

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



CITY COUNCIL MEETING

A G E N D A
REGULAR MEETING OF THE SUISUN CITY COUNCIL,
SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY,
AND SUISUN CITY HOUSING AUTHORITY
TUESDAY, AUGUST 13, 2024
5:00 PM

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

5:00 P.M. CLOSED SESSION
6:30 P.M. REGULAR MEETING

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

ZOOM MEETING INFORMATION:
WEBSITE: <https://zoom.us/join>
MEETING ID: 825 4747 4591
CALL IN PHONE NUMBER: (707) 438-1720

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

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

(Next Ord. No. – 810)
(Next City Council Res. No. 2024 – 103)
(Next Suisun City Council Acting as Successor Agency Res. No. SA2024 – 02)
(Next Housing Authority Res. No. HA2024 – 02)

5:00 P.M CLOSED SESSION

CALL TO ORDER

Mayor Hernandez

ROLL CALL

Council / Board Members

CONFLICT OF INTEREST NOTIFICATION

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

PUBLIC COMMENT CLOSED SESSION

(In accordance with Section 54956(a), public comments are limited to items on this closed session agenda, and 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 comment period.)

RECESS TO CLOSED SESSION (City Manager Conference Room, City Hall)

CLOSED SESSION

Pursuant to California Government Code Section 54950 the Suisun City Council will hold a Closed Session for the Purpose of:

Suisun City Council Acting as Successor Agency

1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

A closed session will be held, pursuant to Government Code Section 54956.8, to conduct Negotiations regarding Real Property identified by APN 0032-141-130, located at 718 Main Street.

Agency Negotiator: City Manager, Bret Prebula

Subject: Price and Terms of Payment

Parties Negotiating with: To Be Determined

City Council

2. CONFERENCE WITH LABOR NEGOTIATOR

A Closed Session will be held, Pursuant to Government Code Section 54957.6, to Conduct Labor Negotiations among:

Agency Negotiator: City Manager, Bret Prebula

Employee Organizations:

Suisun City Management and Professional Employees’ Association;

Suisun City Professional Firefighters' Association;

Suisun City Employees’ Association.

3. PERSONNEL MATTERS

A Closed Session will be held, Pursuant to Government Code Sections 54957(b)(1) and 54954.5(e), to consider the position of City Attorney.

4. PERSONNEL MATTERS

A Closed Session will be held, Pursuant to Government Code Sections 54957(b)(1) and 54954.5(e), to conduct an employee performance evaluation for the position of City Manager.

6:30 RECONVENE OPEN SESSION

CALL TO ORDER

Mayor Hernandez

ROLL CALL

Council / Board Members

PLEDGE OF ALLEGIANCE

INVOCATION

CLOSED SESSION REPORT

Announcement of Actions Taken, if any in Closed Session.

APPROVAL OF REORDERING OF AGENDA

CONFLICT OF INTEREST NOTIFICATION

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

REPORTS (Informational items only.)

- 5. City Manager Update - (Prebula: bprebula@suisun.com).
- 6. City Attorney Report - (Taylor/Andrews).

PUBLIC COMMENT

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

PRESENTATIONS/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

- 7. Mayoral Appointment to the Environment & Climate Advisory Committee - (Hernandez: ahernandez@suisun.com).

COUNCIL COMMENTS

- 8. Council/Board Member Updates.

CONSENT CALENDAR

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

City Council

- 9. Council Adoption of Resolution No. 2024-___: Authorizing the City Manager to Terminate the Existing Construction Contract with GradeTech, Inc. and to Enter into a Construction Contract on the City’s Behalf with Suulutaaq, Inc. for the Green Stormwater Infrastructure Project - (Vue: nvue@suisun.com).

10. Council Consideration of a Professional Services Contract Agreement for Support Services in Completing a Final Draft Franchise Agreement - (Vue: nvue@suisun.com):
 - a. Council Adoption of Resolution No. 2024-___: Adopting the 2nd Amendment to the Annual Appropriation Resolution No. 2024-87 to Appropriate Funds for the Contract with R3 Consulting Group, Inc.
 - b. Council Adoption of Resolution No. 2024-___: Authorizing the City Manager to Execute a Professional Services Contract Agreement on the City's Behalf with R3 Consulting Group, Inc.
11. Council Adoption of Resolution No. 2024-___: Authorizing the City Manager to Execute Contract Amendment No. 3 on the City's Behalf with David Wade and Associates to Process the Development Application for the Suisun Logistics Center Project - (Bermudez: jbermudez@suisun.com).
12. Council Adoption of Resolution No. 2024-___: Authorizing the City Manager to Execute a Contract Amendment on the City's Behalf with David Wade and Associates to Process the Development Application for the Highway 12 Logistics Center Project - (Bermudez: jbermudez@suisun.com).
13. Council Adoption of Resolution No. 2024-___: Amending and Restating the Schedule of Salary and Benefits for Unrepresented and Executive Management Employees - (Penland: cpenland@suisun.com).
14. Council Adoption of Resolution No. 2024-___: Amending the Citywide Salary Schedule to Implement a 4% Base Wage Adjustment for the Classifications and Incumbent Employees in the Development Services Director, Recreation, Parks and Marina Director, and Human Resources Administrator Classifications - (Penland: cpenland@suisun.com).
15. Council Adoption of Resolution No. 2024-___: Authorizing the Payment of Stipends and Benefits to Volunteer Firefighters Retroactive to July 2019 and Going Forward - (Penland: cpenland@suisun.com).
16. Council Adoption of Resolution No. 2024-___: Approving and Authorizing the City Manager to Enter into an Agreement with Team CivX, LLC, for Consulting Services to Assess the Feasibility of a Ballot Measure and Provide Additional Services as Needed Related to the November 2024 Ballot Measure - (Prebula: bprebula@suisun.com).
17. Council Authorization for the Recommendation to Allow Free Rides on the Suisun Microtransit Fixed Route known as the School Tripper for the Remainder of August - (Solano Transportation Authority).

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

18. City Council/Successor Agency/Housing Authority Approval of the Minutes of the Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on June 18, 2024 – (Skinner: clerk@suisun.com).

PUBLIC HEARING - NONE

GENERAL BUSINESS - NONE

REPORTS: (Informational items only)

19. 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.

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AGENDA TRANSMITTAL

MEETING DATE: August 13, 2024

AGENDA ITEM: Council Adoption of Resolution No. 2024-___: Authorizing the City Manager to Terminate the Existing Construction Contract with GradeTech, Inc. and to Enter into a Construction Contract on the City’s Behalf with Suulutaaq, Inc. for the Green Stormwater Infrastructure Project.

FISCAL IMPACT: The construction of the Green Stormwater Infrastructure Project (Project) will have no fiscal impact on the General Fund. Caltrans has allocated \$893,270 to fully fund the design and construction of the Project. No local matching funds are required. A total of \$768,000 has been allocated by Caltrans for the construction phase of the Project. Suulutaaq’s bid amount was \$662,246 and when this is coupled with a contingency of approximately 16% (\$105,754) the total amount (\$768,000) is equal to the funding amount allocated for construction by Caltrans.

STRATEGIC PLAN: Provide Good Governance and Enhance the Environment.

BACKGROUND: On November 19, 2015, the City of Suisun City, along with 75 other municipalities and districts within the San Francisco Bay, were issued the Municipal Regional Stormwater Permit (MRP). This Permit mandates municipal agencies to manage stormwater runoff to address water quality and flow-related impacts through public education, targeted pollutant reduction strategies, projects, and monitoring.

The City’s Project is integral to its Green Stormwater Infrastructure Plan and is required by the MRP. Project goals include reducing trash entering the Suisun Marsh and San Francisco Bay ecosystems, improving stormwater quality, and enhancing the aesthetic appeal of the gateway to the Historic Waterfront District. The Project will feature a green stormwater infrastructure element and full trash capture devices.

The existing Park & Ride Lot and its surrounding drainage area cover approximately 3.65 acres. The site currently includes narrow landscaped islands between parking bays and conventional drainage infrastructure such as curbs, gutters, and curb inlets directing runoff into the storm drain system. The lot slopes towards a drainage ditch along its eastern perimeter, which currently consists of non-native grasses, bare earth, and rock. This area will be transformed into a bioretention facility designed to slow and treat runoff from the parking lot and adjacent off-ramp from Highway 12.

Located within Caltrans’ right-of-way, the Project will be implemented in collaboration with Caltrans District 4. Caltrans has committed up to \$893,270 to fully fund the design and construction of the Project.

STAFF REPORT: The construction bid documents for the Project were advertised in the Daily Republic newspaper on June 30, 2023, and July 7, 2023, with bids submission being August 16, 2023, at 2:00pm. Following the deadline, six (6) bids were received and promptly opened. Prior to the bid opening, it was communicated to contractors that the contract award would be based on a budget of \$695,000, which includes a 10% contingency for unforeseen expenses.

The bid documents specified that if bids for the base project plus two (2) additive alternates exceed the City's construction budget, the award would prioritize including as many additive alternates as possible, in sequence, within the available budget. The award order of priority would be:

- Base project plus additive alternate #1 and additive alternate #2.
- Base project plus additive alternate #1.
- Base project plus additive alternate #2.
- Base project.

GradeTech, Inc. submitted the lowest bid, which was deemed responsive by City staff. Suulutaaq, Inc. submitted the second lowest responsive bid. Details of all six (6) bids, including amounts for the base project and each additive alternate, are provided in Attachment No. 3.

The base bid Project entails new landscaping and irrigation on the east side of the Park & Ride Lot, specifically between the pavement and the Highway 12 off-ramp. Additionally, it includes construction of a bioretention facility, fence replacement, curb modifications, pavement restoration at the southeast corner of the lot, installation of interpretive signage, and a 90-day plant establishment period.

The two (2) additive alternate items that will be included as part of the Project 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.

On September 5, 2023, the Council awarded the base Project and two additive alternates to GradeTech. Due to the impending rain season, typically from mid-October through the end of May, all parties agreed to commence construction at the conclusion of the rain season. This decision aimed to mitigate potential stormwater pollution issues, optimize construction efficiency, and minimize costs associated with intermittent delays and re-mobilization.

A few months after signing the construction contract, the City received the approved Caltrans Encroachment Permit. As part of their approval, Caltrans required modifications to the original design of the proposed bioretention facility. These modifications were not included in the bid documents as they were provided after the bid package had already gone out and been bid on. Concurrently, the Caltrans Program Manager approved full expenditure of the remaining construction grant funds for additional improvements within the Park & Ride Lot. Consequently, the City's design consultant updated the plans and specifications (construction documents) to incorporate these changes. GradeTech, Inc. subsequently provided cost proposals for the updates which lead to negotiations for the associated cost increases.

On July 16, 2024, GradeTech, Inc. submitted to the City a letter requesting relief from the construction contract, citing an inability to reach agreement on terms for the additional scope of work. City staff, in consultation with the City Attorney, concluded that terminating the contract with GradeTech, Inc. and awarding it to Suulutaaq, Inc., the second lowest bidder, was in the City's best interest.

The City Attorney has prepared a termination letter (attached), which has been signed by the City Manager and GradeTech's President. Termination of the contract will become effective as of the date of City Council approval.

The Caltrans allocation of \$768,000 will fully cover the construction contract for this Project without requiring any City funds. Therefore, staff recommends awarding the construction contract in the amount of \$768,000 to Suulutaaq, Inc. for the base Project and the two additive alternates (\$662,246), including a 16% contingency (\$105,754) to complete this Project.

STAFF RECOMMENDATION: Adopt Resolution No. 2024-___: Authorizing the City Manager to Terminate the Existing Construction Contract with GradeTech, Inc. and to Enter into a Construction Contract on the City’s Behalf with Suulutaaq, Inc. for the Green Stormwater Infrastructure Project.

DOCUMENTS ATTACHED:

1. Resolution No. 2024-___: Authorizing the City Manager to Terminate the Existing Construction Contract with GradeTech, Inc. and to Enter into a Construction Contract on the City’s Behalf with Suulutaaq, Inc. for the Green Stormwater Infrastructure Project.
2. Location Map.
3. Bid Results Table.
4. Letter – Contract Termination with GradeTech, Inc.
5. Contract.

PREPARED BY:	Amanda Dum, Management Analyst II
REVIEWED BY:	Nouae Vue, Public Works Director
APPROVED BY:	Bret Prebula, City Manager

ATTACHMENTS:

1. Resolution 2024-___: Authorizing Termination of Contract with GradeTech, Inc. and Award of Contract to Suulutaaq, Inc.
 2. Location Map.
 3. Bid Results Table.
 4. Letter - Contract Termination with GradeTech, Inc.
 5. Contract.
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RESOLUTION NO. 2024-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE CITY MANAGER TO TERMINATE THE EXISTING
CONSTRUCTION CONTRACT WITH GRADETECH, INC. AND TO ENTER INTO
A CONSTRUCTION CONTRACT ON THE CITY'S BEHALF WITH SUULUTAAQ,
INC. FOR THE GREEN STORMWATER INFRASTRUCTURE PROJECT**

WHEREAS, Caltrans has allocated \$893,270 to fully fund the design and construction of the City's Green Stormwater Infrastructure Project (Project) and this allocation from Caltrans does not require any matching funds from the City; and

WHEREAS, \$768,000 of the funding allocation is earmarked for construction of the Project, including City staff charges, and other associated construction costs; and

WHEREAS, the concept for the Project was developed as part the City's Green Stormwater Infrastructure Plan, required as part of the Municipal Regional Stormwater Permit (MRP); and

WHEREAS, the goals of the Project are to reduce the amount of trash reaching the City's waterways, to improve the quality of stormwater entering the Suisun Marsh and San Francisco Bay ecosystems, as well as to beautify the gateway to the City's Historic Waterfront District and the Project's goals will be achieved by constructing green stormwater infrastructure features; and

WHEREAS, the construction bid documents for the Project were advertised on June 30, 2023, and on July 7, 2023, and the bid documents included requests for bids for the base bid Project and for two Project additive alternates; and

WHEREAS, the base bid Project included new landscaping and irrigation along the east side of the Park & Ride Lot, specifically between the pavement and the Highway 12 off ramp, the 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; and

WHEREAS, additive alternate #1 included placing gravel in the undeveloped area between paved parking lot and the fence to reducing weed growth; and

WHEREAS, additive alternate #2 included irrigation and landscaping at the southeast corner of the project site, specifically between the proposed bioretention facility and Lotz Way; and

WHEREAS, at 2:00pm on August 16, 2023, the City received six (6) bids at which time the bids were opened and read aloud; and

WHEREAS, the City Public Works Department reviewed the six (6) received bids, and determined that GradeTech, Inc. provided the lowest responsive bid of \$443,361 for the base Project and for two Project additive alternates, and on September 5, 2023, the construction contract for the base Project and the two Additive Alternates was awarded to GradeTech, Inc. with Suulutaaq, Inc. being the second lowest responsibility bidder (\$662,246); and

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WHEREAS, after the construction contract was awarded, the City received comments from Caltrans on the Encroachment Permit Application that is required for the Project which stated that modification to the originally proposed bioretention design was required to proceed with the Project and the original bioretention design was included in the bid documents; and

WHEREAS, the required Caltrans modifications required negotiations with GradeTech, Inc. to provide an updated cost for the required updates to the bioretention portion of the Project and on July 16, 2024, GradeTech, Inc. submitted a letter to the City requesting relief from the construction contract for this Project, citing an inability to reach an agreement on the terms of the additional scope of work; and

WHEREAS, after consulting with the City Attorney, it was concluded that terminating the contract with GradeTech, Inc. and awarding the construction contract to the second lowest bidder, Suulutaaq, Inc. was in the City’s best interest.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City authorizes the City Manager to terminate the existing construction contract with GradeTech, Inc. and to enter into a construction contract on behalf of the City with Suulutaaq, Inc. for the Green Stormwater Infrastructure Project in the amount of \$768,000 for the base Project and two additive alternates (\$662,246) along with a Project contingency (\$105,754), 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 13th day of August 2024, by the following vote:

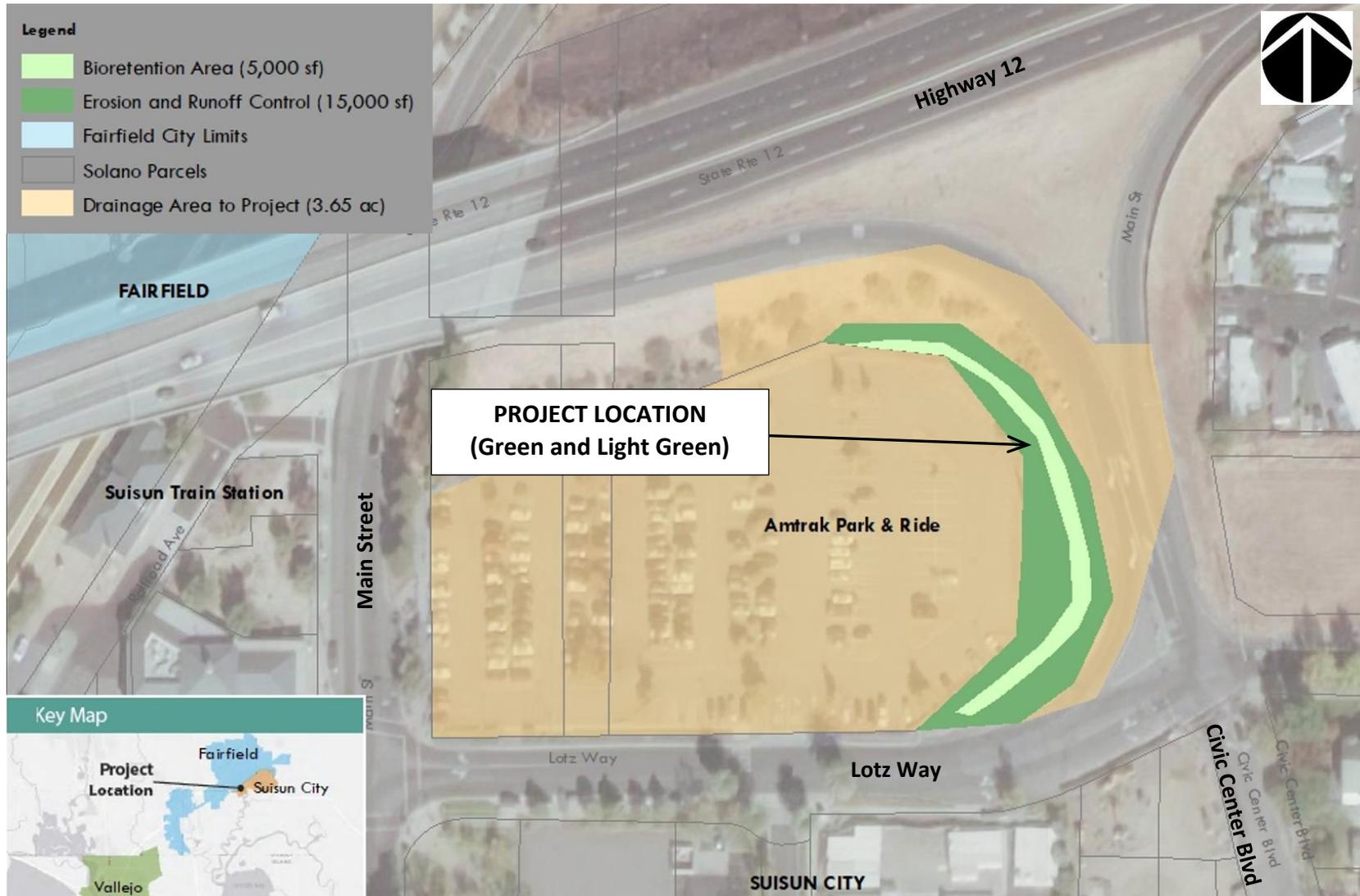
AYES: Councilmembers: _____
NOES: Councilmembers: _____
ABSENT: Councilmembers: _____
ABSTAIN: Councilmembers: _____

WITNESS my hand and the seal of said City this 13th day of August 2024.

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

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



CITY COUNCIL MEETING
First and Third Tuesday
Every Month

CITY OF SUISUN CITY

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

July 25, 2024

VIA E-MAIL

Sam Rivinius, President
GradeTech Inc.
299 W. Jack London Blvd.
Livermore, CA 94551
E-Mail: gradetech1-office@yahoo.com

Re: Green Storm Water Infrastructure Project, Suisun City

Dear Mr. Rivinius:

I understand that you spoke with Floy Andrews, Suisun City's Assistant City Attorney, concerning your July 16, 2024 letter to Mr. Nick Lozano, Sr. Associate Engineer with the City of Suisun City ("City"), regarding the Green Storm Water Infrastructure Project Agreement dated October 3, 2023, by and between the City and GradeTech Inc. (the "Agreement").

During that conversation you indicated that GradeTech is requesting the Agreement be immediately terminated, thereby relieving GradeTech of performing any and all of the services contemplated by the Agreement, and relieving any obligation of the City including issuing any compensation for possible work or expense incurred pursuant to the Agreement. GradeTech further indicated that it would assert no claims against the City for any matter concerning the Agreement or its termination. The one and only requirement you asserted is that the City return to GradeTech the Payment Bond and the Performance Bond (together, the "Bonds") previously delivered to the City in connection with the Agreement. The City is amenable to such a resolution.

Please countersign this letter memorializing GradeTech's acceptance of the terms discussed and stated herein.

DEPARTMENTS: AREA CODE (707)

ADMINISTRATION 421-7300 ■ DEVELOPMENT SERVICES 421-7335 ■ BUILDING 421-7310 ■ FINANCE 421-7320
FIRE 425-9133 ■ RECREATION & COMMUNITY SERVICES 421-7200 ■ POLICE 421-7373 ■ PUBLIC WORKS 421-7340
SUCCESSOR AGENCY 421-7309 FAX 421-7366

GradeTech Inc.
299 W. Jack London Blvd.
July 25, 2024
Page 2

The termination will become effective once the Suisun City Council approves the termination, currently scheduled for consideration at the council meeting on August 13, 2024. The City will then deliver the Bonds to GradeTech via overnight mail to your offices at the address listed above.

Sincerely,

CITY OF SUISUN CITY



Bret Prebula
City Manager

Agreed to and accepted,

GRADETECH INC.



Sam Rivinius
President

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2024, by and between the City of Suisun City, California, hereinafter called "City", and **Suulutaag, 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: August 13, 2024

AGENDA ITEM: Council Consideration of a Professional Services Contract Agreement for Support Services in Completing a Final Draft Franchise Agreement:

- a. Council Adoption of Resolution No. 2024-___: Adopting the 2nd Amendment to the Annual Appropriation Resolution No. 2024-87 to Appropriate Funds for the Contract with R3 Consulting Group, Inc.
- b. Council Adoption of Resolution No. 2024-___: Authorizing the City Manager to Execute a Professional Services Contract Agreement on the City's Behalf with R3 Consulting Group, Inc.

FISCAL IMPACT: This professional services contract agreement would be paid for through the Non-Departmental Fund within the General Fund. This cost will be additional cost to the General Fund under Non-Departmental department's budget. The funds are available under 010-1910-91140 account.

STRATEGIC PLAN: Provide Good Governance and Enhance the Environment.

BACKGROUND: Republic Service is the City's Franchise Hauler for all waste services. On April 5, 2022, the City Council approved an Interim Memorandum of Understanding (MOU) with Republic Services which augmented the existing Franchise Agreement and incorporated all new Senate Bill (SB) 1383 requirements, per the CalRecycle deadline to accomplish this task.

STAFF REPORT: Established within the Interim MOU is a acknowledgement that both parties agreed to work towards finalizing a restated version of the full Franchise Agreement between the City and Republic Services.

Staff and the City Attorney had been working towards finalizing an updated draft Franchise Agreement however, after discussions with the new City Manager it has since been determined that bringing in a consultant that specialize drafting hauler franchise agreements as well as in providing negotiation support services is in the best interest of the City and its residents. To this end, staff contacted two consulting groups that specifically focus on providing these types of services, R3 Consulting Group, Inc, and HF & F Consultants, Inc. The submitted proposals were reviewed and evaluated and R3 Consulting Group, Inc. received the highest scores.

Staff recommends that Council authorize the City Manager to enter into a professional contract services agreement between the City and R3 Consulting Group, Inc. (R3) with the understanding that R3 will provide support services in completing a final draft Franchise Agreement to bring to Republic Services to begin the negotiation process, in understanding possible Agreement options and their associated costs, and in taking the lead in the negotiation process with Republic Services resulting in a final restated Franchise Agreement. The final Franchise Agreement and options will be brought back before Council for review, direction, and finalization.

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

- a. Resolution No. 2024-___: Adopting the 2nd Amendment to the Annual Appropriation Resolution No. 2024-87 to Appropriate Funds for the Contract with R3 Consulting Group, Inc.
- b. Resolution No. 2024-___: Authorizing the City Manager to Execute a Professional Services Contract Agreement on the City’s Behalf with R3 Consulting Group, Inc.

DOCUMENTS ATTACHED:

1. Resolution No. 2024-___: Adopting Budget Amendment No. 2 to the Annual Appropriation Resolution (AAR) No.2024-87
2. Resolution No. 2024-___: Authorizing the City Manager to Execute a Professional Services Contract Agreement on the City’s Behalf with R3 Consulting Group, Inc.
3. Professional Services Contract Agreement.

PREPARED BY:

Amanda Dum, Management Analyst II

REVIEWED BY:

Nouae Vue, Public Works Director

APPROVED BY:

Bret Prebula, City Manager

ATTACHMENTS:

1. [Resolution Adopting Budget Amendment No. 2 to the AAR No. 2024-87.pdf](#)
2. [Resolution Authorizing the City Manager to Execute a Professional Services Contract Agreement on the City's Behalf with R3 Consulting Group, Inc.](#)
3. Professional Services Contract Agreement.

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RESOLUTION NO. 2024-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
ADOPTING THE 2ND AMENDMENT TO THE ANNUAL APPROPRIATION RESOLUTION NO.
2024-87 TO APPROPRIATE FUNDS FOR THE CONTRACT WITH R3 CONSULTING GROUP,
INC.**

WHEREAS, On June 18, 2024, the City Council adopted the Annual Appropriation Resolution No. 2024-87 to appropriate from each of the several funds of the City to each Department of the City amounts set forth in the Annual Budget Business and Financial Plan for Fiscal Year 2024-25.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUISUN CITY:

THAT the annual appropriation for the General Fund is hereby amended as follows:

		<u>Increase/ (Decrease)</u>
TO:	General Fund	\$ 59,000
	Total	<u>\$ 59,000</u>

THAT account titles and numbers requiring adjustment by this Resolution are as follows:

		<u>Sources</u>	<u>Uses</u>
Revenue:			
A/C No. 010-1910-70101	General Fund- Beginning Balance	\$ 59,000	
Appropriation:			
A/C No. 010-1910-91140	Other Professional Services		\$ 59,000
	Total Fund 010	<u>\$ 59,000</u>	<u>\$ 59,000</u>

THAT the purpose is to appropriate funds into the budget to cover cost of consulting services provided by R3 Consulting Group, Inc. for support services in completing negotiations of the Franchise Agreement with Republic Services as well as other support related to completing this project.

ADOPTED AND PASSED at a regular meeting of the City Council of the City of Suisun City duly held on the 13th day of August 2024, by the following vote:

AYES:	COUNCILMEMBERS
NOES:	COUNCILMEMBERS
ABSENT:	COUNCILMEMBERS
ABSTAIN:	COUNCILMEMBERS

WITNESS my hand and seal of the said City this 13th day of August 2024.

Anita Skinner
City Clerk

1 **RESOLUTION NO. 2024-**

2 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY**
3 **AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL**
4 **SERVICES CONTRACT AGREEMENT ON THE CITY’S BEHALF WITH R3**
5 **CONSULTING GROUP, INC.**

6 **WHEREAS**, in April 5, 2022, Council approved an Interim Memorandum of
7 Understanding (MOU) with Republic Services which incorporated the new Senate Bill (SB) 1383
8 requirements; and

9 **WHEREAS**, Item No. 3 in the Interim MOU states that the City and Republic Services
10 would work in good faith to negotiate and finalize a restated version of the Franchise Agreement;
11 and

12 **WHEREAS**, it is now in the best interest of the City and its residents that the City
13 coordinate with a consultant that specializes in this type of work who can provide support services
14 to the City in completing a final draft Franchise Agreement to bring to Republic Services to start
15 the negotiation process, in understanding possible Agreement options and their associated costs,
16 and in taking the lead in the negotiation process with Republic Services resulting in a final restated
17 Franchise Agreement; and

18 **WHEREAS**, staff reached out to two area consultants who specialize in these types of
19 services and both proposals were reviewed and evaluated with R3 Consulting Group, Inc. received
20 the highest scores; and

21 **WHEREAS**, staff recommends that Council approve the award of a professional contract
22 services agreement between the City and R3 Consulting Group, Inc.

23 **NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Suisun
24 City authorizes the City Manager to execute a Professional Services Contract Agreement on the
25 City’s behalf with R3 Consulting Group, Inc. in the amount of \$59,000 and to take any and all
26 necessary and appropriate actions to implement this contract.

27 **PASSED AND ADOPTED** by a Regular Meeting of said City Council of the City of
28 Suisun City duly held on Tuesday, the 13th of August 2024, by the following vote:

23 **AYES:** Councilmembers: _____
24 **NOES:** Councilmembers: _____
25 **ABSENT:** Councilmembers: _____
26 **ABSTAIN:** Councilmembers: _____

27 **WITNESS** my hand and the seal of said City this 13th day of August 2024.

28 _____
Anita Skinner
City Clerk

**CITY OF SUISUN CITY
CONTRACT SERVICES AGREEMENT FOR
FRANCHISE AGREEMENT AND NEGOTIATION SUPPORT SERVICES**

THIS CONTRACT SERVICES AGREEMENT (herein “Agreement”) is made and entered into on _____ 2024, by and between the CITY OF SUISUN CITY, a municipal corporation (“City”) and **R3 Consulting Group, Inc.** (herein “Consultant”).

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 California Labor Law. If the Scope of Services includes any “public work” or “maintenance work,” as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws.

1.4 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.5 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the “Special Requirements” attached hereto as Exhibit “B” and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit “B” and any other provisions of this Agreement, the provisions of Exhibit “B” shall govern.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference, but not exceeding the maximum contract amount of **\$59,000 (Fifty-Nine Thousand Dollars)** (“Contract Sum”).

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall contain all information specified in Exhibit "C", and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the

fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). [The City may, in its sole discretion, extend the Term for five (5) additional one-year terms.]

4. COORDINATION OF WORK

4.1 Representative of Consultant. **Scott Hanin, Principal,** is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. Bret Prebula, City Manager, [or such person as may be designated by the City Manager] is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

(a) Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant 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 hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein 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 non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's right to revise specifications. The City reserves the right at any time during the term of the contract 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 and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified

Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City’s sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

(b) Consultant shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives the City notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the “documents and materials”) prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Solano, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California..

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or

different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Suisun City, 701 Civic Center Blvd., Suisun City, CA 94585, and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of “financial interest” shall be consistent with State law and shall not include interests found to be “remote” or “noninterests” pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant’s Authorized Initials _____

8.11 Corporate Authority. The persons executing this Agreement 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 Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures On The 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

Bret Prebula, City Manager

ATTEST:

Anita Skinner, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Floy Andrews, City Attorney

CONSULTANT:

By: _____

Name: Scott Hanin

Title: Principal

Address: R3 Consulting Group, Inc.
1512 Eureka Road, Suite 220
Roseville, CA 95661

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF SOLANO

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER _____ TITLE(S)	_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> GENERAL <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____ _____	_____ NUMBER OF PAGES
	_____ DATE OF DOCUMENT
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	_____ SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS SOLANO

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	_____
<input type="checkbox"/>	CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT

	TITLE(S)	
<input type="checkbox"/>	PARTNER(S)	_____
	<input type="checkbox"/> LIMITED	NUMBER OF PAGES
	<input type="checkbox"/> GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	_____
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	DATE OF DOCUMENT
<input type="checkbox"/>	OTHER _____	

SIGNER IS REPRESENTING:
 (NAME OF PERSON(S) OR ENTITY(IES))

 SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF SERVICES

I. Consultant will perform the following services:

- A. Task 1 – Project Administration and Reporting
- B. Task 2 – Collection Services Agreement Negotiation and Technical Assistance.
- C. Task 3 – Franchise Fee Study

As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

- A. Meeting Agendas and Notes.
- B. Schedule and Milestones for Project.
- C. List of Deal Points for Negotiations.
- D. Updates and Recommendations for the Franchise Agreement.
- E. New Agreement Language.
- F. Outcomes of Franchise Fee Studies
- G. All Other Tangible Items Listed in the Project Work Plan.

The above services will be performed per the proposal from R3 Consulting Group, Inc., pasted below as part of Exhibit A.

In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City updated of the status of performance by delivering the following status reports:

- A. Not Applicable.

II. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

III. Consultant will utilize the following personnel to accomplish the Services:

- A. Scott Hanin, Principal
- B. Jordan Muratsuchi, Senior Consultant
- C. Maryann Hulsman, Consultant

D. Angela Micheletti, Associate Consultant

C. PROJECT WORK PLAN

Project Understanding

The City wishes to enter into a long-term agreement with Republic Services (Republic), by updating their current Agreement to a new, modern franchise agreement. The City would also like to evaluate a "no rate increase" option, alongside a separate option that would include updates to current programs and services. Finally, the City wishes to conduct a franchise fee study prior to adoption of new rates and consideration of the extension to ensure fees comply with Proposition 26 and the *Zolly vs. Oakland* litigation.

Overall Objectives

- › Assessing the City's current solid waste collection franchise agreement and draft updates and recommend updates for inclusion in a new agreement based on current industry best practices.
- › Understanding of the desired outcomes for each of the parties – "deal points".
- › Lead the negotiations with Republic.
- › Assisting and negotiating a new modern franchise agreement.
- › Assisting City staff other stakeholders and the City Council on a recommended course of action for future solid waste collection services.

Project Approach

R3 will work with City staff and Republic to establish key "deal points" that would be the basis for an updated agreement and will seek City/City Attorney direction regarding preparation of a new agreement. R3 is ready to share our extensive experience and knowledge in the negotiation processes to assist the City. We are confident that we will meet the City's needs. Additionally, we are in a strong position to provide the City with insight on the rationale behind the SB 1383 regulations and what will be needed in a new agreement due to our extensive experience working with CalRecycle. Undertaking agreement negotiations is a comprehensive effort and R3 recognizes that the City has limited staff to take on a project of this importance to the community.

Scope of Work

Task 1 Project Administration and Reporting

Task 1.1 Kick-Off Meeting

Upon authorization to proceed, R3 will facilitate a kick-off meeting with City staff. The meeting will provide an opportunity to review the project objectives, R3's project approach, schedule, and data availability.

The kick-off meeting will serve to set the expectations, responsibilities, milestones and timeline for the Scope of Work and establish the best means for ongoing communication and collaboration for the duration of this engagement. We will also discuss reporting and recordkeeping and file sharing.

One item of importance for discussion during the kick-off meeting will be how R3 and the City' staff will work collaboratively to ensure that this project provides the best possible outcomes for customers and ratepayers, while still achieving meaningful compliance with the law. Equally important to achieving the best possible outcomes for this project is to determine what the City's goals are in the new franchise agreement.

Task 1.2 R3 Status Reporting to the City

After the kick-off meeting, R3 will provide meeting minutes including notes, schedule, and milestones. Ongoing coordination will continue throughout the project through virtual meetings, schedule updates and/or status reports. R3 will provide consistent updates on project progress through regular calls with City staff to discuss findings, issues and/or constraints, and other matters that require the City's attention.

Task 2 Collection Services Agreement Negotiation and Technical Assistance

Task 2.1 Develop Deal Points

R3 will work with City staff to develop "deal points" to guide the negotiation process with Republic. The final list of deal points will be presented to City staff for approval and incorporated into the negotiation process.

The deal points may include matters such as:

- › Base term and extensions at the City's option.
- › Estimated "value" to Republic for extending the Agreement.
- › Value of outreach and education services in existing Agreement and desires for new Agreement.
- › Requested increase/desired concessions (programs, rates, franchise/pavement impact fee payments, reimbursement for the negotiation process, etc.) to be provided by Republic as a condition of a new Agreement.
- › Updated Agreement language to incorporate industry best practices and new legislative requirements such as AB 1594, AB 1826, and SB 1383.
- › Adding new/expanded recycling or organic waste programs and services – a detailed analysis will be undertaken of Republic's cost proposal for the extension and service enhancements.
- › A schedule for concluding negotiations.

Task 2.2 Review Agreement and Provide Recommendations

R3 will review the City's current Agreement and draft updates and identify modifications required to meet regulatory requirements and state mandates, emerging innovations in solid waste, and current best practices in solid waste management. Advise the City regarding risks, advantages and disadvantages, costs, and schedule of entering into a new agreement. Advise the City regarding rates, charges, costs of service, equipment needs, staffing needs, data management, waivers, exemptions, identification of generators, monitoring, and enforcement. Advise the City regarding the pros and cons of matching neighboring jurisdictions the County. This review will serve as the basis for the new collection franchise agreement.

R3 will provide recommendations for inclusion on the new agreement that reflects these key elements:

- › Results of our analysis of the current franchise agreement and services, including recommendations for the new franchise agreement.
- › Cost-effective updates to current Agreement, to align with industry best practices, to be discussed with the City.
- › Modifications to collection services and programs to incorporate recent legislative regulations and remain flexible enough to adapt to significant changes in the future.
- › Cost effective, efficient, and environmentally friendly designed program requirements, including low or zero emission vehicles.
- › Industry best practices that focus on compliant collection programs, high levels of customer service, and ensure transparency in rate setting and contractor performance.

Task 2.3 Preliminary Negotiation Support

R3 will lead preliminary negotiations with the City and Republic to ensure expedient implementation of SB 1383 compliant solid waste, recycling, and organic materials collection service in the City, including a new Services Agreement. R3 will lead the negotiations team throughout the negotiation process. This will include meeting preparation, agendas, attending meetings with City staff, preparation of negotiation session agendas, and attendance at negotiation sessions (virtual and in person). During the negotiation process, R3 will review and analyze cost and program data presented by Republic. To the extent required, written responses will be prepared and presented. In addition, we will maintain a record of items under discussion and items that have been agreed to. We will also monitor and track proposed changes to the Agreement to maintain an "audit trail." We will meet regularly with City staff during the negotiation process.

R3 will draft Agreement language for review by the City and Republic. The Agreement will establish the scope of services to be provided by the contractor, including the "deal points" established in Task 2.1. R3 will draft the new agreement language incorporating the information gathered in prior tasks and language drafted by the City Attorney. Because we are currently developing similar agreements for several clients, we can include the current industry standards and best practices for items such as performance bonds, indemnification, insurance, liquidated damages and SB 1383 compliant reporting and record keeping requirements. The new agreement will also include detailed performance requirements that establish minimum service standards for inclusion in the Agreement that are both quantifiable and easily measured to verify compliance.

Performance requirements may include, but are not necessarily limited to, the following:

- › Minimum waste diversion requirements.
- › Collection vehicle emissions standards, including electrification, and other requirements.
- › Collection vehicle weight, size, and noise limitations.
- › Specifications for container size, color, and labeling.
- › Public education program requirements (e.g., quarterly newsletter, annual campaigns, presentations, etc.).
- › Collection and recycling services to the City' offices, facilities, and events.
- › Collection service hours, and collection service quality standards.
- › Collection driver uniforms and identification badges and customer service standards.

Task 2.4 Final Negotiations and Approval

R3 will conduct final negotiations with the City and Republic based on a new draft Collection Services Agreement, which will be familiar to Republic. R3 will develop the Agreement language in coordination with the City and then reviewed by Republic. R3 will coordinate with Republic, City Staff and the City Attorney to make sure all issues have been addressed before bringing the Agreement to the City Council for approval.

Task 3 Franchise Fee Study

Task 3.1 Cost-Recovery Analysis

R3 will research, analyze, and estimate the value of the City's solid waste management, administration, oversight, compliance, and other expenditures that may be eligible for revenue recovery from solid waste rates via franchise and other fees. The analysis will rely on financial information provided by the City and Republic including, but not limited to internal cost-allocation information, salary and benefit information for positions having responsibility for solid waste management and compliance matters, street sweeping, storm-drain and/or catch basin waste removal, compliance activities, and other associated information that may be identified by the City or R3. The outcome will be a set of total calculated annual costs for solid waste management, administration, oversight, compliance, and other activities.

Task 3.2 Vehicle Impact Analysis

R3 will research, analyze, and estimate the cost of the impact that solid waste collection vehicles operated by Republic have on the City's streets. The analysis will be based on the value of the City's streets, wear and tear to them, and the estimated proportionate impact from solid waste collection vehicles. Information used in this analysis may include but is not limited to the number of street miles by type, vehicle trips on streets by vehicle type, pavement management plans, and other associated information provided by the City.

The outcome of this analysis will be a calculated annual proportionate allocation of maintenance needs attributable to solid waste collection vehicles. The resultant calculation will represent the amount that may be justified to offset vehicle impacts to streets to the extent allowed by law.

Task 3.3 Property Value Analysis

R3 will research, analyze, and estimate the value of the City-government property rights conveyed to the City's contracted solid waste provider that may be eligible for recovery via franchise fees. The analysis will be based on the estimated amounts of time that solid waste containers are placed in the public right-of-way for collection as well as reasonable estimates of the rental value for that unique use of the public right-of-way. This analysis may also include other significant uses of government property that may be identified by the City and R3. The outcome of this analysis will be an estimated annual figure for the rental value associated with the use of City government property.

Task 3.4 Fee Analysis

R3 will research, analyze, and summarize current fee revenues paid to City and will compare those values to the sum of the cost-recovery and property value fee estimates per the above. Differences between current franchise fee revenues, fees collected through other mechanisms (e.g., AB 939 or SB 1383 fees) and those resulting from our analysis will be identified and quantified. R3 makes no guarantee that the analytical results will support existing City fee revenue generation.

Task 3.5 Findings

R3 will provide the City with calculation workbooks and, as appropriate, a written report of findings regarding the results of our analysis and comparison to current fee revenues. We will work with the City to revise and finalize the report. One round of revisions in response to comments is included in our pricing.

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

Intentionally left blank.

EXHIBIT “C”

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following Services at the following rates:

	RATE	TIME	COST
A. Task 1 – Project Admin. & Reporting	Per Cost Proposal	N/A	\$10,000
B. Task 2 – Agreement Negotiations & Review	Per Cost Proposal	N/A	\$24,000
C. Task 3 – Franchise Fee Study	Per Cost Proposal	N/A	\$25,000

See attached R3 Consulting Group, Inc. cost proposal pasted as part of Exhibit B.

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.

III. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all materials and equipment properly charged to the Services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement.

V. Consultant’s billing rates for all personnel is pasted below as part of Exhibit C.

D. COST PROPOSAL

R3 proposes to complete the project for a total cost of **\$59,000**. For cost-effective service delivery, R3's pricing is fixed. Tables 1 and 2, below, show the breakdown of costs and payment schedule. Any additional consulting services beyond those proposed will be charged at the standard rates shown in Table 3, below. Fees for the additional work will be billed monthly at the first of each month, for the preceding month, and are due within 30 days of the invoice date.

Table 1: Cost Breakdown

TASK	COST
1. Project Administration & Reporting	\$ 10,000
2. Agreement Negotiations and Review	\$ 24,000
3. Franchise Fee Study	\$ 25,000
TOTAL	\$ 59,000

Table 2: Payment Schedule

INTERVAL	INSTALLMENT	COST
Upon Contract Execution	1	\$ 20,000
Upon Submittal of Draft Fee Study	2	\$ 12,000
Upon Submittal of Final Fee Study	3	\$ 13,000
Upon City Council Consideration of Agreement	4	\$ 14,000
TOTAL		\$ 59,000

Table 3: Standard Rates

CLASSIFICATION	RATE
Principal	\$ 300
Sr. Director	\$ 300
Director	\$ 255
Sr. Managing Consultant	\$ 235
Managing Consultant	\$ 210
Sr. Consultant	\$ 200
Consultant	\$ 180
Associate Consultant	\$ 165
Expert Witness	1.5x Rates Listed Above
REIMBURSABLE COSTS	
Consultants/Subcontractors	Cost plus 10%
Lodging and Meals	Direct cost
Travel — Private or company car	At Current Federal Rate
Travel — Other	Direct cost
Delivery and other expenses	Direct cost

D. COST PROPOSAL

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

1. August 2024 to January 2025.

AGENDA TRANSMITTAL

MEETING DATE: August 13, 2024

AGENDA ITEM: Council Adoption of Resolution No. 2024- ___ : Authorizing the City Manager to Execute Contract Amendment No. 3 on the City’s Behalf with David Wade and Associates to Process the Development Application for the Suisun Logistics Center Project.

FISCAL IMPACT: There would be no impact to the General Fund. The cost for retaining the firm of David Wade and Associates to act as city staff, and process the development application, is recommended to be amended from \$133,100 to \$164,690 and is fully funded by the developer.

STRATEGIC PLAN: Provide Good Governance; Develop Sustainable Economy; Enhance the Environment.

BACKGROUND: On December 15, 2020, the City Council passed Resolution 2020-154 which authorized the City Manager to execute a professional services contract in the amount of \$66,000 for Mr. David Wade to act as an extension of City staff and process the Suisun Logistics development project. The City Manager was also authorized to execute contracts with the granted ten percent contingency (\$6,600) for a total of \$72,600. This contract is paid for by the developer. On November 16, 2021, the City Council authorized Amendment No. 1 increasing the initial contract amount to \$91,000, which included a ten percent contingency bringing the total authorization to \$100,100. On December 20, 2022, a second amendment to the contract was made increasing the authorized contract amount to \$133,100. All increases are fully funded by the developer.

STAFF REPORT: As is common with development projects, they can be unpredictable in project length. This is particularly true for estimating the duration of entitlements for a project and since the environmental document for the project has just been released and comments on the Draft Environmental Impact Report are yet to be determined, and the project has yet to commence annexation, it is important to amend the contract. Staff has prepared a resolution and contract amendment which would authorize the City Manager authority to execute Amendment No 3 increasing the contract from \$133,100 to 164,690, a \$31,590 budget augment increase from the previous amendment paid for by the developer.

STAFF RECOMMENDATION: It is recommended that the City Council Adopt Resolution No. 2024- ___ : Authorizing the City Manager to Execute Contract Amendment No. 3 on the City’s Behalf with David Wade and Associates to Process the Development Application for the Suisun Logistics Center Project.

DOCUMENTS ATTACHED:

1. Resolution No. 2024- ___ : Authorizing the City Manager to Execute Contract Amendment No. 3 on the City’s Behalf with David Wade and Associates to Process the Development Application for the Suisun Logistics Center Project.
2. Project Vicinity Map
3. Budget Supplement Memo

4. Contract Amendment Form

PREPARED BY:	Jim Bermudez, Development Services Director
REVIEWED BY:	Bret Prebula, City Manager
APPROVED BY:	Bret Prebula, City Manager

ATTACHMENTS:

1. [Resolution Contract Amendment No. 3 with David Wade and Associates for the Suisun Logistics Center Project.doc](#)
2. [Vicinity Map.pdf](#)
3. [MEMORANDUM Suisun Logistics Budget Allocation Request 3 25 2024.pdf](#)
4. [Contract Amendment Form.docx](#)

RESOLUTION NO. 2024-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT
NO. 3 ON THE CITY’S BEHALF WITH DAVID WADE AND ASSOCIATES TO
PROCESS THE DEVELOPMENT APPLICATION FOR THE SUISUN LOGISTICS
CENTER PROJECT.**

WHEREAS, it has become necessary to request amendment to the contract with Davide Wade and Associates in processing the development application for the Suisun Logistics Center Project; and

WHEREAS, the City Council authorized the City Manager to execute a professional services contract on behalf of the City with David Wade and Associates via Resolution 2020-154; and

WHEREAS, a development application has been received for the Suisun Logistics Center Project east of Walters Road between Peterson Road and Highway 12 and requires supplemental staff to move the project expeditiously; and

WHEREAS, it has been determined that it is necessary to hire a firm to process the development project at the full cost of the applicant; and

WHEREAS, on December 15, 2020, the City Council passed Resolution 2020-154 authorizing the City Manager to execute a professional services contract in the amount of \$72,600 to be the primary contact and project manager for the Suisun Logistics Center Project; and

WHEREAS, on November 16, 2021, the City Council authorized Amendment No. 1 increasing the initial contract amount to \$100,100; and

WHEREAS, on December 20, 2022, the City Council authorized Amendment No. 2 increasing the initial contract amount to \$133,100; and

WHEREAS, it is common with development projects, they can be unpredictable in project length and necessitate additional funding,

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City authorizes the City Manager to execute Amendment No. 3 on the City’s behalf with David Wade and Associates to process the development application for the Suisun Logistics Center Project in the amount of \$31,590 bringing the total contract amount award to \$164,690.

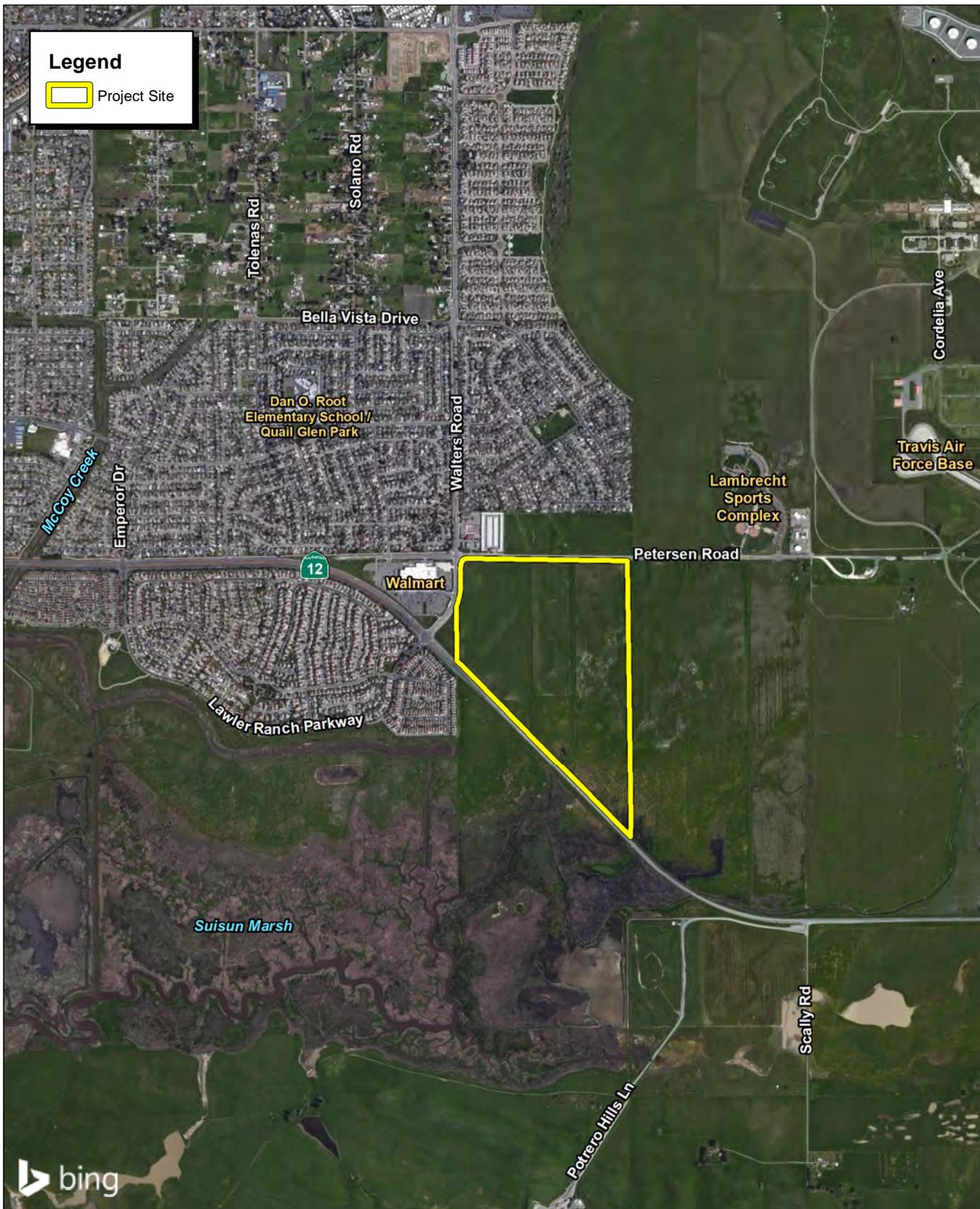
1 **PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of
2 Suisun City held on Tuesday the 13th day of August 2024 by the following vote:

3 **AYES:** Council Members: _____
4 **NOES:** Council Members: _____
5 **ABSENT:** Council Members: _____
6 **ABSTAIN:** Council Members: _____

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8 **WITNESS** my hand and the seal of said City this 13th day of August 2024.

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Anita Skinner
City Clerk



Source: Bing Aerial Imagery.

FIRSTCARBON SOLUTIONS™



Exhibit 2-2
Local Vicinity Map
Aerial Base

CITY OF SUISUN CITY
SUISUN LOGISTICS CENTER PROJECT
ENVIRONMENTAL IMPACT REPORT

MEMORANDUM

TO: Jim Bermudez Development Services Director, City of Suisun City

FROM: David Wade, AICP Consultant to City of Suisun City

SUBJECT: Budget Augmentation for Suisun Logistics Center

DATE: March 25, 2024

Jim,

Due to the complexity and duration of the Suisun Logistics project it is necessary to request a budget augmentation. This is intended to bring the project to final action by the city and the Solano County Local Agency Formation Commission.

The total budget augmentation request is \$32,000 for the Suisun Logistics project allocated as shown in the following table.

Task Topic	Estimated Hours	Estimated Budget
Complete review and comment on the DEIR.	32	\$6,240
Review and comment on response to comments for the final EIR.	20	\$3,900
Prepare staff report for PC and CC.	24	\$4,680
Attend PC and CC hearings.	12	\$2,340
Prepare LAFCo application documents.	24	\$4,680
Prepare for and Attend LAFCo hearing.	6	\$1,170
Continue regular zoom meetings with staff and applicant team as required.	20	\$3,900
Provide on-going communication (emails, calls, etc) as required.	24	\$4,680
	162	\$31,590

PROFESSIONAL SERVICE CONTRACT AMENDMENT

CONTRACT AMENDMENT NO.	3	Date: August 13, 2024	Page	1	OF	1
PROJECT: SUISUN LOGISTICS CENTER						
TO: David Wade			CONSULTANT: David Wade			
This amendment includes: Complete review and comment on the DEIR and prepare all associated Planning Commission and City Council staff reports in collaboration with City staff.						
Amendment Requested By: Jim Bermudez						

I. Description of Amendment:

Task Topic	Estimated Hours	Estimated Budget
Complete review and comment on the DEIR.	32	\$6,240
Review and comment on response to comments for the final EIR.	20	\$3,900
Prepare staff report for PC and CC.	24	\$4,680
Attend PC and CC hearings.	12	\$2,340
Prepare LAFCo application documents.	24	\$4,680
Prepare for and Attend LAFCo hearing.	6	\$1,170
Continue regular zoom meetings with staff and applicant team as required.	20	\$3,900
Provide on-going communication (emails, calls, etc) as required.	24	\$4,680
	162	\$31,590

The added scope of services will be completed on a time-and-materials basis for an amount not to exceed **\$31,590**.

II. Estimated Increase/Decrease:

Original Contract	\$ 72,600	Previous Amendments	\$ 60,500
This Amendment	\$ 31,590	Total Contract to Date	\$ 164,690
<input type="checkbox"/> This CA is Federal Aid Eligible	By reason of this Amendment, the time of completion for all work under this contract will be adjusted as follows:	TBD	<input type="checkbox"/> Calendar Days
<input checked="" type="checkbox"/> This CA is <i>not</i> Federal Aid Eligible			<input type="checkbox"/> Working Days
			<input type="checkbox"/> N/A Days

III. Authorization

We, the undersigned consultant, have given careful consideration to the proposed Amendment and hereby agree, if this proposal is approved, that we will provide all services, produce all contracted items, except as may be otherwise noted above, and perform all services necessary for the work specified above, and will accept as full payment therefore the prices shown above.

Consultant: David Wade

Date Accepted: August 13, 2024

By _____

Title: President

City of Suisun City:

Prepared By: _____

Project Manager

Date

Approval Recommended : _____

PROFESSIONAL SERVICE CONTRACT AMENDMENT

Development Services Director Date

City Manager Approval:

City Manager

AGENDA TRANSMITTAL

MEETING DATE: August 13, 2024

AGENDA ITEM: Council Adoption of Resolution No. 2024-___: Authorizing the City Manager to Execute a Contract Amendment on the City’s Behalf with David Wade and Associates to Process the Development Application for the Highway 12 Logistics Center Project.

FISCAL IMPACT: There would be no impact on the General Fund. The cost of retaining the firm of David Wade and Associates to act as city staff and process the development application is recommended to be amended from \$92,600 to \$124,190. The developer will fully bear this cost.

STRATEGIC PLAN: Provide Good Governance; Develop Sustainable Economy; Enhance the Environment.

BACKGROUND: On February 2, 2021, the City Council passed Resolution 2021-12 which authorized the City Manager to execute a professional services contract in the amount of \$66,000 for Mr. David Wade to act as an extension of City staff and process the Highway 12 Logistics Center Project (Attachment 2, Vicinity Map). The City Manager was also authorized to execute a ten percent contingency (\$6,600) for a total contract award of \$72,600. On December 20, 2022, an amendment was executed increasing the total amount allocated for planning consultant services to \$92,600.

STAFF REPORT: In typical development projects, the project length can be unpredictable, especially when estimating the duration of entitlements. In preparation for the City Council's consideration of the project and its future annexation hearing with the Solano County Land Area Formation Commission, it's important to amend the contract. The staff has prepared a resolution and contract amendment that would authorize the City Manager to execute Amendment No. 2 on behalf of the City with David Wade and Associates for \$31,590. This brings the total contract award from \$92,600 to \$124,190, fully paid for by the developer.

STAFF RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2024-___: Authorizing the City Manager to Execute a Contract Amendment on the City’s Behalf increasing the contract to \$124,190 with David Wade and Associates to Process the Development Application for the Highway 12 Logistics Center Project.

DOCUMENTS ATTACHED:

1. Resolution No. 2024-___: Authorizing the City Manager to Execute a Contract Amendment on the City’s Behalf with David Wade and Associates to Process the Development Application for the Highway 12 Logistics Center Project.
 2. Highway 12 Project Vicinity Map
 3. Budget Supplement Memorandum
 4. Contract Amendment Form
-

PREPARED BY:

Jim Bermudez, Development Services Director

REVIEWED BY:
APPROVED BY:

Bret Prebula, City Manager
Bret Prebula, City Manager

ATTACHMENTS:

1. Resolution Contract Amendment with David Wade and Associates for the HWY 12 Logistics Center Project.doc
 2. Map of Project.pdf
 3. MEMORANDUM Highway 12 Logistics Budget Allocation Request 3 25 2024.pdf
 4. Contract Amendment Form.docx
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RESOLUTION NO. 2024-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT
AMENDMENT ON THE CITY’S BEHALF WITH DAVID WADE AND
ASSOCIATES TO PROCESS THE DEVELOPMENT APPLICATION FOR THE
HIGHWAY 12 LOGISTICS CENTER PROJECT**

WHEREAS, it has become necessary to request an amendment to the contract with David Wade and Associates in processing the development application for the Highway 12 Logistics Center Project; and

WHEREAS, a development application was received for the Highway 12 Logistics Center Project and requires supplemental staff to move the project expeditiously; and

WHEREAS, it has been determined that it is necessary to hire a firm to process the development project at the full cost of the applicant; and

WHEREAS, the selected firm has a strong familiarity with the development project and has processed numerous entitlements throughout Northern California; and

WHEREAS, on February 2, 2021, the City Council passed Resolution 2021-12 authorizing the City Manager to execute a professional services contract in the amount of \$72,600 to be the primary contact for the Highway 12 Logistics Center Project; and

WHEREAS, on December 20, 2022, the City Council approved Amendment No. 1 increasing the budget amount to \$92,600; and

WHEREAS, it is common with development projects, they can be unpredictable in project length and necessitate additional funding,

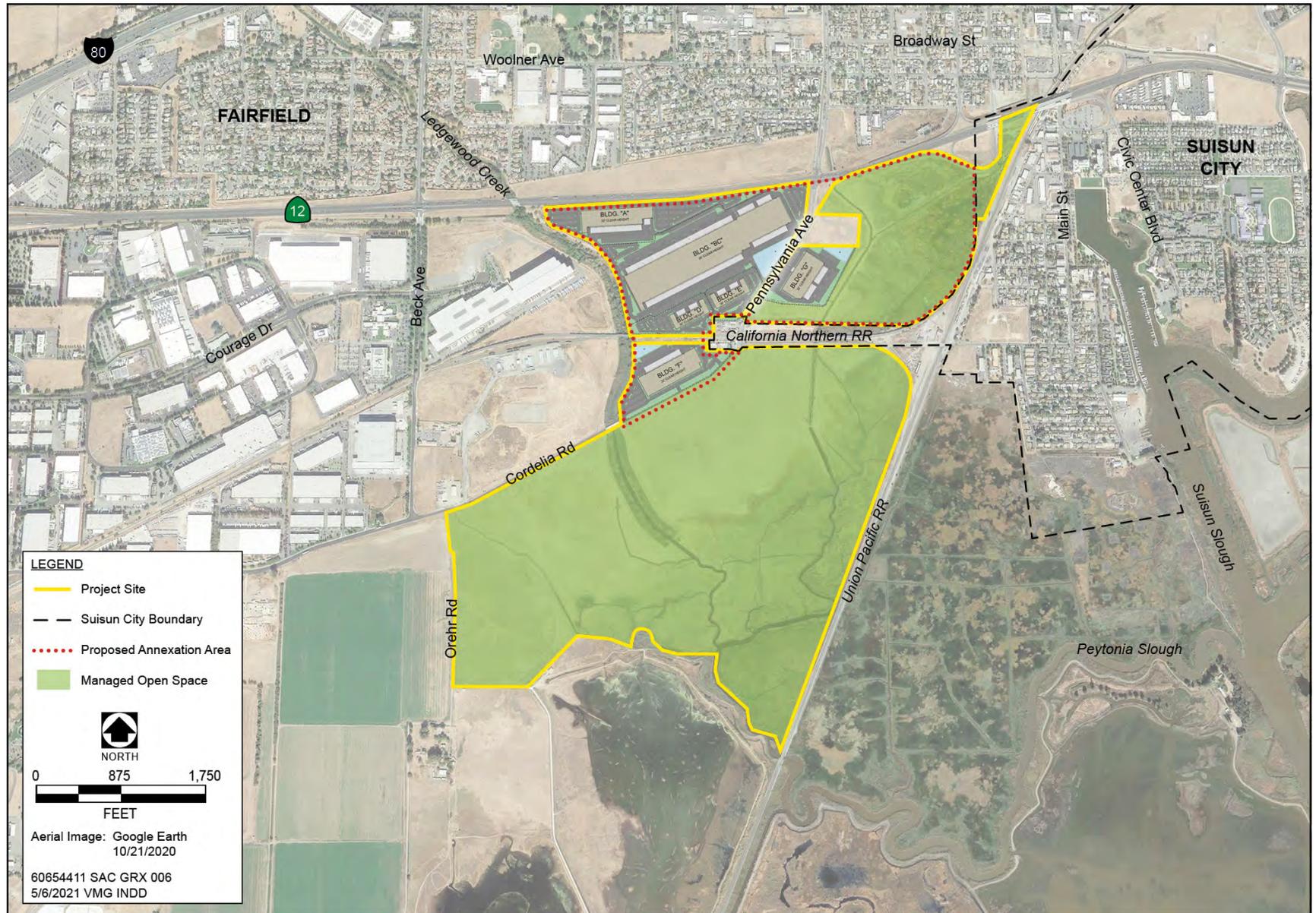
NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City authorizes the City Manager to execute Amendment No. 2 on the City’s behalf with David Wade and Associates to continue processing the development application for the Highway 12 Logistics Center Project in the amount of \$31,590 bringing the total contract award to \$124,190.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City held on Tuesday the 13th day of August 2024 by the following vote:

AYES: Council Members: _____
NOES: Council Members: _____
ABSENT: Council Members: _____
ABSTAIN: Council Members: _____

WITNESS my hand and the seal of said City this 13th day of August 2024.

Anita Skinner
City Clerk



Project Area

Highway 12 Logistics Center
City of Suisun City

MEMORANDUM

TO: Jim Bermudez Development Services Director, City of Suisun City

FROM: David Wade, AICP Consultant to City of Suisun City

SUBJECT: Budget Augmentation for Highway 12 Logistics Center

DATE: March 25, 2024

Jim,

Due to the complexity and duration of the Highway 12 Logistics project it is necessary to request a budget augmentation. This is intended to bring the project to final action by the city and the Solano County Local Agency Formation Commission.

The total budget augmentation request is \$32,000 for the Highway12 Logistics project allocated as shown in the following table.

Task Topic	Estimated Hours	Estimated Budget
Complete review and comment on the DEIR.	32	\$6,240
Review and comment on response to comments for the final EIR.	20	\$3,900
Prepare staff report for PC and CC.	24	\$4,680
Attend PC and CC hearings.	12	\$2,340
Prepare LAFCo application documents.	24	\$4,680
Prepare for and Attend LAFCo hearing.	6	\$1,170
Continue regular zoom meetings with staff and applicant team as required.	20	\$3,900
Provide on-going communication (emails, calls, etc) as required.	24	\$4,680
	162	\$31,590

PROFESSIONAL SERVICE CONTRACT AMENDMENT

CONTRACT AMENDMENT NO.	2	Date: August 13, 2024	Page	1	OF	1
PROJECT: HIGHWAY 12 LOGISTICS CENTER						
TO: David Wade			CONSULTANT: David Wade			
This amendment includes: Complete review and comment on the DEIR and prepare all associated Planning Commission and City Council staff reports in collaboration with City staff.						
Amendment Requested By: Jim Bermudez						

I. Description of Amendment:

Task Topic	Estimated Hours	Estimated Budget
Complete review and comment on the DEIR.	32	\$6,240
Review and comment on response to comments for the final EIR.	20	\$3,900
Prepare staff report for PC and CC.	24	\$4,680
Attend PC and CC hearings.	12	\$2,340
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Continue regular zoom meetings with staff and applicant team as required.	20	\$3,900
Provide on-going communication (emails, calls, etc) as required.	24	\$4,680
	162	\$31,590

The added scope of services will be completed on a time-and-materials basis for an amount not to exceed **\$31,590**.

II. Estimated Increase/Decrease:

Original Contract	\$ 72,600	Previous Amendments	\$ 60,500
This Amendment	\$ 31,590	Total Contract to Date	\$ 164,690
<input type="checkbox"/> This CA is Federal Aid Eligible	By reason of this Amendment, the time of completion for all work under this contract will be adjusted as follows:	TBD	<input type="checkbox"/> Calendar Days
<input checked="" type="checkbox"/> This CA is <i>not</i> Federal Aid Eligible			<input type="checkbox"/> Working Days
			<input type="checkbox"/> N/A Days

III. Authorization

We, the undersigned consultant, have given careful consideration to the proposed Amendment and hereby agree, if this proposal is approved, that we will provide all services, produce all contracted items, except as may be otherwise noted above, and perform all services necessary for the work specified above, and will accept as full payment therefore the prices shown above.

Consultant: David Wade

Date Accepted: August 13, 2024

By _____

Title: President

City of Suisun City:

Prepared By: _____

Project Manager

Date

Approval Recommended : _____

PROFESSIONAL SERVICE CONTRACT AMENDMENT

Development Services Director Date

City Manager Approval:

City Manager

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AGENDA TRANSMITTAL

MEETING DATE: August 13, 2024

AGENDA ITEM: Council Adoption of Resolution No. 2024-___: Amending and Restating the Schedule of Salary and Benefits for Unrepresented and Executive Management Employees.

FISCAL IMPACT: The annual cost of implementing a 4% base wage increase to the Development Services Director, the Recreation, Parks and Marina Director, and the Human Resources Administrator is approximately \$26,000 annually. These costs will be absorbed within the existing budgetary allocations for the respective departments.

STRATEGIC PLAN: Provide Good Governance and Fiscal Solvency.

BACKGROUND: The Schedule of Salary and Benefits for Unrepresented and Executive Management Employees specifies the level of benefits and compensation the City Council has authorized for unrepresented employees. These benefits may be amended from time to time as desired by the City Council. It was most recently amended/updated on February 6, 2024, with Resolution No. 2024-09.

STAFF REPORT: The Schedule of Salary and Benefits for Unrepresented and Executive Management Employees is being updated currently to provide the Development Services Director, the Recreation, Parks and Marina Director and the Human Resources Administrator’s classifications and incumbent employees with a 4% base wage adjustment effective August 16, 2024.

A separate agenda item is before City Council this evening, in coordination with this item, which updates the Citywide Salary Schedule reflective of this 4% base wage increase.

STAFF RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2024-___: Amending and Restating the Schedule of Salary and Benefits for Unrepresented and Executive Management Employees.

DOCUMENTS ATTACHED:

1. Resolution No. 2024-___: Amending and Restating the Schedule of Salary and Benefits for Unrepresented and Executive Management Employees.
 - a. Amended and Restated Schedule of Salary and Benefits for Unrepresented and Executive Management Employees
 2. Amended and Restated Schedule of Salary and Benefits for Unrepresented and Executive Management Employees – Redline
-

PREPARED BY:	Christina Penland, Human Resources Administrator
REVIEWED BY:	Bret Prebula, City Manager
APPROVED BY:	Bret Prebula, City Manager

ATTACHMENTS:

1. Resolution Amending and Restating the Schedule of Salary and Benefits for Unrep and Executive Management.docx
 - a. UNREP EM Schedule of Benefits - Clean
2. UNREP EM Schedule of Benefits - Redline

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WHEREAS, the Schedule of Benefits for Unrepresented Employees may be adjusted at any time by the City Council; and

WHEREAS, the City Council now desires to further amend sections of the Schedule of Compensation and Benefits for Unrepresented Employees, to provide a 4% base wage increase to the Development Services Director, the Recreation, Parks and Marina Director, and the Human Resources Administrator classifications and incumbent employees; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City hereby adopts Resolution No. 2024-____: Amending and Restating the Schedule of Salary and Benefits for Unrepresented and Executive Management Employees.

PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 13th day of August 2024, by the following vote:

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

WITNESS my hand and the seal of said City this 13th day of August 2024.

Anita Skinner
City Clerk

Exhibit A: Amended and Restated Schedule of Salary and Benefits for Unrepresented and Executive Management Employees

**CITY OF SUISUN CITY
AMENDED AND RESTATED
SCHEDULE OF SALARY AND BENEFITS
FOR UNREPRESENTED AND
EXECUTIVE MANAGEMENT EMPLOYEES
EFFECTIVE August 13, 2024
Adopted by Resolution No. 2024-__**

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ARTICLE 1 INTRODUCTION

Section 01. AFFECTED EMPLOYEES.

This Schedule of Salary and Benefits for Unrepresented and Executive Management Employees (the "Plan") shall be in force and effect for the following classifications of employees with the City of Suisun City ("City"), hereinafter referred to as the "Affected Employee(s)," and is also subject to any express employment contracts entered into and signed by the City and the Affected Employees with the employment contract taking precedence over this Plan:

- Development Services Director
- Finance Director
- Fire Chief
- Human Resources Administrator
- Police Chief
- Public Works Director / City Engineer
- Recreation, Parks, & Marina Director

Section 02. FIRE BATTALION CHIEF.

The Fire Battalion Chief classification shall receive the same benefits afforded to the Fire Captains and Fire Engineers, represented by the Suisun City Professional Firefighters' Association, (SCFPA, IAFF 1186), provided under the SCFPA Memorandum of Understanding (MOU), as amended from time to time, even if expired, including uniform allowance at \$1300 annually, which will be paid on the regular paychecks on a pro-rata basis, equally divided across each of the twenty-six (26) pay periods/paychecks. The Fire Battalion Chief classification is explicitly excluded from any and all provisions of this Plan that apply expressly to Affected Employees in the classifications identified in Section 1. Fire Battalion Chiefs are not at-will employees and are FLSA non-exempt. Wages for the Fire Battalion Chief classification will be adjusted by -0.367% effective July 21, 2023.

Section 03. CHIEF BUILDING OFFICIAL.

The Building Official shall receive the same benefits afforded to Management and Professional employees, represented by the Suisun City Management and Professional Employees' Association (SCMPEA) as provided under the SCMPEA MOU, as amended from time to time, even if expired. The Building Official classification is explicitly excluded from any and all provisions of this Plan that apply expressly to Affected Employees in the classifications identified in Section 1. Wages for the Building Official classification will be adjusted by 10.174% effective July 21, 2023.

Section 04. AT-WILL EMPLOYMENT STATUS.

All Affected Employees, are deemed to be "at-will" employees serving solely at the pleasure of the City Manager and are subject to dismissal without notice and without cause whatsoever; and without any right of due process hearing, including any so-called "Skelly" pre-disciplinary notice and response or post-termination appeal hearing. Cause shall be defined as malfeasance, misfeasance, misconduct, unethical conduct, illegal conduct, insubordination or any other conduct that the City Council, in its sole discretion, deems to reflect poorly on the City, its employees, or its services. In the

event of such voluntary or involuntary termination, the sole and entire right of any Affected Employee shall be to receive compensation, if any, which vested prior to the date of the termination. This provision does not waive any public safety statutory rights afforded to the Police Chief and/or Fire Chief.

Section 05. FUTURE ADDITIONAL CLASSIFICATIONS.

This Plan shall include future additional classifications determined under applicable City Resolution to be “at-will” within the categories of Unrepresented or Executive Management.

ARTICLE 2 SALARY

Section 01. SALARY SCHEDULE SYSTEM.

The City maintains a separate City-wide Salary Resolution, for all City employees, including Affected Employees who are now employed, or will in the future be employed, in any of the designated positions of employment set forth in Article I, Section 01 above. The compensation of all Affected Employees shall be determined on a merit basis and Affected Employees will be paid in accordance with the range of pay identified by position in the separate salary schedule resolution or by written contract signed by the City and the Affected Employee.

Section 02. BASE WAGE INCREASES

A. EFFECTIVE MAY 12, 2023.

Effective May 12, 2023, base hourly wages will be adjusted as follows:

1. Miscellaneous. Base hourly wage increases of two dollars (\$2.00) per hour to the wage range for all unrepresented miscellaneous job classes.
2. Police and Fire. Base hourly wage increases of six dollars (\$6.00) per hour to the wage range for all unrepresented safety job classes.

B. EFFECTIVE JULY 21, 2023.

Effective July 21, 2023, base hourly wages will be adjusted as follows:

<u>Job Class</u>	<u>Approximate Wage Adjustment</u>
Development Services Director	10.124%
Finance Director	10.124%
Fire Chief	0.234%
Human Resources Administrator	23.832%
Police Chief	16.746%
Public Works Director / City Engineer	18.724%
Recreation, Parks, & Marina Director	10.124%

C. FINANCE DIRECTOR BASE WAGE ADJUSTMENT.

Effective February 16, 2024, the base hourly wage for the Finance Director will be increased by 4%.

D. DEVELOPMENT SERVICES DIRECTOR, RECREATION, PARKS, & MARINA DIRECTOR, HUMAN RESOURCES ADMINISTRATOR BASE WAGE ADJUSTMENT.

Effective August 16, 2024, the base hourly wage for the Development Services Director, the Recreation, Parks, & Marina Director, and the Human Resources Administrator will be increased by 4%.

Section 03. LEVEL OF COMPENSATION.

The compensation of all Affected Employees shall be determined on a merit basis, and said employees shall initially be placed, at time of appointment by the City Manager, at a pay step within the applicable pay ranges as established in the City's salary resolution.

Section 04. ADVANCEMENT WITHIN THE SALARY SCHEDULE.

Affected Employees shall be considered for advancement within the steps of the City's Salary Schedule resolution at the discretion of the City Manager. The City Manager shall evaluate all Employees on an annual basis as determined by the initial hire date. If it is determined that an Employee is eligible for an advancement, the effective date of the advancement shall be the first payroll period following the City Manager's approval unless otherwise specified by the City Manager. Advancements within the salary range may be granted, based on merit, if an Employee demonstrates exceptional ability and proficiency in the performance of the employee's duties as determined by the City Manager.

Section 05. WORK SCHEDULES.

The traditional work schedule is a 40.0-hour workweek consisting of five (5) consecutive eight (8) hour days in a seven (7)-day period (hereinafter "5/40"), beginning at 12:00 am on Friday through 11:59 pm on the following Thursday. All other work schedules shall be considered Alternative Work Schedules.

Section 06. ALTERNATIVE WORK SCHEDULES.

Nine (9) workdays totaling eighty (80) hours during a fourteen (14)-day period beginning at 12:00 am on Friday through 11:59 pm on the following Thursday (hereinafter "9/80"), or any other configuration approved by the City Manager.

Section 07. FLSA EXEMPT STATUS.

The City designates the Affected Employees as exempt from overtime for purposes of the Fair Labor Standards Act ("FLSA"). The City shall comply with all applicable state and federal standards, regulations and laws relative to its designations of these employees as exempt for FLSA purposes.

ARTICLE 3 OTHER COMPENSATION

Section 01. ACTING CITY MANAGER PAY.

If assigned as Acting City Manager for a duration that exceeds seven (7) business days, the Affected Employee shall receive Acting Pay of ten percent (10%) of base pay. This compensation is non-pensionable compensation.

Section 02. DEPUTY CITY MANAGER ASSIGNMENT & PAY.

This is a two (2) year pilot program which can be paused or eliminated by City Council at any time. The City Manager, with the concurrence of the City Council in closed session consistent with current Department Head appointment procedures, may assign at their discretion a designee who is covered by the City’s Resolution governing Unrepresented and Executive Management Employees, to serve as Deputy City Manager over non-public safety services. Assignees will have up to a two (2) year assignment that can be revoked by the City Manager, with the concurrence of City Council in closed session, at any time. The assignment ending date must be specified upon the assignment and may be extended for longer than two (2) years only if the pilot program is also extended. Assignees will be required to continue to maintain a high level of job performance in their existing position and have capacity to take on this additional assignment. The pilot program shall be reviewed by City Council every six (6) months. If assigned as Deputy City Manager for a duration that exceeds seven (7) business days, the assigned employee shall receive Acting Pay of fifteen percent (15%) of base pay, which shall not be pensionable compensation.

Section 03. FIRE DUTY CHIEF STANDBY PAY.

Due to the City's inability to afford full-time staff to serve as a Fire Duty Chief for each shift, the Fire Chief may be assigned to serve as Fire Duty Chief on a standby basis in addition to regular hours worked, typically overnight and on regularly scheduled days off. The Fire Chief when assigned to serve as Duty Chief shall receive additional non-pensionable Fire Duty Chief Standby Pay per assigned shift as follows: \$200 per weekday evening shift (5:01 p.m. to 8:29 a.m.), \$200 per weekend day shift (8:30 a.m. to 8:29 p.m.), and \$200 per weekend evening shift (8:30 p.m. to 8:29 a.m.); this additional pay will be limited to no more than fifteen (15) shifts per month. If operationally necessary, the City Manager may authorize additional shifts that must be requested and approved in writing. It is expected that such assignment would be made on monthly basis taking the form of a rotation between participants to reduce the burden on any single individual and to distribute evenly the assignment to the maximum extent possible. Employees must be scheduled for Fire Duty Chief Standby in such a manner as to ensure at least one-consecutive day off (e.g., no regular or standby work assignment) each week of a month to the maximum extent possible. The Fire Chief shall have the sole ability to schedule one Fire Duty Chief per shift based on staffing, budget, and operational discretion as they see fit, but shall not assign themselves any greater participation than assigned to any single Fire Division Chief to the maximum extent possible and/or mutually agreed upon allotment between the Chief Officers.

Section 04. ADVANCED EDUCATION COMPENSATION.

Affected Employees that have an advanced degree (master’s degree, doctorate, etc.) that complements their job duties and descriptions or provides benefit to the City, and exceeds the job description or classification specification requirement, will be given a base salary compensation adjustment of three (3%) percent. This incentive is limited to a maximum of three (3%) percent regardless of the number of degrees exceeding the job requirement. An advanced degree required for the position is not eligible for the incentive. This compensation must be approved by the City Manager.

Section 05. AUTOMOBILE ALLOWANCE.

Affected Employees shall receive four hundred dollars (\$400.00) per month in automobile allowance or a take home City vehicle, as determined by the City Manager. All uses of City vehicles shall be per the City vehicle use policy.

Section 06. TECHNOLOGY/CELL PHONE EQUIPMENT.

Subject to the written approval of the City Manager, the City shall provide Affected Employees with a City purchased and maintained cell phone, tablet, lap-top, personal computer, printer, remote access from home computer and all other related technology needed to successfully undertake their position, provided such equipment is available for use and/or has been budgeted for.

Section 07. CONFIDENTIAL EMPLOYEE PROGRAM TERMINATION.

Currently, the Recreation, Parks, and Marina Director, hired prior to July 30, 2019, receives a 3% Confidential Pay Differential which is added to the employee's base pay. No other Executive Management classifications are eligible for this pay and the Confidential Pay Program will end with the departure of the current incumbent Recreation, Parks, and Marina Director.

Section 08. NOTARY PAY.

Any employee that possesses an official Notary Commission and is required to perform these duties in addition to their normal job duties shall be afforded a monthly \$50 allowance, approved by the City Manager. The City will provide the cost of training, certification, recertification, bond, insurance and recording with the County Recorder of the Notary Commission for any employees required to obtain and maintain an official Notary Commission.

Section 09. LONGEVITY PAY.

Upon the completion of five (5) years of continuous full-time City service, Affected Employees shall receive an amount equal to three percent (3%) of current base salary. Affected Employees who complete ten (10) years of continuous full-time City service shall receive an additional three percent (3%) of current base salary (for a total of six percent (6%)).

In addition to eligibility for the longevity pay described in the paragraph above, Affected Employees who have completed fifteen (15) years of service as a sworn law enforcement officer, shall receive an additional three percent (3%) of current base salary (eligible for up to nine percent (9%) total longevity pay).

Section 10. POST EXECUTIVE MANAGEMENT CERTIFICATE PAY.

Affected Employees that possess a POST Executive Management Certificate shall receive an amount equal to five percent (5%) of current base salary.

ARTICLE 4 EDUCATION REIMBURSEMENT

Section 01. LIMITATIONS ON EDUCATION REIMBURSEMENT.

Upon approval of the City Manager, the City shall reimburse Affected Employees' costs for further education such as tuition, registration fees, and books, subject to the limits set forth in this Article. Other fees such as mileage, activity cards and other optional fees and lab fees shall not be reimbursed. The following rules shall apply for education reimbursement:

- A. Courses, degrees and certifications must relate to the Employee's position or be directly related to the employee's potential professional development with the City.
- B. Pre-approval by the City Manager is required in advance of registering any the course of instruction.
- C. Course work taken only at institutions accredited by nationally recognized accrediting agencies that the federal Secretary of Education has determined to be reliable authorities as to the quality of such education or training offered shall be considered for reimbursement. Correspondence courses shall not be eligible. Reimbursement for course work taken at a non-accredited institution shall be subject to the sole discretion of the City Manager.
- D. Employees shall only receive education reimbursement if they satisfactorily complete the approved course with a "pass" or grade of "C" or better.
- E. In the event an Employee receives assistance under federal or state government legislation or other student aid program for education charges for an approved course, only the difference, if any, between such assistance and the education charges an employee actually incurs, shall be eligible for reimbursement under this program.
- F. Upon completion of each course, an Employee shall be responsible for reporting grades received to the Personnel Department for recording purposes and for supplying a copy of the grade receipt for the employee's personnel file.

Section 02. Reimbursement for books and registration fees shall be paid upon proof of payment by the Employee. Tuition costs shall be reimbursed following completion of the course and submittal of proof for the successful completion of the course as required by this Article. If the City requires the employee to withdraw from the course, the City shall reimburse the employee for the full cost of tuition. All payments shall be made as part of the regular City warrant.

Section 03. Failure on the part of an Employee to provide any information required to determine eligibility for reimbursement, or providing false information for reimbursement requests, shall result in the employee being ineligible for any future tuition reimbursements, and may result in disciplinary action up to and including termination of employment.

Section 04. In no case shall the total amount of education reimbursement for individual courses provided to an Employee in a given fiscal year exceed one thousand five hundred dollars (\$1,500.00). If an Employee leaves City service within two (2) years of receiving education reimbursement, the Employee must reimburse the City an amount equal to half of the total education reimbursement

paid by the City, which may be withheld from the Employee's final paycheck per agreement by the Employee.

ARTICLE 5 RETIREMENT BENEFITS

Section 01. THE CALIFORNIA PUBLIC EMPLOYEES' PENSION REFORM ACT OF 2013 (PEPRA).

PEPRA took effect January 1, 2013. PEPRA outlines the definition of Classic and New Members and specifies requirements specific to these classes of members. Eligibility as a Classic or New Member is also governed by the Public Employees' Retirement Law (PERL), and eligibility determinations are made solely by California Public Employees' Retirement System (CalPERS).

Section 02. CLASSIC MISCELLANEOUS EMPLOYEE RETIREMENT BENEFITS.

Except as otherwise provided in this Article, the City provides the two (2%) percent at fifty-five (55) CalPERS Retirement Plan, with One (1)-Year Final Compensation, including the 1959 Survivor's Benefit Level three (3), for Classic Miscellaneous Employees. The City shall pay the Employer's contribution. The employee shall pay the Employee's contribution as established by CalPERS. As soon as practicable and approved by CalPERS, all Miscellaneous Employees will receive an increase to their base hourly rate of seven-point-five (7.5%) percent in exchange for Classic Miscellaneous employees paying the full employee contribution along with employees governed by PEPRA.

Section 03. CLASSIC SAFETY FIRE EMPLOYEE RETIREMENT BENEFITS.

Except as otherwise provided in this Article, the City provides the two (2%) percent at fifty-five (55) CalPERS Retirement Plan, with One (1)-Year Final Compensation, including the 1959 Survivor's Benefit Level three (3), for Classic Safety Fire Employees. The City shall pay the Employer's contribution. The employee shall pay the Employee's contribution as established by CalPERS. As soon as practicable and approved by CalPERS, all Fire Safety Affected Employees will receive an increase to their base hourly rate of seven-point-five (7.5%) percent in exchange for the Classic Safety Fire employees paying the full employee contribution along with employees governed by PEPRA.

Section 04. CLASSIC SAFETY POLICE EMPLOYEE RETIREMENT BENEFITS.

Except as otherwise provided in this Article, the City provides the CalPERS three (3%) percent at fifty (50) Retirement Plan, with One (1)-Year Final Compensation and Credit for Unused Sick Leave Government Code Sections 20042 and 20965 respectively, for Classic Safety Police Employees. The Credit for Unused Sick Leave will be reduced by the number of hours converted to cash pursuant to Section 5 of Article IX. The following provisions apply to Affected Employees receiving Safety Police benefits:

- A. The City shall continue to provide Level four (4), Survivor Benefits through CalPERS.
- B. The employee shall pay the Employee's contribution as established by CalPERS.
- C. Consistent with Internal Revenue Code Section 414(h)(2), that portion of the Affected Employee's contribution paid by the Employee shall be deducted from each Employee's gross pay on a pre-tax basis.

- D. As soon as practicable and approved by CalPERS, all Safety Police Affected Employees will receive an increase to their base hourly rate of five-point-five (5.5%) percent in exchange for the Classic Safety Police Employees paying the full employee contribution along with employees governed by PEPRA.

Section 05. PEPRA NEW MISCELLANEOUS EMPLOYEE RETIREMENT BENEFITS.

The City provides the two (2%) percent at sixty-two (62) CalPERS Plan for New Member Miscellaneous Employees. The City shall pay the Employer's contribution as established by CalPERS. The Employee shall pay the Employee's contribution as established by CalPERS. Pursuant to PEPRA, no Employer Paid Member Contribution (EPMC) is available for New Members. Should any provision in this Article be determined to be in conflict with PEPRA, the provisions of PEPRA shall take precedence.

Section 06. PEPRA NEW SAFETY FIRE EMPLOYEE RETIREMENT BENEFITS.

The City provides the two (2%) percent at fifty-seven (57) CalPERS PEPRA Plan for New Member Safety Fire Employees. The City shall pay the Employer's contribution as established by CalPERS. The Employee shall pay the Employee's contribution as established by CalPERS. Pursuant to PEPRA, no EPMC is available for New Members. Should any provision in this Article be determined to be in conflict with PEPRA, the provisions of PEPRA shall take precedence.

Section 07. PEPRA NEW SAFETY POLICE EMPLOYEE RETIREMENT BENEFITS.

The City provides the two-point-seven (2.7%) percent at fifty-seven (57) CalPERS Plan for PEPRA New Member Safety Police Employees. The City shall pay the Employer's contribution as established by CalPERS. The Employee shall pay the Employee's contribution as established by CalPERS. Pursuant to PEPRA, no EPMC is available for New Members. Should any provision in this Article be determined to be in conflict with PEPRA, the provisions of PEPRA shall take precedence.

Section 08. SICK LEAVE CONVERSION.

The City provides Credit for Unused Sick Leave pursuant to Government Code Section 20965.

ARTICLE 6 VACATION LEAVE

Section 01. VACATION ACCRUAL.

Affected Employee accumulation of Vacation Leave shall commence effective with the date of hire, according to the following schedule, prorated on a pay period basis (annual total divided by 26 bi-weekly pay periods to two decimal places of accuracy):

- A. For the first five (5) years of service. Employees shall earn and be credited with Vacation Leave at the rate of one hundred and twenty (120) hours per year.
- B. Commencing with the Sixth (6th) Year. Employees shall earn and be credited with Vacation Leave at the rate of one hundred and sixty (160) hours per year.
- C. Commencing with the Eleventh (11th) Year. Employees shall earn and be credited with an additional eight (8) hours per additional year of service until reaching a maximum of two hundred (200) hours per year after fifteen (15) years of service.

Section 02. MAXIMUM ACCUMULATION.

Affected Employees with fifteen (15) or fewer years of service with the City may accumulate up to a maximum of two hundred eighty (280) hours of Vacation Leave. Employees with over fifteen (15) years of service with the City may accumulate up to a maximum of three hundred twenty (320) hours of Vacation Leave.

Under exceptional circumstances, such as heavy workloads or staffing shortages, the City Manager may authorize the accumulation of additional Vacation Leave. If an Employee is at the limit, they must request to take Vacation Leave off. If a written request to do so is disapproved, the limit may be increased by the City Manager. Failure to request time off will result in ceasing the accrual of Vacation Leave upon reaching maximum accumulation and continuing until the balance is reduced by forty (40) hours.

Section 03. HOLIDAY DURING VACATION.

An Employee is not charged Vacation Leave for a Holiday occurring during their Vacation Leave.

Section 04. UTILIZATION OF VACATION LEAVE.

Utilization of Vacation Leave shall be scheduled through the City Manager, who shall, in their sole discretion, determine when and whether to permit such leave. In making a determination when and whether to permit utilization of Vacation Leave, the City Manager may consider such factors as the preferences of the Employee, the availability of staff to assume the duties of the employee, the impact of the leave on overall City service or pending projects, and the overall staffing and other needs of the City.

Section 05. CONVERSION OF UNUSED VACATION LEAVE TO CASH.

Affected Employees are allowed to cash-out of a maximum of forty (40) hours in January of each year as long as there remains a minimum of eight (8) hours in employee’s vacation leave after cash-out. The Finance Department will send out a request form, in November of the preceding year, that includes written verification of each employee’s current Vacation Leave balance. To be entitled to cash-out Vacation Leave, Employees must make an irrevocable request for the upcoming calendar year to cash-out Vacation Leave by filling out and signing the form provided by the Finance Department. The form must be submitted to the Finance Department by the date provided on the form and in no event later than December 31st of each year for cash-out in January of the following year. Moreover, no request for conversion shall be granted unless first approved by the City Manager.

Section 06. VACATION LEAVE PAYMENT AT SEPARATION.

Affected Employees who voluntarily or involuntarily separate from employment with the City shall be paid in a lump sum for all accrued Vacation Leave earned to the effective date of the separation, up to the maximum prescribed in this Article. Payment shall be at the same hourly rate of pay as was authorized for the Employee at the effective date of termination.

Section 07. RESTORING LEAVE CAPS.

Leave caps shall be restored for all Affected Employees effective July 1, 2024. In order to effectuate this intent, the City will buy down any excess accrued leave to the original authorized accrued leave cap effective the last full payroll period in June 2023. Employees will then have one (1) year, until July 1, 2024, to maintain and/or reduce their leave accruals below the contractual leave caps at which time employees will no longer be allowed to exceed the leave caps. Those who are still over the cap on or after July 1, 2024, shall not accrue any more leave time until they bring their accrual balance below the leave caps and shall not be allowed to accrue over the cap from thereon. The City understands that after buying down the excess accrued leave to the leave caps, that it is likely in the first few payroll periods following that event that employees will exceed the caps again, so the City is providing the one (1) year period to give employees time to sufficiently reduce their leave accruals to avoid future loss of accruals when the hard cap is imposed.

ARTICLE 7 HOLIDAYS

Section 01. HOLIDAY DATES.

All Affected Employees shall have the same legal holidays and the same schedule of holidays as are afforded mid-management employees, either by City's past practice or as presently listed in the current memorandum of understanding governing those employees.

The following are recognized as Holidays:

- The first day of January, New Year's Day.
- The third Monday in January, Martin Luther King's Birthday.
- The third Monday in February, President's Day.
- The last Monday in May, Memorial Day.
- The nineteenth day of June, Juneteenth.
- The fourth day of July, Independence Day.
- The first Monday in September, Labor Day.
- The second Monday in October, Columbus Day.
- The eleventh day of November, Veteran's Day.
- The fourth Thursday in November, Thanksgiving Day.
- The fourth Friday in November, the day after Thanksgiving Day.
- The twenty-fifth day of December, Christmas Day.
- One floating Holiday shall be posted on the first pay period in July and one floating Holiday on the first pay period in January to the Holiday Leave balance.
- Any date proclaimed by the Mayor of Suisun City as a Holiday.

Holidays proclaimed by the President of the United States or the Governor of the State of California shall be subject to review and are not automatically provided to Affected Employees.

Section 02. HOLIDAY LEAVE BALANCE.

Holiday Leave shall be accumulated separately from Vacation Leave. Holiday Leave may be used for paid leave purposes (essentially in the same manner as Vacation Leave). In order to encourage

Affected Employees to take advantage of their Holiday Leave, a maximum of one hundred (100) hours is allowed to accrue in Holiday Leave balance. Employees may not cash-out Holiday Leave except upon leaving City service. If an Employee is at the accrual limit, they must request to take Holiday Leave off. If a written request to do so is disapproved, then the accrual limit shall be increased by the City Manager. Failure to request time off would result in ceasing the accrual of Holiday Leave upon reaching maximum accumulation and continuing until the balance is reduced by 20 hours.

Section 03. RESTORING LEAVE CAPS.

Leave caps shall be restored for all Affected Employees effective July 1, 2024. In order to effectuate this intent, the City will buy down any excess accrued leave to the original authorized accrued leave cap effective the last full payroll period in June 2023. Employees will then have one (1) year, until July 1, 2024, to maintain and/or reduce their leave accruals below the contractual leave caps at which time employees will no longer be allowed to exceed the leave caps. Those who are still over the cap on or after July 1, 2024, shall not accrue any more leave time until they bring their accrual balance below the leave caps and shall not be allowed to accrue over the cap from thereon. The City understands that after buying down the excess accrued leave to the leave caps, that it is likely in the first few payroll periods following that event that employees will exceed the caps again, so the City is providing the one (1) year period to give employees time to sufficiently reduce their leave accruals to avoid future loss of accruals when the hard cap is imposed.

ARTICLE 8 EXECUTIVE LEAVE

Section 01. EXECUTIVE LEAVE ACCRUAL.

Affected Employees shall be granted one hundred twenty (120) hours of Executive Leave with pay each fiscal year (July 1 to June 30). Sixty (60) hours of Executive Leave will be allocated on a semi-annual basis on the following dates: January 1st and July 1st. Employees hired during the fiscal year period shall have Executive Leave credited as a pro-rated amount pursuant to AD 7, Section 8.5. Affected Employees may accumulate up to a maximum of one hundred sixty (160) hours of Executive Leave, wherein upon reaching maximum accumulation such accrual shall cease until the balance falls below the establish maximum accumulation.

Section 02. EXECUTIVE LEAVE CASH-OUT.

Affected Employees are allowed to request cash-out of a maximum of forty (40) hours in January of each year. The Finance Department will send out a request form, in November of the preceding year, that includes written verification of each Employee's current Executive Leave balance. To be entitled to cash-out Executive Leave, Employees must make an irrevocable request for the upcoming calendar year to cash-out Executive Leave by filling out and signing the form provided by the Finance Department. The form must be submitted to the Finance Department by the date provided on the form, and in no event later than December 31st of each year for cash-out in January of the following year. Moreover, no request for cash-out shall be granted unless first approved by the City Manager. City Manager may consider cash-out of additional unused leave accruals in extreme or emergency situations, but only following the same request procedure.

Section 03. RESTORING LEAVE CAPS.

Leave caps shall be restored for all Affected Employees effective July 1, 2024. In order to effectuate this intent, the City will buy down any excess accrued leave to the original authorized accrued leave cap effective the last full payroll period in June 2023. Employees will then have one (1) year, until July 1, 2024, to maintain and/or reduce their leave accruals below the contractual leave caps at which time employees will no longer be allowed to exceed the leave caps. Those who are still over the cap on or after July 1, 2024, shall not accrue any more leave time until they bring their accrual balance below the leave caps and shall not be allowed to accrue over the cap from thereon. The City understands that after buying down the excess accrued leave to the leave caps, that it is likely in the first few payroll periods following that event that employees will exceed the caps again, so the City is providing the one (1) year period to give employees time to sufficiently reduce their leave accruals to avoid future loss of accruals when the hard cap is imposed.

ARTICLE 9 SICK LEAVE AND OTHER LEAVES

Section 01. LEAVES OF ABSENCE.

Rules regarding Sick Leave and other leaves of absence, including but not limited to, Family or Medical Leave, Pregnancy Disability Leave, Bereavement Leave, Catastrophic Leave Sharing Program, Jury Duty Leave and Military Leave, are set forth in Chapter 10 the Personnel Rules.

Section 03. LEAVE OF ABSENCE DUE TO INJURY INCURRED WHILE ON DUTY.

- A. The City shall comply with applicable federal and state laws governing work-related injuries, leaves and compensation.
- B. Employees shall bring health and/or safety problems in the workplace to the attention of their supervisor as soon as possible.
- C. The City shall coordinate accrued Sick Leave with Workers' Compensation benefits.
- D. Employees who have exhausted their Sick Leave balances may use accrued Vacation Leave, Executive Leave, and/or Holiday Leave consistent with the provisions of Personnel Rules Subsection 10.3.1. Upon expiration of all paid leave time, an Employee shall be entitled to receive compensation only from the City's Workers' Compensation third-party administrator.

ARTICLE 10 MEDICAL & DENTAL INSURANCE

Section 01. CORE FLEX PLAN.

The City will contribute a Core Flex Plan amount equivalent to the Kaiser Permanente Region 1 Premium for Employee, Employee plus one, and Employee plus Family toward the monthly premium cost.

Should the health plan premium cost, selected by the employee, be less than the Kaiser Permanente Region 1 premium, the City shall pay no more than the full cost of the Kaiser Permanente rate, with the difference between the cost of the selected health plan premium, and the maximum provided by the city eligible to be applied toward the cost of vision and dental premiums.

Section 02. FLEXIBLE BENEFIT OPTIONS.

The City shall provide \$500.00 per month (employee only) and \$700.00 per month (employee plus one or more dependents) as a Flexible Benefit Credit that may be used in lieu of the Core Flex Plan enrollment per Section 1 of this Article. The Flexible Benefit Credit may be divided among Dental and Vision Premiums, Flexible Spending Accounts, and Taxable Cash Option. Affected Employees choosing the Flexible Benefit Options must establish eligibility by providing verification of enrollment in a group health plan and must reestablish eligibility annually for continued enrollment in the Flexible Benefit Options during each Open Enrollment Period established by the City.

Section 03. RESTRICTIONS.

Affected Employees may either enroll in the Core Flex Plan or be entitled to the Flexible Benefit Options as described in Section 2 of this Article, but may not participate in both, with the exception of the Voluntary Pre-Tax Payroll Deduction Flexible Spending Account or enrollment in a Dental and/or Vision Plan.

Section 04. MEDICAL INSURANCE BENEFITS AFTER DEATH IN THE LINE OF DUTY.

Should the Police Chief or Fire Chief lose their life in the line of duty, the City shall continue to pay medical insurance payments as outlined above for the Employee's immediate dependent family. Said payments will continue for a period of up to two (2) years, provided the City's medical insurance plan allows for such continued participation. The surviving dependent family member(s) may remain on the City's medical plan at the City's cost after the two (2) years has elapsed, provided that the medical plan allows for such continued participation.

Section 05. SICK LEAVE CONVERSION TO FUND MEDICAL PREMIUMS.

Upon normal retirement from the City, Affected Employees may convert twenty-five (25) percent of their Sick Leave balance to a cash equivalent and use it to fund medical premiums. This conversion will be deducted from the amount reported for CalPERS credit in Article IV.

ARTICLE 11 WORKERS' COMPENSATION COVERAGE

Section 01. The City shall provide Workers' Compensation Insurance coverage (hereinafter "Workers' Comp") for all Affected Employees through its self-insured program.

ARTICLE 12 STATE DISABILITY INSURANCE COVERAGE

Section 01. STATE DISABILITY INSURANCE.

The City shall participate in the State Disability Insurance Program (hereinafter "SDI").

Section 02. PAYMENT OF SDI PREMIUMS.

SDI premiums shall be paid in full by the City on behalf of all participating Affected Employees.

ARTICLE 13 LIFE INSURANCE AND DEFERRED COMPENSATION

Section 01. LIFE INSURANCE.

The City shall provide a \$200,000 term and accidental death and dismemberment insurance policy for each Employee. The face value of the policy will begin reducing at age 65, per the policy’s schedule of benefits.

Section 02. DEFERRED COMPENSATION PLAN.

The City shall provide a Deferred Compensation Plan as an optional benefit to Employees. The City will match the Employee contribution up to 3.5% per pay period. The City's match will be contributed to participating Employees on a per pay-period basis.

ARTICLE 14 UNIFORMS AND UNIFORM ALLOWANCES

The City shall annually pay Affected Employees required to wear uniforms in the performance of their duties a Uniform Allowance as follows:

Police Chief:	\$1,300 annually
Fire Chief:	\$1,300 annually

Uniform allowance will be paid on the regular paychecks on a pro-rata basis, equally divided across each of the twenty-six (26) pay periods/paychecks.

ARTICLE 15 SEVERANCE

The City shall provide a Non-Public Safety Affected Employee who is at-will and who is terminated for any reason, other than For Cause, an amount equivalent to three (3) months of pay at the employee’s then-current rate of pay plus an amount equivalent to three (3) months of COBRA insurance coverage (combined “Severance”), in consideration for and contingent upon the employee’s execution of a general release agreement approved in form by the City Attorney. The City shall give a Public Safety Affected Employee who is at-will and who is terminated for any reason, other than For Cause, an amount equivalent to four (4) months of pay at the employee’s then-current rate of pay plus an amount equivalent to four (4) months of COBRA insurance coverage (combined “Severance”), in consideration for and contingent upon the employee’s execution of a general release agreement approved in form by the City Attorney and which includes a waiver of any Public Safety statutory rights. “For Cause” includes, but is not limited to malfeasance, misfeasance, misconduct, unethical conduct, illegal conduct, insubordination or any other conduct that is deemed to reflect poorly on the City, its employees, or its services.

ARTICLE 16 ELECTIONS

In no event will the terms of this Unrepresented Employee Benefit Schedule or its adoptive resolution be changed or terminated within ninety (90) days before or after any municipal election for the selection or recall of one or more of the members of the City Council.

END

**CITY OF SUISUN CITY
AMENDED AND RESTATED
SCHEDULE OF SALARY AND BENEFITS
FOR UNREPRESENTED AND
EXECUTIVE MANAGEMENT EMPLOYEES
EFFECTIVE August 13, 2024
Adopted by Resolution No. 2024-__**

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ARTICLE 1 INTRODUCTION

Section 01. AFFECTED EMPLOYEES.

This Schedule of Salary and Benefits for Unrepresented and Executive Management Employees (the "Plan") shall be in force and effect for the following classifications of employees with the City of Suisun City ("City"), hereinafter referred to as the "Affected Employee(s)," and is also subject to any express employment contracts entered into and signed by the City and the Affected Employees with the employment contract taking precedence over this Plan:

- Development Services Director
- Finance Director
- Fire Chief
- Human Resources Administrator
- Police Chief
- Public Works Director / City Engineer
- Recreation, Parks, & Marina Director

Section 02. FIRE BATTALION CHIEF.

The Fire Battalion Chief classification shall receive the same benefits afforded to the Fire Captains and Fire Engineers, represented by the Suisun City Professional Firefighters' Association, (SCFPA, IAFF 1186), provided under the SCPFA Memorandum of Understanding (MOU), as amended from time to time, even if expired, including uniform allowance at \$1300 annually, which will be paid on the regular paychecks on a pro-rata basis, equally divided across each of the twenty-six (26) pay periods/paychecks. The Fire Battalion Chief classification is explicitly excluded from any and all provisions of this Plan that apply expressly to Affected Employees in the classifications identified in Section 1. Fire Battalion Chiefs are not at-will employees and are FLSA non-exempt. Wages for the Fire Battalion Chief classification will be adjusted by -0.367% effective July 21, 2023.

Section 03. CHIEF BUILDING OFFICIAL.

The Building Official shall receive the same benefits afforded to Management and Professional employees, represented by the Suisun City Management and Professional Employees' Association (SCMPEA) as provided under the SCMPEA MOU, as amended from time to time, even if expired. The Building Official classification is explicitly excluded from any and all provisions of this Plan that apply expressly to Affected Employees in the classifications identified in Section 1. Wages for the Building Official classification will be adjusted by 10.174% effective July 21, 2023.

Section 04. AT-WILL EMPLOYMENT STATUS.

All Affected Employees, are deemed to be "at-will" employees serving solely at the pleasure of the City Manager and are subject to dismissal without notice and without cause whatsoever; and without any right of due process hearing, including any so-called "Skelly" pre-disciplinary notice and response or post-termination appeal hearing. Cause shall be defined as malfeasance, misfeasance, misconduct, unethical conduct, illegal conduct, insubordination or any other conduct that the City

Council, in its sole discretion, deems to reflect poorly on the City, its employees, or its services. In the event of such voluntary or involuntary termination, the sole and entire right of any Affected Employee shall be to receive compensation, if any, which vested prior to the date of the termination. This provision does not waive any public safety statutory rights afforded to the Police Chief and/or Fire Chief.

Section 05. FUTURE ADDITIONAL CLASSIFICATIONS.

This Plan shall include future additional classifications determined under applicable City Resolution to be “at-will” within the categories of Unrepresented or Executive Management.

ARTICLE 2 SALARY

Section 01. SALARY SCHEDULE SYSTEM.

The City maintains a separate City-wide Salary Resolution, for all City employees, including Affected Employees who are now employed, or will in the future be employed, in any of the designated positions of employment set forth in Article I, Section 01 above. The compensation of all Affected Employees shall be determined on a merit basis and Affected Employees will be paid in accordance with the range of pay identified by position in the separate salary schedule resolution or by written contract signed by the City and the Affected Employee.

Section 02. BASE WAGE INCREASES

A. EFFECTIVE MAY 12, 2023.

Effective May 12, 2023, base hourly wages will be adjusted as follows:

1. Miscellaneous. Base hourly wage increases of two dollars (\$2.00) per hour to the wage range for all unrepresented miscellaneous job classes.
2. Police and Fire. Base hourly wage increases of six dollars (\$6.00) per hour to the wage range for all unrepresented safety job classes.

B. EFFECTIVE JULY 21, 2023.

Effective July 21, 2023, base hourly wages will be adjusted as follows:

<u>Job Class</u>	<u>Approximate Wage Adjustment</u>
Development Services Director	10.124%
Finance Director	10.124%
Fire Chief	0.234%
Human Resources Administrator	23.832%
Police Chief	16.746%
Public Works Director / City Engineer	18.724%
Recreation, Parks, & Marina Director	10.124%

C. FINANCE DIRECTOR BASE WAGE ADJUSTMENT.

Effective February 16, 2024, the base hourly wage for the Finance Director will be increased by 4%.

D. DEVELOPMENT SERVICES DIRECTOR, RECREATION, PARKS, & MARINA DIRECTOR, HUMAN RESOURCES ADMINISTRATOR BASE WAGE ADJUSTMENT.

Effective August 16, 2024, the base hourly wage for the Development Services Director, the Recreation, Parks, & Marina Director, and the Human Resources Administrator will be increased by 4%.

Section 03. LEVEL OF COMPENSATION.

The compensation of all Affected Employees shall be determined on a merit basis, and said employees shall initially be placed, at time of appointment by the City Manager, at a pay step within the applicable pay ranges as established in the City's salary resolution.

Section 04. ADVANCEMENT WITHIN THE SALARY SCHEDULE.

Affected Employees shall be considered for advancement within the steps of the City's Salary Schedule resolution at the discretion of the City Manager. The City Manager shall evaluate all Employees on an annual basis as determined by the initial hire date. If it is determined that an Employee is eligible for an advancement, the effective date of the advancement shall be the first payroll period following the City Manager's approval unless otherwise specified by the City Manager. Advancements within the salary range may be granted, based on merit, if an Employee demonstrates exceptional ability and proficiency in the performance of the employee's duties as determined by the City Manager.

Section 05. WORK SCHEDULES.

The traditional work schedule is a 40.0-hour workweek consisting of five (5) consecutive eight (8) hour days in a seven (7)-day period (hereinafter "5/40"), beginning at 12:00 am on Friday through 11:59 pm on the following Thursday. All other work schedules shall be considered Alternative Work Schedules.

Section 06. ALTERNATIVE WORK SCHEDULES.

Nine (9) workdays totaling eighty (80) hours during a fourteen (14)-day period beginning at 12:00 am on Friday through 11:59 pm on the following Thursday (hereinafter "9/80"), or any other configuration approved by the City Manager.

Section 07. FLSA EXEMPT STATUS.

The City designates the Affected Employees as exempt from overtime for purposes of the Fair Labor Standards Act ("FLSA"). The City shall comply with all applicable state and federal standards, regulations and laws relative to its designations of these employees as exempt for FLSA purposes.

ARTICLE 3 OTHER COMPENSATION

Section 01. ACTING CITY MANAGER PAY.

If assigned as Acting City Manager for a duration that exceeds seven (7) business days, the Affected Employee shall receive Acting Pay of ten percent (10%) of base pay. This compensation is non-pensionable compensation.

Section 02. DEPUTY CITY MANAGER ASSIGNMENT & PAY.

This is a two (2) year pilot program which can be paused or eliminated by City Council at any time. The City Manager, with the concurrence of the City Council in closed session consistent with current Department Head appointment procedures, may assign at their discretion a designee who is covered by the City’s Resolution governing Unrepresented and Executive Management Employees, to serve as Deputy City Manager over non-public safety services. Assignees will have up to a two (2) year assignment that can be revoked by the City Manager, with the concurrence of City Council in closed session, at any time. The assignment ending date must be specified upon the assignment and may be extended for longer than two (2) years only if the pilot program is also extended. Assignees will be required to continue to maintain a high level of job performance in their existing position and have capacity to take on this additional assignment. The pilot program shall be reviewed by City Council every six (6) months. If assigned as Deputy City Manager for a duration that exceeds seven (7) business days, the assigned employee shall receive Acting Pay of fifteen percent (15%) of base pay, which shall not be pensionable compensation.

Section 03. FIRE DUTY CHIEF STANDBY PAY.

Due to the City's inability to afford full-time staff to serve as a Fire Duty Chief for each shift, the Fire Chief may be assigned to serve as Fire Duty Chief on a standby basis in addition to regular hours worked, typically overnight and on regularly scheduled days off. The Fire Chief when assigned to serve as Duty Chief shall receive additional non-pensionable Fire Duty Chief Standby Pay per assigned shift as follows: \$200 per weekday evening shift (5:01 p.m. to 8:29 a.m.), \$200 per weekend day shift (8:30 a.m. to 8:29 p.m.), and \$200 per weekend evening shift (8:30 p.m. to 8:29 a.m.); this additional pay will be limited to no more than fifteen (15) shifts per month. If operationally necessary, the City Manager may authorize additional shifts that must be requested and approved in writing. It is expected that such assignment would be made on monthly basis taking the form of a rotation between participants to reduce the burden on any single individual and to distribute evenly the assignment to the maximum extent possible. Employees must be scheduled for Fire Duty Chief Standby in such a manner as to ensure at least one-consecutive day off (e.g., no regular or standby work assignment) each week of a month to the maximum extent possible. The Fire Chief shall have the sole ability to schedule one Fire Duty Chief per shift based on staffing, budget, and operational discretion as they see fit, but shall not assign themselves any greater participation than assigned to any single Fire Division Chief to the maximum extent possible and/or mutually agreed upon allotment between the Chief Officers.

Section 04. ADVANCED EDUCATION COMPENSATION.

Affected Employees that have an advanced degree (master’s degree, doctorate, etc.) that complements their job duties and descriptions or provides benefit to the City, and exceeds the job description or classification specification requirement, will be given a base salary compensation adjustment of three (3%) percent. This incentive is limited to a maximum of three (3%) percent regardless of the number of degrees exceeding the job requirement. An advanced degree required for the position is not eligible for the incentive. This compensation must be approved by the City Manager.

Section 05. AUTOMOBILE ALLOWANCE.

Affected Employees shall receive four hundred dollars (\$400.00) per month in automobile allowance or a take home City vehicle, as determined by the City Manager. All uses of City vehicles shall be per the City vehicle use policy.

Section 06. TECHNOLOGY/CELL PHONE EQUIPMENT.

Subject to the written approval of the City Manager, the City shall provide Affected Employees with a City purchased and maintained cell phone, tablet, lap-top, personal computer, printer, remote access from home computer and all other related technology needed to successfully undertake their position, provided such equipment is available for use and/or has been budgeted for.

Section 07. CONFIDENTIAL EMPLOYEE PROGRAM TERMINATION.

Currently, the Recreation, Parks, and Marina Director, hired prior to July 30, 2019, receives a 3% Confidential Pay Differential which is added to the employee's base pay. No other Executive Management classifications are eligible for this pay and the Confidential Pay Program will end with the departure of the current incumbent Recreation, Parks, and Marina Director.

Section 08. NOTARY PAY.

Any employee that possesses an official Notary Commission and is required to perform these duties in addition to their normal job duties shall be afforded a monthly \$50 allowance, approved by the City Manager. The City will provide the cost of training, certification, recertification, bond, insurance and recording with the County Recorder of the Notary Commission for any employees required to obtain and maintain an official Notary Commission.

Section 09. LONGEVITY PAY.

Upon the completion of five (5) years of continuous full-time City service, Affected Employees shall receive an amount equal to three percent (3%) of current base salary. Affected Employees who complete ten (10) years of continuous full-time City service shall receive an additional three percent (3%) of current base salary (for a total of six percent (6%)).

In addition to eligibility for the longevity pay described in the paragraph above, Affected Employees who have completed fifteen (15) years of service as a sworn law enforcement officer, shall receive an additional three percent (3%) of current base salary (eligible for up to nine percent (9%) total longevity pay).

Section 10. POST EXECUTIVE MANAGEMENT CERTIFICATE PAY.

Affected Employees that possess a POST Executive Management Certificate shall receive an amount equal to five percent (5%) of current base salary.

ARTICLE 4 EDUCATION REIMBURSEMENT

Section 01. **LIMITATIONS ON EDUCATION REIMBURSEMENT.**

Upon approval of the City Manager, the City shall reimburse Affected Employees’ costs for further education such as tuition, registration fees, and books, subject to the limits set forth in this Article. Other fees such as mileage, activity cards and other optional fees and lab fees shall not be reimbursed. The following rules shall apply for education reimbursement:

- A. Courses, degrees and certifications must relate to the Employee’s position or be directly related to the employee’s potential professional development with the City.
- B. Pre-approval by the City Manager is required in advance of registering any the course of instruction.
- C. Course work taken only at institutions accredited by nationally recognized accrediting agencies that the federal Secretary of Education has determined to be reliable authorities as to the quality of such education or training offered shall be considered for reimbursement. Correspondence courses shall not be eligible. Reimbursement for course work taken at a non-accredited institution shall be subject to the sole discretion of the City Manager.
- D. Employees shall only receive education reimbursement if they satisfactorily complete the approved course with a “pass” or grade of “C” or better.
- E. In the event an Employee receives assistance under federal or state government legislation or other student aid program for education charges for an approved course, only the difference, if any, between such assistance and the education charges an employee actually incurs, shall be eligible for reimbursement under this program.
- F. Upon completion of each course, an Employee shall be responsible for reporting grades received to the Personnel Department for recording purposes and for supplying a copy of the grade receipt for the employee’s personnel file.

Section 02. Reimbursement for books and registration fees shall be paid upon proof of payment by the Employee. Tuition costs shall be reimbursed following completion of the course and submittal of proof for the successful completion of the course as required by this Article. If the City requires the employee to withdraw from the course, the City shall reimburse the employee for the full cost of tuition. All payments shall be made as part of the regular City warrant.

Section 03. Failure on the part of an Employee to provide any information required to determine eligibility for reimbursement, or providing false information for reimbursement requests, shall result in the employee being ineligible for any future tuition reimbursements, and may result in disciplinary action up to and including termination of employment.

Section 04. In no case shall the total amount of education reimbursement for individual courses provided to an Employee in a given fiscal year exceed one thousand five hundred dollars (\$1,500.00). If an Employee leaves City service within two (2) years of receiving education reimbursement, the Employee must reimburse the City an amount equal to half of the total education reimbursement paid by the City, which may be withheld from the Employee’s final paycheck per agreement by the Employee.

ARTICLE 5

RETIREMENT BENEFITS

Section 01. THE CALIFORNIA PUBLIC EMPLOYEES' PENSION REFORM ACT OF 2013 (PEPRA).

PEPRA took effect January 1, 2013. PEPRA outlines the definition of Classic and New Members and specifies requirements specific to these classes of members. Eligibility as a Classic or New Member is also governed by the Public Employees' Retirement Law (PERL), and eligibility determinations are made solely by California Public Employees' Retirement System (CalPERS).

Section 02. CLASSIC MISCELLANEOUS EMPLOYEE RETIREMENT BENEFITS.

Except as otherwise provided in this Article, the City provides the two (2%) percent at fifty-five (55) CalPERS Retirement Plan, with One (1)-Year Final Compensation, including the 1959 Survivor's Benefit Level three (3), for Classic Miscellaneous Employees. The City shall pay the Employer's contribution. The employee shall pay the Employee's contribution as established by CalPERS. As soon as practicable and approved by CalPERS, all Miscellaneous Employees will receive an increase to their base hourly rate of seven-point-five (7.5%) percent in exchange for Classic Miscellaneous employees paying the full employee contribution along with employees governed by PEPRA.

Section 03. CLASSIC SAFETY FIRE EMPLOYEE RETIREMENT BENEFITS.

Except as otherwise provided in this Article, the City provides the two (2%) percent at fifty-five (55) CalPERS Retirement Plan, with One (1)-Year Final Compensation, including the 1959 Survivor's Benefit Level three (3), for Classic Safety Fire Employees. The City shall pay the Employer's contribution. The employee shall pay the Employee's contribution as established by CalPERS. As soon as practicable and approved by CalPERS, all Fire Safety Affected Employees will receive an increase to their base hourly rate of seven-point-five (7.5%) percent in exchange for the Classic Safety Fire employees paying the full employee contribution along with employees governed by PEPRA.

Section 04. CLASSIC SAFETY POLICE EMPLOYEE RETIREMENT BENEFITS.

Except as otherwise provided in this Article, the City provides the CalPERS three (3%) percent at fifty (50) Retirement Plan, with One (1)-Year Final Compensation and Credit for Unused Sick Leave Government Code Sections 20042 and 20965 respectively, for Classic Safety Police Employees. The Credit for Unused Sick Leave will be reduced by the number of hours converted to cash pursuant to Section 5 of Article IX. The following provisions apply to Affected Employees receiving Safety Police benefits:

- A. The City shall continue to provide Level four (4), Survivor Benefits through CalPERS.
- B. The employee shall pay the Employee's contribution as established by CalPERS.
- C. Consistent with Internal Revenue Code Section 414(h)(2), that portion of the Affected Employee's contribution paid by the Employee shall be deducted from each Employee's gross pay on a pre-tax basis.
- D. As soon as practicable and approved by CalPERS, all Safety Police Affected Employees will receive an increase to their base hourly rate of five-point-five (5.5%) percent in exchange for the Classic Safety Police Employees paying the full employee contribution along with employees governed by PEPRA.

Section 05. PEPRA NEW MISCELLANEOUS EMPLOYEE RETIREMENT BENEFITS.

The City provides the two (2%) percent at sixty-two (62) CalPERS Plan for New Member Miscellaneous Employees. The City shall pay the Employer's contribution as established by CalPERS. The Employee shall pay the Employee's contribution as established by CalPERS. Pursuant to PEPR, no Employer Paid Member Contribution (EPMC) is available for New Members. Should any provision in this Article be determined to be in conflict with PEPR, the provisions of PEPR shall take precedence.

Section 06. PEPRA NEW SAFETY FIRE EMPLOYEE RETIREMENT BENEFITS.

The City provides the two (2%) percent at fifty-seven (57) CalPERS PEPR Plan for New Member Safety Fire Employees. The City shall pay the Employer's contribution as established by CalPERS. The Employee shall pay the Employee's contribution as established by CalPERS. Pursuant to PEPR, no EPMC is available for New Members. Should any provision in this Article be determined to be in conflict with PEPR, the provisions of PEPR shall take precedence.

Section 07. PEPRA NEW SAFETY POLICE EMPLOYEE RETIREMENT BENEFITS.

The City provides the two-point-seven (2.7%) percent at fifty-seven (57) CalPERS Plan for PEPR New Member Safety Police Employees. The City shall pay the Employer's contribution as established by CalPERS. The Employee shall pay the Employee's contribution as established by CalPERS. Pursuant to PEPR, no EPMC is available for New Members. Should any provision in this Article be determined to be in conflict with PEPR, the provisions of PEPR shall take precedence.

Section 08. SICK LEAVE CONVERSION.

The City provides Credit for Unused Sick Leave pursuant to Government Code Section 20965.

ARTICLE 6 VACATION LEAVE

Section 01. VACATION ACCRUAL.

Affected Employee accumulation of Vacation Leave shall commence effective with the date of hire, according to the following schedule, prorated on a pay period basis (annual total divided by 26 bi-weekly pay periods to two decimal places of accuracy):

- A. For the first five (5) years of service. Employees shall earn and be credited with Vacation Leave at the rate of one hundred and twenty (120) hours per year.
- B. Commencing with the Sixth (6th) Year. Employees shall earn and be credited with Vacation Leave at the rate of one hundred and sixty (160) hours per year.
- C. Commencing with the Eleventh (11th) Year. Employees shall earn and be credited with an additional eight (8) hours per additional year of service until reaching a maximum of two hundred (200) hours per year after fifteen (15) years of service.

Section 02. MAXIMUM ACCUMULATION.

Affected Employees with fifteen (15) or fewer years of service with the City may accumulate up to a maximum of two hundred eighty (280) hours of Vacation Leave. Employees with over fifteen (15) years of service with the City may accumulate up to a maximum of three hundred twenty (320) hours of Vacation Leave.

Under exceptional circumstances, such as heavy workloads or staffing shortages, the City Manager may authorize the accumulation of additional Vacation Leave. If an Employee is at the limit, they must request to take Vacation Leave off. If a written request to do so is disapproved, the limit may be increased by the City Manager. Failure to request time off will result in ceasing the accrual of Vacation Leave upon reaching maximum accumulation and continuing until the balance is reduced by forty (40) hours.

Section 03. HOLIDAY DURING VACATION.

An Employee is not charged Vacation Leave for a Holiday occurring during their Vacation Leave.

Section 04. UTILIZATION OF VACATION LEAVE.

Utilization of Vacation Leave shall be scheduled through the City Manager, who shall, in their sole discretion, determine when and whether to permit such leave. In making a determination when and whether to permit utilization of Vacation Leave, the City Manager may consider such factors as the preferences of the Employee, the availability of staff to assume the duties of the employee, the impact of the leave on overall City service or pending projects, and the overall staffing and other needs of the City.

Section 05. CONVERSION OF UNUSED VACATION LEAVE TO CASH.

Affected Employees are allowed to cash-out of a maximum of forty (40) hours in January of each year as long as there remains a minimum of eight (8) hours in employee's vacation leave after cash-out. The Finance Department will send out a request form, in November of the preceding year, that includes written verification of each employee's current Vacation Leave balance. To be entitled to cash-out Vacation Leave, Employees must make an irrevocable request for the upcoming calendar year to cash-out Vacation Leave by filling out and signing the form provided by the Finance Department. The form must be submitted to the Finance Department by the date provided on the form and in no event later than December 31st of each year for cash-out in January of the following year. Moreover, no request for conversion shall be granted unless first approved by the City Manager.

Section 06. VACATION LEAVE PAYMENT AT SEPARATION.

Affected Employees who voluntarily or involuntarily separate from employment with the City shall be paid in a lump sum for all accrued Vacation Leave earned to the effective date of the separation, up to the maximum prescribed in this Article. Payment shall be at the same hourly rate of pay as was authorized for the Employee at the effective date of termination.

Section 07. RESTORING LEAVE CAPS.

Leave caps shall be restored for all Affected Employees effective July 1, 2024. In order to effectuate this intent, the City will buy down any excess accrued leave to the original authorized accrued leave cap effective the last full payroll period in June 2023. Employees will then have one (1) year, until July 1, 2024, to maintain and/or reduce their leave accruals below the contractual leave caps at which time employees will no longer be allowed to exceed the leave caps. Those who are still over the cap on or after July 1, 2024, shall not accrue any more leave time until they bring their accrual balance below the leave caps and shall not be allowed to accrue over the cap from thereon. The City understands that after buying down the excess accrued leave to the leave caps, that it is likely in the first few payroll periods following that event that employees will exceed the caps again, so the City is providing the one (1) year period to give employees time to sufficiently reduce their leave accruals to avoid future loss of accruals when the hard cap is imposed.

ARTICLE 7 HOLIDAYS

Section 01. HOLIDAY DATES.

All Affected Employees shall have the same legal holidays and the same schedule of holidays as are afforded mid-management employees, either by City's past practice or as presently listed in the current memorandum of understanding governing those employees.

The following are recognized as Holidays:

- The first day of January, New Year's Day.
- The third Monday in January, Martin Luther King's Birthday.
- The third Monday in February, President's Day.
- The last Monday in May, Memorial Day.
- The nineteenth day of June, Juneteenth.
- The fourth day of July, Independence Day.
- The first Monday in September, Labor Day.
- The second Monday in October, Columbus Day.
- The eleventh day of November, Veteran's Day.
- The fourth Thursday in November, Thanksgiving Day.
- The fourth Friday in November, the day after Thanksgiving Day.
- The twenty-fifth day of December, Christmas Day.
- One floating Holiday shall be posted on the first pay period in July and one floating Holiday on the first pay period in January to the Holiday Leave balance.
- Any date proclaimed by the Mayor of Suisun City as a Holiday.

Holidays proclaimed by the President of the United States or the Governor of the State of California shall be subject to review and are not automatically provided to Affected Employees.

Section 02. HOLIDAY LEAVE BALANCE.

Holiday Leave shall be accumulated separately from Vacation Leave. Holiday Leave may be used for paid leave purposes (essentially in the same manner as Vacation Leave). In order to encourage

Affected Employees to take advantage of their Holiday Leave, a maximum of one hundred (100) hours is allowed to accrue in Holiday Leave balance. Employees may not cash-out Holiday Leave except upon leaving City service. If an Employee is at the accrual limit, they must request to take Holiday Leave off. If a written request to do so is disapproved, then the accrual limit shall be increased by the City Manager. Failure to request time off would result in ceasing the accrual of Holiday Leave upon reaching maximum accumulation and continuing until the balance is reduced by 20 hours.

Section 03. RESTORING LEAVE CAPS.

Leave caps shall be restored for all Affected Employees effective July 1, 2024. In order to effectuate this intent, the City will buy down any excess accrued leave to the original authorized accrued leave cap effective the last full payroll period in June 2023. Employees will then have one (1) year, until July 1, 2024, to maintain and/or reduce their leave accruals below the contractual leave caps at which time employees will no longer be allowed to exceed the leave caps. Those who are still over the cap on or after July 1, 2024, shall not accrue any more leave time until they bring their accrual balance below the leave caps and shall not be allowed to accrue over the cap from thereon. The City understands that after buying down the excess accrued leave to the leave caps, that it is likely in the first few payroll periods following that event that employees will exceed the caps again, so the City is providing the one (1) year period to give employees time to sufficiently reduce their leave accruals to avoid future loss of accruals when the hard cap is imposed.

ARTICLE 8 EXECUTIVE LEAVE

Section 01. EXECUTIVE LEAVE ACCRUAL.

Affected Employees shall be granted one hundred twenty (120) hours of Executive Leave with pay each fiscal year (July 1 to June 30). Sixty (60) hours of Executive Leave will be allocated on a semi-annual basis on the following dates: January 1st and July 1st. Employees hired during the fiscal year period shall have Executive Leave credited as a pro-rated amount pursuant to AD 7, Section 8.5. Affected Employees may accumulate up to a maximum of one hundred sixty (160) hours of Executive Leave, wherein upon reaching maximum accumulation such accrual shall cease until the balance falls below the establish maximum accumulation.

Section 02. EXECUTIVE LEAVE CASH-OUT.

Affected Employees are allowed to request cash-out of a maximum of forty (40) hours in January of each year. The Finance Department will send out a request form, in November of the preceding year, that includes written verification of each Employee's current Executive Leave balance. To be entitled to cash-out Executive Leave, Employees must make an irrevocable request for the upcoming calendar year to cash-out Executive Leave by filling out and signing the form provided by the Finance Department. The form must be submitted to the Finance Department by the date provided on the form, and in no event later than December 31st of each year for cash-out in January of the following year. Moreover, no request for cash-out shall be granted unless first approved by the City Manager. City Manager may consider cash-out of additional unused leave accruals in extreme or emergency situations, but only following the same request procedure.

Section 03. RESTORING LEAVE CAPS.

Leave caps shall be restored for all Affected Employees effective July 1, 2024. In order to effectuate this intent, the City will buy down any excess accrued leave to the original authorized accrued leave cap effective the last full payroll period in June 2023. Employees will then have one (1) year, until July 1, 2024, to maintain and/or reduce their leave accruals below the contractual leave caps at which time employees will no longer be allowed to exceed the leave caps. Those who are still over the cap on or after July 1, 2024, shall not accrue any more leave time until they bring their accrual balance below the leave caps and shall not be allowed to accrue over the cap from thereon. The City understands that after buying down the excess accrued leave to the leave caps, that it is likely in the first few payroll periods following that event that employees will exceed the caps again, so the City is providing the one (1) year period to give employees time to sufficiently reduce their leave accruals to avoid future loss of accruals when the hard cap is imposed.

ARTICLE 9 SICK LEAVE AND OTHER LEAVES

Section 01. LEAVES OF ABSENCE.

Rules regarding Sick Leave and other leaves of absence, including but not limited to, Family or Medical Leave, Pregnancy Disability Leave, Bereavement Leave, Catastrophic Leave Sharing Program, Jury Duty Leave and Military Leave, are set forth in Chapter 10 the Personnel Rules.

Section 03. LEAVE OF ABSENCE DUE TO INJURY INCURRED WHILE ON DUTY.

- A. The City shall comply with applicable federal and state laws governing work-related injuries, leaves and compensation.
- B. Employees shall bring health and/or safety problems in the workplace to the attention of their supervisor as soon as possible.
- C. The City shall coordinate accrued Sick Leave with Workers' Compensation benefits.
- D. Employees who have exhausted their Sick Leave balances may use accrued Vacation Leave, Executive Leave, and/or Holiday Leave consistent with the provisions of Personnel Rules Subsection 10.3.1. Upon expiration of all paid leave time, an Employee shall be entitled to receive compensation only from the City's Workers' Compensation third-party administrator.

ARTICLE 10 MEDICAL & DENTAL INSURANCE

Section 01. CORE FLEX PLAN.

The City will contribute a Core Flex Plan amount equivalent to the Kaiser Permanente Region 1 Premium for Employee, Employee plus one, and Employee plus Family toward the monthly premium cost.

Should the health plan premium cost, selected by the employee, be less than the Kaiser Permanente Region 1 premium, the City shall pay no more than the full cost of the Kaiser Permanente rate, with the difference between the cost of the selected health plan premium, and the maximum provided by the city eligible to be applied toward the cost of vision and dental premiums.

Section 02. FLEXIBLE BENEFIT OPTIONS.

The City shall provide \$500.00 per month (employee only) and \$700.00 per month (employee plus one or more dependents) as a Flexible Benefit Credit that may be used in lieu of the Core Flex Plan enrollment per Section 1 of this Article. The Flexible Benefit Credit may be divided among Dental and Vision Premiums, Flexible Spending Accounts, and Taxable Cash Option. Affected Employees choosing the Flexible Benefit Options must establish eligibility by providing verification of enrollment in a group health plan and must reestablish eligibility annually for continued enrollment in the Flexible Benefit Options during each Open Enrollment Period established by the City.

Section 03. RESTRICTIONS.

Affected Employees may either enroll in the Core Flex Plan or be entitled to the Flexible Benefit Options as described in Section 2 of this Article, but may not participate in both, with the exception of the Voluntary Pre-Tax Payroll Deduction Flexible Spending Account or enrollment in a Dental and/or Vision Plan.

Section 04. MEDICAL INSURANCE BENEFITS AFTER DEATH IN THE LINE OF DUTY.

Should the Police Chief or Fire Chief lose their life in the line of duty, the City shall continue to pay medical insurance payments as outlined above for the Employee's immediate dependent family. Said payments will continue for a period of up to two (2) years, provided the City's medical insurance plan allows for such continued participation. The surviving dependent family member(s) may remain on the City's medical plan at the City's cost after the two (2) years has elapsed, provided that the medical plan allows for such continued participation.

Section 05. SICK LEAVE CONVERSION TO FUND MEDICAL PREMIUMS.

Upon normal retirement from the City, Affected Employees may convert twenty-five (25) percent of their Sick Leave balance to a cash equivalent and use it to fund medical premiums. This conversion will be deducted from the amount reported for CalPERS credit in Article IV.

ARTICLE 11 WORKERS' COMPENSATION COVERAGE

Section 01. The City shall provide Workers' Compensation Insurance coverage (hereinafter "Workers' Comp") for all Affected Employees through its self-insured program.

ARTICLE 12 STATE DISABILITY INSURANCE COVERAGE

Section 01. STATE DISABILITY INSURANCE.

The City shall participate in the State Disability Insurance Program (hereinafter "SDI").

Section 02. PAYMENT OF SDI PREMIUMS.

SDI premiums shall be paid in full by the City on behalf of all participating Affected Employees.

ARTICLE 13 LIFE INSURANCE AND DEFERRED COMPENSATION

Section 01. LIFE INSURANCE.

The City shall provide a \$200,000 term and accidental death and dismemberment insurance policy for each Employee. The face value of the policy will begin reducing at age 65, per the policy’s schedule of benefits.

Section 02. DEFERRED COMPENSATION PLAN.

The City shall provide a Deferred Compensation Plan as an optional benefit to Employees. The City will match the Employee contribution up to 3.5% per pay period. The City's match will be contributed to participating Employees on a per pay-period basis.

ARTICLE 14 UNIFORMS AND UNIFORM ALLOWANCES

The City shall annually pay Affected Employees required to wear uniforms in the performance of their duties a Uniform Allowance as follows:

Police Chief:	\$1,300 annually
Fire Chief:	\$1,300 annually

Uniform allowance will be paid on the regular paychecks on a pro-rata basis, equally divided across each of the twenty-six (26) pay periods/paychecks.

ARTICLE 15 SEVERANCE

The City shall provide a Non-Public Safety Affected Employee who is at-will and who is terminated for any reason, other than For Cause, an amount equivalent to three (3) months of pay at the employee’s then-current rate of pay plus an amount equivalent to three (3) months of COBRA insurance coverage (combined “Severance”), in consideration for and contingent upon the employee’s execution of a general release agreement approved in form by the City Attorney. The City shall give a Public Safety Affected Employee who is at-will and who is terminated for any reason, other than For Cause, an amount equivalent to four (4) months of pay at the employee’s then-current rate of pay plus an amount equivalent to four (4) months of COBRA insurance coverage (combined “Severance”), in consideration for and contingent upon the employee’s execution of a general release agreement approved in form by the City Attorney and which includes a waiver of any Public Safety statutory rights. “For Cause” includes, but is not limited to malfeasance, misfeasance, misconduct, unethical conduct, illegal conduct, insubordination or any other conduct that is deemed to reflect poorly on the City, its employees, or its services.

ARTICLE 16 ELECTIONS

In no event will the terms of this Unrepresented Employee Benefit Schedule or its adoptive resolution be changed or terminated within ninety (90) days before or after any municipal

election for the selection or recall of one or more of the members of the City Council.

END

AGENDA TRANSMITTAL

MEETING DATE: August 13, 2024

AGENDA ITEM: Council Adoption of Resolution No. 2024-___: Amending the Citywide Salary Schedule to Implement a 4% Base Wage Adjustment for the Classifications and Incumbent Employees in the Development Services Director, Recreation, Parks and Marina Director, and Human Resources Administrator Classifications.

FISCAL IMPACT: The financial impact of the proposed adjustments will be reflected in the respective departmental budgets. The estimated increase in annual salary costs is approximately \$26,000. These costs will be absorbed within the existing budgetary allocations for the respective departments.

STRATEGIC PLAN: Provide Good Governance and Fiscal Solvency.

BACKGROUND: On February 6, 2024, the City Council authorized a 4% base wage increase for the Finance Director. This adjustment led to a misalignment in the salary banding structure of the Level 1 Department Heads, between the Finance Director, the Development Services Director, and the Recreation, Parks and Marina Director. To correct this misalignment and maintain fairness, it is necessary to provide a similar 4% increase to the Development Services Director and the Recreation, Parks and Marina Director. Additionally, the Human Resources Administrator's salary, which is set at 10% below the Department Head Level 1 band, will also be adjusted by 4% to preserve the established salary relationship between these roles.

STAFF REPORT: This report addresses the need to provide a 4% base wage increase to the Development Services Director and the Recreation, Parks and Marina Director. The adjustment is required to realign the Department Head Level 1 salary banding structure following a recent 4% increase granted to the Finance Director. The Human Resources Administrator's salary, which is linked to the Level 1 Department Heads by a 10% differential, will also be adjusted to maintain the integrity of the salary banding system.

Current Salary Banding Structure:

- Development Services Director, Finance Director, Recreation, Parks and Marina Director: Positions are banded together as Level 1 Department Heads ensuring equitable compensation within the same salary band.
- Human Resources Administrator: Salary is positioned at a 10% differential from the Level 1 Department Heads, reflecting the established internal relationship.

The proposed 4% base wage increases for the Development Services Director, the Recreation, Parks and Marina Director, and the Human Resources Administrator will realign the salary structure, ensuring fair and consistent compensation in line with the intended banding system. The adjustments will rectify the disparities created by the previous increase to the Finance Director and uphold the integrity of the salary bands.

STAFF RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2024-____ - Amending the Citywide Salary Schedule to Provide a 4% Base Wage Adjustment to the Classifications and Incumbent Employees in the Development Services Director, Recreation, Parks and Marina Director, and Human Resources Administrator Classifications.

DOCUMENTS ATTACHED:

1. Resolution No. 2024-____ - Amending the Citywide Salary Schedule to Provide a 4% Base Wage Adjustment to the Classifications and Incumbent Employees in the Development Services Director, Recreation, Parks and Marina Director, and Human Resources Administrator Classifications.
 - a. Citywide Salary Schedule
-

PREPARED BY:	Christina Penland, Human Resources Administrator
REVIEWED BY:	Bret Prebula, City Manager
APPROVED BY:	Bret Prebula, City Manager

ATTACHMENTS:

1. [Resolution Approving the Citywide Salary Schedule.docx](#)
 - a. [Citywide Salary Schedule](#)
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RESOLUTION NO. 2024-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AMENDING THE CITYWIDE SALARY SCHEDULE TO PROVIDE A 4% BASE
WAGE ADJUSTMENT TO THE CLASSIFICATIONS AND INCUMBENT
EMPLOYEES IN THE DEVELOPMENT SERVICES DIRECTOR, RECREATION,
PARKS AND MARINA DIRECTOR, AND HUMAN RESOURCES
ADMINISTRATOR CLASSIFICATIONS.**

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

WHEREAS, the California Public Employees Retirement System (CalPERS) requires all Contracted Agencies to comply with the Public Employees’ Retirement Law (PERL), Public Employees’ Pension Reform Act of 2013 (PEPRA), and Title 2 of the California Code of Regulations (CCR) to provide CalPERS with a Publicly Available Pay Schedule; and

WHEREAS, the City’s Classification and Compensation Plan is amended from time to time, as needed, by resolution of the City Council to establish new classes or revise existing classes and compensation pursuant to the Personnel Rules and Regulations, Administrative Directive 7; and

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

WHEREAS, on July 18, 2023, the City published and implemented through labor negotiations the March 23, 2023, citywide compensation study which established compensation bands for Executive Management employees with the adoption of Resolution 2023-100; and

WHEREAS, on February 6, 2024, the City Council approved an amendment to the Citywide Salary Schedule with the adoption of Resolution No. 2024-08 implementing a 4% base wage adjustment to the classification and incumbent employee in the Finance Director classification; and

WHEREAS, the City Council desires to restore the established banding linked to the Department Head Level 1 compensation range by providing a 4% base wage increase to the classifications and incumbent employees in the Development Services Director, Recreation, Parks and Marina Director and Human Resources Administrator classifications; and

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

THAT the City Council of the City of Suisun City hereby adopts Resolution No. 2024-____: Amending the Citywide Salary Schedule to Provide a 4% Base Wage Adjustment to the

1 Classifications and Incumbent Employees in the Development Services Director, Recreation,
2 Parks and Marina Director, and Human Resources Administrator Classifications effective August
16, 2024.

3 **PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of Suisun
4 City duly held on Tuesday, the 13th day of August 2024, by the following vote:

5 **AYES:** Council Members: _____
6 **NOES:** Council Members: _____
7 **ABSENT:** Council Members: _____
8 **ABSTAIN:** Council Members: _____

9 **WITNESS** my hand and the seal of said City this 13th day of August 2024.

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Anita Skinner
City Clerk

Attachments: a. Citywide Salary Schedule



City of Suisun City
Salary Schedule
Resolution Date:

8/13/2024

Job Class	Range	Hourly					Monthly Average		Effective Date	B.U.	B.G.	FLSA OT
		A	B	C	D	E	Starting	Ending				
Account Clerk I (F)	268	\$23.74	\$24.93	\$26.18	\$27.49	\$28.86	\$4,116	\$5,003	07/07/23	SCEA	SCEA	
Account Clerk II (F)	291	\$26.12	\$27.43	\$28.80	\$30.24	\$31.75	\$4,527	\$5,503	07/07/23	SCEA	SCEA	
Account Clerk III	313	\$28.73	\$30.17	\$31.68	\$33.26	\$34.92	\$4,980	\$6,053	07/07/23	SCEA	SCEA	
Accountant	362	\$35.68	\$37.46	\$39.33	\$41.30	\$43.37	\$6,184	\$7,517	07/07/23	SCMPEA	SCMPEA	Exempt
Accounting Technician	332	\$31.34	\$32.91	\$34.56	\$36.28	\$38.10	\$5,433	\$6,604	07/07/23	SCEA	SCEA	
Administrative Assistant I (F)	285	\$25.33	\$26.60	\$27.93	\$29.33	\$30.79	\$4,391	\$5,337	07/07/23	SCEA	SCEA	
Administrative Assistant II (F)	307	\$27.87	\$29.26	\$30.72	\$32.26	\$33.87	\$4,830	\$5,871	07/07/23	SCEA	SCEA	
Administrative Technician	327	\$30.65	\$32.18	\$33.79	\$35.48	\$37.26	\$5,313	\$6,458	03/15/24	SCEA	SCEA	
Assistant Engineer (F)	389	\$40.76	\$42.80	\$44.94	\$47.19	\$49.54	\$7,065	\$8,588	07/07/23	SCMPEA	SCMPEA	Exempt
Assistant Planner (F)	361	\$35.53	\$37.31	\$39.18	\$41.13	\$43.19	\$6,159	\$7,486	07/07/23	SCMPEA	SCMPEA	Exempt
Associate Engineer (F)	409	\$44.84	\$47.08	\$49.43	\$51.90	\$54.50	\$7,772	\$9,447	07/07/23	SCMPEA	SCMPEA	Exempt
Associate Planner (F)	380	\$39.09	\$41.04	\$43.09	\$45.25	\$47.51	\$6,775	\$8,235	07/07/23	SCMPEA	SCMPEA	Exempt
Background Investigator	391	-	-	-	-	\$49.92	-	-	12/24/21	Temp/PT	Temp/PT	
Battalion Chief (2912 annual hours)	375	\$37.97	\$39.87	\$41.87	\$43.96	\$46.16	\$9,215	\$11,201	07/21/23	Unrep	SCPFA	
Building Inspection Services Manager	407	\$44.46	\$46.68	\$49.02	\$51.47	\$54.04	\$7,707	\$9,367	07/07/23	SCMPEA	SCMPEA	Exempt
Building Inspector I (F)	320	\$29.63	\$31.11	\$32.66	\$34.30	\$36.01	\$5,135	\$6,242	07/07/23	SCEA	SCEA	
Building Inspector II (F)	341	\$32.59	\$34.22	\$35.93	\$37.73	\$39.61	\$5,649	\$6,866	07/07/23	SCEA	SCEA	
Building Maintenance Worker I (F)	272	\$24.21	\$25.42	\$26.69	\$28.02	\$29.42	\$4,196	\$5,100	07/07/23	SCEA	SCEA	
Building Maintenance Worker II (F)	296	\$26.63	\$27.96	\$29.36	\$30.83	\$32.37	\$4,616	\$5,610	07/07/23	SCEA	SCEA	
Chief Building Official	469	\$61.33	\$64.39	\$67.61	\$70.99	\$74.54	\$10,630	\$12,921	07/21/23	Unrep	SCMPEA	Exempt
City Engineer	467	\$60.67	\$63.70	\$66.89	\$70.23	\$73.75	\$10,516	\$12,783	07/07/23	SCMPEA	SCMPEA	Exempt
City Manager	595	\$122.60	-	-	-	\$134.62	\$21,250	\$23,333	03/15/24	Unrep	EM	Exempt
Code Enforcement Officer I (F)	310	\$28.28	\$29.69	\$31.17	\$32.73	\$34.37	\$4,901	\$5,958	07/07/23	SCEA	SCEA	
Code Enforcement Officer II (F)	330	\$31.10	\$32.66	\$34.29	\$36.01	\$37.81	\$5,391	\$6,553	07/07/23	SCEA	SCEA	
Community Services Officer I (F)	284	\$25.21	\$26.47	\$27.79	\$29.18	\$30.64	\$4,370	\$5,311	07/07/23	SCEA	SCEA	
Community Services Officer II (F)	305	\$27.73	\$29.12	\$30.57	\$32.10	\$33.71	\$4,807	\$5,843	07/07/23	SCEA	SCEA	
Computer Systems Specialist	222	\$20.02	\$21.02	\$22.08	\$23.18	\$24.34	-	-	07/21/23	Temp/PT	Temp/PT	
Computer Technician	358	\$35.09	\$36.84	\$38.68	\$40.62	\$42.65	\$6,082	\$7,392	07/07/23	SCEA	SCEA	
Deputy City Clerk (C)	363	\$35.89	\$37.69	\$39.57	\$41.55	\$43.63	\$6,221	\$7,562	07/07/23	Confidential	SCMPEA	Exempt
Deputy Fire Chief	470	\$61.67	\$64.76	\$67.99	\$71.39	\$74.96	\$10,690	\$12,994	07/07/23	SCMPEA	SCMPEA	Exempt
Development Services Director	505	\$73.34	\$77.01	\$80.86	\$84.90	\$89.15	\$12,713	\$15,453	08/16/24	Unrep	EM	Exempt
Division Fire Chief	445	\$54.59	\$57.32	\$60.18	\$63.19	\$66.35	\$9,462	\$11,501	07/07/23	SCMPEA	SCMPEA	Exempt
Economic Development Consultant	441	-	-	-	-	\$65.00	-	-	12/24/21	Temp/PT	Temp/PT	
Finance Director	505	\$73.34	\$77.01	\$80.86	\$84.90	\$89.15	\$12,713	\$15,453	02/06/24	Unrep	EM	Exempt

(C) Denotes Confidential Class

(F) Denotes a Flexibly Staffed Classification

** City Manager's Salary is set by Contract

B.U. Bargaining Unit

B.G. Benefits Group

Job Class	Range	Hourly					Monthly Average		Effective Date	B.U.	B.G.	FLSA OT
		A	B	C	D	E	Starting	Ending				
Finance Manager	436	\$52.26	\$54.87	\$57.62	\$60.50	\$63.52	\$9,058	\$11,011	07/07/23	SCMPEA	SCMPEA	Exempt
Financial Services Specialist	222	\$20.02	\$21.02	\$22.08	\$23.18	\$24.34	-	-	07/21/23	Temp/PT	Temp/PT	
Fire Captain (2,912 annual hours)	350	\$34.52	\$36.25	\$38.06	\$39.96	\$41.96	\$8,377	\$10,183	07/07/23	SCPFA	SCPFA	
Fire Chief	514	\$76.03	\$79.84	\$83.83	\$88.02	\$92.42	\$13,179	\$16,019	07/21/23	Unrep	EM	Exempt
Fire Engineer (2912 annual hours)	A333	\$32.45	\$33.77	\$35.16	\$36.62	\$38.15	\$7,874	\$9,257	05/12/23	SCPFA	SCPFA	
Fire Engineer (2912 annual hours)	333	\$31.38	\$32.95	\$34.60	\$36.33	\$38.15	\$7,616	\$9,257	05/12/23	SCPFA	SCPFA	
Fire Marshal	445	\$54.59	\$57.32	\$60.18	\$63.19	\$66.35	\$9,462	\$11,501	07/07/23	SCMPEA	SCMPEA	Exempt
Firefighter	292	\$26.15	\$27.46	\$28.83	\$30.27	\$31.79	-	-	07/21/23	Temp/PT	Temp/PT	
Fleet Mechanic	288	\$25.76	\$27.05	\$28.40	\$29.82	\$31.32	\$4,466	\$5,428	07/07/23	SCEA	SCEA	
Housing Programs Manager	412	\$46.28	\$48.59	\$51.02	\$53.57	\$56.25	\$8,021	\$9,750	07/07/23	SCMPEA	SCMPEA	Exempt
Housing Specialist I (F)	306	\$27.78	\$29.17	\$30.63	\$32.16	\$33.77	\$4,815	\$5,853	07/07/23	SCEA	SCEA	
Housing Specialist II (F)	326	\$30.56	\$32.08	\$33.69	\$35.37	\$37.14	\$5,297	\$6,438	07/07/23	SCEA	SCEA	
Human Resources Administrator	485	\$66.68	\$70.01	\$73.51	\$77.19	\$81.05	\$11,558	\$14,049	08/16/24	Unrep	EM	Exempt
Human Resources Technician I (C)	311	\$28.49	\$29.92	\$31.41	\$32.99	\$34.63	\$4,939	\$6,003	05/07/24	Confidential	SCEA	
Human Resources Technician II (C)	332	\$31.34	\$32.91	\$34.56	\$36.28	\$38.10	\$5,433	\$6,604	07/07/23	Confidential	SCEA	
IT Services Manager	443	\$53.99	\$56.69	\$59.52	\$62.50	\$65.62	\$9,358	\$11,374	07/07/23	SCMPEA	SCMPEA	Exempt
Maintenance Worker I (F)	300	\$27.16	\$28.52	\$29.95	\$31.45	\$33.02	\$4,708	\$5,723	07/07/23	SCEA	SCEA	
Maintenance Worker II (F)	322	\$29.88	\$31.37	\$32.94	\$34.59	\$36.32	\$5,179	\$6,295	07/07/23	SCEA	SCEA	
Management Analyst I (F)	361	\$35.53	\$37.31	\$39.18	\$41.13	\$43.19	\$6,159	\$7,486	07/07/23	SCMPEA	SCMPEA	Exempt
Management Analyst II (F)	380	\$39.09	\$41.04	\$43.09	\$45.25	\$47.51	\$6,775	\$8,235	07/07/23	SCMPEA	SCMPEA	Exempt
Marketing Manager	379	\$38.82	\$40.76	\$42.80	\$44.94	\$47.18	\$6,728	\$8,178	07/07/23	SCMPEA	SCMPEA	Exempt
Office Assistant	263	\$23.22	\$24.38	\$25.60	\$26.88	\$28.23	\$4,025	\$4,892	07/07/23	SCEA	SCEA	
Permit Technician I (F)	303	\$27.48	\$28.86	\$30.30	\$31.82	\$33.41	\$4,764	\$5,791	07/07/23	SCEA	SCEA	
Permit Technician II (F)	324	\$30.23	\$31.74	\$33.33	\$35.00	\$36.75	\$5,240	\$6,370	07/07/23	SCEA	SCEA	
Planning Specialist	222	\$20.02	\$21.02	\$22.08	\$23.18	\$24.34	-	-	07/21/23	Temp/PT	Temp/PT	
Police Chief	547	\$88.56	\$92.99	\$97.64	\$102.52	\$107.64	\$15,350	\$18,658	07/21/23	Unrep	EM	Exempt
Police Commander	498	\$70.53	\$74.05	\$77.76	\$81.64	\$85.73	\$12,225	\$14,859	07/07/23	SCMPEA	SCMPEA	Exempt
Police Evidence and Property Technician I (F)	284	\$25.21	\$26.47	\$27.79	\$29.18	\$30.64	\$4,370	\$5,311	07/07/23	SCEA	SCEA	
Police Evidence and Property Technician II (F)	305	\$27.73	\$29.12	\$30.57	\$32.10	\$33.71	\$4,807	\$5,843	07/07/23	SCEA	SCEA	
Police Officer (F)	411	\$45.21	\$47.47	\$49.84	\$52.34	\$54.95	\$7,836	\$9,525	07/07/23	SCPOA	SCPOA	
Police Officer Trainee (F)	276	-	-	-	\$28.63	\$30.06	-	-	12/24/21	Temp/PT	Temp/PT	
Police Sergeant	460	\$56.96	\$59.81	\$62.80	\$65.94	\$69.24	\$9,874	\$12,002	12/08/23	SCPOA	SCPOA	
Police Support Services Manager	450	\$55.31	\$58.08	\$60.98	\$64.03	\$67.23	\$9,588	\$11,654	07/19/24	SCMPEA	SCMPEA	Exempt
Principal Planner	433	\$51.59	\$54.17	\$56.88	\$59.73	\$62.71	\$8,943	\$10,870	07/07/23	SCMPEA	SCMPEA	Exempt
Project Manager	408	\$44.64	\$46.87	\$49.22	\$51.68	\$54.26	\$7,738	\$9,405	07/07/23	SCMPEA	SCMPEA	Exempt
Public Safety Dispatch/Police Records Supervisor	410	\$45.64	\$47.93	\$50.32	\$52.84	\$55.48	\$7,911	\$9,616	07/19/24	SCMPEA	SCMPEA	Exempt
Public Safety Dispatcher I (F)	349	\$34.29	\$36.01	\$37.81	\$39.70	\$41.68	\$5,944	\$7,225	07/19/24	SCPOA	SCPOA	
Public Safety Dispatcher II (F)	373	\$37.72	\$39.61	\$41.59	\$43.67	\$45.85	\$6,538	\$7,948	07/19/24	SCPOA	SCPOA	

(C) Denotes Confidential Class

(F) Denotes a Flexibly Staffed Classification

** City Manager's Salary is set by Contract

B.U. Bargaining Unit

B.G. Benefits Group

Job Class	Range	Hourly					Monthly Average		Effective Date	B.U.	B.G.	FLSA OT
		A	B	C	D	E	Starting	Ending				
Public Works Director/City Engineer	514	\$76.03	\$79.84	\$83.83	\$88.02	\$92.42	\$13,179	\$16,019	07/21/23	Unrep	EM	Exempt
Public Works Inspector	351	\$33.89	\$35.59	\$37.37	\$39.24	\$41.20	\$5,875	\$7,141	07/07/23	SCEA	SCEA	
Public Works Specialist	222	\$20.02	\$21.02	\$22.08	\$23.18	\$24.34	-	-	07/21/23	Temp/PT	Temp/PT	
Public Works Superintendent	432	\$51.08	\$53.63	\$56.31	\$59.13	\$62.08	\$8,853	\$10,761	07/07/23	SCMPEA	SCMPEA	Exempt
Public Works Supervisor	370	\$37.07	\$38.93	\$40.87	\$42.92	\$45.06	\$6,426	\$7,811	07/07/23	SCMPEA	SCMPEA	Exempt
Recreation Coordinator	302	\$27.38	\$28.75	\$30.19	\$31.70	\$33.28	\$4,746	\$5,769	07/07/23	SCEA	SCEA	
Recreation Manager	399	\$42.69	\$44.83	\$47.07	\$49.42	\$51.89	\$7,400	\$8,995	07/07/23	SCMPEA	SCMPEA	Exempt
Recreation Specialist I (F)	200	\$18.00	\$18.54	\$19.10	\$19.67	\$20.26	-	-	07/21/23	Temp/PT	Temp/PT	
Recreation Specialist II (F)	220	\$19.80	\$20.39	\$21.01	\$21.64	\$22.29	-	-	07/21/23	Temp/PT	Temp/PT	
Recreation Specialist III (F)	250	\$21.78	\$22.43	\$23.11	\$23.80	\$24.51	-	-	07/21/23	Temp/PT	Temp/PT	
Recreation Supervisor	343	\$32.86	\$34.50	\$36.23	\$38.04	\$39.94	\$5,696	\$6,923	07/07/23	SCMPEA	SCMPEA	Exempt
Recreation, Parks & Marina Director	505	\$73.34	\$77.01	\$80.86	\$84.90	\$89.15	\$12,713	\$15,453	08/16/24	Unrep	EM	Exempt
Senior Accountant	390	\$41.03	\$43.08	\$45.24	\$47.50	\$49.87	\$7,112	\$8,644	07/07/23	SCMPEA	SCMPEA	Exempt
Senior Associate Engineer (F)	425	\$49.32	\$51.79	\$54.38	\$57.09	\$59.95	\$8,549	\$10,391	07/07/23	SCMPEA	SCMPEA	Exempt
Senior Building Inspector	381	\$39.11	\$41.07	\$43.12	\$45.27	\$47.54	\$6,779	\$8,240	07/07/23	SCMPEA	SCMPEA	Exempt
Senior Maintenance Worker	344	\$32.87	\$34.51	\$36.24	\$38.05	\$39.95	\$5,697	\$6,925	07/07/23	SCEA	SCEA	
Senior Management Analyst	400	\$42.99	\$45.14	\$47.40	\$49.77	\$52.26	\$7,452	\$9,059	07/07/23	SCMPEA	SCMPEA	Exempt
Senior Planner	400	\$42.99	\$45.14	\$47.40	\$49.77	\$52.26	\$7,452	\$9,059	07/07/23	SCMPEA	SCMPEA	Exempt
Senior Public Safety Dispatcher	395	\$41.49	\$43.57	\$45.75	\$48.03	\$50.44	\$7,192	\$8,742	07/19/24	SCPOA	SCPOA	
Youth Services Specialist	356	\$34.66	\$36.40	\$38.22	\$40.13	\$42.13	\$6,008	\$7,303	07/07/23	SCEA	SCEA	

(C) Denotes Confidential Class

(F) Denotes a Flexibly Staffed Classification

** City Manager's Salary is set by Contract

B.U. Bargaining Unit

B.G. Benefits Group

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AGENDA TRANSMITTAL

MEETING DATE: August 13, 2024

AGENDA ITEM: Council Adoption of Resolution No. 2024-__: Authorizing the Payment of Stipends and Benefits to Volunteer Firefighters Retroactive to July 2019 and Going Forward.

FISCAL IMPACT: There is no fiscal impact associated with formally authorizing the retroactive payments and benefits to the volunteer fire staff as these costs were included in the prior annual budgets. The anticipated cost of providing stipends, life insurance, and Public Agency Retirement Systems (PARS) contributions in the current fiscal year is \$43,272.00, and this has been included in the FY24-25 annual budget. Therefore, there is no additional cost associated with the adoption of this resolution.

STRATEGIC PLAN: Provide Good Governance and Fiscal Solvency.

BACKGROUND: Since July 219, the Suisun City Fire Department has provided stipends and other benefits to its volunteer firefighters. These payments included:

- \$70 per 12-hour shift
- Call back pay of \$20 for less than 3 hours and \$50 for greater than 3 hours
- \$25 for attending monthly training drills
- \$50 for attending quarterly training drills
- \$50 for off-site 8-hour training attendance
- \$100,000 life insurance policy
- Contributions to Public Agency Retirement System Alternate Retirement System 457 Plan (PARS) in lieu of social security (as required by the Omnibus Budget Reconciliation Act of 1990 (OBRA 90)).

These stipends and benefits were intended to compensate and incentivize our volunteers who play a crucial role in our fire department's operations.

STAFF REPORT: While the budget for volunteer expenses has always been approved in the City's annual budget adoption process, the specific amounts of the stipends and the level of benefits were not formally authorized by the City Council through a resolution. To rectify this oversight and ensure compliance with City policies, it is necessary to obtain City Council authorization for these payments retroactively from July 2019 and going forward.

Additionally, as of September 15, 2022, the city has ceased providing stipends for training meetings, call backs and drills. Going forward, volunteers will receive the \$70 stipend for each 12-hour shift, the \$100,000 life insurance plan, PARS contributions, and coverage under the City's workers' compensation plan.

Approving this resolution will formally authorize the payment of stipends and benefits to volunteer firefighters, ensuring that our practices are in compliance with City policies and that our volunteer firefighters are duly compensated for their invaluable service to the community.

STAFF RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2024-____: Authorizing the Payment of Stipends and Benefits to Volunteer Firefighters Retroactive to July 2019 and Going Forward.

DOCUMENTS ATTACHED:

1. Resolution No. 2024-____: Authorizing the Payment of Stipends and Benefits to Volunteer Firefighters Retroactive to July 2019 and Going Forward
-

PREPARED BY:	Christina Penland, Human Resources Administrator
REVIEWED BY:	Bret Prebula, City Manager
APPROVED BY:	Bret Prebula, City Manager

ATTACHMENTS:

1. [Resolution Approving Payments and Benefits for Volunteer Fire Staff.docx](#)

1 **PASSED AND ADOPTED** at a Regular Meeting of said City Council of the City of Suisun
2 City duly held on Tuesday, the 13th day of August 2024, by the following vote:

3
4 **AYES:** Councilmembers: _____
5 **NOES:** Councilmembers: _____
6 **ABSENT:** Councilmembers: _____
7 **ABSTAIN:** Councilmembers: _____

8 **WITNESS** my hand and the seal of said City this 13th day of August 2024.

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Anita Skinner
City Clerk

AGENDA TRANSMITTAL

MEETING DATE: August 13, 2024

AGENDA ITEM: Council Adoption of Resolution No. 2024-___: Approving and Authorizing the City Manager to Enter into an Agreement with Team CivX, LLC, for Consulting Services to Assess the Feasibility of a Ballot Measure and Provide Additional Services as Needed Related to the November 2024 Ballot Measure.

FISCAL IMPACT: Staff has determined that additional consulting services are needed in preparing for the November ballot measure. The fiscal impact to the General Fund for fiscal year (FY) 2024-25 will be approximately \$26,000. Combined for FY 2024 (\$30,000) and FY2025 (\$26,000) the total agreement amount would be approximate \$56,000, which requires approval from the City Council.

STRATEGIC PLAN: Provide Good Governance; Develop Sustainable Economy

BACKGROUND: To ensure the effective management and implementation of the November 2024 tax measure the City requires specialized consulting services. The decision to retain Team CivX was based on a review of work, program, experience, references and cost. On December 1, 2023, the City entered into an Engagement Agreement with Team CivX to develop potential strategies to conduct and analyze an opinion survey of voters to assess the feasibility of a ballot measure. The initial agreement was determined to be under the City Manager's signing authority and did not require Council approval.

STAFF REPORT: Staff is requesting the City Council approve the Engagement Agreement with Team CivX to assess the feasibility of a ballot Measure; and assist with implementation, oversight, and compliance related to Measure S and provide services listed in Exhibit A of the agreement. The consultant will develop potential strategies and plans to raise awareness of the funding needs of the city and the impact of the potential ballot measure. Additionally, the consultant will work closely with the City Attorney for the preparation of materials that will appear in the ballot pamphlet and ensuring that all aspects of Measure S are in line with legal and regulatory requirements.

STAFF RECOMMENDATION: It is recommended that the City Council Adopt Resolution No. 2024-___: Approving and Authorizing the City Manager to Enter into an Agreement with Team CivX, LLC, for Consulting Services to Assess the Feasibility of a Ballot Measure and Provide Additional Services as Needed Related to the November 2024 Ballot Measure.

DOCUMENTS ATTACHED:

1. Resolution No. 2024-___: Approving and Authorizing the City Manager to Enter into an Agreement with Team CivX for Consulting Services to Assist with the Implementation, Oversight, and Compliance related to the November 2024 Ballot Measure.
 2. Engagement Agreement with Team CivX, LLC
-

PREPARED BY:

Bret Prebula, City Manager

ATTACHMENTS:

1. Resolution Approving an Agreement with Team CivX for Additional Consulting Services
 2. Engagement Agreement with Team CivX, LLC
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1 **RESOLUTION NO. 2024-**

2 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY**
3 **AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH**
4 **TEAM CIV^X, LLC, FOR CONSULTING SERVICES TO ASSESS THE FEASIBILITY**
5 **OF A BALLOT MEASURE AND PROVIDE ADDITIONAL SERVICES AS NEEDED**
6 **RELATED TO THE NOVEMBER 2024 BALLOT MEASURE**

7 **WHEREAS**, a top priority of the Council is long-term financial stability and
8 sustainability; and

9 **WHEREAS**, there was interest to determine the feasibility of community support for
10 increased taxes to address unmet service demands and capital needs that the City faces; and

11 **WHEREAS**, Team CivX, LLC, has the expertise, experience, and successful track record
12 to undertake this feasibility assessment; and

13 **WHEREAS**, On December 1, 2023, the Interim City Manager entered into an
14 agreement with Team CivX, LLC, to assess the feasibility of a Tax Measure for the November
15 2024 ballot; and

16 **WHEREAS**, the initial consulting fee, and fees associated with the design, printing and
17 mailing of the survey has exceeded the City Manager’s signing authority.

18 **NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of
19 Suisun City hereby authorizes the City Manager to approve the Professional Service Agreement
20 to assess the feasibility of a Tax Measure for the November 2024 ballot and provide additional
21 services as requested.

22 **PASSED AND ADOPTED** at a Regular meeting of the City Council of the City of
23 Suisun City held on Tuesday the 13th day of August 2024 by the following vote:

24 **AYES:** Councilmembers: _____
25 **NOES:** Councilmembers: _____
26 **ABSENT:** Councilmembers: _____
27 **ABSTAIN:** Councilmembers: _____

28 **WITNESS** my hand and the seal of said City this 13th day of August 2024.

Anita Skinner
City Clerk

ENGAGEMENT AGREEMENT

This Engagement Agreement (“**Agreement**”) is made effective as of December 1, 2023 (the “**Effective Date**”) by and between the undersigned client (“**Client**”), and TeamCivX, LLC, a California limited liability company (“**Consultant**”).

1. Services and Compensation.

1.1. Services. Subject to the terms and conditions set forth in this Agreement, Client hereby engages Consultant to perform those services (collectively the “**Services**”) listed on Exhibit A attached hereto and incorporated herein by reference.

1.2. Compensation. In consideration for the Services, Client will pay Consultant the fees and other amounts set forth on Exhibit B (collectively the “**Fees**”).

2. Term; Termination. The term of this Agreement (“**Term**”) shall commence on the Effective Date and shall continue until thirty (30) days following the City Council’s adoption of a resolution calling for a ballot measure election. Either party may terminate this Agreement at any time, for any reason, by giving thirty (30) calendar days’ advance written notice to the other party. Notwithstanding the foregoing, Consultant may terminate this Agreement, or suspend the Services, at any time if Client fails to pay any fees to Consultant when due and does not cure such failure within ten (10) calendar days’ written notice from Consultant. Client shall pay all outstanding amounts for Fees, reimbursable expenses, amounts due to third-party vendors and all other amounts arising out of this Agreement upon termination.

3. Compliance with Applicable Laws. Client will comply with all applicable laws and regulations, including without limitation any applicable public disclosure and other applicable laws governing the expenditure of public funds. Client will not request or direct that Consultant provide any services or other act or omission which may constitute a violation of applicable law. Client, not Consultant, is responsible for determining whether the Services performed by Consultant under this Agreement constitute permissible informational activities or impermissible advocacy activities pursuant to applicable law. Consultant does not provide any assurance, guidance or advice with respect to legal compliance.

4. Indemnification and Limitation of Liability. Client shall indemnify, defend and hold harmless Consultant (and its affiliates and their officers, directors, managers, members, employees, agents, successors and permitted assigns) from any and all losses, liabilities, damages, claims, judgments, awards, penalties, fines, settlements, costs or expenses (including reasonable attorney fees, expert witness fees and court costs) arising out of or related to (a) any breach of this Agreement by Client, (b) any willful misconduct, fraud or gross negligence, or other improper act or omission of Client or its employees, contractors or agents, or (c) any infringement of any patent, copyright, trademark, trade secret, or other proprietary right related to any material the Client or its representatives provided to Consultant. Consultant’s maximum liability arising out of or related to this Agreement or the Services shall not exceed the Base Consulting Fee (as defined in Exhibit B) actually paid by Client to Consultant for the Services. IN NO EVENT SHALL CONSULTANT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHETHER FORESEEABLE OR UNFORESEEABLE, CHOATE OR INCHOATE, OF ANY KIND WHATSOEVER, OR FOR LOSS OF PROFIT, LOSS OF REVENUE, LOSS OF OPPORTUNITY, OR LOSS OF GOODWILL, WHETHER BASED ON

WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATION OF LIABILITY SET FORTH IN THE IMMEDIATELY PRIOR SENTENCE SHALL NOT APPLY TO DAMAGES ARISING FROM THE FRAUD OR WILLFUL MISCONDUCT OF CONSULTANT.

5. Proprietary Rights. The ideas, improvements, inventions, discoveries, processes, developments, designs, know-hows, data, materials, works of authorship and all other intellectual property rights related thereto that Consultant conceives of, develops, or reduces to practice in the performance of Services are the exclusive property of Consultant. The specific deliverables made for and provided by Consultant to Client in connection with the Services will belong exclusively to the Client.

6. Relationship Between the Parties. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint employer, joint venture, business opportunity or any relationship other than an independent consulting relationship between Client and Consultant. Under no circumstances shall Consultant to be responsible in any manner for the debts and obligations of Client.

7. Limited Warranty. Consultant warrants that it shall perform the Services in a professional manner in accordance with commercially reasonable industry standards for similar services. Consultant makes no warranty, express or implied, concerning the results of the Services, including, without limitation, the success of any ballot measure, proposition or vote, or the absence of unintended consequences. Consultant makes no warranty concerning, and is not responsible for, any Services performed by third parties. To the full extent permitted by law, all implied warranties are hereby excluded.

8. Arbitration. To the fullest extent permitted by law, any dispute arising out of or related to this Agreement, the Services or the Fees shall be settled by binding arbitration administered by the JAMS Arbitration in San Francisco, California under its Streamlined Arbitration Rules that are in effect at that time (“**Rules**”). In the event of any conflict between the Rules and this Section, this Section shall apply. The parties agree to submit to the jurisdiction of a single neutral arbitrator selected in accordance with the Rules. The arbitrator shall have discretion to award damages, and to fashion any other remedy or relief otherwise available under applicable law in a court proceeding. The arbitrator shall award the prevailing party reasonable attorneys’ fees and costs in addition to any other recovery to which it is entitled. The arbitrator shall provide a written award, including findings of fact and the conclusions of law on which the decision is based.

9. Miscellaneous. Along with the exhibits attached hereto, this is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements, representations, promises and understandings of the parties (whether verbal or written) relating to such subject matter. Any changes, amendments, modifications or waivers to this Agreement shall not be effective unless in writing and signed by both parties. Client shall not assign, transfer or subcontract any rights or obligations under this Agreement (including, without limitation, by way of a merger, reorganization, default operation of law, or otherwise) without the prior written consent of Consultant. This Agreement may be executed in two or more counterparts, including by electronic signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered by hard copy, email, fax or other electronic transmission. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall

be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. Captions and headings in this Agreement are for convenience only and shall not be considered in interpreting any provision of this Agreement or in determining any of the rights or obligations of the parties to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflicts of law provisions thereof. In any action or proceeding arising out of or related to this Agreement or the amounts due to Consultant hereunder, the prevailing party shall be entitled to recover its costs and attorneys' fees from the other party. Any notice required or permitted hereunder shall be given in writing by electronic mail and addressed to the party to be notified at the address below, or at such other address or e-mail address as the party may designate by 10 days' advance written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CONSULTANT

TeamCivX, LLC,
a California limited liability company

Sign: 

Print: Charles Heath

Title: Partner

Email Address for Notices:
cheath@teamcivx.com

CLIENT

City of Suisun City,
a California municipality

Sign: 

Print: AARON ROTH

Title: INTERIM CITY MANAGER

Email Address for Notices:
AROTH@SUISUN.COM

Exhibit A

SERVICES

I. Feasibility Assessment. Consultant shall perform the following Services as needed and requested by Client to assess the electoral feasibility of a ballot measure for Client:

- A. Develop potential strategies to meet Client's funding needs to be tested in polling;
- B. Collaborate with Client's pollster to design, conduct and analyze an opinion survey of voters to assess feasibility of Client's ballot measure;
- C. Conduct demographic analysis of voters and how they break into key sub-groups by age, ethnicity, political party, length of residency, and other key criteria;
- D. Analyze past election results the city and region to understand voter turnout trends and other relevant voting patterns;
- E. Research other local tax proposals that may be heading to an upcoming ballot that could compete with Client's ballot measure; and
- F. Make specific recommendations regarding the optimal election date, tax rate, tax structure, and other important ballot measure features.

II. Ballot Measure Development. Consultant shall perform the following Services as needed and requested by Client to assist Client in preparing Client's measure for the ballot:

- A. Recommend a final tax rate, duration and tax structure;
- B. Recommend the final list of projects, programs and/or services to be funded by Client's ballot measure;
- C. Work with legal counsel to develop the 75-word ballot question;
- D. Work with legal counsel to develop and refine the full text of Client's ballot measure, and other materials that will appear in the ballot pamphlet mailed to all voters;
- E. Present recommendations, documents and resolutions to the City Council for approval; and
- F. Make recommendations and provide strategic advice regarding timing and planning for any other potential ballot measures considered by Client.

III. Public Information. Consultant shall perform the following Services as needed and requested by Client to raise awareness of Client's funding needs and potential ballot measure:

- A. Develop informational messaging and fact sheets to be distributed in the community;
- B. Provide talking points, frequently asked questions and a message training for Client;
- C. Provide content related to Client's funding needs and ballot measure to be added to Client's website, used in social media, included in email updates and added to newsletters;
- D. Prepare PowerPoint presentation for public and community meetings;
- E. Write, design, and produce mailings and advertising to inform local residents (priced separately, not included in fees, see Exhibit B);
- F. Develop strategies and plans to inform internal stakeholder groups, including city staff, councilmembers, commissioners and others; and
- G. Develop strategies and plans to inform external groups including elected leaders, business leaders, ethnic community leaders, faith community leaders, taxpayer groups and others.

Exhibit B

FEES

- I. Base Consulting Fee. As compensation for the Services, Consultant shall be paid a “Base Consulting Fee” of \$7,500 per month. The Base Consulting Fee shall be payable within thirty (30) days of receipt of invoice. The Base Consulting Fee shall be calculated on a pro-rata basis for the initial and/or final month of Services if less than a full calendar month.
- II. Media and advertising goods and services shall be purchased or rented from Consultant by Client according to the agreed upon schedule of prices, which summarized below. The schedule of prices lists the entire cost of purchasing or renting media goods and services from Consultant. Consultant shall in turn subcontract the work to third party vendors. Payment for such items shall be made in advance by Client to Consultant, or to the third party vendor at the discretion of Consultant. Consultant shall submit to Client a monthly report of such expenses and within thirty (30) days thereafter Client shall reimburse Consultant in full for such expenses.

Cost of Informational Brochure Mailing

Estimated Number of Households: 7,965

Estimated Total Cost: \$10,710 per mailing

Price is per unique mailing to the universe of households estimated above. Price includes design, prepress, printing, address data, addressing, sorting, post office delivery, non-profit bulk postage and sales tax. Additional pricing available upon request.

Budget for Digital Media: \$5,000

- III. Reimbursable Expenses. Client shall reimburse Consultant for expenses incurred by Consultant in connection with the performance of the Services including, but not limited to, automobile mileage at the established IRS reimbursement rate at the time at the time of travel, parking fees, copying fees, and other out-of-pocket expenses. Consultant shall submit to Client a monthly report of such reimbursable expenses and within thirty (30) days thereafter Client shall reimburse Consultant in full for such expenses. Consultant shall not incur any expenditure on Client’s behalf in excess of \$1,000 without verbal or written approval from Client. Client may designate in writing an individual(s) with authority to approve expenditures on Client’s behalf.
- IV. Interest For Late Payments. In addition to all other rights and remedies under this Agreement or applicable law, any amount not paid when due will accrue interest at the lesser of 1% per month or the maximum legal rate until paid in full.

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AGENDA TRANSMITTAL

MEETING DATE: August 13, 2024

AGENDA ITEM: Council Authorization for the Recommendation to Allow Free Rides on the Suisun Microtransit Fixed Route known as the School Tripper for the Remainder of August - (Solano Transportation Authority).

FISCAL IMPACT: Solano Transportation Authority (STA) Staff anticipates the loss of fare revenue to be \$80 dollars per day and the School Tripper would operate 13 fare-free days in August with a combined total potential fare loss of \$1,040 dollars.

STRATEGIC PLAN: Provide Good Governance, Ensure Public Safety, and Enhance the Environment.

BACKGROUND: The Suisun Microtransit program launched on January 3, 2023, and consists of dial-a-ride service available within Suisun City limits, and nine select locations within the City of Fairfield, as well as one fixed route known as the School Tripper.

STAFF REPORT: With the start of the 2024-25 school year commencing on August 14, 2024, staff received a request at the Fairfield Suisun Unified School District Joint Committee meeting to operate the fixed route known as the School Tripper fare-free for the remainder of August to acclimate school-age children and their families to the public transportation available within Suisun City. The School Tripper is a popular service amongst Suisun City residents with an average daily boardings of 80 individuals per day when school is in operation. The majority of the individuals riding the School Tripper are under the age of 18 and therefore pay a fare of \$1.00 dollar per ride. If the staff's recommendation is approved, Suisun School Tripper will operate fare free for the remaining 13 weekdays in August creating lost revenue in the approximate amount of 1, 040 dollars.

STAFF RECOMMENDATION: Allow Suisun Microtransit to operate fare-free for the remainder of August.

DOCUMENTS ATTACHED: NONE

PREPARED BY:	Brandon Thomson, Transit Mobility Coordinator
REVIEWED BY:	Kris Lofthus, Recreation, Parks, & Marina Director
APPROVED BY:	Bret Prebula, City Manager

ATTACHMENTS:

NONE

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AGENDA TRANSMITTAL

MEETING DATE: August 13, 2024

AGENDA ITEM: City Council/Successor Agency/Housing Authority Approval of the Minutes of the Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on June 18, 2024.

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 meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on June 18, 2024, are submitted for your approval.

STAFF RECOMMENDATION: City Council/Successor Agency/Housing Authority Approval of the Minutes of the Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on June 18, 2024.

DOCUMENTS ATTACHED:

- 1. Minutes - June 18, 2024, Regular Meeting of the City Council-Successor Agency-Housing Authority
-

PREPARED BY:	Anita Skinner, City Clerk
REVIEWED BY:	Bret Prebula, City Manager
APPROVED BY:	Bret Prebula, City Manager

ATTACHMENTS:

- 1. [Minutes - June 18, 2024 - Regular Meeting of the City Council-Successor Agency-Housing Authority](#)

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



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 SUISUN CITY HOUSING AUTHORITY
TUESDAY, JUNE 18, 2024
5:00 PM

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

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

ZOOM MEETING INFORMATION:

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

*MEETING ID: **876 3943 2102***

CALL IN PHONE NUMBER: (707) 438-1720

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

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

(Next Ord. No. – 809)

(Next City Council Res. No. 2024 – 74)

Next Suisun City Council Acting as Successor Agency Res. No. SA2024 - 01)

(Next Housing Authority Res. No. HA2024 – 01)

CALL TO ORDER

Mayor Hernandez called the meeting to order at 5:04pm.

ROLL CALL

PRESENT: Dawson, Hernandez, Osum, Pal, Washington

ABSENT: None

PLEDGE OF ALLEGIANCE

Vice Mayor Washington led the Pledge.

INVOCATION

Clerk Skinner gave the Invocation.

APPROVAL OF REORDERING OF AGENDA

Vice Mayor Washington moved to have Item #3 before Public Comment and General Business before Public Hearing and seconded by Council Member Pal.

AYES: Dawson, Hernandez, Osum, Pal, Washington

NOES: None

ABSENT: None

CONFLICT OF INTEREST NOTIFICATION

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

Vice Mayor Washington-Conflict #16 –
Council Member Pal Conflict #7, 8 and 17

REPORTS (Informational items only.)

1. City Manager Update - (Prebula: bprebula@suisun.com).
None

2. City Attorney Report - (Taylor/Andrews).
Attorney Floy requested that the Mayor repeat the motion before a second to the motion is made just to clarify what everyone is voting on.

PRESENTATIONS/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

3. Proclamations Not Presented - (Hernandez: ahernandez@suisun.com):
a. Proclamation Proclaiming June 19, 2024, as Juneteenth. 
Mayor read, proclamation that was presented at the Juneteenth Festival this past Saturday.

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 on illegal street vendors for the 3rd time; running of red lights; city can avoid bankruptcy but only if we start doing things now.

George Guynn, ditto to Olry's comments; commented about employee salary increases but no one is producing results to go with it; no code enforcement, if not going to enforce why do we need someone to write the rules, sooner changes are made the better; too many expenses

Donna LeBlanc gave a quick thank you to Larry Brookfield for trash pick-up; thank you for sending back the item at the SSWA meeting.

James Berg commented on the upcoming water board meeting, rates will affect Measure S; don't see Measure S+ helping, council has a hard time saying no to police and fire and will continue to be in the same situation.

Catherine Brown, Juneteenth great event; need extra trash cans at events, sidewalks need to be cleaned before events; fenced vacant lots on Main Street need to be maintained for weeds.

On-line

Michelle Chavez asked council to put yourself in our shoes when we stand at the podium; need for fire station on the southside of Highway 12 to be in the strategic plan; thanked the Public Works and Police during the fire incident; reiterated comments about the junk yard RR and asked again about the garbage tote ordinance.

COUNCIL COMMENTS

4. Council/Board Member Updates.

Council Member Dawson will be holding a workshop for seniors Thursday on being resourceful with benefits and Friday on scams and frauds.

Council Member Pal commented on the grand opening for Tractor Supply, and attended the Medic Ambulance 45th anniversary event.

Council Member Osum thanked everyone for all the events happening this past week.

Vice Mayor Washington thanked all the residents who continue to reach out; attending League of CA Cities this week and attending ABAG meeting on Friday

Mayor Hernandez commented it was great to see all the community participants for events; thanked Fire, Public Works who worked the fire on Line Street and our partner stations; BID meeting was the last meeting for Chair Laura Cole-Rowe and new Chair will be John Harder; Water rate study was sent back to the board and will share when Water Authority Board will have additional information.

CONSENT CALENDAR

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

City Council

5. Council Adoption of Resolution No. 2024-74: Adopting the 9th Amendment to the Annual Appropriation Resolution No. 2023-88 to Allocate Budget for PG&E On-Bill Financing for the Inclusion of Four Landscaping & Lighting Districts in the ENGIE Energy Saving Capital Improvement Project - Vue (vue@suisun.com).
6. Council Adoption of Resolution No. 2024-75: Authorizing the City Manager to Enter into a Construction Contract on Behalf of the City with Color New Co. for the Joe Nelson Community Center Painting Project - (Vue: nvue@suisun.com).
7. Council Adoption of Resolution No. 2024-76: Accepting Grant Funds from the Proposition 68 Community and Economic Enhancement Grant Program and Authorizing the City Manager to Sign the Grant Agreement with Sacramento-San Joaquin Delta Conservancy - (Lofthus - klofthus@suisun.com).
8. Council Adoption of Resolution No. 2024-77: Authorizing the City Manager to Execute a Professional Services Agreement on the City's Behalf with Kosmont & Associates, Inc. to Prepare a Waterfront District Specific Plan Economic Development Strategy and Implementation Plan - (Bermudez: jbermudez@suisun.com).

9. Council Adoption of Resolution No. 2024-78: Authorizing the City Manager to Execute a Professional Services Agreement on the City's Behalf with Fehr & Peers to Complete a Traffic Operations Assessment for the Railroad Avenue Realignment Project - (Bermudez: jbermudez@suisun.com).
10. Council Adoption of Resolution No. 2024-79: Authorizing the City Manager to Sign an MOU with Shelter Solano to Sponsor Three Shelter Beds to Provide Services to the Unhoused from Suisun City - (Roth: aroth@suisun.com).
11. Council Adoption of Resolution No. 2024-80: Authorizing the City Manager to Execute a Professional Services Agreement on the City's Behalf with Baker Tilly US, LLP to Develop a Five-Year Strategic Plan for 2025-2030 - (Prebula: bprebula@suisun.com).

Joint City Council/Suisun City Council Acting as Successor Agency

12. Council/Agency Approval of May 2024 Accounts Payable and Payroll Warrants - (Deol: Ideol@suisun.com).

Council Member Pal has conflict with #7 & 8. He also pulled Item #9.

Public Comments

#7

James Berg –comments on moving the fishing, dock; RPM seems to receive a lot of grants but there is not a lot of oversight on them.

#10

George Guynn

Times when there aren't 3 people in the facility; figure ways to change the behavior of the homeless when they get certain benefits at no cost to them.

#11

George Guynn

What is it about this that could not have been done internally?

#12

Steve Olry

Comments on accounts payable and annual income and needs to be adjusted now.

Council Member Dawson moved to approve Consent Calendar Items 5, 6, 10, 11, 12 and seconded by Council Member Osum. Motion passed by the following vote:

AYES: Dawson, Hernandez, Osum, Pal, Washington

NOES: None

ABSENT: None

Council Member Dawson moved to approve Items #7 & 8 and seconded by Vice Mayor Washington. Motion passed by the following vote:

AYES: Dawson, Hernandez, Osum, Washington

NOES: None

ABSENT: None

ABSTAIN: Pal (conflict)

Item #9

Council Member Pal-thanked Development Director Bermudez for putting packet together; Is this related to the Olive Tree project.

Mr. Bermudez stated no but is part of the General Plan.

PUBLIC COMMENT

Donna LeBlanc asked about the Study being completed in the next 6 weeks; does school traffic make a difference and why are we doing it now when traffic is less; asked for info on when this was put in the general plan; hope you do not approve this now, coming out of future road monies.

James Berg asked why are we doing the study without school in session; not being transparent by the Planning Department.

On-line

Michelle Chavez commented she agrees with school not in session and apartments are not occupied yet.

Brian Ferrero – technical issues – unmute issues.

Motion by Council Member Dawson to approve Consent Calendar Item #9 and seconded by Council Member Pal. Motion passed by the following vote:

AYES: Dawson, Hernandez, Osum, Pal, Washington

NOES: None

ABSENT: None

Vice Mayor Washington- conflict on #16 left dais at 6:28pm.

[06:28:30 PM \(01:35:25\)](#)

GENERAL BUSINESS

City Council

16. Council Adoption of Resolution No. 2024-81: Approving Heritage Park Enhancement Project Recommended by the Recreation, Parks, Marina, and Arts Commission - (Lofthus - klofthus@suisun.com).

Director Lofthus presented the report.

PUBLIC COMMENT

On-Line

Michelle Chavez looking forward to this project.

Motion by Council Member Dawson to approve and seconded by Council Member Pal. Motion passed by the following vote:

AYES: Dawson, Hernandez, Osum, Pal

NOES: None

ABSENT: None

ABSTAIN: Washington-(conflict)

17. **HEARING:** Council Adoption of Resolution No. 2024-82: Placing Liens for Unpaid Waste Collection Service Charges on Certain Lands Situated in the City of Suisun City, County of Solano, State of California - (Deol: Ideol@suisun.com).

Council Member Pal conflict and left dais at 6:44pm.

Vice Mayor Washington returned to dais at 6: 45pm.

Director Deol presented report.

PUBLIC COMMENT

Katrina Garcia commented as a resident does not think it's appropriate for names to be listed publicly; currently in contract with them and it should be renegotiated to allow for different size cans.

Gina Vasquez asked about curbside pickup for bulk items.

Attorney Andrews commented it seems to be a regular process, separately consider the impact or appropriate to include names/addresses.

City Manager Prebula will look at code section and bring back at future date.

Vice Mayor Washington asked if there was a way for council to have names and not the public?

Motion by Council Member Dawson to approve Item #17 and seconded by Mayor Hernandez. Motion passed by the following vote:

AYES: Dawson, Hernandez, Osum, Washington

NOES: None

ABSENT: None

ABSTAIN: Pal (conflict)

PUBLIC HEARING

City Council

13. Conduct a Public Hearing, Approve Final Engineer's Report, and Order the Levy and Collection of Assessments for the McCoy Creek Parking Benefit Assessment District - (Vue: nvue@suisun.com):
 - a. Council Adoption of Resolution No. 2024-83: Amending and/or Approving the Final Engineer's Annual Levy Report for the McCoy Creek Parking Benefit Assessment District for FY 2024-25; and
 - b. Council Adoption of Resolution No. 2024-84: Ordering the Levy and Collection of Assessments within the McCoy Creek Parking Benefit Assessment District for FY 2024-25.

Management Analyst Amanda Dum presented the report.

Mayor Hernandez opened the Public Hearing.

On-line

Michelle Chavez asked for additional information on what volunteer projects would entail.

There being no further comments Mayor Hernandez closed the Public Hearing.

Motion by Council Member Dawson to approve Item #13 and seconded by Vice Mayor Washington. Motion passed by the following vote:

AYES: Dawson, Hernandez, Osum, Pal, Washington

NOES: None

ABSENT: None

14. Conduct a Public Hearing, Approve Final Engineer's Report, and Order the Levy and Collection of Assessments for Maintenance Assessment Districts - (Vue: nvue@suisun.com):
 - a. Council Adoption of Resolution No. 2024-85: Amending and/or Approving the Final Engineer's Annual Levy Reports for the Suisun City Maintenance Assessment Districts for FY 2024-25; and
 - b. Council Adoption of Resolution No. 2024-86: Ordering the Levy and Collection of Assessments within the Suisun City Maintenance Assessment Districts for FY 2024-25.

Ms. Dum commented this item was included in the previous power point presentation.

Mayor Hernandez opened the Public Hearing and hearing no comments closed the Public Hearing.

Motion by Council Member Dawson to approve Item 14 and seconded by Council Member Osum. Motion passed by the following vote:

AYES: Dawson, Hernandez, Osum, Pal, Washington

NOES: None

ABSENT: None

15. Adoption of the Fiscal Year 2024-25 Annual Budget - (Deol: Ideol@suisun.com).

- a. Council Adopt Resolution No. 2024-___: Adopting the Annual Budget for the Fiscal Year 2024-25; and
- b. Agency Adopt Resolution No. SA 2024-___: Adopting the Annual Budget for the Fiscal Year 2024-25; and
- c. Authority Adopt Resolution No. HA 2024-___: Adopting the Annual Budget for the Fiscal Year 2024-25; and
- d. Council Adopt Resolution No. 2024-___: Adopting the Appropriations Limit for Fiscal Year 2024-25; and
- e. Council Adopt Resolution No. 2024-___: Adopting an Annual Update of the Master Fee Schedule.

Mr. Prebula gave a brief background on the budget process, \$2mil deficit and using 40% of reserves and explained what a vote to extend Measure S would do.

Director Deol presented the report.

Council discussion on quarterly budget updates which had a council consensus. Discussion on declaring financial emergency and what it would mean if Measure S does not pass.

PUBLIC COMMENTS

George Guynn

Page 587-588 commented on amounts of revenue and expenditures from several fiscal years.

Steve Olry is impressed with dialogue; commend Vice Mayor Washington for her leadership this evening and addressing the future; have experience now to work together.

On-line

Michelle Chavez commented if budget isn't working what is our fall back; likes the report back every quarter; is there something below full emergency; when is there going to public education of Measure S, thanked Ms. Deol for her report.

Ruth Forney commented the Measure S committee has discussed budget; educating the community is key; don't want to scare community with fiscal emergency.

Donna LeBlanc commented complete full transparency is needed; people in our city do not have any idea; need to inform residents; fiscal emergency information will be very informative; thanked Mr. Prebula for what you do; great job with presentation.

Joe Joyce commented council has plenty of people that will give them support and get the information out; just need the openness and transparency.

Council discussion and staff direction

Motion by Council Member Dawson to come back the second meeting in August; provide City Manager with staff direction to come with education to this council about what are the specific things that trigger a resolution, what are the different options available to the city council and for a resolution to be ready and seconded by Vice Mayor Washington. There was Council consensus.

Mayor Hernandez opened the Public Hearing and all public comments have been received, closed the Public Hearing.

**Motion by Council Member Dawson to approve Item 15 and seconded by Mayor Hernandez.
Motion passed by the following vote:**

AYES: Dawson, Hernandez, Osum, Pal, Washington

NOES: None

ABSENT: None

REPORTS: (Informational items only)

18. Mayoral Update - (Hernandez: ahernandez@suisun.com).

19. Non-Discussion Items.

ADJOURNMENT

There being no further business the meeting was adjourned at 8:57pm.

Anita Skinner, City Clerk