | ✓ | ✓ |
| Rolling Hills | 399-9566 | ✓ | ✓ | ✓ | | | | | | | | | | ✓ | ✓ |
| Suisun Elementary | 421-4210 | ✓ | ✓ | ✓ | | | | | | | | | | | ✓ |
| Suisun Valley | 421-4338 | ✓ | ✓ | ✓ | | | | | | | | | | ✓ | ✓ |
| Sullivan | 366-0685 | ✓ | ✓ | ✓ | | | | | | | | | | ✓ | ✓ |
| Tolenas | 421-4350 | ✓ | ✓ | ✓ | | | | | | | | | | ✓ | ✓ |
| Adult School | 421-4110 | ✓ | ✓ | ✓ | | | | | | | | | | ✓ | |
| Matt Garcia Career & College | 424-9400 | ✓ | | | | | | | | | | | | | ✓ |
| Public Safety Academy | 421-4100 | ✓ | ✓ | ✓ | ✓ | | | | | | | | | ✓ | ✓ |

C = Classrooms
P = Playground/Soccer Field
M/U = Multiple Purpose Room
G = Gymnasium

VS = Varsity Softball Field
JVS = Junior Varsity Softball Field
V = Varsity Baseball Field
JV = Junior Varsity Baseball Field

T = Tennis Courts
SP = Swimming Pool
F = Football Field

CR = Conference Room
L = Library
O = Outside Basketball Courts

EXHIBIT "B"

DISTRICT FEE SCHEDULE



Fairfield Suisun Unified School District
FACILITIES USE FEES

EXHIBIT B

**PERSONNEL FEES
 (NON-PROFIT & FOR-PROFIT GROUPS)**

| | |
|--|-----------|
| ALL groups must pay for custodial fees outside of normal work hours. Additional time must be added to the event for custodian to open and close facilities. Additional custodians may be required on events with more than 100 attendees. | |
| Custodian <i>Fees do not apply during custodian's regularly scheduled hours. Large events may require additional custodians and fees will apply.</i> | \$39/hour |
| Food Service Worker (kitchen only) | \$21/hour |
| Computer Technician | \$47/hour |

**UTILITY FEES
 (NON-PROFIT & FOR-PROFIT GROUPS)**

| | |
|------------------------------|-----------|
| Stadium Lights | \$52/hour |
| Pool Utilities and Chemicals | \$65/hour |

**FACILITY FEES
 (FOR-PROFIT GROUPS)**

| | |
|---|------------|
| Cafeteria | \$32/hour |
| Classroom/Conference Room | \$8/hour |
| Fields: | |
| • High School Stadium | \$322/hour |
| • Middle School Soccer Fields | \$185/hour |
| • Elementary School Recreational Fields | \$116/hour |
| Gymnasium | \$88/hour |
| Kitchen | \$14/hour |
| Library | \$31/hour |
| Locker Rooms | \$47/hour |
| Multi-Purpose Room | \$47/hour |
| Parking Lots | \$20/day |
| Quad areas | \$60/hour |
| Tennis Courts | \$17/hour |

EXHIBIT "C"

CITY RECREATIONAL FACILITIES

Exhibit C

| CITY FACILITIES | Usages | Requirements |
|-----------------------------------|----------------------------------|--------------------|
| Joseph A. Nelson Community Center | | |
| Banquet Room | Large Gatherings | School Supervision |
| Meeting Room A | Meetings | School Supervision |
| Meeting Room B | Meetings | School Supervision |
| Meeting Room C | Meetings | School Supervision |
| Combination of Meeting Rooms | Large Gathering | School Supervision |
| Classroom 1 | Meetings | School Supervision |
| Corridor | Art Shows, displays | Set-up, take down |
| Senior Center | | |
| Banquet Room | Small gatherings | School Supervision |
| Meeting Room | Meetings | School Supervision |
| Both Rooms combined | Medium gatherings | School Supervision |
| Lambrecht Sports Complex | | |
| Softball Fields 1 & 2 | Youth/Adult Softball | School Supervision |
| Concession Building | Youth/Adult Softball | School Supervision |
| City Hall | | |
| Council Chambers | Meetings | School Supervision |
| City Hall Rotunda | Displays | Set-up- take down |
| Municipal Boat Launch | | |
| Launch Ramp | Launch boats | School Supervision |
| Picnic Area | Gatherings | School Supervision |
| Parking Lot | Events | School Supervision |
| Heritage Park | | |
| Ball field | Softball, Baseball under 15 only | School Supervision |
| Picnic Area | Gatherings | School Supervision |
| Open Park Area | Events, Sports | School Supervision |
| City Hall Waterfront Park | | |
| Open Park Area | | |
| Old Town Plaza | | |
| Stage | | |
| Open Park Area | | |
| Sheldon Plaza | | |
| Open Park Area | | |
| Hall Park | | |
| Open Park Area | | |
| Picnic Area | | |
| Goepf Park | | |
| Open Park Area | | |

EXHIBIT "D"

CITY FEE SCHEDULE

EXHIBIT D



MASTER FEE SCHEDULE

Section 4: Recreation & Community Services

| Fee Description | Adopted July 2022 | Adopted July 2023 | \$ Change | % Change |
|---|-------------------|-------------------|-----------|----------|
| SENIOR CENTER | | | | |
| Large Room 2000 sq.ft. (40 x 50) | | | | |
| Rate per hour, (3 hour minimum) | \$107 | \$112 | \$5 | 5% |
| Deposit | \$400 | \$420 | \$20 | 5% |
| Kitchen Fee, per hour (3 hour minimum) | \$37 | \$39 | \$2 | 5% |
| Small Room, 750 sq.ft. (34 x 22) No Kitchen | | | | |
| Rate per hour, (3 hour minimum) | \$64 | \$67 | \$3 | 5% |
| Deposit | \$200 | \$210 | \$10 | 5% |
| Both Rooms | | | | |
| Rate per hour, (3 hour minimum) | \$128 | \$134 | \$6 | 5% |
| Deposit | \$400 | \$420 | \$20 | 5% |
| CITY HALL COUNCIL CHAMBERS / ROTUNDA | | | | |
| Rate per hour, (3 hour minimum) | \$131 | \$137 | \$6 | 5% |
| Deposit (No Kitchen) | \$300 | \$315 | \$15 | 5% |
| COURTYARD AT HARBOR SQUARE | | | | |
| Rate per hour, (2 hour minimum) [Includes use of Courtyard Restrooms] | \$128 | \$134 | \$6 | 5% |
| Gas Fee for any use of Fireplace 1 Hour Before Sunset, per hour | \$10 | \$10 | \$0 | 5% |
| Deposit | \$200 | \$210 | \$10 | 5% |
| OLD TOWN PLAZA & SHELDON PLAZA | | | | |
| Rate per hour, (2 hour minimum) | \$102 | \$107 | \$5 | 5% |
| Deposit | \$200 | \$210 | \$10 | 5% |
| TRAIN DEPOT PLAZA | | | | |
| Rate per hour, 2 hour minimum | \$75 | \$79 | \$4 | 5% |
| Deposit | \$200 | \$210 | \$10 | 5% |
| PARK USE FEES (ANY PARK NOT LISTED SPECIFICALLY) | | | | |
| Rate per hour, (2 hour minimum) | \$43 | \$45 | \$2 | 5% |
| Deposit | \$100 | \$105 | \$5 | 5% |
| Reserved Organized Sports Use Rate per hour (4-hour maximum) + \$200 Deposit | \$43 | \$45 | \$2 | 5% |
| Reserved Picnic Facility Rate per hour (4-hour maximum) + \$100 Deposit | \$75 | \$79 | \$4 | 5% |
| SPORTS FIELD - RENTAL | | | | |
| Other than tournament - field only - 2 hours only | \$30 | \$31 | \$1 | 5% |
| SPORTS COURT - RENTAL (PER HOUR) | | | | |
| McCoy Creek Sand Volleyball Court | \$10 | \$10.49 | \$0.49 | 5% |
| Lawler Ranch Basketball Court | \$10 | \$10.49 | \$0.49 | 5% |
| Patriot Park Basketball Court | \$10 | \$10.49 | \$0.49 | 5% |
| Geopp Park Basketball Court | \$10 | \$10.49 | \$0.49 | 5% |
| Heritage Park Basketball Court | \$10 | \$10.49 | \$0.49 | 5% |
| HERITAGE PARK | | | | |
| Sports Field No Lights, per hour (4-hour maximum) + \$200 Deposit | \$32 | \$34 | \$2 | 5% |
| Sports Field With Lights, per hour (4-hour maximum) + \$200 Deposit | \$52 | \$55 | \$3 | 5% |
| Heritage Park Restrooms, per day + 100 Deposit | \$33 | \$35 | \$2 | 5% |
| LAMBRECHT SPORTS COMPLEX | | | | |
| Sports Field No Lights, per hour (4-hour maximum) + \$200 Deposit | \$37 | \$39 | \$2 | 5% |
| Sports Field With Lights, per hour (4-hour maximum) + \$200 Deposit | \$59 | \$62 | \$3 | 5% |
| Tournament-Per Field, Per Day + \$400 Deposit | \$236 | \$248 | \$12 | 5% |
| Tournament- for 2 hours only (bases included) | \$71 | \$74 | \$3 | 5% |
| Site Attendant Required/Per Hour | \$28 | \$29 | \$1 | 5% |
| Prep per field, per prep - required every 4 games | \$34 | \$36 | \$2 | 5% |
| Scoreboard Use | \$25 | \$26 | \$1 | 5% |
| Club House, per hour (4-hour maximum) + \$200 Deposit | \$60 | \$63 | \$3 | 5% |
| MARINA | | | | |
| Side Tie Vessel in Water | \$100 per month | \$105 per month | \$5 | 5% |
| Kayak Storage | \$58 per month | \$60 per month | \$2 | 4% |
| Annual Launch Pass | \$125 per year | \$125 per year | | |
| Overnight Guest Berthing, per night (72 hour limit), per foot-length of vessel | \$1.25 per ft. | \$1.30 per ft. | \$0.05 | 4% |
| <i>Commercial Use of Marina, Docks, and Boat Launch (other than as provided in separate agreement with City, or when the business is renting a slip and paying business license tax in lieu of this fee.)</i> | | | | |
| <i>Commercial Use of Marina, Docks, and Boat Launch when a business is renting a slip.</i> | | | | |
| <i>Commercial Use of Marina, Docks, and Boat Launch as provided in a separate agreement.</i> | | | | |
| BOAT LAUNCH | | | | |
| Parking fee, per 24 hours | \$10 | \$10 | \$0 | 0% |
| Parking fee, annual pass | \$125 | \$125 | \$0 | 0% |



MASTER FEE SCHEDULE

Section 4: Recreation & Community Services

| Fee Description | Adopted July 2022 | Adopted July 2023 | \$ Change | % Change |
|---|-------------------|-------------------|-----------|----------|
| MONTHLY SLIP RENTAL RATES | | | | |
| SLIP SIZE | Per Ft | Per Ft | | |
| 28 feet | \$7.00 | \$7.35 | \$0.35 | 5% |
| 34 feet | \$7.00 | \$7.35 | \$0.35 | 5% |
| 40 feet | \$7.00 | \$7.35 | \$0.35 | 5% |
| 46 feet | \$7.00 | \$7.35 | \$0.35 | 5% |
| 50 feet | \$7.00 | \$7.35 | \$0.35 | 5% |
| JOE NELSON COMMUNITY CENTER | | | | |
| BANQUET ROOM WITHOUT KITCHEN | | | | |
| Weekday Rates Class A (non-profit) - per hour | \$137 | \$144 | \$7 | 5% |
| Weekday Rates Class B (private & for-profit) - per hour | \$154 | \$162 | \$8 | 5% |
| Weekend Rates - per hour | \$176 | \$185 | \$9 | 5% |
| Deposit | \$400 | \$420 | \$20 | 5% |
| BANQUET ROOM WITH KITCHEN | | | | |
| Weekday Rates Class A (non-profit) - per hour | \$149 | \$156 | \$7 | 5% |
| Weekday Rates Class B (private & for-profit) - per hour | \$166 | \$174 | \$8 | 5% |
| Weekend Rates - per hour | \$215 | \$226 | \$11 | 5% |
| Deposit | \$400 | \$420 | \$20 | 5% |
| MEETING ROOM A | | | | |
| Weekday Rates Class A (non-profit) - per hour | \$45 | \$47 | \$2 | 5% |
| Weekday Rates Class B (private & for-profit) - per hour | \$69 | \$72 | \$3 | 5% |
| Weekend Rates - per hour | \$91 | \$95 | \$4 | 5% |
| Deposit | \$200 | \$210 | \$10 | 5% |
| MEETING ROOM B | | | | |
| Weekday Rates Class A (non-profit) - per hour | \$50 | \$52 | \$2 | 5% |
| Weekday Rates Class B (private & for-profit) - per hour | \$75 | \$79 | \$4 | 5% |
| Weekend Rates - per hour | \$98 | \$103 | \$5 | 5% |
| Deposit | \$200 | \$210 | \$10 | 5% |
| MEETING ROOM C | | | | |
| Weekday Rates Class A (non-profit) - per hour | \$41 | \$43 | \$2 | 5% |
| Weekday Rates Class B (private & for-profit) - per hour | \$62 | \$65 | \$3 | 5% |
| Weekend Rates - per hour | \$78 | \$82 | \$4 | 5% |
| Deposit | \$200 | \$210 | \$10 | 5% |
| MEETING ROOMS - MULTIPLE | | | | |
| Weekend Multi-room Rate, any 2 rooms | \$133 | \$140 | \$7 | 5% |
| Weekend Multi-room Rate, any 3 rooms | \$159 | \$167 | \$8 | 5% |
| Deposit | \$400 | \$420 | \$20 | 5% |
| CLASSROOM 1 | | | | |
| Weekday Rates Class A (non-profit) - per hour | \$34 | \$36 | \$2 | 5% |
| Weekday Rates Class B (private & for-profit) - per hour | \$56 | \$59 | \$3 | 5% |
| Weekend Rates - per hour | \$88 | \$92 | \$4 | 5% |
| Deposit | \$200 | \$210 | \$10 | 5% |
| PATIO ONLY (2 Hour minimum) | | | | |
| Weekday Rates Class A (non-profit) - per hour | \$39 | \$41 | \$2 | 5% |
| Weekday Rates Class B (private & for-profit) - per hour | \$59 | \$62 | \$3 | 5% |
| Weekend Rates - per hour | \$74 | \$78 | \$4 | 5% |
| Deposit | \$200 | \$210 | \$10 | 5% |
| KITCHEN (WITH MEETING ROOM) RENT | | | | |
| Weekday Rates Class A (non-profit) - per hour | \$46 | \$48 | \$2 | 5% |
| Weekday Rates Class B (private & for-profit) - per hour | \$53 | \$56 | \$3 | 5% |
| Charge to add additional tables | \$27 | \$28 | \$1 | 5% |
| KITCHEN (WITHOUT MEETING ROOM) RENT | | | | |
| Normal Business Hours - per hour | \$59 | \$62 | \$3 | 5% |
| Non-Business Hours (2 Hour Minimum) - per hour | \$92 | \$97 | \$5 | 5% |
| Deposit | \$200 | \$210 | \$10 | 5% |



MASTER FEE SCHEDULE

Section 4: Recreation & Community Services

| Fee Description | Adopted July 2022 | Adopted July 2023 | \$ Change | % Change |
|---|----------------------|----------------------|-----------|----------|
| ADMINISTRATION & MISCELLANEOUS | | | | |
| Staff cost hourly rate | \$28 | \$29 | \$1 | 5% |
| Fee Waiver Application | \$199 | \$209 | \$10 | 5% |
| Special Event Permit Application - Approved Partnership | \$25 | \$26 | \$1 | 5% |
| Special Event Permit Application - Non-Profit | \$50 | \$52 | \$2 | 5% |
| Special Event Permit Application - Resident | \$100 | \$105 | \$5 | 5% |
| Special Event Permit Application - Non-Resident | \$200 | \$210 | \$10 | 5% |
| Special Event Security Deposit - Less than 100 people | \$200 | \$210 | \$10 | 5% |
| Special Event Security Deposit - 101-250 people | \$500 | \$525 | \$25 | 5% |
| Special Event Security Deposit - 251-500 people | \$750 | \$787 | \$37 | 5% |
| Special Event Security Deposit - 501 or more people | \$1,000 | \$1,049 | \$49 | 5% |

EXHIBIT "E"

POST EVENT EVALUATION FORM

Exhibit E

Fairfield-Suisun Unified School District and City of Suisun City
Joint Use and Development Agreement

Post-Event Evaluation Form

- This form should be filled out after each one-time user, or at the conclusion or as needed throughout a long-term usage.
- If there are property damages to the site after the function, fill out the "Damages" section as well.
- Send the completed form to the DIRECTOR or SUPERINTENDENT, or their designated representatives.

Facility user: _____ Date of usage: _____

Site: _____ Area of usage at the site: _____

Type of Activity: _____

- Were all rules and regulations followed? Yes No
- Were the laws of the city and state followed by the facility users? Yes No
- Was the site left in a clean and orderly condition? Yes No
- Did the facility users borrow or use any equipment? Yes No
- Was the equipment returned in acceptable condition? Yes No

Comments: (Positive or problems encountered)

Damages:

Please describe in as much detail as possible the damage. If this section is filled out, send the original to the DIRECTOR OR SUPERINTENDENT, or their designated representatives.

We would rather not have this facility user use our facility again.

Facility Evaluator: _____ Date: _____

EXHIBIT "F"

FACILITIES USAGE APPLICATION



**CITY OF SUISUN CITY RECREATION, PARKS, & MARINA DEPARTMENT
APPLICATION FOR RENTAL USE OF SUISUN CITY FACILITIES
611 VILLAGE DRIVE, SUISUN CITY, CA 94585
(707)421-7200**

1. Name of Group/Applicant: _____ Estimated Attendance: _____

2. Date of Use: _____ Mon Tues Wed Thurs Fri Sat Sun Birthdate of Applicant: _____

3. Event Start Time: _____ a.m. / p.m. Event End Time: _____ a.m. / p.m. BUILDING TO BE OPENED AT: _____ a.m. / p.m.

4. Is there an early open requirement? _____ Reason: _____ EARLY OPENING TIME: _____ a.m. / p.m.

5. Day Phone: (____) _____ Fax or Cell: (____) _____

6. Address: _____ City/Zip: _____

7. Designate Person in Charge: _____ Email: _____

8. Day Phone: (____) _____ Fax or Cell: (____) _____

9. Facility Requested: (Check one) Banquet Room Banquet Room/ kitchen Banquet Room / Meeting Rooms _____
 Kitchen Meeting Room A Meeting Room B Meeting Room C Classroom 1 Meeting Rooms Combined _____

10. Type of Activity: _____
 (If birthday state age, if graduation state school)

11. Alcoholic Beverages Served? _____ Alcoholic Beverages sold? _____ ABC Permit Required? _____

12. Admission charge or other form of fees collected? _____ Will a commercial caterer be used? _____

Renter is not allowed to move tables or raise or lower blinds. Any damages caused by doing so without staff help.

Date: _____ FSUSD Signature: _____

City of Suisun City Recreation, Parks, & Marina Department Approval:

Date: _____ Signature: _____

EXHIBIT "G"

INSURANCE

EXHIBIT "G"

INSURANCE

Each Party, at its sole cost and expense, shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services or use of the Recreational Facilities hereunder by the Parties, their agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage described in Insurance Services Office Form Number GL 0002 (Ed. 01/96) covering Commercial General Liability together with Insurance Services Office Form Number GL 0404 covering Broad Form Comprehensive General Liability; or that described in Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001 (Ed. 01/96), including X.C.U. (Explosion, Collapse and Underground) coverage.

2. The coverage described in Insurance Services Office Form Number CA 0001 (Ed. 12/93) covering Automobile Liability, Code 1 "any auto", or Code 2 "owned autos" and Endorsement CA 0025. Coverage shall also include Code 8 "hired autos" and Code 9 "non-owned autos"; and

3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and

B. Minimum Limits of Insurance

Each Party shall maintain limits no less than:

1. Commercial General Liability: \$3,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and

3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the California Labor and Employers Liability limits of \$1,000,000 per accident.

4. Builder's Risk: Completed value of the project. No deductible shall exceed \$100,000.

C. Deductibles and Self-Insured Retentions

Any Party's deductibles or self-insured retentions must be declared, and approved by the other Party's Risk Manager.

D. Other Insurance Provisions

Each policy shall contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverage

a. The other Party, its officers, employees, agents and contractors are to be covered as additional insureds. Coverage shall contain no special limitations on the scope of protection afforded to the other Party, its officers, employees, agents and contractors.

b. Any failure to comply with reporting provisions of the policies by either Party shall not affect coverage provided to the other Party, its officers, employees, agents, or contractors.

c. Each policy shall state that the policy shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverage

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days' prior written notice has been given to the other Party.

E. **Acceptability of Insurers**

Insurance is to be placed with insurers acceptable to the other Party.

F. **Verification of Coverage**

Each Party shall furnish the other Party with certificates of insurance and with original endorsements affecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in by each PARTY:

CITY OF SUISUN CITY
Risk Manager

FAIRFIELD-SUISUN UNIFIED SCHOOL DISTRICT
Risk Manager

EXHIBIT "H"

DISTRICT EMERGENCY RESPONSE PROCEDURES

FSUSD EMERGENCY RESPONSE PROCEDURES

Active Shooter: Sounds of gunfire. Announcement may be made over intercom.

- Try to remain calm, listen to ascertain if active shooter is within your vicinity, and determine whether to **Run, Hide, or Fight**.
- **Run:** If there is an escape path, attempt to evacuate yourself and students. Leave your personal belongings behind.
- **Hide:** If evacuation is not possible, hide. Lock and/or blockade the door. Close the blinds. Silence your cell phone and direct your students to do as well. Hide behind large objects. Remain very quiet.
- **Fight:** As a last resort, and only if you and your students' lives are in danger, attempt to incapacitate the shooter. Act with physical aggression. Improvise weapons.
- **When law enforcement arrives:**
 - Remain calm and follow instructions.
 - Keep your hands visible at all times.
 - Avoid pointing or yelling.
 - Know that help for the injured is on its way.

Air Pollution/Chemical Release: Announcement will be made over intercom.

- Staff will be notified to discontinue all athletic activity on campus.
- Call parents and dismiss students who are susceptible to respiratory problems.
- Turn off air intake systems.
- Follow shelter-in-place instructions (such as close doors/windows), if applicable.

Bomb Threat: Fire alarm will signal evacuation, *if evacuation is indicated*.

Receiving Threats:

- **Phone:** keep caller on line, gather info re: location, timing of the bomb, person(s) responsible. Note gender, age, voice features, background noises.
- **Mailed/Written:** handle letter, note or package as little as possible.
- **Electronic (ex: e-mail, text):** do not delete message.

Response Protocol:

- Call 911 immediately.
- Promptly report threat or suspicious package to Administrator.
- Place written threat into envelope, note where & by whom it was found.
- Turn off 2-way radio equipment located in threatened building.
- Public safety officials or school staff may conduct bomb search.
- School staff shall not handle any explosive or incendiary device.
- If evacuated, do not reenter threatened building until cleared to do so.

Civil Disturbance on Campus: Announcement will be made over intercom.

Such an event would most likely occur if a large number of students caused a disturbance and refused efforts of administrators and teaching staff to maintain order. The following will take place:

- A civil disturbance situation will be announced.
- Police will be contacted.
- Move disturbance to an isolated area, if possible. The administration will meet with concerned parties.
- Daily instruction will continue. Staff should attempt to persuade all uninvolved students to go to class. Teachers who have students in class will keep them until further notice.

Earthquake: Ground will start shaking. For drills: announcement will be made over intercom.

- Implement "Duck, Cover and Hold" (students and staff should take protective positions under desks or tables away from and with backs to windows).
- Fire alarm will sound if students need to be evacuated (see fire procedures).
- Students may return to class only when given the "All Clear" signal.

Evacuation/Fire: Fire alarm will signal. Specific information may be relayed by intercom, if applicable.

- Fire alarm will signal evacuation unless inoperable. A bullhorn or messenger will be used if the alarm is not functioning.
- Teachers will direct students to the evacuation area(s). Teachers will be the last person out of the room and will bring their roll books.
- Students: bring phones; line up by class (according to evacuation map) in a straight line during the entire emergency.
- Teachers are to take attendance quickly and return to the front of the line to account for missing students. Implement colored card coding system once attendance is taken.
 - **Green Status Card:** Everyone is ok and accounted for.
 - **Red Status Card:** Missing or extra student(s). Report missing students to administration.
 - **Red Cross on White Status Card:** Medical Attention Needed.
- Return to class only when given the "All Clear" signal.
- Students are not to be released unless instructed to do so by administration.
- Parent staging area should be established and communicated.

Lockdown (Locks, Lights, Out of Sight)

Announcement – “**Lockdown**” will be made over the intercom

- Lock perimeter doors, close and lock all windows, draw blinds, and turn off lights.
- Move away from sight.
- Do not open door.
- Maintain silence; silence cell phones that are on person.
- Take attendance.
- Listen for further instructions.

If students are outside:

- Direct students into any available classroom/indoor location.
- If students scatter and run, let them go.

Lockout (Secure the Perimeter)

Announcement – “**Lockout**” will be made over the intercom

- Bring everyone indoors.
- Lock perimeter doors.
- Increase situational awareness.
- Keep all students/staff in classroom.
- Staff can continue to teach/work in locked classrooms/offices.
- Take attendance.
- Contact school office if staff/students need to use restroom. Admin will confirm with police it is safe to do so prior to authorizing temporary release from class.

Severe Windstorm/Tornado: Announcement will be made over the intercom including words “**SEVERE WINDSTORM**” or “**TORNADO WARNING.**”

- All students remain in classrooms. If students are outside, they should report to class. If this emergency occurs at lunch, all students will go to open rooms (multiuse room, gymnasium).
- Teachers should shut all blinds and drapes. Do not close windows all the way.
- Students should stay away from windows and should turn their backs to them.
- Refrain from touching any downed electrical wires.

Threat of Explosion/Gas Leaks/Aircraft Accident: Announcement will be made over the intercom.

- A Duck and Cover Command will be issued, or evacuation will be ordered with the fire alarm, depending on the situation.
- In the event of gas leak, teachers will be instructed to close all windows and to wait for further instructions.

Emergency Telephone Numbers

From an outside line CALL 911

Stay calm*Speak clearly*State your emergency*Give name/address*Allow dispatcher to direct conversation*Stay on phone

- Emergency: Police/Fire/Sheriff/Medical 911
- Cell Phone Emergency # - Fairfield (707) 428-7373
- Cell Phone Emergency # - Suisun (707) 421-6622
- Cell Phone Dispatch # - Solano County Sheriff (707) 421-7090
- Poison (800) 876-4766
- Gas/Power Failure (800) 743-5000
- Red Cross (707) 429-3131
- Non-emergency Police:
 - Fairfield Police/Fire Dept (707) 428-7300
 - Suisun Police Dept (707) 421-7373
 - TAFB Military Police Desk (707) 424-3293

Fairfield-Suisun Unified School District
Central Office Main Number (707) 399-1201

Tune in to Radio Frequencies for emergency broadcasts:
KUIC 95.3 FM

It is the teacher’s responsibility to ensure these safety procedures are followed. Teachers are required to keep accurate lists of students. Teachers are responsible for the safety of their students. Teachers shall refer to site emergency evacuation plan for designated evacuation locations.

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AGENDA TRANSMITTAL

MEETING DATE: September 19, 2023

CITY AGENDA ITEM: Council/Agency/Authority Approval of the Minutes of the Regular and/or Special Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on September 5, 2023 and September 12, 2023; the Joint City Council/Planning Commission meeting held on August 29, 2023; and the Joint City Council/Suisun City Historic Waterfront Business Improvement District Meeting held on September 12, 2023.

FISCAL IMPACT: None

STRATEGIC PLAN: Provide Good Governance.

BACKGROUND: Pursuant to Government Code 40801, the City Clerk shall keep an accurate record of the proceedings of the City Council meetings. City Council minutes are prepared in a manner consistent with the intent of the Government Code. Minutes provide a record of when and where the meeting took place, type of meeting, and report any action taken, including the vote of each member of the City Council.

STAFF REPORT: The minutes of the City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on September 5, 2023; and the Joint City Council /Planning Commission meeting held on August 29, 2023, are submitted for review and approval.

STAFF RECOMMENDATION: Council/Agency/Authority Approval of the Minutes of the Regular and/or Special Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on September 5, 2023 and September 12, 2023; the Joint City Council/Planning Commission meeting held on August 29, 2023; and the Joint City Council/Suisun City Historic Waterfront Business Improvement District Meeting held on September 12, 2023.

DOCUMENTS ATTACHED:

1. Minutes - August 29, 2023 Special Closed Session Meeting
 2. Minutes - August 29, 2023 Special Joint City Council and Planning Commission Meeting
 3. Minutes - September 5, 2023 Special Closed Session Meeting
 4. Minutes - September 5, 2023 Regular Council-Successor Agency-Housing Authority Meeting
 5. Minutes - September 12, 2023 Special Joint City Council and BID Meeting
 6. Minutes - September 12, 2023 Special Closed Session Meeting
-

| | |
|---------------------|-----------------------------------|
| PREPARED BY: | Anita Skinner, City Clerk |
| REVIEWED BY: | Anita Skinner, City Clerk |
| APPROVED BY: | Kris Lofthus, Deputy City Manager |

ATTACHMENTS:

1. Minutes - August 29, 2023 - Special Closed Session Meeting 5 pm.pdf
2. Minutes - August 29, 2023 - Special City Council and Planning Commission Meeting 6 pm.pdf
3. Minutes - September 5, 2023 - Special Closed Session Meeting 5 pm.pdf
4. Minutes - September 5, 2023 - Regular Council-Successor Agency-Housing Authority Meeting.pdf
5. Minutes - September 12, 2023 - Special Joint City Council and BID Meeting.pdf
6. Minutes - September 12, 2023 - Special Closed Session Meeting 7 pm.pdf

CITY COUNCIL
Alma Hernandez, Mayor
Princess Washington, Mayor Pro Tem
Jenalee Dawson, Member
Marlon L Osum, Member
Amit Pal, Member



CITY COUNCIL MEETING

MINUTES
SPECIAL MEETING OF THE SUISUN CITY COUNCIL
TUESDAY, AUGUST 29, 2023
5:00 PM

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

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

ZOOM MEETING INFORMATION:

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

MEETING ID: 849 7465 3674

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.)*

ROLL CALL

Mayor Hernandez called the meeting to order at 5:03 pm with the following Council Members present:
PRESENT: Dawson, Hernandez, Osum, Pal, Washington
ABSENT: None

CONFLICT OF INTEREST NOTIFICATION None

(Any items on this agenda that might be a conflict of interest to any Councilmembers should be identified at this time.)

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.)

Steve Olry commented the public does not have means to engage with Council due to things being in closed session, seems input is not welcome; why has it taken 3 months to do the City Manager's evaluation; McCoy Creek weeds; SF Chronicle made a big deal of the Flannery Group and it looks like we are aligned with them,

George Guynn commented that Director Bermudez had not done anything to improve code enforcement; haven't resolved city manager evaluation and his contract is up soon, maybe we need to be looking for a new city manager and city attorney.

CLOSED SESSION

Pursuant to California Government Code Section 54950 the Suisun City Council will hold a Closed Session for the Purpose of:

- 1 CONFERENCE WITH LABOR NEGOTIATOR Pursuant to Government Code Section 54957.6

Agency negotiator: City Manager

Employee organizations:

Unrepresented Employees;
Temporary/Part-Time Employees.

- 2 PERSONNEL MATTERS

Pursuant to Government Code Section 54957(b)(1) et seq. the Suisun City Council will hold a Closed Session for the purpose of Public Employee Performance Evaluation: City Manager.

Council entered into Closed Session at 5:11pm.

CONVENE OPEN SESSION

Announcement of Actions Taken, if any, in Closed Session.

ADJOURNMENT

Closed Session ended at 6:02 pm and reconvened at 8:47pm following the joint Planning Commission and Council meeting. There being no further business the continued closed session ended at 10:14pm.

Anita Skinner, City Clerk

CITY COUNCIL AND PLANNING
COMMISSION
Alma Hernandez, Mayor
Princess Washington, Mayor Pro Tem
Jenalee Dawson, Member
Marlon L Osum, Member
Amit Pal, Member



CITY COUNCIL AND PLANNING
COMMISSION MEETING

MINUTES
SPECIAL JOINT MEETING OF THE
SUISUN CITY COUNCIL AND PLANNING COMMISSION
TUESDAY, AUGUST 29, 2023
6:00 PM

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

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

ZOOM MEETING INFORMATION:

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

*MEETING ID: **828 3489 5509***

CALL IN PHONE NUMBER: (707) 438-1720

*REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING BY EMAILING
CLERK@SUISUN.COM (PRIOR TO 5 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. – 805)

(Next City Council Res. No. 2023 – 123)

(Next Suisun City Council Acting as Successor Agency Res. No. SA2023 - 06)

(Next Housing Authority Res. No. HA2023 – 03)

Mayor Hernandez reported the Closed Session adjourned at 6:02pm and one item to report out. She reported on Item #1 regarding Temporary Employees.

ROLL CALL

Mayor Hernandez called the meeting to order at 6:09 pm with the following Commissioners and Council Members present:

PRESENT: Commissioners: Elder, Enault, Tewari, West
Council Members: Dawson, Hernandez, Osum, Pal, Washington
ABSENT: Commissioner Dardon

Pledge of Allegiance was led by Planning Commission Chair Enault.
Invocation was given by City Manager Greg Folsom.

CONFLICT OF INTEREST NOTIFICATION None

(Any items on this agenda that might be a conflict of interest to any Councilmembers / Commissioners should be identified at this time.)

REPORTS (Informational items only.)

- 1 City Manager/Executive Director/Staff.

Mr. Folsom spoke briefly on the identity of the Flannery Group who has been purchasing property surrounding Travis AFB.

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.)

Steve Olry spoke about Council's significant role; mayor's lack of transparency on closed sessions; City of Benicia initiative; Pickering property; weeds in Pintail/McCoy Creek.

Barbara Kamin spoke on the shooting today at 418 Sarah Way that took place at 8am with kids walking to school; believes it is a halfway house; if city can do something to help get them out it would be appreciated.

Michelle Chavez spoke on issues on Humphrey Drive that she has brought before the council at previous meetings but feels the residents are being ignored. She submitted a written email to the council.

George Guynn spoke about council needing to listen to residents; the Flannery group has been buying land since 2019 and if Travis goes Suisun will be gone; project across from Walmart isn't going to help.

Donna LeBlanc thanked Mayor for the bulleted note for the ag meeting today; on line payment fees for water bills is almost 3x higher with the new system and how can we get it lowered to old amount? Homeless evicted from Pickering property but are back and motor home now parked on Blossom; spoke on the businesses leaving Heritage Park Shopping Center; why is there so much garbage on west bound Hwy 12? Are the garbage trucks not covered west bound?

COUNCIL/PLANNING COMMISSION COMMENTS

- 2 Council Updates.

Council Member Dawson-none.

Council Member Pal commented on attending Touro University celebration future medical and teachers in Vallejo; future meeting on code enforcement would be helpful.

Council Member Osum-none

Vice Mayor Washington-thanked Chief Roth for allowing her to accompany him to some of the homeless encampments to better understand the process; thanked John Kearns for taking the time to go over Planning Commission; Attended the screening of Buffalo Soldiers with Council Member Pal and thanked Ms. Knuckles and Commissioner Eddrick for bringing it to Suisun.

Mayor Hernandez stated she and Council Member Dawson attended the Homelessness Regional meeting last week; thanked Chief Roth and City Manager Folsom on how we navigate city ordinances; attended the virtual Senate Committee hearing on agriculture that was talking about the Flannery Group.

3 Planning Commission Comments.

Commission Tewari-none

Commissioner West commented on the training the city provides which is very helpful

Commissioner Elder-Commission training covers a wide range of topics and looks forward to more training in the future

Commissioner Enault thanked STA along with Place Works for putting that on the meeting; and thanked Mayor Hernandez for coordinating with STA.

GENERAL BUSINESS

Joint City Council / Planning Commission

4 City Council and Planning Commission Joint Workshop (Bermudez:jbermudez@suisun.com).

Mr. Folsom gave a presentation and spoke on City Council priorities, Strategic Plan, City Finances on Measure S and new development.

Jim Bermudez Development Services Director who gave a presentation and spoke on Planning Commission Role; City Council Role; Council Appeal Process; General Plan; Housing Element; Solano LAFCO; General Plan Amendment; Zoning Code.

John Kearns, Principal Planner gave a presentation and spoke on California Environmental Quality Act (CEQA); Project Only Discretionary Action; Determining EIR or ND; Good Neighbor Policy; Conditional Use Permits (CUP's) Cannabis Regulatory Program; Parcels and Projects; Vacant Parcels; Development Projects in Planning; Developments under construction.

Elena Gerli, City Attorney gave a presentation and spoke on Legal considerations; Quasi-Judicial; vs Legislative Functions; Ex Parte Communications; PC/CC Interactions.

Council and Commissioners asked clarifying questions.

PUBLIC COMMENTS

George Guynn spoke on Measure S; and projects that don't produce revenue;

Donna LeBlanc is there a plan to urbanize the city? Or friendly home town city; revitalize downtown but what about the other shopping centers? Project approval how does the public appeal? How much weight are you giving to what the residents want when they speak at public meetings?

James Berg to much put on Planning Commission to make decisions; Logistics center and the Flannery group and the city needs to stay clear of this issue; General Plan has too many holes in it; Pickering property easement; Sheldon Plaza vacant lot that is for sale and is zoned Park; commented that certain Planning Commissioners are concerned about being sued if they vote a particular and would like to know the city attorney will back them; Tractor Supply Co. is selling off property remaining property.

Steve Olry thanked Council Members Washington and Osum for steering the conversation towards making money; vision of Suisun is dyer unless council bridges the gap; can't believe Suisun City is standing side by side with Flannery Group; confused with Director Bermudez's report on vacant parcels; need to focus on making money and getting out of debt.

Michelle Chavez important for Planning Commission to hear public comments; glad there are transcripts for the good neighbor meetings; renewal process for Stiizy and the improvements that were supposed to have been done.

Commissioner Elder commented that it was suggested at their training to have a one on one, Commissioner and Council Member and then rotate so they are able to meet with each member.

City Attorney Gerli explained the possible Brown Act concerns with the one on one and will research further.

Vice Mayor Washington would like to create a Focus Plan not for just downtown but for the other shopping centers in town.

Mayor Hernandez commented how do we attract businesses to Suisun; hearing a desire for an art district in downtown and where do those conversations start; how do we start working towards a bigger vision for Suisun;

Vice Mayor Washington create survey asking what type of businesses people would like to have in Suisun. Mayor Hernandez asked if the results of the last survey could be provided to both the Commission and Council.

REPORTS: (Informational items only)

5 Non-Discussion Items.

ADJOURNMENT

There being no further business the meeting was adjourned at 8:37pm and Council would reconvene the continued closed session

The Closed Session ended at 10:14pm.

Anita Skinner, City Clerk

CITY COUNCIL
Alma Hernandez, Mayor
Princess Washington, Mayor Pro Tem
Jenalee Dawson, Member
Marlon L Osum, Member
Amit Pal, Member



CITY COUNCIL MEETING

MINUTES
SPECIAL MEETING OF THE SUISUN CITY COUNCIL
TUESDAY, SEPTEMBER 5, 2023
5:00 PM

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

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

ZOOM MEETING INFORMATION:

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

*MEETING ID: **812 2086 1495***

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.)*

ROLL CALL

Mayor Hernandez called the meeting to order at 5:01pm with the following Council Members present:

PRESENT: Dawson, Osum, Pal, Washington

ABSENT: Pal (arrived at 5:04pm)

CONFLICT OF INTEREST NOTIFICATION None

(Any items on this agenda that might be a conflict of interest to any Councilmembers should be identified at this time.)

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.)

Steve Olry commented on the logistic center and the Flannery Group; concerned about the lack of transparency and the threat to Travis AFB.

George Guynn commented on the Flannery Group; threat to Travis AFB; Mike Day park appraisal; city manager's evaluation.

CLOSED SESSION

Pursuant to California Government Code Section 54950 the Suisun City Council will hold a Closed Session for the Purpose of:

- 1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to California Government Code Section 54956.8
Real Property Identified by a Portion of Assessor's Parcel Number 0032-180-580, Mike Day Park
Negotiating Party: City Manager
Parties Negotiating With: Ashria LLC
Under Negotiations: Terms and payment

- 2 CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to Government Code Section 54957.6
Agency negotiator: City Manager
Employee organizations: Unrepresented Employees.

- 3 PERSONNEL MATTERS
Pursuant to Government Code Section 54957(b)(1) et seq. the Suisun City Council will hold a Closed Session for the purpose of Public Employee Performance Evaluation: City Manager.

Council entered into Closed Session at 5:08pm.

Council Member Pal left closed session due to conflict at 5:11pm and returned at 5:46pm.

CONVENE OPEN SESSION

Announcement of Actions Taken, if any, in Closed Session.

ADJOURNMENT

There being no further business the meeting was adjourned at 7:06pm.

Anita Skinner, City Clerk

CITY COUNCIL
Alma Hernandez, Mayor
Princess Washington, Mayor Pro Tem
Jenalee Dawson, Member
Marlon L Osum, Member
Amit Pal, Member



CITY COUNCIL MEETING

MINUTES

**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 HOUSING AUTHORITY**

TUESDAY, SEPTEMBER 5, 2023

6:30 PM

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

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

ZOOM MEETING INFORMATION:

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

MEETING ID: 824 2234 8254

CALL IN PHONE NUMBER: (707) 438-1720

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CLERK@SUISUN.COM (PRIOR TO 5 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. – 805)

(Next City Council Res. No. 2023 – 123)

Next Suisun City Council Acting as Successor Agency Res. No. SA2023 - 06)

(Next Housing Authority Res. No. HA2023 – 03)

ROLL CALL

Mayor Hernandez called the meeting to order at 7:14pm with the following Council Members present:

PRESENT; Dawson, Hernandez, Osum, Pal, Washington

ABSENT: None

Pledge of Allegiance was led by Council Member Pal.

Invocation was given by City Manager Greg Folsom.

CONFLICT OF INTEREST NOTIFICATION None

(Any items on this 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 – (Folsom: gfolson@suisun.com).
 - Draft EIR for Hwy 12 Logistics Center is available on city website, City Hall and Nelson Center
 - Received a \$60K grant for the ACES program which is the After School Program
 - Ohana Fest will be held September 30 at Harbor Plaza

PRESENTATION/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

- 2 Mayoral and Councilmember Appointments to the Beautification Community Advisory Committee- (Hernandez: ahernandez@suisun.com).

Council Member Dawson appointed Michelle Chavez
Council Member Osum appointed Steve Olry

Mayor Hernandez stated city policy for an appointee to serve on one committee at a time and Mr. Olry currently serves on the Environment Committee. Mr. Olry stated he would resign from the Environment Committee to serve on the Beautification Committee.

Vice Mayor Washington appointed Charles Kingeter
Mayor Hernandez appointed Bonnie Horn
Council Member Pal appointed James Berg

Motion by Vice Mayor Washington to approve appointees and seconded by Council Member Osum. Motion passed by the following vote:

AYES: Dawson, Hernandez, Osum, Pal, Washington

NOES: None

ABSENT: None

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.)

Tom LeBlanc asked if there was a law or ordinance in regards to vagrancy or panhandlers and if so can you provide the information.

Michelle Chavez spoke about the phone app and the ability to make reports to code enforcement and send pictures and thanked Public Works for their immediate response in cleaning up items.

Steve Olry commented he is sad to leave the Environment Committee but looks forward to serving on the new Beautification Committee; reported trash in McCoy Creek and fire hazards along the creek from overgrown weeds; RV next to water tower; zero enforcement is really degrading this community; Flannery Group project and how politicians aren't saying no but all don't want to lose Travis AFB.

George Guynn been on two committees in the past and nothing was said; would like to hear how that standard was changed; lack of volunteers; paying tons of money for salaries and things aren't getting done

Erich Butcher asking for city support on Virgil's Bass Derby, inviting Council; would like to get city behind it; kids fishing day next month.

James Berg thanked council for the appointment to the Beautification Committee; hold off on city land issues until city manager and city attorney are stable; is city still moving forward with the Walters Road logistic center? Two council members received funding from Mr. Nojoomi and should consider removing themselves from decisions on Day Park.

Donna LeBlanc commented on Day Park and if Mayor and Vice Mayor received donations from Mr. Nojoomi, they should remove themselves; Yacht Club is hosting neuroscientists that will be coming in November and like to see a real effort in getting the plaza clean before them come;

Katrina Garcia spoke on the enviro report called Community Resilience Building Workshop report; talked about what is in the report and who worked on it; could it be agenized and create a resilience master plan

Lilia Dardon commented about the inability to get an appointment to have stray cats neutered and asked if there was anything the city could help with; signal at Main and Lotz does not turn green at light for left turns; Thanksgiving Dinner for the community in Fairfield on October 21 between 12:30 and 2:30, sign up at City Church.

COUNCIL COMMENTS

3 Council/Board Member Updates.

Council Member Dawson thanked City Manager for prompt response in scheduling a cleanup at Railroad Avenue; would like to increase code enforcement at mid budget; appreciates Chief Roth giving an update on the homelessness policies; worked with city attorney on policy changes for illegal dumping and updating ordinances at a future meeting.

Council Member Pal asked what can and cannot be said regarding Flannery Group; code enforcement is currently part-time, agrees it should be made full time.

Council Member Osum commented he met with Travis AFB and they pledge support to businesses and restoration efforts for Lawler House, waterfront and old town tour so airman could visit and learn more about Suisun; posters on base; comprehensive business directory; toured base expressed importance of Petersen Road for deliveries to base; other groups interested in buying LH and theater; asking for consensus to have evaluations done; input from businesses, number of businesses have closed and asking for assistance and a priority discussion.

Mayor clarified theater not for sale.

Vice Mayor Washington commented on the Flannery Group, opposes any encroachment on the base and supports orderly growth; hopes the public is not swayed by renderings; attended the Labor Council Union breakfast; thanked everyone for their time and input.

Mayor Hernandez thanked Katrina for the comments on the Resilience Documents; formal recommendation council consider reverting staff time for seeking funding for the design and engineering that is needed to mitigate sea level rise and create a resiliency plan for Suisun City.

Motion made by Mayor Hernandez to approve the recommendation and seconded by Council Member Pal. Motion passed by the following vote:

AYES: Dawson, Hernandez, Osum, Pal, Washington

NOES: None

ABSENT: None

Mayor Hernandez met with FSUSD/STA regarding school tripper and a second Heritage Park pickup has been added along with an adjustment to Wednesday's schedule to adjust for early release.

Homelessness Board meeting and information can be found at www.capsolanojpa.org/agendas.

Flannery Group and a Senate Committee meeting attended virtually; sits on LAFCO Board so will not be making any comments; Flannery Group has reached out and will be scheduling a meeting with all mayors.

CONSENT CALENDAR

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

City Council

- 4 Council Adoption of Resolution No. 2023-123: Identifying the Terms and Conditions for Fire Department Response Away from Their Official Duty Station and Assigned to an Emergency Incident - (Lopez: bllopez@suisun.com).
- 5 Council Adoption of Resolution No. 2023-124: Authorizing the Application for Grant Funds for the Community Resilience Centers Program from the California Strategic Growth Council and Authorizing the City Manager, or Appointed Designee, to Execute Application Related Documents - (Lofthus: klofthus@suisun.com)
- 6 Council Adoption of Resolution No. 2023-125: Approving the Purchase of a Dump Truck - (Vue: nvue@suisun.com).
- 7 Council Adoption of Resolution No. 2023-126: Approving the Purchase of a Heat Design Equipment (HDE) 750 Asphalt Maintenance Trailer - (Vue: nvue@suisun.com).
- 8 Council Adoption of Resolution No. 2023-129: Rejecting the Bid for the 2023 Asphalt Rubber Cape Seal Project - (Vue: nvue@suisun.com).
- 9 Council Adoption of Resolution 2023-127: Rescinding Resolution No's. 2023-78, 2023-120, and 2023-121 and All Prior Proceedings Relating to Annexation No. 17 (Tractor Supply Co.) - (Vue: nvue@suisun.com).
- 10 Council Adoption of Resolution 2023-128: Intention to Annex Territory to Community Facilities District No. 2 (Municipal Services) (CFD No. 2) and to Authorize the Levy of Special Taxes Therein (Tractor Supply Co.) - (Vue: nvue@suisun.com).

- 11 Council/Agency/Authority Approval of the Minutes of the Regular and/or Special Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on August 8, 2023 and August 15, 2023 – (Skinner: clerk@suisun.com).

PUBLIC COMMENTS

ITEM #4

George Guynn spoke about the public not aware of the full details on this item and it should be advertised to the public.

Vice Mayor Washington left dais 8:11pm, returned 8:15.

James Berg commented it would have been nice to read the agreement; don't want to see staff/equipment away; needs more clarity on this item.

ITEM #5

Donna LeBlanc commented glad grant was found to fix up senior center and turning it into a Community Resilience Center is a great idea, hopes it gets done quickly; homeless info available there also.

ITEM 6 & 7

Thank you to Public Works for saving \$100K.

Motion by Mayor Hernandez to approve Consent Calendar with a correction to Item 11 and the adjournment of the closed session and misspoke at the last council meeting council continued the closed session at 8:40pm and adjourned at 10:14pm. Motion seconded by Vice Mayor Washington. Motion passed by the following vote:

AYES: Dawson, Hernandez, Osum, Pal, Washington

NOES: None

ABSENT: None

PUBLIC HEARING

- 12 Council Introduction and Waive Reading of Ordinance No. ____: An Ordinance of the City Council of the City of Suisun City Amending Title 18 (Zoning) of the Suisun City Municipal Code Modifying the Fences and Walls Regulations – (Bermudez: jbermudez@suisun.com) - (Continued to September 19, 2023).

Mayor Hernandez opened Public Hearing.

COMMENTS:

George Guynn commented he attended the Planning Commission meeting when this was discussed; there was no approval from the PC and is concerned as to why it was placed on tonight's agenda.

Steve Olry commented he was also at the meeting also; specific suggestions were made; brought back with additional information.

Lito Santos commented he was in attendance also at the PC meeting and it didn't get approved.

There being no further comments Mayor Hernandez continued the Public Hearing to 9/19/23.

GENERAL BUSINESS

13 Presentation on Homelessness Policies - (Roth: aroth@suisun.com).  

Chief Roth presented report and power point; speaking on homeless and enforcement; existing city ordinances; state law; PD's current homeless response; and future actions.

There were Council questions that were discussed and answered by Chief Roth, Chief Lopez, Director Bermudez and City Attorney Gerli.

Council Member Pal left dais at 8:44pm returned 8:46pm.

PUBLIC COMMENTS

George Guynn commented tax payers are being taxed for homeless programs with no improvements;

Michelle Chavez commented there are campers rotating in and out; real concern with not having enough resources; can we get county or state help.

James Berg thanked council for thinking outside the box; Shelter Solano beds not being used; lack of enforcement falls on City Manager and Mayor; enviro protection acts why aren't we using them;

Donna LeBlanc suggested that when we have a topic like this that after the presentation the public be allowed to speak first and maybe be able to use some of their ideas; with the \$100,000 that was saved by PW, can we use that to get two part-time code enforcement officers.

Steve Olry commented the success/failure of a city falls on the mayors and administration; going to get worse; tonight went in circles

Gabriella asked what are the advocates doing to learn their stories and help get them off the street; what is being done with information being collected; like some of the ideas presented tonight; boats in the marsh not having lights and driving at night.

Lilia Dardon asked can we ask churches to help; can we volunteer for pop up meetings; can porta potties be used; new benches in the waterfront are that are metal and uncomfortable to sleep on; what about stuff left behind; more cameras are needed.

Herbert Dardon commented that businesses be harassed by homeless; two individuals that dock their boats and hang out and dump their trash; dogs off leash; task force of volunteers to advocate resources.

Lito Santos commented city needs to enforce the laws and adopt new ordinances.

Ruth Forney commented it's not just being homeless but also the mental state of struggling; if they had money to pay citations they wouldn't be in this situation; there is no rent control in this area; survey what other cities are doing.

Chief Roth and Attorney Gerli responded to questions.

Council Member Dawson left dais at 9:39pm and returned 9:42pm

There was continued Council discussion.

Consensus on the following:

- City attorney look at Fairfield ordinance
- Rezoning of Harbor Plaza
- Fencing for 30-acre site and placing signage
- Enviro research analysis along the canals
- Staff look at staffing model appropriate for size of Suisun city and funding
- Funding clean-up crew
- Nuisance signage PC 602
- Fencing canals
- Atty to look into 72 hour notice
- What a rezoning process would look like

Council Member Pal excused himself at 10:38 in reference to conflict on rezoning the harbor plaza and returned at 10:40pm.

Mayor Hernandez asked if the Council wishes to Continue past 10:40pm? There was Council consensus to move Item #14 to the next council meeting.

- 14 Discussion and Direction for Issuance of a Request for Proposal (RFP) for City Attorney Services - (Folsom: gfolson@suisun.com).

REPORTS: (Informational items only)

- 15 [Mayoral Update - \(Hernandez: ahernandez@suisun.com\)](#).

- 16 Non-Discussion Items.

ADJOURNMENT

There being no further business the meeting was adjourned at 10:42pm.

Anita Skinner, City Clerk

CITY COUNCIL AND BUSINESS
IMPROVEMENT DISTRICT
Alma Hernandez, Mayor
Princess Washington, Mayor Pro Tem
Jenalee Dawson, Member
Marlon L Osum, Member
Amit Pal, Member



CITY COUNCIL AND BUSINESS
IMPROVEMENT DISTRICT MEETING

MINUTES
SPECIAL JOINT MEETING OF THE SUISUN CITY COUNCIL
AND
SUISUN CITY HISTORIC WATERFRONT BUSINESS IMPROVEMENT DISTRICT
BOARD OF DIRECTORS
TUESDAY, SEPTEMBER 12, 2023
6:00 PM

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

NOTICE

*Pursuant to Government Code Section 54953(b) the following Special Joint City Council and Suisun City Historic Waterfront Business Improvement District Board of Directors meeting includes teleconference participation by:
Boardmember Shelly Kontogiannis, Athenian Grill, 750 Kellogg Street, Suisun City, CA 94585.
Boardmember Megan Smith, Ironwood American Bistro, 203 Main Street, Suisun City, CA 94585
Boardmember Elaine Byers, Edward Jones, 153 Valencia Drive, Fairfield, CA 94533*

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

ZOOM MEETING INFORMATION:

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

MEETING ID: **874 9634 0177**

CALL IN PHONE NUMBER: (707) 438-1720

*REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING BY EMAILING
CLERK@SUISUN.COM (PRIOR TO 5 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.)*

ROLL CALL

Mayor Hernandez called the special joint meeting to order at 6:04pm with the following Council and Board Members present:

PRESENT: Dawson, Hernandez, Osum, Pal, Washington

ABSENT: None

PRESENT: Cole-Rowe, Harter

ABSENT: Byers, Kontogiannis, Smith,

Pledge of Allegiance was led by Board Member Laura Cole-Rowe
Invocation was given by City Manager Greg Folsom.

CONFLICT OF INTEREST NOTIFICATION: None

(Any items on this 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/Business Representatives/Staff.

Deputy City Manager Kris Lofthus reported on the following upcoming events:

- 9/30 – Ohana Festival
- 10/6 – Strategic Plan Workshop at City Hall
- 10/7 – Waterfront Festival
- 10/14 – Cruise and Car Show
- 10/28 - El dia de Los Meurtos

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.)

George Guynn commented on the amount of time being taken to complete the City Manager’s evaluation; amount of payroll being paid out; Tractor Supply Company being allowed to sub-divide remaining property.

Steve Olry thanked staff for the McCoy Creek cleaned up but still a lot of 5’ weeds; water tower now has an RV; at past meetings Wayne Day has brought up a community siren and it isn’t a large investment and could save lives.

City Attorney stated he had further checked and without a quorum of the Historic Waterfront Business Improvement District the meeting could not go forward.

Mayor Hernandez paused the meeting at 6:12pm so attempts could be made to contact an additional member of the BID.

Board Member Cole-Rowe apologized for the lack of quorum.

Due to lack of quorum the meeting was adjourned at 6:22pm.

COUNCIL/BOARDMEMBER COMMENTS

- 2 Council Updates.
- 3 Boardmember Comments.

GENERAL BUSINESS

Joint City Council/Suisun City Historic Waterfront Business Improvement District

- 4 City Council and Suisun City Historic Waterfront Business Improvement District (BID) Joint [Workshop - \(Lofthus: klothus@suisun.com\)](mailto:klothus@suisun.com).

REPORTS: (Informational items only)

- 5 Non-Discussion Items.

ADJOURNMENT

Anita Skinner, City Clerk

CITY COUNCIL
Alma Hernandez, Mayor
Princess Washington, Mayor Pro Tem
Jenalee Dawson, Member
Marlon L Osum, Member
Amit Pal, Member



CITY COUNCIL MEETING

MINUTES
SPECIAL MEETING OF THE SUISUN CITY COUNCIL
TUESDAY, SEPTEMBER 12, 2023
700 PM

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

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

ZOOM MEETING INFORMATION:

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

*MEETING ID: **813 4477 1989***

CALL IN PHONE NUMBER: (707) 438-1720

*REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING BY EMAILING
CLERK@SUISUN.COM (PRIOR TO 5 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.)*

ROLL CALL

Mayor Hernandez called the meeting to order at 7:00pm with the following Council Members present:

PRESENT: Dawson, Hernandez, Osum, Pal, Washington

ABSENT: None

CONFLICT OF INTEREST NOTIFICATION None

(Any items on this agenda that might be a conflict of interest to any Councilmembers should be identified at this time.)

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.)

Steve Olry commented the homeless situation has gone from bad to worse; fire safety has been ignored; weeds in McCoy Creek are still a safety concern.

George Guynn commented the council has opportunities to reduce salaries; roads not fixed, performance issues now is the chance to change or lower salary and the same for city attorney.

James Berg commented evaluation of city manager should have been completed; should maybe consider admin leave without pay; a lot of crime currently happening at the Raley's Shopping Center and maybe the city should be recruiting businesses for the center; 1240 Kellogg Street deal has fallen through and now it is going to be leased out to an unknown.

CLOSED SESSION

Pursuant to California Government Code Section 54950 the Suisun City Council will hold a Closed Session for the Purpose of:

1 PERSONNEL MATTERS

Pursuant to Government Code Section 54957(b)(1) et seq. the Suisun City Council will hold a Closed Session for the purpose of Public Employee Performance Evaluation: City Manager.

Council entered into Closed Session at 7:07pm.

CONVENE OPEN SESSION

Announcement of Actions Taken, if any, in Closed Session.

ADJOURNMENT

There being no further business the meeting was adjourned at 8:41pm.

Anita Skinner, City Clerk

AGENDA TRANSMITTAL

MEETING DATE: September 19, 2023

CITY AGENDA ITEM: Housing Authority Adoption of Resolution No. HA 2023-___: Approving Submittal of the 5-Year Public Housing Agency Plan for 2020-2024 and Authorizing the Executive Director to Execute Certification.

FISCAL IMPACT: None.

STRATEGIC PLAN: Provide Good Governance.

BACKGROUND: The Suisun City Housing Authority (SCHA) is required to submit a 5-Year Public Housing Agency (PHA) Plan every five years according to Federal Regulations Chapter 14 §903. The purpose of this plan is to provide a framework for local accountability and an easily identifiable source by which participants in the Housing Choice Voucher Program and other members of the public may locate basic housing authority policies, rules, and requirements concerning its operations programs and services.

The information items required by HUD in the 5-Year PHA Plan that pertain to the Suisun City Housing Authority are:

- Public Housing Agency Statement of Consistency with the State of California Consolidated Plan;
 - Supporting Documents Available for Review for 5-Year PHA Plans;
 - Mission;
 - Goals and Objectives;
 - Progress Report;
 - Violence Against Women Act (VAWA) Goals;
 - Significant Amendments or Modifications to Previous Plan;
 - Resident Advisory Board (RAB) Comments and PHA decisions made on RAB Recommendations;
 - Form HUD 50077-SL, Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan;
 - Affirmatively Furthering Fair Housing.
-

STAFF REPORT: The Suisun City Housing Authority’s last approved 5-Year PHA Plan covered the period beginning 2015 and ending 2019. Due to the unprecedented circumstances surrounding COVID-19, a new 5-Year PHA Plan beginning 2020 was not approved by the SCHA or submitted to HUD.

Under the direction of the HUD San Francisco Regional Office, SCHA staff prepared the 5-Year PHA Plan covering years 2020 through 2024.

The most significant project under the proposed 5-Year PHA Plan will be the planning and implementation of the Project-Based Voucher Program. Project-basing vouchers is a strategy to preserve and increase affordable housing supply while ensuring long-term affordability. Project-based assistance is tied to specific properties whereas tenant-based assistance can be used at any rental property that accepts Section 8 vouchers. SCHA will request from HUD the ability to utilize the maximum of 20 percent of vouchers under its Annual Contributions Contract for project-based

assistance. An additional ten (10) percent will be requested for persons under Exception Categories as identified by HUD Notice PIH 2017-21 such as homeless or unhoused persons, veterans, or elderly persons or persons with disabilities with supportive services.

Additionally, SCHA plans on affirmatively furthering Fair Housing by partnering with Fairing Housing experts for trainings pertinent to SCHA staff, landlords, and voucher holders. Administrative policies regarding Fair Housing as well as reasonable accommodations for persons with disabilities will be updated.

HUD requires public participation. A 45-day Public Notice about the Plan was published on August 4, 2023, and staff has not received any requests to review the Plan, and no comments have been submitted.

A Resident Advisory Board (RAB), comprised of a cross-section of voucher holders, was selected in August of 2023 to review the draft plan. On September 7, 2023, the RAB convened at Council Chambers to review the draft plan and make suggestions. The committee had no changes or objections to the proposed plans. A summary of the RAB's comments with staff analysis and recommendations can be found in Attachment 3.

Staff has compiled all the necessary information for the 5-Year PHA Plan, compared it with other jurisdictions in Solano County, and found it to be consistent with other jurisdictions.

STAFF RECOMMENDATION: It is recommended that the Authority adopt Resolution No. HA 2023-___: Approving the Certification and Submittal of the 5 Year PHA Plan for 2020-2024 to the U.S. Department of Housing and Urban Development.

DOCUMENTS ATTACHED:

1. Resolution No. HA 2023-___: Approving the Submittal of the 5-Year Public Housing Agency Plan for 2020-2024 and Authorizing the Executive Director to Execute Certification.
 2. Suisun City Housing Authority 5-Year PHA Plan.
 3. Resident Advisory Board Comments, SCHA Narrative and Recommendations
 4. Proof of Publication for Notice of Public Hearing
-

PREPARED BY:

Jason Goltiao, Housing Programs Manager

REVIEWED BY:

Kris Lofthus, Deputy City Manager

APPROVED BY:

Kris Lofthus, Deputy City Manager

ATTACHMENTS:

1. [Resolution Approving the Submittal of the 5-Year Public Housing Agency Plan for 2020-2024 and Authorizing the Executive Director to Execute Certification.pdf](#)
2. [Suisun City Housing Authority 5-Year PHA Plan.pdf](#)
3. [Resident Advisory Board Comments, SCHA Narrative and Recommendations.pdf](#)
4. [Proof of Publication for Notice of PH.pdf](#)

| | | |
|---|---|--|
| 5-Year PHA Plan (for All PHAs) | U.S. Department of Housing and Urban Development Office of Public and Indian Housing | OMB No. 2577-0226 Expires: 03/31/2024 |
|---|---|--|

Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA’s operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA’s mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

Applicability. The **Form HUD-50075-5Y** is to be completed once every 5 PHA fiscal years by all PHAs.

| | |
|-----------|-------------------------|
| A. | PHA Information. |
|-----------|-------------------------|

| | |
|------------|---|
| A.1 | <p>PHA Name: <u>Suisun City Housing Authority</u> PHA Code: <u>CA066</u></p> <p>PHA Plan for Fiscal Year Beginning: (MM/YYYY): <u>07/2020</u> The Five-Year Period of the Plan (i.e. 2019-2023): <u>2020-2024</u> PHA Plan Submission Type: <input checked="" type="checkbox"/> 5-Year Plan Submission <input type="checkbox"/> Revised 5-Year Plan Submission</p> <p>Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information on the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official websites. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.</p> |
|------------|---|

PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below.)

| Participating PHAs | PHA Code | Program(s) in the Consortia | Program(s) not in the Consortia | No. of Units in Each Program | |
|--------------------|----------|-----------------------------|---------------------------------|------------------------------|-----|
| | | | | PH | HCV |
| Lead PHA: | | | | | |
| | | | | | |
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| B. | Plan Elements. Required for <u>all</u> PHAs completing this form. |
| B.1 | <p>Mission. State the PHA’s mission for serving the needs of low-income, very low-income, and extremely low-income families in the PHA’s jurisdiction for the next five years.</p> <p>The mission of the Suisun City Housing Authority is to serve the residents of Suisun City by providing federal Housing Choice Voucher (Section 8) rental assistance to all families, seniors, and individuals that apply for and are eligible for Section 8 rental assistance in a fair, cost effective and timely manner.</p> |
| B.2 | <p>Goals and Objectives. Identify the PHA’s quantifiable goals and objectives that will enable the PHA to serve the needs of low-income, very low-income, and extremely low-income families for the next five years.</p> <p>The SCHA will strive to maintain a 95% to 100% lease up rate.</p> <p>The SCHA will strive to achieve the “High Performer” rating under HUD’s Section Eight Management Assessment Program (SEMAP) annually.</p> <p>Staff will continue to demonstrate applied knowledge of critical components of program guidelines, updated laws, and regulations to ensure compliance, accuracy, and excellent customer service.</p> <p>With the approval from HUD, SCHA will allocate 20% of the Annual Contributions Contract (ACC) authorized units for project-based assistance at new, existing, or rehabilitated projects, with an additional 10% for certain populations as outlined by HUD to preserve and increase affordable housing supply.</p> |
| B.3 | <p>Progress Report. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.</p> <p>SCHA has achieved “Standard” to “High Performer” ratings under HUD’s SEMAP certification program each year during this reporting period.</p> <p>SCHA conducted outreach efforts and offered free trainings to potential landlords to improve the utilization rate.</p> <p>SCHA continued to analyze the Fair Market Rent and payment standards to make vouchers more competitive in the open market and increase lease up rate.</p> |
| B.4 | <p>Violence Against Women Act (VAWA) Goals. Provide a statement of the PHA’s goals, activities, objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking.</p> <p>SCHA adheres to VAWA policies by protecting qualified tenants, participants, applicants, and affiliated individuals, who are victims of domestic violence, dating violence, sexual assault, or stalking from being denied housing assistance, evicted, or terminated from housing assistance based on acts of such violence against them. SCHA advising all new participant households of their VAWA rights prior to admission to the program and affords them every available opportunity to request VAWA protection when their housing is at risk.</p> |
| C. | Other Document and/or Certification Requirements. |
| C.1 | <p>Significant Amendment or Modification. Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan.</p> |
| C.2 | <p>Resident Advisory Board (RAB) Comments.</p> <p>(a) Did the RAB(s) have comments to the 5-Year PHA Plan?</p> <p>Y N <input type="checkbox"/> <input type="checkbox"/></p> <p>(b) If yes, comments must be submitted by the PHA as an attachment to the 5-Year PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.</p> |
| C.3 | <p>Certification by State or Local Officials.</p> <p>Form HUD-50077-SL, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p> |

| | |
|------------|---|
| C.4 | Required Submission for HUD FO Review. (a) Did the public challenge any elements of the Plan? Y N <input type="checkbox"/> <input type="checkbox"/> (b) If yes, include Challenged Elements. |
| D. | Affirmatively Furthering Fair Housing (AFFH). |

DRAFT

D.1

Affirmatively Furthering Fair Housing. (Non-qualified PHAs are only required to complete this section on the Annual PHA Plan. All qualified PHAs must complete this section.)

Provide a statement of the PHA's strategies and actions to achieve fair housing goals outlined in an accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5). Use the chart provided below. (PHAs should add as many goals as necessary to overcome fair housing issues and contributing factors.) Until such time as the PHA is required to submit an AFH, the PHA is not obligated to complete this chart. The PHA will fulfill, nevertheless, the requirements at 24 CFR § 903.7(o) enacted prior to August 17, 2015. See Instructions for further detail on completing this item.

Fair Housing Goal:

Describe fair housing strategies and actions to achieve the goal

To promote Fair Housing, SCHA will partner with groups that address fair housing and civil rights to educate tenants and landlords about new and updated laws regarding tenant rights.

For instance, in 2020, the California legislature expanded the definition of income to include federal, state, and local public assistance and housing subsidies including Section 8. This prohibits landlords from denying an applicant due to their voucher assistance because it would be considered discrimination based on source of income.

SCHA and the City of Suisun City will coordinate with service providers to conduct trainings for landlords and tenants on fair housing laws, rights, and responsibilities and ongoing access to legal counseling.

Fair Housing Goal:

Describe fair housing strategies and actions to achieve the goal

By way of a competitive RFP process, the SCHA will work with developers and owners to preserve or increase affordable housing stock by allocating 20 percent of the ACC authorized vouchers, and potentially an additional 10 percent for vulnerable populations as identified by HUD, for project-based assistance.

After the vouchers are awarded, the SCHA will review and approve the developer/owner's Affirmative Fair Housing Marketing Plan.

Fair Housing Goal:

Describe fair housing strategies and actions to achieve the goal

SCHA will update its reasonable accommodation processes and policies for persons with disabilities to ensure all families who qualify may fully access and utilize housing programs.

Instructions for Preparation of Form HUD-50075-5Y - 5-Year PHA Plan for All PHAs

A. PHA Information. All PHAs must complete this section. (24 CFR § 903.4)

- A.1** Include the full **PHA Name**, **PHA Code**, **PHA Fiscal Year Beginning** (MM/YYYY), **Five-Year Period** that the Plan covers, i.e. 2019-2023, **PHA Plan Submission Type**, and the **Availability of Information**, specific location(s) of all information relevant to the hearing and proposed PHA Plan.

PHA Consortia: Check box if submitting a Joint PHA Plan and complete the table.

B. Plan Elements.

- B.1 Mission.** State the PHA’s mission for serving the needs of low- income, very low- income, and extremely low- income families in the PHA’s jurisdiction for the next five years. ([24 CFR § 903.6\(a\)\(1\)](#))
- B.2 Goals and Objectives.** Identify the PHA’s quantifiable goals and objectives that will enable the PHA to serve the needs of low- income, very low- income, and extremely low- income families for the next five years. ([24 CFR § 903.6\(b\)\(1\)](#))
- B.3 Progress Report.** Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5- Year Plan. ([24 CFR § 903.6\(b\)\(2\)](#))
- B.4 Violence Against Women Act (VAWA) Goals.** Provide a statement of the PHA’s goals, activities objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking. ([24 CFR § 903.6\(a\)\(3\)](#)).

C. Other Document and/or Certification Requirements.

C.1 Significant Amendment or Modification. Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan. For modifications resulting from the Rental Assistance Demonstration (RAD) program, refer to the ‘Sample PHA Plan Amendment’ found in Notice PIH-2012-32, REV 2.

C.2 Resident Advisory Board (RAB) comments.

- (a) Did the public or RAB have comments?
- (b) If yes, submit comments as an attachment to the Plan and describe the analysis of the comments and the PHA’s decision made on these recommendations. ([24 CFR § 903.17\(b\)](#), [24 CFR § 903.19](#))

C.3 Certification by State or Local Officials.

[Form HUD-50077-SL](#), *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan.

C.4 Required Submission for HUD FO Review.

Challenged Elements.

- (a) Did the public challenge any elements of the Plan?
- (b) If yes, include such information as an attachment to the Annual PHA Plan or 5-Year PHA Plan with a description of any challenges to Plan elements, the source of the challenge, and the PHA’s response to the public.

D. Affirmatively Furthering Fair Housing.

(Non-qualified PHAs are only required to complete this section on the Annual PHA Plan. All qualified PHAs must complete this section.)

D.1 Affirmatively Furthering Fair Housing. The PHA will use the answer blocks in item D.1 to provide a statement of its strategies and actions to implement each fair housing goal outlined in its accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5) that states, in relevant part: “To implement goals and priorities in an AFH, strategies and actions shall be included in program participants’ ... PHA Plans (including any plans incorporated therein) Strategies and actions must affirmatively further fair housing” Use the chart provided to specify each fair housing goal from the PHA’s AFH for which the PHA is the responsible program participant – whether the AFH was prepared solely by the PHA, jointly with one or more other PHAs, or in collaboration with a state or local jurisdiction – and specify the fair housing strategies and actions to be implemented by the PHA during the period covered by this PHA Plan. If there are more than three fair housing goals, add answer blocks as necessary.

Until such time as the PHA is required to submit an AFH, the PHA will not have to complete section D.; nevertheless, the PHA will address its obligation to affirmatively further fair housing in part by fulfilling the requirements at 24 CFR 903.7(o)(3) enacted prior to August 17, 2015, which means that it examines its own programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction’s initiatives to affirmatively further fair housing that require the PHA’s involvement; and maintain records reflecting these analyses and actions. Furthermore, under Section 5A(d)(15) of the U.S. Housing Act of 1937, as amended, a PHA must submit a civil rights certification with its Annual PHA Plan, which is described at 24 CFR 903.7(o)(1) except for qualified PHAs who submit the Form HUD-50077-CR as a standalone document.

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year PHA Plan. The 5-Year PHA Plan provides the PHA’s mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families and the progress made in meeting the goals and objectives described in the previous 5-Year Plan.

Public reporting burden for this information collection is estimated to average 1.64 hours per year per response or 8.2 hours per response every five years, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

**SUISUN CITY HOUSING AUTHORITY
RESIDENT ADVISORY BOARD MEETING
Discussion: 5-Year PHA Plan**

Thursday, September 7, 2023

Location: Council Chambers

Staff: Jason Goltiao, Housing Programs Manager

RAB Members: Ca. Ga, Sh. Mi., Cy. Wa., Te. Ev.

Meeting Start: 6:05 p.m.

Staff gave summary of PHA Plan.

Summary of Feedback

No objections in draft Plan. Positive comments for project-based assistance.

Stressed need for excellent customer service in goal regarding staff and applied knowledge.

Would like to see increase in open office hours.

Would like to see SCHA pursue other resources such as first-time homebuyers, emergency vouchers, deposit assistance.

Staff Analysis and Recommendation

Staff heard concerns from voucher holders and reassured them that excellent customer service was and is a point of emphasis for SCHA staff.

Staff is currently reassessing open office hours, and it is captured under excellent customer service.

Given the limited time remaining on the 5-Year PHA Plan and the feasibility in obtaining additional funding, staff recommends researching other resources at the next cycle.

Meeting End: 6:58 p.m.

**PROOF OF PUBLICATION
(2015.5 C.C.P.)**

**STATE OF CALIFORNIA
County of Solano**

I am a citizen of the United States and a resident of Solano County. I am over the age of eighteen years and not a party to, or interested in, this Legal or Public Notice matter, I am the principal Legal Advertising Clerk for the

**DAILY REPUBLIC
1250 Texas Street
P.O. Box 47
Fairfield, CA 94533**

a newspaper of general circulation printed and published mornings, daily and Sunday, in the City of Fairfield, County of Solano, which has been adjudged a newspaper of general circulation by the Superior Court of the County of Solano, State of California, Case Number 25875, on June 30, 1952.

I certify under penalty of perjury that the attached Legal or Public Notice has been published in each regular and entire issue of the Daily Republic, and not in any supplement, on the following date(s):

_____ August 4,
in the year: _____ 2023

By: _____ 

Connie Stinson, Legal Advertising Clerk /

Date: _____ August 4, 2023

This Space For Filing Stamp

NOTICE OF PUBLIC HEARING

**HOUSING AUTHORITY OF THE CITY OF SUISUN CITY
FIVE-YEAR PUBLIC HOUSING AGENCY PLAN**

The Housing Authority (HA) of the City of Suisun City is required by the U.S. Department of Housing and Urban Development (HUD) to prepare a Five-Year Public Housing Agency Plan for its Housing Choice Voucher Program commonly known as Section 8. The HA plans to utilize a percentage of HUD-approved vouchers under project-based assistance. A draft of this document is available for review at the Housing Authority Office, City Hall, 701 Civic Center Boulevard, Suisun City.

NOTICE IS HEREBY GIVEN that the Housing Authority of the City of Suisun City will hold a public hearing to approve a Five-Year Public Housing Agency Plan for its Housing Choice Voucher Program commonly known as Section 8. The public hearing will take place at a regular meeting of the Housing Authority on **Tuesday, September 19, 2023**, at **6:30 p.m.**, or as soon thereafter as the matter can be heard, at the **Suisun City Council Chambers, 701 Civic Center Boulevard, Suisun City, California**. All interested parties are invited to attend and comment on the proposed document. Written or verbal comments may also be submitted until September 19, 2023, at 5:00 pm, to: Jason Goltiao, Housing Programs Manager, telephone: (707) 421-7332 or email: jgoltiao@suisun.com.

If you have any questions concerning this public notice, please contact the Housing Programs Manager.
DR#00065134
Published: August 4, 2023

AGENDA TRANSMITTAL

MEETING DATE: September 19, 2023

CITY AGENDA ITEM: Council Consideration and Introduction of Ordinance No. __: An Ordinance of the City Council of the City of Suisun City Amending Title 18 (Zoning) of the Suisun City Municipal Code Modifying the Fences and Walls Regulations Chapter 18.34 – Fences and Walls and Finding of Exemption from the California Environmental Quality Act (CEQA) (Continued from September 5, 2023).

FISCAL IMPACT: There is no fiscal impact to the General Fund with the approval of the item.

STRATEGIC PLAN: Provide Good Governance, Section 4.7 - Improve productivity, efficiency, customer service, and citizen satisfaction in all areas of municipal organization.

BACKGROUND: The City continues to address vacant property challenges such as the deposit of junk on the property, litter populating on the property, homeless issues, and overall owner awareness of property owner responsibility to maintain and adequately secure their property. When considering options to address this situation, staff determined that one area that could mitigate some of these issues is the installation of chain-link fencing around the perimeter of properties. After carefully examining the City’s fence regulations, staff determined the current code language regarding the use of chain-link fencing needs reexamination to distinguish when chain-link fencing would be a suitable use on private property.

The City’s current regulations state that chain-link fencing is prohibited in any zoning district per a footnote in Table 18.34.01 – Height Limits by Zoning District. Additionally, the fence and wall regulations state that chain-link may not be installed in the front yard of residential uses in residential zoning districts. Should the City consider chain-link fencing an appropriate use on private property, staff would need to consider some modifications to the existing regulations. Specifically, creating new chain-link fencing regulations for commercial property and ensuring the Zoning Ordinance is consistent when considering the use of chain-link fencing throughout all zoning districts.

On August 22, 2023, the Planning Commission conducted a public hearing to consider the proposed fence and wall ordinance. During the hearing, members of the public provided their comments on the ordinance. After thorough discussion and deliberation, the Commission took a vote on the ordinance. However, no decision was made due to a tie vote of 2-2, with the Chair absent. Following the vote, the staff and the Commission held further discussions to determine if any reasonable modifications could be made to the ordinance to reconsider the Commission's action. However, it was concluded that no further discussion was necessary, and the ordinance would be forwarded to the City Council for consideration.

STAFF REPORT: The City’s current regulations state that chain-link fencing is prohibited in any zoning district. Chain-link fencing is usually made of metal consisting of loops of wire interconnected in a series of joined links. When considering a zoning approach to establish a pathway allowing chain-link fencing in the City, staff determined that regulations should fit the following three classifications: Residential, Commercial/Industrial, and Waterfront District Specific Plan.

Residential

The current fence regulations clearly state that chain-link fencing is prohibited within residential zoning districts. Complicating the provision are additional regulations prohibiting front yard installation but no further discussion regarding rear yard and side yard installation. The code will be revised to ensure chain-link fencing on developed and vacant residential properties will be prohibited in front, side, and rear yards.

Commercial/Industrial

Current fence regulations prohibit the permanent installation of chain-link fencing on commercial and industrial-zoned property, with exceptions granted to secure construction projects and to screen contractors’ yards or similar uses. The proposed amendments would permit chain-link fencing on vacant commercial and industrial-zoned property to be placed on the perimeter boundary of the property at a maximum height of six feet. Chain-link fencing will continue to be permitted for construction projects and contractor yards.

Waterfront District Specific Plan

The Waterfront District Specific Plan prohibits chain-link fencing in all districts. With a mixture of residential and commercial uses in the plan area and given the dense urban environment, chain-link fencing could create a displeasing aesthetic for businesses and visitors to the downtown. After carefully considering the need to secure vacant property for safety and security purposes, staff determined that focused regulations are necessary within the downtown area. The proposed amendments will allow chain-link fencing for vacant commercial/mixed-use properties in the specific plan area and cannot exceed six feet in height and must be placed on the property's perimeter. All chain-link fencing within the district shall include a green color mesh screen to be maintained appropriately. Like residential uses outside of the plan area, chain-link fencing shall be prohibited on residential property.

Zoning Ordinance Amendments

The Suisun City Municipal Code Chapter 18.34 – Fences and Walls is amended in the following strike through, or bold double underscore amended (new) text in the following table and sections below:

| Zone | Location | Height | Materials |
|----------------------|--|--|--|
| RL, RM ₂ | Front yard | 3ft. max. if solid 4 ft max if 50% or more open | Metal, wood, hedge, stucco. Stone and brick permitted for posts. |
| | Side yard | 6 ft. max if 5ft setback provided 3 ft. max if within 5 ft. setback 6 ft. max. on interior side yard | Metal, wood, hedge, stucco. Stone and brick permitted for posts. |
| | Rear yard | 6 ft. max | Wood |
| RH1, RH2, <u>RMU</u> | Perimeter | 6 ft. max | Metal, wood |
| | Service areas | 6 ft. max | Metal, masonry, concrete block, brick |
| <u>RMU, CMU</u> | <u>Residential use defined by RL, Commercial uses defined by CR</u> | | |

| | | | |
|-------------------------|--|-------------------------|---------------------------------------|
| CR, CSF, CMU , O | | | |
| | Front yard | Not permitted | |
| | Side yard | Not permitted | |
| | Rear yard | Not permitted | |
| | Service Areas | 8 ft. max storage areas | Metal, masonry, concrete block, brick |
| APS | Residential uses defined by RL. Commercial uses defined by CR. | | |
| OS, P | To demarcate use areas 3 ft. max. | | |
| | Service areas | 6 ft. max. | Metal, masonry, concrete block, brick |
| | To demarcate use | 3 ft. max | Hedge, wood, brick, stone, stucco |
| | Service areas | 6 ft. max | Metal, masonry, concrete block, brick |

1. Chain link fence is not permitted in any **residential** district.
2. Fencing for front and corner side yards in single-family residential districts, and perimeter fencing in multi-family residential districts (other than soundwalls) must be permeable to allow visibility into the yard from exterior vantage points to promote security. Permeable fencing must be a minimum of 50 percent open. Refer also to standards for specific conditions in Section 18.34.050 and soundwall standards in Section 18.34.060
3. Refer also to Section 18.34.020 for fences and walls around storage areas and Section 18.34.030 for requirements for outdoor sales, storage, or rental lots.
4. **Refer to Chapter 18.34.050 (E) for chain link fence standards.**

STAFF RECOMMENDATION: This ordinance amendment is categorically exempt from environmental review under Section 15061 (b)(3) of the State CEQA Guidelines. The proposed text amendments are covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

The objective of permitting chain-link fencing in key areas of the City is to provide an opportunity for private property owners to secure and maintain vacant properties. While the proposed regulations are a step towards voluntarily permitting chain-link fences, the proposed regulations do not require all vacant properties to be secure by installing chain-link fencing. It is not to say this is not an area to consider, but when evaluating the cost to fence a site and staff time to enforce such a requirement, staff determined additional time is needed to assess whether revised code regulations now permitting chain-link fences would spur property owners to voluntarily bare the expense and secure vacant property. Staff is recommending that the City Council approve the proposed ordinance amendment.

DOCUMENTS ATTACHED:

1. Ordinance No. ____: An Ordinance of the City Council of the City of Suisun City, California, Approving a Zoning Text Amendment Amending Title 18 (Zoning) of the Municipal Code of the City of Suisun City Modifying the Fences and Walls Regulations (Suisun City Municipal Code Chapter 18.34 – Fences and Walls)
2. PowerPoint Presentation

PREPARED BY:

Jim Bermudez, Development Services Director

REVIEWED BY:

Kris Lofthus, Deputy City Manager

APPROVED BY:

Kris Lofthus, Deputy City Manager

ATTACHMENTS:

1. [Ordinance Approving a Zoning Text Amendment Amending Title 18 \(Zoning\) of the Municipal Code of the City of Suisun City Modifying the Fences and Walls Regulation.pdf](#)
2. [PowerPoint Presentation.pdf](#)

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY, CALIFORNIA, AMENDING TITLE 18 (ZONING) OF THE SUISUN CITY MUNICIPAL CODE OF THE CITY OF SUISUN CITY MODIFYING THE FENCES AND WALLS REGULATIONS CHAPTER 18.34 – FENCES AND WALLS AND FINDING OF EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

WHEREAS, Section 1.01.050 of the Suisun City Municipal Code provides for amendments to the Suisun City Municipal Code by the City Council; and

WHEREAS, Title 18, Chapter 18.82 – Amendments of the Suisun City Municipal Code provides for the amendment of the Title by changing the text whenever the public necessity, convenience, or general welfare requires such amendment; and

WHEREAS, this proposed Zoning Ordinance amendment was considered by the Planning Commission of the City of Suisun City at its regular meeting of August 22, 2023; and

WHEREAS, the Planning Commission on August 22, 2023, acted on the proposed amendment and voted 2-2 with the Chair absent; and

WHEREAS, the split vote represents no recommended action by the Planning Commission and now is considered by the Council; and

WHEREAS, a public notice describing the proposed amendments to the Suisun City Zoning Ordinance relative to Title 18 was published in the Daily Republic, a newspaper of general circulation, in accordance with 6061 or the California Government Code; and

WHEREAS, on September 5, 2023, the Council continued this item to a date certain of September 19, 2023.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUISUN CITY, CALIFORNIA DOES ORDAIN AS FOLLOWS:

1 **SECTION 1.** The City Council hereby recommends that approval of the proposed
 2 changes to the text of the Suisun City Municipal Code amending Chapter 18.34 Fences and
 3 Walls which are shown by strike-through, or bold double underscore amended (new) text and
 4 hereby to read as follows:

5

6 Table 18.34.01 Height Limits by Zoning District

| 7 Zone | 8 Location | 9 Height | 10 Materials ¹ |
|---|--|---|---|
| 11 RL, RM ² | 12 Front yard | 13 3 ft. max. if solid 4 ft. 14 max if 50% or more 15 open | 16 Metal, wood, hedge, 17 stucco. Stone and 18 brick permitted for 19 posts. |
| | 20 Side yard | 21 6 ft. max if 5 ft. 22 setback provided 3 ft. 23 max. if within 5 ft. 24 setback 6 ft. max. on 25 interior side yard | 26 Metal, wood, hedge, 27 stucco. Stone and 28 brick permitted for posts. |
| | 29 Rear yard | 30 6 ft. max. | 31 Wood |
| 32 RH1, RH2 ² , <u>RMU</u> | 33 Perimeter | 34 6 ft. max. | 35 Metal, wood |
| | 36 Service areas | 37 6 ft. max. | 38 Metal, masonry, 39 concrete block, brick |
| 40 <u>RMU, CMU</u> | 41 Residential use defined by RL, Commercial uses 42 defined by CR | | 43 — |
| 44 CR, CSF, <u>CMU</u> , O | | | |
| | 45 Front yard | 46 Not permitted ⁴ | |
| | 47 Side yard | 48 Not permitted ⁴ | |
| | 49 Rear yard | 50 Not Permitted ⁴ | |

| | | | | |
|----|-------|---|--------------------------------------|---------------------------------------|
| 1 | | Service areas | 8 ft. max storage areas ⁴ | Metal, masonry, concrete block, brick |
| 2 | | | | |
| 3 | APS | Residential uses defined by RL, Commercial uses defined by CR | | |
| 4 | OS, P | To demarcate use areas 3 ft. max. | | |
| 5 | | Service areas | 6 ft. max. | Metal, masonry, concrete block, brick |
| 6 | | | | |
| 7 | PQP | To demarcate use areas | 3 ft. max | Hedge, wood, brick, stone, stucco |
| 8 | | | | |
| 9 | | Service areas | 6 ft. max. | Metal, masonry, concrete block, brick |
| 10 | | | | |

- 1 Chain link fence is not permitted in any **residential** district.
- 2 Fencing for front and corner side yards in single-family residential districts, and perimeter fencing in multi-family districts (other than soundwalls) must be permeable to allow visibility into the yard from exterior vantage points to promote security. Permeable fencing must be a minimum of 50 percent open. Refer also to standards for specific conditions in Section 18.34.050 and soundwall standards in Section 18.34.060.
- 3 Refer also to Section 18.34.020 for fences and walls around storage areas and Section 18.34.030 for requirements for outdoor sales, storage, or rental lots.
4. **Refer to Chapter 18.34.050 (E) chain-link fence standards**

18.34.050 – Other fence and wall standards.

D. Chain-link fences are not permitted in front, side, and rear yard residential districts.

E. Chain-link fences are permitted on vacant commercial district properties. The following development criteria shall be met:

1. **Fences shall be placed on the perimeter of the property.**
2. **Fences shall not exceed six (6) feet in height.**
3. **If property is subdivided and a remainder portion of the property remains vacant, a chain-link fence is permitted.**

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F. Chain-link fences are permitted on vacant commercial/mixed use Waterfront District Specific Plan properties. The following development criteria shall be met:

- 1. Fences shall be placed on the perimeter of the property.**
- 2. Fences shall not exceed six (6) feet in height.**
- 3. A green color mesh shall be attached to the fence and placed around the entire perimeter of the property.**

18.34.070 - Prohibited materials.

It is unlawful to erect any electrically charged fence or any fence composed of barbed wire, razor wire or other material which is designed to cause injury upon contact on or adjacent to any residential use regardless of the underlying zoning. ~~Chain link fences may not be constructed after passage of the ordinance from which this title is derived in the front or reducible front yard of residential uses and residential zoning districts.~~

SECTION 2. This ordinance amendment is categorically exempt from environmental review under Section 15061 (b)(3) of the State CEQA Guidelines. The proposed text amendments are covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 3. This Ordinance shall be in full force and effect thirty (30) days after its adoption following second reading.

SECTION 4. The City Clerk is hereby authorized and directed to certify as the passage of this Ordinance and to give notice thereof by causing copies of this Ordinance to be posted in three public places throughout the City, or published in a county newspaper that is circulated in the City, within 15 days after its passage, there being no newspaper of general circulation printed and published within the City.

1 **PASSED, APPROVED, AND ADOPTED** at a regular meeting of the City Council
2 of the City of Suisun City, California, on this ____ day of _____ 2023.

3
4
5 _____
6 Alma Hernandez,
7 Mayor

8 ATTEST:

9
10 _____
11 Anita Skinner,
12 City Clerk

13 **CERTIFICATION**

14 I, Anita Skinner, City Clerk of the City of Suisun City and ex-officio Clerk of the City
15 Council of said City, do hereby certify that the above and foregoing ordinance was introduced
16 at a regular meeting of the said City Council held on Tuesday, _____, 2022, and regularly
17 passed and adopted at a regular meeting of said City Council held on Tuesday, _____,
18 2022, by the following vote:

19 **AYES:** Councilmembers:
20 **NOES:** Councilmembers:
21 **ABSENT:** Councilmembers:
22 **ABSTAIN:** Councilmembers:

23 **WITNESS** my hand and the seal of said City this ____ day of _____ 2023.

24 _____
25 Anita Skinner,
26 City Clerk

FENCE ORDINANCE AMENDMENT

City Council – Suisun City
September 19, 2023

1

Objective

- ✓ Amending and Clarifying – Chain Link Fencing
- ✓ Properties – Residential and Commercial
- ✓ Private Property Owners

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2



Lead up to amendment

- Vacant property challenges
- Current Zoning Prohibits in most areas (zones)
- Private property options
- Planning Commission decision

3



Current and Proposed Changes

- Residential Zoning – Prohibited
- Commercial/Industrial – Permitted
- Waterfront District Specific Plan - Permitted

4



City Council Action

1. Public Hearing
2. Find the project exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 (b)(3)
3. Council Consideration and Introduction of Ordinance No. __: An Ordinance of the City Council of the City of Suisun City Amending Title 18 (Zoning) of the Suisun City Municipal Code Modifying the Fences and Walls Regulations (Continued from September 5, 2023)