

**CITY OF WEST SACRAMENTO
 REGULAR MEETING OF THE WEST SACRAMENTO CITY COUNCIL AND
 WEST SACRAMENTO REDEVELOPMENT SUCCESSOR AGENCY & WEST SACRAMENTO FINANCING AUTHORITY
 JUNE 17, 2020 AGENDA**

Christopher L. Cabaldon, Mayor

Beverly A. Sandeen, Mayor Pro Tem
 Christopher T. Ledesma, Council Member

Martha Guerrero, Council Member
 Quirina Orozco, Council Member

Aaron Laurel, City Manager
 Jeffrey Mitchell, City Attorney

6:00 PM Closed Session
 7:00 PM Call to Order

Pursuant to the Governor's Executive Order N-29-20, members of the West Sacramento City Council and staff will participate in this meeting via a teleconference. To reduce the spread of COVID-19, members of the public are asked to watch the meeting Livestream (<https://www.cityofwestsacramento.org/government/meetings-agendas/city-council>), or via Wave Cable Channel 20 and to submit comments in writing by 6:00 PM on June 17, 2020.

To submit a comment in writing, please email clerk@cityofwestsacramento.org and write "Public Comment" in the subject line. In the body of the email, include the item number and/or title of the item as well as your comments. All comments received by 6:00 PM will be provided to the City Council and posted on the website. The comments submitted shall become part of the record of the meeting.

If you need special assistance to participate in this meeting, please contact the City Clerk's Office, (916) 617-4500. Notification of at least 48 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting. Assisted listening devices are available at this meeting.

GENERAL ADMINISTRATION FUNCTION – PART I

1A. PRESENTATIONS BY THE PUBLIC ON MATTERS NOT ON THE AGENDA WITHIN THE JURISDICTION OF THE COUNCIL.
 The Council is prohibited from discussing issues not on the agenda brought to them at this time. According to State Law (the Brown Act), items must first be noticed on the agenda before any discussion or action.

- 1B. COUNCIL COMMUNICATIONS / ASSIGNMENTS**
- Align Capital Region ----- Cabaldon
 - Bikeshare Policy Steering Committee ----- Cabaldon
 - City/County 2x2 ----- Sandeen, Orozco
 - City/School 2x2 ----- Orozco, Cabaldon
 - Delta Protection Commission----- Cabaldon; Alternate - Sandeen
 - Executive Commission for the Homeless 10-Year Plan -----Orozco, Alternate - Sandeen
 - EIFD Public Financing Authority ----- Ledesma, Cabaldon, Sandeen
 - Greater Sacramento Economic Council Board----- Cabaldon
 - League of California Cities ----- Sandeen
 - Local Agency Formation Commission ----- Sandeen
 - Mayors Commission on Climate Change ----- Ledesma
 - New Hope Community Development Corporation----- Sandeen
 - Port District Commission ----- Ledesma, Sandeen, Cabaldon; Alternate - Orozco
 - Regional Water Authority ----- Guerrero
 - Remote Access Network----- Guerrero
 - River City Regional Stadium Financing Authority----- Cabaldon, Sandeen
 - Riverfront Joint Powers Authority----- Cabaldon, Ledesma; Alternate - Sandeen, Alternate - Vacant
 - Sacramento Area Council of Governments (SACOG)----- Cabaldon; Alternate - Ledesma
 - Sacramento Regional County Sanitation District Board -----Orozco; Alternate - Sandeen
 - Streetcar Policy Steering Committee ----- Cabaldon, Ledesma; Alternate - Sandeen
 - Valley Clean Energy Alliance----- Cabaldon, Sandeen; Alternate - Ledesma
 - Water Resources Association ----- Guerrero
 - West Sacramento Area Flood Control Agency JPA-----Sandeen; Alternate - Orozco
 - West Sacramento Housing Development Corporation Liaison----- Sandeen
 - Yolo County Consolidated Redevelopment Successor Agency Oversight Board ----- Ledesma
 - Yolo County Housing Authority----- Sandeen
 - Yolo County Transportation District----- Ledesma; Alternate - Sandeen
 - Yolo Habitat Conservancy----- Guerrero; Alternate - Ledesma
 - Yolo-Solano Air Quality Management District ----- Sandeen; Alternate – Guerrero
 - Yolo Subbasin Sustainable Groundwater Agency----- Guerrero

- 1C. **COUNCIL APPOINTMENTS, REAPPOINTMENTS, REMOVALS TO/FROM CITY AND NON-CITY BOARDS AND COMMISSIONS**
Arts, Culture & Historic Preservation Commission; Board of Appeals; Library Advisory Board; Transportation, Mobility & Infrastructure Commission

PRESENTATIONS

2. **CITY MANAGER**
PRESENTATION BY THE COUNTY OF YOLO REGISTRAR OF VOTERS PROVIDING AN UPDATE ON ELECTION 2020 CHANGES (BERLIN)

CONSENT AGENDA

3. **ADMINISTRATIVE SERVICES/FINANCE**
CONSIDERATION OF UPDATE OF THE SEWER FUND, WATER FUND AND REFUSE FUND ANALYSIS AND RATE IMPLEMENTATION FOR FISCAL YEAR 2020/21 (RAPER)
- Comment:** The purpose of this report is to present the annual financial information for Fiscal Year 2019/20 for the Sewer Fund, Water Fund, and Refuse Fund, and to receive authorization to implement the previously approved rate changes for FY 2020/21.
4. **ADMINISTRATIVE SERVICES/INFORMATION TECHNOLOGY**
CONSIDERATION OF RESOLUTION 20-63 APPROVING A BUDGET APPROPRIATION AND AWARD OF CONTRACT WITH CARAHSOFT FOR ELECTRONIC SIGNATURE SOFTWARE (RAPER)
- Comment:** The purpose of this report is to request Council approval to procure DocuSign electronic signature software from Carahsoft to facilitate remote work during the COVID crisis and create efficiencies for ongoing City operations.
5. **CAPITAL PROJECTS & TRANSPORTATION**
CONSIDERATION OF A PROFESSIONAL SERVICES CONTRACT WITH ICF JONES & STOKES, INC. TO PREPARE ENVIRONMENTAL DOCUMENTATION AND PRELIMINARY ENGINEERING FOR THE I STREET BRIDGE DECK CONVERSION FOR ACTIVE TRANSPORTATION PROJECT (CIP 14028) (LAUREL)
- Comment:** The objective of this report is to obtain approval of a Single/Sole-Source Professional Services Contract with ICF Jones & Stokes, Inc. (ICF) to prepare state and federal environmental documentation, preliminary engineering and related services, as required by the California Department of Transportation to complete the project approval and environmental Document phase of the I Street Bridge Deck Conversion for Active Transportation (Deck Conversion) Project.
6. **CAPITAL PROJECTS & TRANSPORTATION**
CONSIDERATION OF APPROVAL OF A 2-YEAR CONTRACT RENEWAL WITH NOMAD TRANSIT LLC EXTENDING THE WEST SACRAMENTO ON-DEMAND RIDESHARE PROGRAM THROUGH FISCAL YEAR 2021/22 AND RESOLUTION 20-53 ALLOCATING UP TO \$2.032M TO SUPPORT OPERATIONS THROUGH FISCAL YEAR 2020/21 (LAUREL)
- Comment:** The purpose of this report is to request City Council approval of a 2-year contract renewal with NoMad Transit LLC (Attachment 1 - Amendment No.1 to the Amended & Restated Contract approved on May 1, 2019) extending the West Sacramento On-Demand Rideshare Program (the "Program") through Fiscal Year 2021/22 and Resolution 20-53 allocating up to \$2.032 to support operations through Fiscal Year 2020/21.
7. **ECONOMIC DEVELOPMENT & HOUSING**
CONSIDERATION OF RESOLUTION 20-60 AUTHORIZING SUBMITTAL OF A FUNDING APPLICATION TO THE STATE OF CALIFORNIA LOCAL EARLY ACTION PLANNING GRANT PROGRAM (JACOBSON)
- Comment:** The objective of this report is to provide the Council with information needed to consider adoption of Resolution 20-60 approving a funding application to the State Department of Housing and Community Development (HCD) Local Early Action Planning Grant Program.
8. **POLICE**
CONSIDERATION OF APPROVAL OF AMENDED LEASE OF POLICE DEPARTMENT FACILITY AT 1025 TRIANGLE COURT (STRANGE)
- Comment:** The purpose of this report is to request approval to amend the lease of facility space located at 1025 Triangle Court, which is used by the West Sacramento Police Department.
9. **POLICE**
CONSIDERATION AND AWARD OF VEHICLE LEASE AGREEMENT WITH THE BANCORP FOR THE LEASE OF FOUR (4) POLICE MOTORCYCLES AND ADOPTION OF RESOLUTION 20-62 APPROVING A BUDGET AMENDMENT FOR THE OUTFITTING OF FOUR (4) POLICE MOTORCYCLES AND MOTOR OFFICER EQUIPMENT IN FY 2020/21 (STRANGE)
- Comment:** The purpose of this report is to obtain City Council approval for a vehicle lease agreement with The Bancorp to lease four (4) motorcycles to replace four (4) police motorcycles that have exceeded their lease term

agreement and to acquire authorization to appropriate funds to outfit four (4) police motorcycles and provide equipment for auxiliary traffic officers.

10. **PUBLIC WORKS**

CONSIDERATION OF APPROVAL OF A CONTRACT EXTENSION FOR JANITORIAL SERVICES PROVIDED TO THE CITY OF WEST SACRAMENTO AND RESOLUTION 20-51 AMENDING THE BOOK OF FEES FOR FACILITY RENTALS (ROBERTS)

Comment: The purpose of this report is to execute extensions to contracts for janitorial services for all departments of the City of West Sacramento while a new Request for Proposal (RFP) to incorporate COVID-19 protocols is developed, and adoption of proposed amendments to the existing facility fee schedule.

11. **PUBLIC WORKS**

CONSIDERATION OF AUTHORIZATION TO PURCHASE CHEMICALS FOR THE GEORGE KRISTOFF WATER TREATMENT PLANT (ROBERTS)

Comment: The objective of this report is to provide enough information to the City Council for approval of the purchase of chemicals used at the George Kristoff Water Treatment Plant.

12. **CITY MANAGER/HUMAN RESOURCES**

CONSIDERATION OF UPDATES TO PUBLICLY AVAILABLE PAY SCHEDULE, AND AUTHORIZED POSITION LIST FOR FISCAL YEAR 2020/2021 (BERLIN)

Comment: The purpose of this report is to seek City Council approval for proposed updates to the publicly available pay schedule (Classification Plan) FY20/21 and Authorized Position List FY20/21.

13. **CITY MANAGER/HUMAN RESOURCES**

CONSIDERATION OF TEMPORARY SUSPENSION OF FLOATING HOLIDAY AND MANAGEMENT LEAVE ACCRUAL CAPS TO JUNE 30, 2021 TO ALLOW EMPLOYEES TO UTILIZE ACCRUALS (BERLIN)

Comment: The purpose of this report is to seek City Council approval for temporary suspension of the Floating Holiday and Management Leave accrual caps for employees in affected groups until June 30, 2021.

14. **CITY MANAGER/CITY CLERK**

CONSIDERATION AND AWARD OF CONTRACT FOR THE PUBLICATION OF LEGAL NOTICES TO THE NEWS-LEDGER FOR THE 2020/21 FISCAL YEAR (BERLIN)

Comment: The purpose of this report is to comply with state law which requires that a legislative body contract with a newspaper for the publication of legal notices.

15. **CITY MANAGER/CITY CLERK**

CONSIDERATION OF RESOLUTION 20-48 CALLING AN ELECTION AND REQUESTING THE BOARD OF SUPERVISORS TO PERMIT THE COUNTY CLERK TO RENDER SPECIFIED SERVICES TO THE CITY RELATING TO THE CONDUCT OF A MUNICIPAL ELECTION ON NOVEMBER 3, 2020 (BERLIN)

Comment: The purpose of this report is to call an election for the purpose of electing two council members and a mayor and to consolidate the election with the statewide general election on November 3, 2020.

16. **CITY MANAGER/CITY CLERK**

CONSIDERATION OF APPROVAL OF THE MINUTES OF THE JUNE 1, 2020 EMERGENCY CITY COUNCIL MEETING, AND JUNE 3, 2020 REGULAR CITY COUNCIL MEETING (ABBAS)

TIME-SET AGENDA

17. **ADMINISTRATIVE SERVICES/FINANCE**

PUBLIC HEARING AND CONSIDERATION OF RESOLUTION 20-57 CALLING AN ELECTION FOR THE PURPOSE OF SUBMITTING THE LEVY OF THE COMMUNITY FACILITIES DISTRICT "B" (NEWPORT ESTATES SERVICES) TO THE QUALIFIED ELECTORS OF THE AREA PROPOSED TO BE ANNEXED (ANNEXATION NO. 3); AND RESOLUTION 20-58 DECLARING THE RESULTS OF THE SPECIAL ELECTION; AND CONDUCT FIRST READING OF ORDINANCE 20-03 LEVYING AND APPORTIONING A SPECIAL TAX IN ANNEXATION NO. 3 (RAPER)

Comment: The purpose of this action continues with the process of annexing the River Oaks subdivision into Community Facility District "B" (Newport Estates Services) in order to extend maintenance services to the area located at the southeast corner of the Newport Estates subdivision.

Recommendation: Staff respectfully recommends that the City Council:

1. Conduct a public hearing to adopt Resolution 20-57 calling an election to submit to qualified electors of the area proposed to be annexed; and
2. Adopt Resolution 20-58 declaring the results of the special election; and
3. Conduct a first reading of Ordinance 20-3 levying and apportioning a special tax in territory annexed to Community Facilities District "B" (Newport Estates Services).

REGULAR AGENDA

18. **PARKS AND RECREATION**
CONSIDERATION OF ADOPTION OF RESOLUTION 20-61 APPROVING A TEMPORARY FEE SCHEDULE FOR LEARNING LADDER SUMMER CAMP DUE TO COVID-19 (MICHEL)
- Comment:** This report seeks City Council's approval of a temporary fee schedule for Learning Ladder Preschool's new Summer Camp program due to operational modifications triggered by COVID-19.
- Recommendation:** Staff respectfully recommends that the City Council adopt Resolution 20-61 approving a temporary fee schedule for Learning Ladder Summer Camp due to COVID-19.
19. **ECONOMIC DEVELOPMENT & HOUSING**
CONSIDERATION OF AMENDMENT NO. 2 TO WEST SACRAMENTO CHAMBER OF COMMERCE CONTRACT FOR COVID-19 BUSINESS RECOVERY SERVICES AND RESOLUTION 20-64 AUTHORIZING A BUDGET AMENDMENT IN THE MEASURE G COMMUNITY INVESTMENT FUND 106 IN FISCAL YEAR 2020/21 (JACOBSON)
- Comment:** The purpose of this report is to request City Council consideration of an amendment to the contract with the West Sacramento Chamber of Commerce to expand COVID-19 business recovery and retention activities and extend the Contract for an additional year, and an associated budget adjustment in the Economic Development and Housing Department budget.
- Recommendation:** Staff respectfully recommends that the City Council:
1. Approve Amendment No. 2 to the Contract for Services between the City of West Sacramento and West Sacramento Chamber of Commerce revising the scope of services and extending the term for one year;
 2. Approve Resolution 20-64 authorizing a budget amendment in Fund 106-Measure G in the amount of \$10,000; and
 3. Authorize the City Manager to execute Amendment No. 2 to the Contract with the West Sacramento Chamber.
20. **CITY MANAGER**
UPDATE AND ACTIONS ON CITY'S COVID-19 RESPONSE ACTIONS (LAUREL)
- Comment:** This item provides an update and requests authorization for actions by the City related to mitigating the spread of COVID-19 and to respond to the impacts of those activities on residents, businesses, and the City organization.
- Recommendation:** Staff respectfully recommends that the City Council receive staff's update and provide direction to staff on activities related to COVID-19 mitigation and community impacts.

ADMINISTRATIVE FUNCTION – PART II

21. A. Council Calendar
B. City Manager Report
C. City Attorney Report
D. Staff Direction from City Council Members
E. Future Agenda Item Requests by Council
F. Adjourn

**CITY OF WEST SACRAMENTO
REGULAR MEETING OF THE WEST SACRAMENTO CITY COUNCIL AND
WEST SACRAMENTO REDEVELOPMENT SUCCESSOR AGENCY & WEST SACRAMENTO FINANCING AUTHORITY
JUNE 17, 2020 CLOSED SESSION AGENDA**

Christopher L. Cabaldon, Mayor

Beverly A. Sandeen, Mayor Pro Tem
Christopher T. Ledesma, Council Member

Martha Guerrero, Council Member
Quirina Orozco, Council Member

Aaron Laurel, City Manager
Jeffrey Mitchell, City Attorney

6:00 PM Call to Order

1. CITY ATTORNEY

Conference with Legal Counsel – Significant Exposure to Litigation – GC §54956.9(b):1

2. CITY ATTORNEY

Conference with Legal Counsel – Potential Exposure to Litigation – GC §54956.9(b):1

3. CITY ATTORNEY

Conference with Legal Counsel – Initiation of Litigation – Govt Code §54956.9(c):2

I, Yashin Abbas, City Clerk, declare under penalty of perjury that the foregoing agenda for the June 17, 2020 regular and closed session meetings of the West Sacramento City Council, Redevelopment Successor Agency and Financing Authority was posted June 12, 2020 in the office of the City Clerk, 1110 West Capitol Avenue, West Sacramento, CA and was available for public review.

NOTE: If you challenge the nature of a proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing.

*The agenda and agenda reports are
also available on the City's website at www.cityofwestsacramento.org*

*City Council meetings are broadcast live on Wave Cable Channel 20 and rerun
the next day at 12:00 PM and the following Saturday at 6:00 PM.*

*All public materials related to an item on this agenda submitted to the City Council after distribution
of the agenda packet are also made available for public inspection on the City's website at:
www.cityofwestsacramento.org. Any document provided at the meeting by staff or by the public will be
provided by the City Clerk upon request by phone at (916) 617-4500, or by email at:
clerk@cityofwestsacramento.org.*

ORAL PRESENTATION ONLY

**THERE WILL BE NO WRITTEN REPORT
FOR THIS ITEM**

MEETING DATE: June 17, 2020

ITEM # 3

SUBJECT:

CONSIDERATION OF UPDATE OF THE SEWER FUND, WATER FUND AND REFUSE FUND ANALYSIS AND RATE IMPLEMENTATION FOR FISCAL YEAR 2020/21

INITIATED OR REQUESTED BY:

Council Staff

 Other

REPORT COORDINATED OR PREPARED BY:

Claire Connor, Accounting Manager
Administrative Services Department

ATTACHMENT Yes No Information Direction Action

OBJECTIVE

The purpose of this report is to present the annual financial information for Fiscal Year 2019/20 for the Sewer Fund, Water Fund, and Refuse Fund, and to receive authorization to implement the previously approved rate changes for FY 2020/21.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council:

1. Consider staff's report on the revenues and expenditures estimated for Fiscal Year 2019/20 and projected revenues and expenditures for FY 2020/21; and
2. Authorize the implementation of the approved rate increase for FY 2020/21 for water, sewer and refuse service charges, pursuant to Resolution 17-43.

BACKGROUND

The City's enterprise utilities must generate sufficient revenues to maintain ongoing operations, meet financial obligations including City-issued long-term debt obligations, and cover the replacement, upgrade, and expansion of the infrastructure needed for current and future needs.

On July 20, 2016, the Council approved the execution of a new hauling contract with USA Waste of California, Inc. dba Waste Management (Waste Management) that took effect July 1, 2017. The contract includes the service rates that Waste Management will charge the City for providing services to residential and commercial customers.

On April 4, 2017, the City mailed notices to approximately 14,296 property owners as required per California Constitution Article XIIID, otherwise known as Prop 218. The notice stated the maximum rates proposed for adoption that would be phased in over the next five years.

On June 14, 2017, the City Council approved Resolution 17-43, adopting increases to the sewer, water, and refuse public utility rates. The rate increases adopted by the City Council are to be phased in over five years. When bonds were issued for the Sewer Fund in November 2017, Council requested staff provide an update each year on the financial status of each utility fund prior to implementing the approved rates for the upcoming year. On June 19, 2019, the City Council authorized staff to implement the rate increase for fiscal year 2019/20. This report is to seek authorization to implement the rate increase as previously adopted for the upcoming fiscal year 2020/21. Table 1 summarizes the current and proposed monthly utility costs for a residential flat rate water customer with sewer and refuse services. An example of what this rate increase would look like for a metered water customer using average of 10 units of one hundred cubic feet per month (249 gallons per day) is provided in Table 2.

Table 1 – Impact for Flat Rate Water Customer

		Approved			
		July 2018	July 2019 (Current)	July 2020	July 2021
Water		\$44.15	\$47.48	\$53.84	\$59.23
(3/4" meter)	<i>Monthly Change</i>	\$2.10	\$3.33	\$6.36	\$5.39
Sewer Collection		\$9.88	\$10.38	\$10.63	\$10.88
	<i>Monthly Change</i>	\$0	\$0.50	\$0.50	\$0.25

Sewer Treatment* (Regional San)		\$37.00	\$37.00	\$37.00	\$37.00
	<i>Monthly Change</i>	\$0	\$0	\$0	\$0
Refuse**		\$26.08	\$27.06	\$28.28	\$29.41
	<i>Monthly Change</i>	\$0.94	\$0.98	\$1.22	\$1.13
TOTAL		\$117.11	\$121.92	\$129.75	\$136.52
	<i>Total Monthly Change</i>	\$3.04	\$4.81	\$7.83	\$6.77

* Sewer treatment is billed by the City but provided by the Sacramento Regional County Sanitation District (SRCSD). Treatment costs are subject to change.
 ** Reflects 64-gallon refuse container

Table 2 – Impact for Metered Water Customer

		Approved			
		July 2018	July 2019 (Current)	July 2020	July 2021
Water (3/4"meter/10ccf usage)		\$42.32	\$45.39	\$48.27	\$48.91
	<i>Monthly Change</i>	\$8.60	\$3.07	\$2.88	\$0.64
Sewer Collection		\$9.88	\$10.38	\$10.63	\$10.88
	<i>Monthly Change</i>	\$0	\$0.50	\$0.50	\$0.25
Sewer Treatment* (Regional San)		\$37.00	\$37.00	\$37.00	\$37.00
	<i>Monthly Change</i>	\$0	\$0	\$0	\$0
Refuse**		\$26.08	\$27.06	\$28.28	\$29.41
	<i>Monthly Change</i>	\$0.94	\$0.98	\$1.22	\$1.13
TOTAL		\$115.28	\$119.83	\$124.18	\$126.20
	<i>Total Monthly Change</i>	\$10.54	\$4.55	\$4.35	\$2.02

* Sewer treatment is billed by the City but provided by the Sacramento Regional County Sanitation District (SRCSD). Treatment costs are subject to change.
 ** Reflects 64-gallon refuse container

ANALYSIS

The utility rates approved by the City Council pursuant to the passing of Resolution 17-43 were based on the analysis of each utility fund developed as part of the rate study. The methodology of the rate development is cost-based, equitable, and set at a level to adequately fund the utilities' financial, operating, capital and regulatory requirements. In addition, this process was undertaken to establish rates at a level that provides certainty from year to year for the customers. The financial analysis and proposed rate implementation for each utility fund: sewer fund, water fund, and refuse fund, are provided below.

Sewer Enterprise Fund – Fund 501 (Operating), Fund 502 (Capital and Debt), Fund 503 (Regional San passthrough) and Fund 504 (Reserve)

The Sewer Enterprise Fund's (operating, capital, and reserve) projected cash position for the year ended June 30, 2020 is \$7.2 million of which \$0.6 million is restricted for debt service payment and \$2.1 million is set aside in the operating reserve. In addition to the cash on hand, there is \$2.6 million in remaining bond proceeds for sewer capital improvement projects. The estimated surplus for FY 2019/20 is \$2.3 million, primarily due to sewer connection fees collected on development projects.

The financial plan for the sewer fund for FY 2020/21 includes the following assumptions:

1. Revenue projections for future years are based on the current fiscal year projected revenues with the additional rate increases applied for FY 2020/21 and FY 2021/22 as previously adopted by Council.
2. Debt service payments are based on the required debt service schedule for \$9.0 million in bonds issued in October 2017.
3. Annual pay as you go contribution from the rate revenues and remaining bond proceeds total about \$3.3 million annually toward capital improvement projects.

Table 3 illustrates the financial plan and the impact on the operating surplus (deficit) and on the cash balance by implementing the full rate increase previously approved by Council for the sewer utility for FY 2019/20. The increase ratio illustrated in the forecast section is using the Table 2 assumption of the rate increase (metered service versus flat rate service). Therefore, the revenues in the table below include the previously approved rate increases of 2.5% for FY 2020/21 and FY 2021/22 (the final years in the five-year rate update approved by Council in 2017). The expense projections are based on the approved two-year operations and maintenance budget for the next fiscal years. The proposed budget does not include an assumption or set-aside for the current year budget amendment or any new O&M budget requests for the next fiscal year. The forecast for the subsequent year is based on the average revenue requirement ratio from the utility rate with the O&M expenses inflated by 2-3% per year.

Table 3: Sewer Operating Fund Plan with Proposed Rate Increase for FY 2020/2021

Sewer Fund Operations	Audited	Projected	Forecast (Full Increase)		Forecast (No Increase)	
	FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	FY 2020/21	FY 2021/22
Reginal San Passthrough	\$9,437,327	\$9,552,831	\$9,648,359	\$9,744,843	\$9,648,359	\$9,744,843
Rate Revenue	3,834,026	3,747,169	3,840,848	3,879,256	3,747,169	3,747,169
Non-rate and fee Revenues	355,614	80,886	80,886	80,886	80,886	80,886
Total Revenues	\$13,626,967	\$13,380,886	\$13,570,093	\$13,704,985	\$13,476,414	\$13,572,898
Personnel	840,561	1,238,089	1,345,690	1,386,061	1,345,690	1,386,061
Regional San Passthrough	9,437,327	9,552,831	9,648,359	9,744,843	9,648,359	9,744,843
City O&M	959,050	1,075,171	1,129,876	1,152,474	1,129,876	1,152,474
Other expenses & GSA	831,072	924,415	948,887	977,354	948,887	977,354
Total Expenses	\$12,068,010	\$12,790,506	\$13,072,812	\$13,260,731	\$13,072,812	\$13,260,731
Operating Surplus (Deficit)	1,558,957	590,380	497,281	444,254	403,602	312,166

Sewer Fund Debt Service & Capital Investment	Audited	Projected	Forecast (Full Increase)		Forecast (No Increase)	
	FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	FY 2020/21	FY 2021/22
Sewer Connection Fees	\$121,186	\$2,250,000	\$2,600,000	\$200,000	\$2,600,000	\$200,000
Debt Service	(643,438)	(554,498)	(554,499)	(553,273)	(554,499)	(553,273)
Debt Coverage Ratio (Min 1.15)	2.611	5.122	5.586	1.164	5.417	0.926
Net Revenue Available for Capital	1,036,705	2,285,882	2,542,782	90,981	2,449,103	(41,107)
Bond Proceeds - Reimbursement	3,626,015	3,132,334	2,627,900	0	2,627,900	0
Capital Project Expenses	(4,869,077)	(3,201,762)	(3,156,000)	(3,500,000)	(3,156,000)	(3,500,000)
Surplus/(Deficit) After Capital Investment	(206,357)	2,216,454	2,014,682	(3,409,019)	1,921,003	(3,541,107)

Sewer Fund Cash Balances	Audited	Projected	Forecast (Full Increase)		Forecast (No Increase)	
	FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	FY 2020/21	FY 2021/22
Cash Balance Carryover	3,084,784	2,878,427	5,094,881	7,109,563	5,094,881	7,015,883
Ending Available Cash Balance	2,878,427	5,094,881	7,109,563	3,700,543	7,015,883	3,474,777
Operating Reserve Balance	2,128,897	2,128,897	2,128,897	2,128,897	2,128,897	2,128,897
Total Cash Balance	\$5,007,324	\$7,223,778	\$9,238,460	\$5,829,440	\$9,144,780	\$5,603,674

Table 3 also shows the Capital Improvement Fund revenue and expense summary for the remaining approved rate period. Capital project spending is projected at the actual amount anticipated for FYs 2019/20 and 2020/21 with an annual average spend of \$3.3 million per year for the three-year forecast period. Net capital contribution and outlay are referenced from the adopted CIP project from September 2019. As the 2017 bond issuance is the main funding source for all sewer capital and infrastructure improvements, the cash balance (bond proceeds) is estimated to be fully depleted by FY 2020/21. Therefore, the increase in rates for FY 2020/21 provides additional revenues from the operating fund that may be used to meet future capital rehabilitation and replacement obligations.

Staff Recommendation on Sewer Rate Increase Implementation for FY 2020/21

Staff is recommending implementation of the approved rate increase for FY 2020/21 due to the following reasons:

- **Operating Surplus:** The operating surplus before funding capital projects is projected at \$0.5 million in FY 2020/21 and \$0.4 million in FY 2021/22 after applying the full rate increase as previously approved by Council. Without the rate increase, the surpluses fall to \$0.4 million and \$0.3 million, respectively, leaving insufficient balance to fund the required debt service in FY 2021/22.

- **Cash Balance without Reserve Balance:** The cash position without the available bond proceeds projected at the end of FY 2019/20 is \$7.2 million, sufficient to fund current and future operating expenses and capital improvement projects without new debt issuance, at least until FY 2021/22. However, the net revenue available for capital improvement projects will be significantly reduced due to the depletion of all bond proceeds in FY 2020/21. Public Works and Finance staff will work to time the funding needed for capital projects over the next two years to ensure sufficient funding is available for project identification and implementation without additional debt issuance or imposed burden on preserving a healthy cash reserve.
- **Debt Service Coverage:** The debt service coverage for FY 2020/21 with the full rate increase is projected at 5.58 percent; a cushion of 4.43 percent from the required coverage of 1.15 percent. However, without the rate increases for both FY 2020/21 and FY 2021/22, the debt coverage ratio will fall below the minimum debt coverage requirement in FY 2021/22.

Attachment 1 provides the proposed sewer rates for Fiscal Year 2020/21.

Water Enterprise Fund – Fund 506 (Operating), Fund 507 (Capital and Debt) and Fund 509 (Reserve)

The Water Enterprise Fund (operating, capital, and reserve) projected combined cash position for FY 2019/20 is \$20 million. Of this amount, \$10.5 million is restricted for water capital improvement projects and debt service payments for FY 2020/21, \$4.2 million is set aside in the operating reserve fund, and \$5.3 million is available for future operating and capital projects.

The financial plan for the water fund for FY 2020/21 includes the following assumptions:

1. Revenue projections for future years are based on current fiscal year projected revenues with the additional rate increases applied each fiscal year through FY 2021/22 as previously adopted by Council.
2. Operation and Maintenance expenses are based on the adopted bi-annual budget included the proposed compensation adjustments for unrepresented employees. The numbers below do not include new positions, supplemental budget requests or any assumptions for labor negotiations.
3. Debt service payments are based on the required debt service schedule for the \$15.0 million in previous debt issued.

Table 4: Water Operating Fund Plan with Proposed Rate Increase for FY 2020/21

Water Fund Operations	Audited	Projected	Forecast (Full Increase)		Forecast (No Increase)	
	FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	FY 2020/21	FY 2021/22
Rate Revenue	14,368,076	15,450,000	15,913,500	16,231,770	15,450,000	15,450,000
Non-rate and fee Revenues	670,515	564,000	653,971	772,041	653,971	772,041
Total Revenues	\$15,038,591	\$16,014,000	\$16,567,471	\$17,003,811	\$16,103,971	\$16,222,041
Personnel	2,661,182	2,703,570	2,784,677	2,868,217	2,784,677	2,868,217
O&M expenses	2,509,901	3,275,142	3,169,559	3,264,646	3,169,559	3,264,646
Other expenses & GSA	1,194,587	1,576,720	1,624,022	1,672,743	1,624,022	1,672,743
Total Expenses	\$6,365,670	\$7,555,432	\$7,578,258	\$7,805,606	\$7,578,258	\$7,805,606
Operating Surplus (Deficit)	8,672,921	8,458,568	8,989,213	9,198,205	8,525,713	8,416,435

Water Fund Debt Service & Capital Investment	Audited	Projected	Forecast (Full Increase)		Forecast (No Increase)	
	FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	FY 2020/21	FY 2021/22
Water Connection Fees	\$806,431	\$1,400,000	\$3,325,000	\$500,000	\$3,325,000	\$500,000
Debt Service	(5,255,097)	(5,305,403)	(5,260,304)	(5,263,404)	(5,260,304)	(5,263,404)
Debt Coverage Ratio (Min 1.15)	1.804	1.858	2.341	1.843	2.253	1.694
Net Revenue Available for Capital	4,224,255	4,553,165	7,053,909	4,434,801	6,590,409	3,653,031
Bond Proceeds - Reimbursement	463,869	11,000,000	3,400,000	0	3,400,000	0
Capital Project Expenses	(1,744,256)	(9,500,000)	(4,700,000)	(5,200,000)	(4,700,000)	(5,200,000)
Surplus/(Deficit) After Capital Investment	2,943,868	6,053,165	5,753,909	(765,199)	5,290,409	(1,546,969)

Water Fund Cash Balances	Audited	Projected	Forecast (Full Increase)		Forecast (No Increase)	
	FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	FY 2020/21	FY 2021/22
Cash Balance Carryover	6,781,614	9,725,482	15,778,647	21,532,556	15,778,647	21,069,056
Ending Available Cash Balance	9,725,482	15,778,647	21,532,556	20,767,357	21,069,056	19,522,087
Operating Reserve Balance	4,246,466	4,246,466	4,246,466	4,246,466	4,246,466	4,246,466
Total Cash Balance	\$13,971,948	\$20,025,113	\$25,779,022	\$25,013,823	\$25,315,522	\$23,768,553

The rate revenue projection is based on the metered rate billing. Currently, 85% of the customers are being billed metered rates based on actual consumption with the remaining 15% to be converted over the next year. The metered billing rate revenue component is highly dictated by water consumption and is subject to change as customers are converted to metered billing and have more control over their bill amount by increasing conservation efforts.

Table 4 illustrates the Capital Improvement Fund revenue and expense summary for the remaining rate approved period. Capital project spending is projected at the actual amount anticipated for FY 2019/20 and an annual average spend of \$5.0 million per year for the forecasting period, which annualizes the currently approved CIP budget for the water fund. Bond Proceeds along with the Pay-Go contribution from the operating fund are the primary sources of funding for water capital and infrastructure improvements. The bond proceeds are estimated to be fully depleted by FY 2020/21, leaving the fund to rely on the annual contribution from the operating fund for future capital needs. The increase in rates for FY 2020/21 and beyond provides additional revenues from the operating fund that will be required to meet future capital rehabilitation and replacement commitments.

Staff Recommendation on Water Rate Increase Implementation for FY 2020/21

Staff is recommending implementing the approved rate increase for FY 2020/21 due to the following reasons:

- **Operating Surplus (Deficit):** With the rate increases implemented as already adopted by City Council for FY 2020/21 and FY 2021/22, the net deficit after funding capital needs is negative nearly \$0.8 million in FY 2021/22. Without the rate increase, the net deficit is double that amount at \$1.5 million.
- **Cash balance without Reserve Balance:** The cash position after being reimbursed for \$11.0 million in bond proceeds at the end of FY 2019/20 is projected to be \$20 million, sufficient to fund current and future operating expenses and capital improvement projects without new debt issuance for the next few years. However, the net revenue available after capital will be significantly reduced due to the depletion of all bond proceeds in year 2021/22. Public Works, CPT and Finance staff will work to time the funding needed for capital projects over the next four years to ensure sufficient funding is available for project identification and implementation without additional debt issuance or imposed burden to preserve a healthy cash reserve.
- **Debt Service Coverage:** The debt service coverage for FY 2020/21 with the rate increase is projected at 2.34 percent, a cushion of 1.19 percent from the required coverage of 1.15 percent. The 1.19 cushion will provide the ability to mitigate against potential losses in water system revenues, including connection fees. However, with this low of a cushion, this fund will be unable to take on any additional debt to fund capital and infrastructure needs, leaving the City to rely on rate revenue to fund capital projects until previous bonds are paid off. Currently, there are three bond obligations due annually until the 2012 Water Bond expires in 2024.

Attachment 2 provides a detail of the proposed water rate for Fiscal Year 2020/21.

Refuse Enterprise Fund – Fund 511 (Operating)

The Refuse Enterprise projected cash position for FY 2019/20 is \$5 million. The current projected operating surplus for FY 2019/20 is \$1.2 million.

The financial plan for the refuse fund for FY 2020/21 includes the following assumptions:

1. Revenue projections are based on the projected revenues for the current fiscal year of 2019/20.
2. Waste hauler expenses provided by Waste Management are projected to increase by 4% in FY 2020/21, primarily due to a substantial increase in the Organic Materials Processing fee and the Disposal Fee and O&M increases.
3. No increase is proposed for City staff administration costs, billing, or management of the refuse program in the next fiscal year.

Table 5 illustrates the financial plan and the impact on the operating surplus (deficit) and on cash balance from the implementation of the modified rate increase (full 4% increase on operator side, no increase on City side).

Table 5: Refuse Fund with Proposed Modified Rate Increase for FY 2020/21

Refuse Fund	Audited	Projected	Forecast (Full Increase)		Forecast (No Increase)	
	FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	FY 2020/21	FY 2021/22
Rate Revenue	9,167,970	9,615,000	9,927,488	10,250,131	9,615,000	9,615,000
Non-rate and fee Revenues	98,470	25,000	25,000	25,000	25,000	25,000
Total Revenues	\$9,266,440	\$9,640,000	\$9,952,488	\$10,275,131	\$9,640,000	\$9,640,000
Waste Hauler Contract	7,583,967	7,887,326	8,202,829	8,530,931	8,202,819	8,530,931
City O&M Expenses	2,811	21,500	21,500	21,500	21,500	21,500
Other expenses & GSA	425,258	529,577	545,464	561,828	545,464	561,828
Total Expenses	\$8,012,036	\$8,438,403	\$8,769,793	\$9,114,259	\$8,769,783	\$9,114,259
Operating Surplus (Deficit)	1,254,404	1,201,597	1,182,695	1,160,872	870,217	525,741
Cash Balance Carryover	2,581,742	3,836,146	5,037,743	6,220,438	5,037,743	5,907,960
Ending Available Cash Balance	3,836,146	5,037,743	6,220,438	7,381,310	5,907,960	6,433,701

Staff Recommendation on Refuse Rate Increase Implementation for FY 2020/21

Staff is recommending implementing the approved rate increase for the waste hauler portion only in FY 2020/21 (no increase in City portion) due to the following reason:

- **Operating Surplus (Deficit):** The operating surplus projected for FY 2020/21 is projected to be \$1.2 million. Staff is not proposing an increase to offset the City program support of the rate since the costs are not projected to increase significantly in FY 2020/21. However, the adequate operating surplus and fund balance are available to allocate funding to support the upcoming regulatory requirements including the AB 939, Solid Waste Reduction enforcement.

Attachment 3 provides a detail of the proposed rate implementation for Fiscal Year 2020/21 for the Refuse Fund.

Environmental Considerations

The actions recommended in the attached resolution are not subject to the California Environmental Quality Act (CEQA), pursuant to Public Resources Code Section 21080 (b)(8), since the activities proposed involve administrative and financial activities that do not constitute a project pursuant to CEQA.

Commission Recommendation

As the proposed rates were previously supported by the Environmental Utilities Commission and approved by Council, this update was not reviewed by the Commission and is being brought directly to Council for consideration.

Strategic Plan Integration

The City's mission includes a *City Government that is Financially Sound*. Implementing the utility rate increases already adopted by Council will further this goal by ensuring financially sound utility funds and sufficient revenues to fund infrastructure rehabilitation and replacement obligations.

Alternatives

The City Council could approve the recommended action, amend the proposed rates for the sewer, water and/or refuse, or direct staff to prepare alternate analysis on the proposed rates.

Coordination and Review

This staff report was coordinated with the Public Works Department.

Budget/Cost Impact

The actions proposed in this report will ensure that sufficient financial resources are available to fund operations and maintenance of City provided utility services over the next two years; fiscal year 2020/21 through fiscal year 2021/22 with another five-year rate study in the immediate timeline. Upon Council approval, staff will amend the Book of Fees for Refuse Service Charges pursuant to the rate adjustment passed through from Waste Management and adopted by Council. If the proposed water and sewer utility rates are not implemented for FY 2020/21, the City may be required to scale back the capital rehabilitation and replacement expenditures and make necessary adjustments to operations and maintenance programs to fund potential shortfalls in the respective funds. The proposed utility rate increase for FY 2020/21 will impact the average metered residential customer by 3.6% in total (water, sewer and refuse) per month (\$4.35) in comparison with a 4% increase (\$4.55) in prior year.

ATTACHMENTS

1. Utility Proposed Rates-Sewer
2. Utility Proposed Rates-Water
3. Utility Proposed Rates-Refuse

Attachment 1:

SEWER USER CHARGES

		Approved Rates (Resolution 17-43) June 14, 2017				
		July 2017	July 2018	July 2019	July 2020	July 2021
				Current	Approved	
Residential						
	1 dwelling unit	\$ 9.88	\$ 9.88	\$ 10.38	\$ 10.63	\$ 10.88
	2 units or more	\$ 6.42	\$ 6.42	\$ 7.79	\$ 7.97	\$ 8.16
Metered Sewer Rates						
	All Customers Fixed Cost	\$5.00	\$5.00	\$5.20	\$5.30	\$ 5.40
	All Customers per CCF	\$ 2.96	\$ 2.96	\$ 3.06	\$ 3.11	\$ 3.16

Attachment 2:

Approved Rates (Resolution 17-43) June 14, 2017				
July 2017	July 2018	July 2019	July 2020	July 2021
		Current	Approved	

Flat Water Rates

Residential Flat Rates (1, 2, or 3 units) - \$/month

up to 3/4" meter	\$ 42.05	\$ 44.15	\$ 47.48	\$ 53.84	\$ 59.23
1" meter	\$ 43.34	\$ 45.50	\$ 48.93	\$ 55.49	\$ 58.26
Additional units	\$ 23.86	\$ 25.05	\$ 26.94	\$ 30.55	\$ 33.61

General Service Flat Rates - \$/month

5/8" x 3/4" meter	\$ 47.51	\$ 49.88	\$ 53.64	\$ 60.83	\$ 66.92
3/4" meter	\$ 52.59	\$ 55.22	\$ 59.38	\$ 67.34	\$ 74.08
1" meter	\$ 100.37	\$ 105.38	\$ 113.33	\$ 128.52	\$ 141.37
1 1/2" meter	\$ 191.58	\$ 201.16	\$ 216.33	\$ 245.32	\$ 269.85

Metered Water Rates

Fixed Service Charges - All Customers - \$/month

Up to 3/4" meter	\$ 18.02	\$ 23.42	\$ 23.89	\$ 24.37	\$ 24.61
1" meter	\$ 30.00	\$ 39.00	\$ 39.78	\$ 40.58	\$ 40.98
1 1/2" meter	\$ 59.87	\$ 77.83	\$ 79.39	\$ 80.97	\$ 81.78
2" meter	\$ 95.91	\$ 124.69	\$ 127.18	\$ 129.73	\$ 131.02
3" meter	\$ 191.90	\$ 249.46	\$ 254.45	\$ 259.54	\$ 262.13
4" meter	\$ 299.85	\$ 389.81	\$ 397.61	\$ 405.56	\$ 409.61
6" meter	\$ 599.50	\$ 779.35	\$ 794.94	\$ 810.84	\$ 818.94
8" meter	\$ 959.30	\$ 1,247.09	\$ 1,272.03	\$ 1,297.47	\$ 1,310.45
10" meter	\$ 1,378.91	\$ 1,792.58	\$ 1,828.43	\$ 1,865.00	\$ 1,883.65
12" meter	\$ 2,023.63	\$ 2,630.72	\$ 2,683.33	\$ 2,737.00	\$ 2,764.37

Commodity Rates - \$/CCF

Residential Rates

1st Tier - 0-10 CCF/mo.

2nd Tier - 11-50 CCF/mo.

3rd Tier - 51+ CCF/mo.

Residential Rate (all use)	\$ 1.57	\$ 1.89	\$ 2.15	\$ 2.39	\$ 2.43
Non-Residential Rate (all use)	\$ 2.13	\$ 2.30	\$ 2.35	\$ 2.39	\$ 2.43

Attachment 3:

Approved Rates (Resolution 17-43) June 14, 2017					
Current WM Rate (WM Pay)	2020/21 WM Rate (4% Inc)	July 2019 Current Rate	July 2020 Proposed Rate	July 2020 Approved Rate	July 2021 Approved Rate

Residential Cart Service

Code Residential Flat Rates (1, 2, or 3 units) - \$/month

XA	35 gallon	\$ 20.40	\$ 0.82	\$ 21.70	\$ 22.52	\$ 22.69	\$ 23.60
YF	Each additional 35 gallon garbage cart	\$ 13.46	\$ 0.54	\$ 14.64	\$ 15.18	\$ 15.32	\$ 15.93
BYP	Each additional 35 gallon recycle cart (first 2 are free)	\$ 7.57	\$ 0.30	\$ 8.75	\$ 9.05	\$ 9.20	\$ 9.57
BGP	Each additional 35 gallon organic cart (first 4 are free)	\$ 13.46	\$ 0.54	\$ 14.64	\$ 15.18	\$ 15.32	\$ 15.93
XD	64 gallon	\$ 25.44	\$ 1.02	\$ 27.06	\$ 28.08	\$ 28.28	\$ 29.41
YG	Each additional 64 gallon garbage cart	\$ 19.30	\$ 0.77	\$ 20.77	\$ 21.54	\$ 21.73	\$ 22.60
HYP	Each additional 64 gallon recycle cart (first 2 are free)	\$ 7.57	\$ 0.30	\$ 9.04	\$ 9.34	\$ 9.53	\$ 9.91
HGP	Each additional 64 gallon organic cart (first 4 are free)	\$ 19.30	\$ 0.77	\$ 20.77	\$ 21.54	\$ 21.73	\$ 22.60
XB	96 gallon	\$ 32.47	\$ 1.30	\$ 34.54	\$ 35.84	\$ 36.10	\$ 37.54
YH	Each additional 96 gallon garbage cart	\$ 26.01	\$ 1.04	\$ 27.88	\$ 28.92	\$ 29.16	\$ 30.32
KYP	Each additional 96 gallon recycle cart (first 2 are free)	\$ 7.57	\$ 0.30	\$ 9.44	\$ 9.74	\$ 9.98	\$ 10.38
KGP	Each additional 96 gallon organic cart (first 4 are free)	\$ 26.01	\$ 1.04	\$ 27.88	\$ 28.92	\$ 29.16	\$ 30.32

Extra Pick-Up Service/Per Collection

Not on a regular service day, without recycling/yard waste

First cart	
Plus landfill cost:	
35 gallon	
64 gallon	
96 gallon	

Regular service day (landfill cost)

35 gallon	
64 gallon	
96 gallon	

Residential - Extra Services - This is when the driver is already on site and collects extra garbage only

BOF	35 gallon - extra cart service (on service day)	\$ 5.14	\$ 0.21	\$ 6.32	\$ 6.53	\$ 6.67	\$ 6.94
BOF	64 gallon - extra cart service (on service day)	\$ 6.36	\$ 0.25	\$ 7.83	\$ 8.08	\$ 8.27	\$ 8.60
BOF	96 gallon - extra cart service (on service day)	\$ 8.11	\$ 0.32	\$ 9.98	\$ 10.30	\$ 10.54	\$ 10.96

Residential - Extra Pick up fees - This is fee for driver to go back to site to service. (applies to all commodities)

BOF	35 gallon (service day)	\$ 7.47	\$ 0.30	\$ 8.65	\$ 8.95	\$ 9.09	\$ 9.45
BOF	64 gallon (service day)	\$ 7.47	\$ 0.30	\$ 8.94	\$ 9.24	\$ 9.42	\$ 9.79
BOF	96 gallon (service day)	\$ 7.47	\$ 0.30	\$ 9.34	\$ 9.64	\$ 9.87	\$ 10.26

Attachment 3:

Approved Rates (Resolution 17-43) June 14, 2017						
	Current WM Rate (WM Pay)	2020/21 WM Rate (4% Inc)	July 2019 Current Rate	July 2020 Proposed Rate	July 2020 Approved Rate	July 2021 Approved Rate
Refuse Service Charges						
				July 2020	July 2021	
BOF	35 gallon (non-service day)	\$ 37.86	\$ 1.51	\$ 39.04	\$ 40.55	\$ 42.33
BOF	64 gallon (non-service day)	\$ 37.86	\$ 1.51	\$ 39.33	\$ 40.84	\$ 42.66
BOF	96 gallon (non-service day)	\$ 37.86	\$ 1.51	\$ 39.73	\$ 41.24	\$ 43.13
Limited Service (additional refuse cart, excludes recycling & yard waste)						
	35 gallon					
	64 gallon					
	96 gallon					
Single-Family Planned Development						
BOF	Equivalent to a 64-gallon container per unit or pro-rata share of actual service, whichever is higher	\$ 203.87	\$ 8.15	\$ 211.72	\$ 211.72	\$ 229.69
Scheduled Commercial Bin/One Collection per week						
T3P	35 gallon (includes garbage and recycle)	\$ 20.40	\$ 0.82	\$ 21.58	\$ 22.40	\$ 23.45
T6P	64 gallon (includes garbage and recycle)	\$ 25.44	\$ 1.02	\$ 26.91	\$ 27.93	\$ 29.23
T9P	96 gallon (includes garbage and recycle)	\$ 32.47	\$ 1.30	\$ 34.34	\$ 35.64	\$ 37.31
Y @	1 cubic yard	\$ 49.67	\$ 1.99	\$ 58.08	\$ 60.07	\$ 63.56
Y @	1.5 cubic yards	\$ 74.51	\$ 2.98	\$ 87.12	\$ 90.10	\$ 95.34
Y @	2 cubic yards	\$ 99.34	\$ 3.97	\$ 116.16	\$ 120.13	\$ 127.12
Y @	3 cubic yards	\$ 149.01	\$ 5.96	\$ 174.24	\$ 180.20	\$ 190.68
Y @	4 cubic yards	\$ 198.68	\$ 7.95	\$ 232.32	\$ 240.27	\$ 254.23
Y @	5 cubic yards	\$ 248.35	\$ 9.93	\$ 290.40	\$ 300.33	\$ 317.79
Y @	6 cubic yards	\$ 298.02	\$ 11.92	\$ 348.48	\$ 360.40	\$ 381.35
Commercial Extra Pick-Up Service/Per Collection (excludes recycling)						
	1 cubic yard					
	1.5 cubic yards					
	2 cubic yards					
	3 cubic yards					
	4 cubic yards					
	5 cubic yards					
	6 cubic yards					
	Refuse Service Charges					

Commercial - Extra Pick up fees - This is fee for driver to go back to site to service.

Attachment 3:

		Approved Rates (Resolution 17-43) June 14, 2017					
		Current WM Rate (WM Pay)	2020/21 WM Rate (4% Inc)	July 2019 Current Rate	July 2020 Proposed Rate	July 2020 Approved Rate	July 2021 Approved Rate
Extra pick up fee - service day (This applies to all commodities)							
BOF	35 gallon (includes garbage and recycle)	\$ 7.47	\$ 0.30	\$ 8.65	\$ 8.95	\$ 9.09	\$ 9.45
BOF	64 gallon (includes garbage and recycle)	\$ 7.47	\$ 0.30	\$ 8.94	\$ 9.24	\$ 9.42	\$ 9.79
BOF	96 gallon (includes garbage and recycle)	\$ 7.47	\$ 0.30	\$ 9.34	\$ 9.64	\$ 9.87	\$ 10.26
BOF	1 cubic yard	\$ 26.17	\$ 1.05	\$ 28.04	\$ 29.09	\$ 29.31	\$ 30.49
BOF	1.5 cubic yards	\$ 37.63	\$ 1.51	\$ 39.50	\$ 41.01	\$ 41.24	\$ 42.89
BOF	2 cubic yards	\$ 52.33	\$ 2.09	\$ 54.20	\$ 56.29	\$ 56.52	\$ 58.79
BOF	3 cubic yards	\$ 62.26	\$ 2.49	\$ 64.13	\$ 66.62	\$ 66.86	\$ 69.54
BOF	4 cubic yards	\$ 72.21	\$ 2.89	\$ 74.08	\$ 76.97	\$ 77.20	\$ 80.29
BOF	5 cubic yards	\$ 82.15	\$ 3.29	\$ 84.02	\$ 87.31	\$ 87.54	\$ 91.04
BOF	6 cubic yards	\$ 92.09	\$ 3.68	\$ 93.96	\$ 97.64	\$ 97.87	\$ 101.79
Extra pick up fee - non-service day (This applies to all commodities)							
BOF	35 gallon (includes garbage and recycle)	\$ 37.86	\$ 1.51	\$ 39.04	\$ 40.55	\$ 40.70	\$ 42.33
BOF	64 gallon (includes garbage and recycle)	\$ 37.86	\$ 1.51	\$ 39.33	\$ 40.84	\$ 41.02	\$ 42.66
BOF	96 gallon (includes garbage and recycle)	\$ 37.86	\$ 1.51	\$ 39.73	\$ 41.24	\$ 41.47	\$ 43.13
BOF	1 cubic yard	\$ 81.12	\$ 3.24	\$ 82.99	\$ 86.23	\$ 86.47	\$ 89.93
BOF	1.5 cubic yards	\$ 81.12	\$ 3.24	\$ 82.99	\$ 86.23	\$ 86.47	\$ 89.93
BOF	2 cubic yards	\$ 81.12	\$ 3.24	\$ 82.99	\$ 86.23	\$ 86.47	\$ 89.93
BOF	3 cubic yards	\$ 81.12	\$ 3.24	\$ 82.99	\$ 86.23	\$ 86.47	\$ 89.93
BOF	4 cubic yards	\$ 81.12	\$ 3.24	\$ 82.99	\$ 86.23	\$ 86.47	\$ 89.93
BOF	5 cubic yards	\$ 81.12	\$ 3.24	\$ 82.99	\$ 86.23	\$ 86.47	\$ 89.93
BOF	6 cubic yards	\$ 81.12	\$ 3.24	\$ 82.99	\$ 86.23	\$ 86.47	\$ 89.93
Commercial Compactor Bin (Commercial rate plus additional per cubic yard landfill cost)							
YC	1 cubic yard	\$ 59.64	\$ 2.39	\$ 69.70	\$ 72.09	\$ 73.34	\$ 76.27
YC1.5	1.5 cubic yards	\$ 89.46	\$ 3.58	\$ 104.55	\$ 108.13	\$ 110.00	\$ 114.41
YC2	2 cubic yards	\$ 119.28	\$ 4.77	\$ 139.40	\$ 144.17	\$ 146.67	\$ 152.54
YC3	3 cubic yards	\$ 178.92	\$ 7.16	\$ 209.10	\$ 216.26	\$ 220.01	\$ 228.81
YC4	4 cubic yards	\$ 238.56	\$ 9.54	\$ 278.80	\$ 288.34	\$ 293.35	\$ 305.08
YC5	5 cubic yards	\$ 298.20	\$ 11.93	\$ 348.50	\$ 360.43	\$ 366.68	\$ 381.35
YC6	6 cubic yards	\$ 357.84	\$ 14.31	\$ 418.20	\$ 432.51	\$ 440.02	\$ 457.62
Scheduled Multi-Family Bin/One Collection per Week							
Y\$	1 cubic yard	\$ 54.96	\$ 2.20	\$ 58.47	\$ 60.67	\$ 61.11	\$ 63.56
Y\$	1.5 cubic yards	\$ 82.44	\$ 3.30	\$ 87.71	\$ 91.01	\$ 91.67	\$ 95.34

Attachment 3:

		Approved Rates (Resolution 17-43) June 14, 2017					
		Current WM Rate (WM Pay)	2020/21 WM Rate (4% Inc)	July 2019 Current Rate	July 2020 Proposed Rate	July 2020 Approved Rate	July 2021 Approved Rate
Y\$	2 cubic yards	\$ 109.92	\$ 4.40	\$ 116.94	\$ 121.34	\$ 122.23	\$ 127.12
Y\$	3 cubic yards	\$ 164.88	\$ 6.60	\$ 175.41	\$ 182.01	\$ 183.34	\$ 190.68
Y\$	4 cubic yards	\$ 219.84	\$ 8.79	\$ 233.88	\$ 242.67	\$ 244.46	\$ 254.23
Y\$	5 cubic yards	\$ 274.80	\$ 10.99	\$ 292.35	\$ 303.34	\$ 305.57	\$ 317.79
Y\$	6 cubic yards	\$ 329.76	\$ 13.19	\$ 350.82	\$ 364.01	\$ 366.68	\$ 381.35
Delivery/Exchange Fee (per delivery/exchange)							
Cart service (over one per year)							
Temporary Dumpster service							
Special Fees / Ancillary Services							
BOF	Temp Bin Delivery Fee	\$ 48.67	\$ 1.95	\$ 48.67	\$ 50.62	\$ 50.62	\$ 52.64
BOF	Commercial overflow fee per occurrence after two warnings	\$ 59.49	\$ 2.38	\$ 59.49	\$ 61.87	\$ 61.87	\$ 64.34
LKP	Monthly lock service charge (per bin per month)	\$ 6.40	\$ 0.26	\$ 6.40	\$ 6.66	\$ 6.65	\$ 6.91
BOF	Cart, bin exchange/painting/repair fee	\$ 27.04	\$ 1.08	\$ 27.04	\$ 28.12	\$ 28.12	\$ 29.25
BOF	Cart/Bin re-delivery fee	\$ 27.04	\$ 1.08	\$ 27.04	\$ 28.12	\$ 28.12	\$ 29.25
BOF	Cart Replacement	\$ 70.30	\$ 2.81	\$ 70.30	\$ 73.11	\$ 73.12	\$ 76.04
BOF	Kitchen Pail replacement	\$ 16.22	\$ 0.65	\$ 16.22	\$ 16.87	\$ 16.87	\$ 17.55
BOF	Contamination Fee Commercial (after two warnings, fee applies to 3rd a	\$ 54.08	\$ 2.16	\$ 54.08	\$ 56.24	\$ 56.24	\$ 58.49
BOF	Contamination Fee Residential (after two warnings, fee appliestō 3rd a	\$ 16.22	\$ 0.65	\$ 16.22	\$ 16.87	\$ 16.87	\$ 17.55
STA	Hard to service	\$ 21.63	\$ 0.87	\$ 21.63	\$ 22.50	\$ 22.50	\$ 23.40
ROF	Push out fee 10'-20' feet per bin per service/per month	\$ 2.16	\$ 0.09	\$ 2.16	\$ 2.25	\$ 2.25	\$ 2.34
ROS	Push out fee 21' or more feet per bin per service/per month	\$ 4.33	\$ 0.17	\$ 4.33	\$ 4.50	\$ 4.50	\$ 4.68
RPC	Backyard/Side yard service (per month)	\$ 21.63	\$ 0.87	\$ 21.63	\$ 22.50	\$ 22.50	\$ 23.40
	Disabled/Elderly						
BOF	Additional Bulky Waste Collection Service	\$ 48.67	\$ 1.95	\$ 48.67	\$ 50.62	\$ 50.62	\$ 52.64
BOF	Additional HHW pick up	\$ 129.79	\$ 5.19	\$ 129.79	\$ 134.98	\$ 134.98	\$ 140.38

MEETING DATE: June 17, 2020

ITEM # 4

SUBJECT:

**CONSIDERATION OF RESOLUTION 20-63 APPROVING A BUDGET APPROPRIATION
AND AWARD OF CONTRACT WITH CARAHSOFT FOR ELECTRONIC SIGNATURE
SOFTWARE**

INITIATED OR REQUESTED BY:

Council Staff

 Other

REPORT COORDINATED OR PREPARED BY:

Robert Miller, IT Manager
Administrative Services Department

ATTACHMENT Yes No Information Direction Action

OBJECTIVE

The purpose of this report is to request Council approval to procure DocuSign electronic signature software from Carahsoft to facilitate remote work during the COVID crisis and create efficiencies for ongoing City operations.

RECOMMENDED ACTION

Staff respectfully recommends that the Council:

1. Approve Resolution 20-63, which authorizes a budget appropriation of \$118,859 from the General Support Services Fund (104) for the first-year cost of the proposed software; and
2. Authorize the City Manager or his designee to take any actions necessary to purchase a one-year subscription to the DocuSign software from Carahsoft.

BACKGROUND

Like other organizations that value transparency and accountability, the City of West Sacramento relies on written documents to effectuate its work. Every year, the City produces untold thousands of letters, reports, purchase orders, contracts, and other documents. Many of these documents require a signature in order to be valid. Contracts by their nature require signatures in order to memorialize the approval of the respective parties. Many internal documents such as personnel reviews, personnel status change forms, purchase orders, and contracts require signatures in order to verify that the subject document has been reviewed and approved by the appropriate person.

While the signature is a time-honored way to authenticate documents, the need to manually sign paper documents impacts virtually every city bureaucratic process. Any approval process involving one of these documents can only move as fast as administrative staff can procure signatures from all of the relevant signatories. For example, contracts with signature lines for the Mayor, the City Clerk, and the City Attorney are almost always routed to each individual so they can sign the document by hand. Similarly, many internal documents, such as personnel reviews, status change forms, and purchasing documents, currently require a handwritten signature at multiple levels as the document works its way through the approval process. As a result multiple workarounds have been developed to expedite the manual signature process, including presenting the Mayor and City Attorney with stacks of documents to sign on Council meeting nights and other occasions when they will predictably be present at City Hall. Waiting for these occasions to finalize documents can introduce days of unnecessary delay into the document execution process.

The California Uniform Electronic Transactions Act (Civil Code Section 1633.1-1633.17) allows for electronic signatures in many circumstances. However, the City has continued to utilize wet signatures in most instances, because low- or no-cost e-signature options have serious security drawbacks, and historically, the efficiency improvements to be gained from a move to more robust electronic signature platforms did not appear to justify the expense of the necessary software and the need to re-engineer multiple processes.

The COVID-19 crisis fundamentally alters this calculus. The need to obtain multiple wet signatures on a physical piece of paper is logistically impractical under the remote working environment as a result of the public health orders. While staff has occasionally used workarounds, including simply dropping images of signatures into documents, this approach is ill-advised on an ongoing basis. In the current and foreseeable business environment, the expense necessary to procure a state-of-the-art secure electronic signature package now appears to justify the cost. As a result, some staff, including the Purchasing Manager and Administrative Assistant who deal with procurement and contracts across all City departments have both taken advantage of a

free month of DocuSign during the stay at home orders to ensure continued routing of important documents for approval in order to continue essential business.

This report requests Council authority to procure a one-year subscription to DocuSign, the leading provider of electronic signature software, along with a budget appropriation to fund that contract.

ANALYSIS

Based on multiple conversations with staff across City departments, along with IT staff's experience from other software procurements, the IT Division developed the following key criteria for this selection process:

- **Ease of Use**
- **Market Acceptance** (reduces external compatibility issues)
- **Compliance with State Regulations for Digital/Electronic Signature Systems**
- **Compatibility with Existing City Systems** (reduces internal integration issues)
- **Value** (price relative to benefits to the City)
- **Service/Support**

As part of the research that led to this report, staff reviewed a variety of electronic signature products. Staff's assessment of each is summarized below:

Product Name/Company	Comment
DocuSign	DocuSign is the industry leader, with over 200 million users worldwide. The product is extremely easy to use, compatible with all relevant City software platforms, and offers 24/7 customer support. This product maximizes all categories.
Adobe Sign	Adobe Sign has the benefit of seamless integration with other Adobe products, but is less well accepted in the marketplace. Adobe Signs mobile platform and web experiences are not as accessible or as user friendly as DocuSign.
HelloSign	HelloSign and DocuSign produce legally binding electronic signatures, but HelloSign's lack of integrations with City enterprise systems and document templating features, puts it behind DocuSign.
SignNow	While SignNow provides a dashboard view and has an open API, it relies on a client for mobile signatures and falls short with existing integrations for City owned enterprise applications.

As described above, many of the products in the marketplace could meet some of the City's needs, but not others. Of all the software considered, DocuSign was the clear choice. With over 200 million users, DocuSign is the industry standard in electronic signature software. DocuSign complies with applicable federal standards, including the Electronic Signatures in Global and National Commerce (ESIGN) Act and Uniform Electronic Transmission Act (UETA). DocuSign is the only signing authority to receive FedRAMP moderate certification. Every document generates a trail of documentation that memorializes the signing process. Additional information about DocuSign is included as Attachment 2.

While staff's original research was intended to be precursory to a formal solicitation process, based on the City's urgent need during the COVID-19 recovery effort and DocuSign's ability to meet all of the City's stated needs, staff is recommending a sole source procurement. Following the term of the proposed agreement, staff will re-assess market conditions and recommend a competitive selection process for electronic signature services if another product is more competitive with DocuSign at that time.

Purchase Terms

The annual price for DocuSign is \$109,360 (see Attachment 3). The purchase includes unlimited envelopes, unlimited user licenses, 24/7 customer support, and access to a variety of online training materials to help staff make the most of the product. In the first year, there is an additional cost of \$9,500 for 40 hours of dedicated training for up to four staff members. The total cost for FY 2021 is \$118,860. The DocuSign subscription will need to be renewed annually.

Environmental Considerations

N/A

Commission Recommendation

N/A

Strategic Plan Integration

The recommended action supports the Council's Mission Statement goal of Providing Quality Municipal Services.

Alternatives

The Council's primary alternatives are summarized below:

1. Approve Resolution 20-63 which authorizes a budget appropriation of \$118,860 from Fund 104 for the proposed software and take any other actions necessary to procure a one-year subscription to DocuSign from Carahsoft;
2. Approve Resolution 20-63 and the requested procurement authority subject to specific changes directed by the Council;
3. Direct that staff return at a future date with a revised recommendation; or
4. Decline to approve the recommended action and direct staff not to return with revised documents.

Alternative 1 is staff's recommendation. Staff is prepared to implement Alternatives 2 or 3 at the Council's direction, with the caveat that there is an urgency to putting an improved e-signature capability in staff's hands, so an extended delay in doing so will have negative implications for organizational efficiency. Staff does not recommend Alternative 4, because the COVID-19 crisis has made manual signatures substantially more difficult, and current electronic alternatives have serious security and other drawbacks.

Coordination and Review

This report was prepared by the IT Division in coordination with the City Manager's Office.

Budget/Cost Impact

To fund the recommended procurement, staff is requesting an appropriation from Fund 104 (General Support Services) that will be allocated to City cost centers depending upon usage. While the program has been piloted by a few staff over the past month, it is unknown yet how many departments will utilize this software and how many annual "envelopes" will be necessary. The proposed unlimited use one-year term will allow staff to pilot this software across all departments to determine an accurate annual usage and the resulting annual anticipated cost to be borne by the cost centers actually using the software going forward.

ATTACHMENTS

1. Resolution 20-63
2. DocuSign Features
3. Carahsoft Quote

RESOLUTION 20-63

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO APPROVING AN APPROPRIATION OF \$118,860 FROM FUND 104 FOR THE FIRST YEAR OF A DOCUSIGN SUBSCRIPTION FOR FY 2020/21

WHEREAS, the City of West Sacramento relies on written documents to effectuate its work, including many documents that require signature in order to be valid; and

WHEREAS, with the COVID-19 pandemic and related public health orders, City staff as well as many vendors and consultants have been performing work remotely from their homes, resulting in a significant delay in executing essential documents with wet signatures; and

WHEREAS, the California Uniform Electronic Transactions Act (Civil Code Section 1633.1-1633.17) allows for electronic signatures in many circumstances; and

WHEREAS, in the current and foreseeable business environment, with continued social distancing required and remote work encouraged, an electronic signature platform is necessary to continue to operate and do so efficiently; and

WHEREAS, DocuSign has been utilized under a free or low cost trial by the a few positions in the City for HR forms, procurement forms and contracts over the past month, and has proved to be an invaluable tool, allowing for immediate execution of documents that would otherwise take up to a week or more to execute; and

WHEREAS, DocuSign is the industry leader, easy to use, compatible with all relevant City software platforms, and is compliant with State and Federal regulations for Digital/Electronic Signature Systems; and

WHEREAS, the cost for the first year of the DocuSign subscription and training is quoted at \$118,860, for which an appropriation and Council approval of the procurement are required; and

WHEREAS, staff is requesting an appropriation from the General Support Services fund (104). The actual cost will be allocated to City cost centers based on proportional usage; and

WHEREAS, the City Council has considered all information related to this matter, as presented at the public meetings of the City Council identified herein, including any supporting reports by City staff, and any other information provided during public meetings.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Sacramento as follows:

1. The City Council hereby approves amendments to the Fiscal Year 2020/21 budget as provided below:

SOURCES

\$118,860	104-9034-4990	General Support Services Transfer In
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USES

\$118,860	104-9034-5250	IT Division Costs
\$118,860	Various-5950	Allocation to cost centers*

** The amount allocated to cost centers will be based on usage. The transfer out budget in the various cost centers will be calculated and administratively posted by Finance Division staff based on allocation methodology once more data is available.*

2. The City Council hereby finds that the facts set forth in the recitals to this Resolution are true and correct and establish the factual basis for the City Council's adoption of this Resolution.
3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the West Sacramento City Council this 17th day of June, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Christopher L. Cabaldon, Mayor

Yashin Abbas, City Clerk

Send, Sign and Succeed with the World's #1 Electronic Signature Solution

Agreements are everywhere, from sales contracts and offer letters to account openings and invoices. Manual paper-based agreement processes reduce employee productivity, delay business outcomes and create legal and compliance risks. Paper-based signature processes that involve printing, scanning, faxing and re-keying data lead to \$36 in additional costs per agreement.¹ Organizations need a modern way to transact business that is completely digital, reliable and safe.

DocuSign eSignature is the fast and secure way to send, track and sign agreements anytime, anywhere, on a wide variety of devices.

As part of the DocuSign Agreement Cloud, eSignature connects with other DocuSign applications that accelerate your agreement processes before and after the signature.

Key capabilities

Accelerated agreements

By eliminating paper and manual steps, signature processes that used to take days can be completed in hours or minutes. Across the DocuSign eSignature customer base, 82% of agreements are completed in less than a day, 50% in less than 15 minutes.

Top-rated mobile app

In an increasing mobile world, DocuSign eSignature is the mobile leader. On both the Apple App Store and the Google Play Store, the DocuSign eSignature mobile app has an average of nearly 5 out of 5 stars. Responsive Signing functionality automatically adapts documents for mobile to the size and orientation of the signer's device. No more needing to pinch and zoom around a shrunken-down PDF.

Legal validity

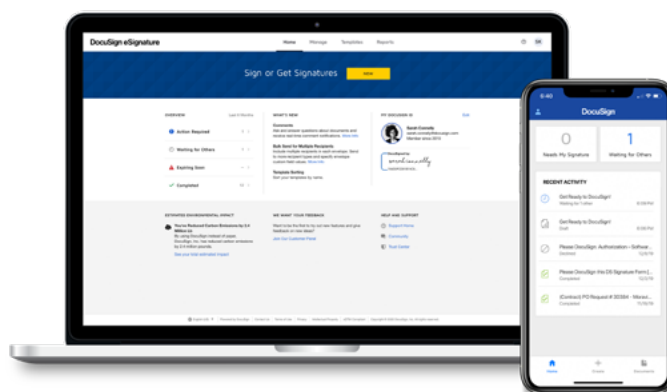
DocuSign eSignature is lawful in the United States, the European Union and most civil and common law jurisdictions for agreements. As a result, DocuSign eSignature is legally enforceable for most business or personal transactions around the world. Consult the [DocuSign eSignature Legality Guide](#) for country specific e-signature laws and requirements.

500,000+
customers

350+
pre-built integrations with
third-party applications

100s of millions
of signers annually

#1
ranking for e-signature apps
on app stores and Salesforce
AppExchange



Trusted by over 500,000 customers including:

10 of the top 15 global financial services companies

7 of the top 10 global technology companies

18 of the top 20 global pharmaceutical companies



Key capabilities (continued)

Global acceptance

Signers in 180 countries use DocuSign. The DocuSign signing experience supports 43 languages. Data residency is available across multiple geographic regions. Region-specific signature options include support for EU Advanced and Qualified Electronic Signatures, as well as eHanko stamps in Japan.

Verified identities and signatures

Choose from a [range of signer identification and authentication options](#) with DocuSign Identify, including email, SMS, phone or a question only the signer would know. DocuSign ID Verification allows you to verify personal identification documents like passports and other government-issued IDs online, via remote video or in-person. The DocuSign Identify platform is an open API framework that allows you to configure any custom identification process into the DocuSign eSignature workflow.

Automated signature workflows

Route documents to multiple signers in serial, parallel or mixed sequencing. Define data fields to capture information during the signature step. You can even let your signer generate an agreement on demand from a template you provide.

Advanced business logic

Define rules to conditionally route agreements using a drag-and-drop interface – for example, route to an extra approver if a contract's value is above a certain amount. To cover when people are away, designate a group of signers and allow anyone within the group to sign.

Streamlined payments

Make it easy for your customers to pay during the signing step without any custom code. You can even store payment information for future charges or recurring billing. DocuSign supports major payment gateways such as Stripe, Braintree and Authorize.net so that you can be up and running quickly.

Business integrations

Integrate and connect eSignature with the systems and tools you already use – for example, Salesforce, Workday, SAP, Oracle, Microsoft, Google, Box and hundreds more. In addition, award winning APIs let you further customize the signing experience, monitor signing events as they happen and integrate eSignature into your own web apps and bespoke backend systems.

Customized industry solutions

Solve agreement challenges specific to your industry with purpose-built solutions for real estate, mortgage, public sector, healthcare, life sciences and more. To ease the compliance burden on your organization, these solutions are designed to help you meet the objectives of industry-specific regulations such as FedRAMP, HIPAA, GLBA and 21 CFR Part 11.

Enterprise-grade management and security

Use DocuSign with your organization's SSO (single sign-on) infrastructure. Manage multiple DocuSign accounts across business units – including all users in those accounts – from an optional centralized administrative user interface.

Personalized experiences

Customize the experience for signers with capabilities such as collapsible sections, which can be used to collapse portions of agreements that are not critical for the signer. DocuSign also has accessibility features built into the application that conform to standards such as WCAG 2.0.

DocuSign has implemented rigorous policies, processes and training to meet or exceed some of the world's most stringent [privacy and security certifications](#).



Agreements are the foundation of business, and they are everywhere.

Sales

Sales contracts
 Quotes
 Proposals
 Order management
 Master service agreements
 Change orders

Human Resources

Offer letters
 Consent for reference checks
 W-4 and state tax forms
 I-9 forms
 Direct deposit forms
 PTO requests
 Required annual notices

Legal

NDA's
 Partnership agreements
 Statements of work
 Audit and inventory signoffs
 Board minutes
 Policy management and compliance

Procurement

Supplier agreements
 Risk waivers and exceptions
 Purchase requisitions and work orders
 Lease and land management
 Service agreements

Services

Account change
 Service orders
 Terms change
 Self-service requests
 Compliance
 New policy applications
 EFT authorization

Finance

Invoices
 Expenses
 Audit sign-off
 Inventory sign-off
 Consumer account opening
 Asset transfer/retirement

IT/Operations

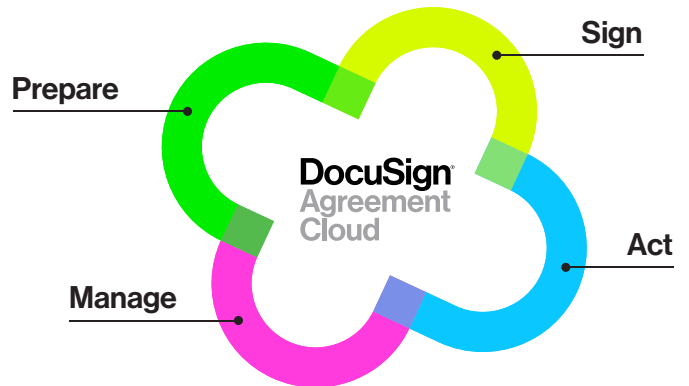
Asset tracking
 Change requests
 Requirements sign-off
 Access management
 Incident reporting
 Production change authorization

Facilities

Front desk sign-in
 Work orders
 Lease agreements
 Equipment loan agreements
 Building permits

Part of the DocuSign Agreement Cloud

DocuSign eSignature is part of the DocuSign Agreement Cloud, a suite of applications and integrations for the entire agreement process. With eSignature, you get an onramp to other DocuSign Agreement Cloud applications (sold separately) for preparing, acting on and managing agreements. Together, these applications enable you to modernize your system of agreement from end to end.



Notes

¹ Based on a 2014 Intellicap study, "Measuring the ROI Impact of DocuSign".

About DocuSign

DocuSign helps organizations connect and automate how they prepare, sign, act on, and manage agreements. As part of the DocuSign Agreement Cloud, DocuSign offers eSignature: the world's #1 way to sign electronically on practically any device, from almost anywhere, at any time. Today, more than 500,000 customers and hundreds of millions of users in over 180 countries use DocuSign to accelerate the process of doing business and to simplify people's lives.

DocuSign, Inc.
 221 Main Street, Suite 1550
 San Francisco, CA 94105

docusign.com

For more information
sales@docusign.com
 +1-877-720-2040

Government - Price Quotation

DocuSign Government at Carahsoft



11493 SUNSET HILLS ROAD | Suite 100 | Reston, Virginia 20190
 Phone (703) 871-8500 | Fax (703) 871-8505 | Toll Free (888) 662-2724
 www.carahsoft.com | sales@carahsoft.com



TO: Robert Miller
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 City of West Sacramento
 1110 W. Capitol Avenue
 3rd Floor
 West Sacramento, CA 95691 USA

FROM: Allison Mackin
 DocuSign Government at Carahsoft
 11493 Sunset Hills Road
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EMAIL: robertm@cityofwestsacramento.org

EMAIL: Allison.Mackin@carahsoft.com

PHONE: (916) 617-4517

PHONE: (703) 889-9819 **FAX:** (703) 871-8505

TERMS: FTIN: 52-2189693
 Shipping Point: FOB Destination
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Cage Code: 1P3C5
 DUNS No: 088365767
 Credit Cards: VISA/MasterCard/AMEX
 Sales Tax May Apply

QUOTE NO: 21594695
QUOTE DATE: 04/02/2020
QUOTE EXPIRES: 06/30/2020
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$118,859.35

TOTAL QUOTE: \$118,859.35

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE	QTY	EXTENDED PRICE
1	APT-0045	DocuSign Platform Edition (FedRAMP Moderate) 92.41% Discount off MSRP - Unlimited Envelopes - Unlimited Users - Unlimited API Integrations - Unlimited Templates - Internal and Constituent facing documents - Support your senders and signers - SMS Text Authentication DocuSign, Inc. Start Date: 06/30/2020 End Date: 06/29/2021	\$1,000,000.0000	\$92,651.6700 OM	1	\$92,651.67
2	APT-0148	Enterprise Premier Support DocuSign, Inc. Start Date: 06/30/2020 End Date: 06/29/2021		\$16,707.68 OM	1	\$16,707.68
3	APT-0068	Fast Start Web Console DocuSign, Inc. Start Date: 06/30/2020 End Date: 06/29/2021		\$9,500.00 OM	1	\$9,500.00
SUBTOTAL:						\$118,859.35

TOTAL PRICE: \$118,859.35

TOTAL QUOTE: \$118,859.35



Government - Price Quotation

DocuSign Government at Carahsoft



11493 SUNSET HILLS ROAD | Suite 100 | Reston, Virginia 20190
Phone (703) 871-8500 | Fax (703) 871-8505 | Toll Free (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE	QTY	EXTENDED PRICE
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PLEASE INCLUDE ON PO TO AVOID TAX FEES:

"All Products Purchased under this agreement are available via Electronic Distribution only. No tangible media or documentation will be available or shipped under this agreement. Access to the products purchased under this agreement is in no way dependent upon any tangible media that may have been received prior to, or separately from, this agreement.

To support the California sales and use tax exempt status of electronically downloaded software allowed under California regulation 1502 (F) (1) (D), vendor invoices for all purchases made under this agreement must accurately state that software distribution is solely via electronic download and that no tangible media or documentation will be shipped to or received by our agency."

MEETING DATE: June 17, 2020

ITEM # 5

SUBJECT:

CONSIDERATION OF A PROFESSIONAL SERVICES CONTRACT WITH ICF JONES & STOKES, INC. TO PREPARE ENVIRONMENTAL DOCUMENTATION AND PRELIMINARY ENGINEERING FOR THE I STREET BRIDGE DECK CONVERSION FOR ACTIVE TRANSPORTATION PROJECT (CIP 14028)

INITIATED OR REQUESTED BY:

Council Staff
 Other

REPORT COORDINATED OR PREPARED BY:

Jason McCoy, Supervising Transportation Planner
Capital Projects and Transportation Department

ATTACHMENT Yes No Information Direction Action

OBJECTIVE

The objective of this report is to obtain approval of a Single/Sole-Source Professional Services Contract with ICF Jones & Stokes, Inc. (ICF) to prepare state and federal environmental documentation, preliminary engineering and related services, as required by the California Department of Transportation to complete the project approval and environmental Document phase of the I Street Bridge Deck Conversion for Active Transportation (Deck Conversion) Project.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council:

- 1) Approve the Professional Services Contract with ICF in the amount of \$346,817.67 to prepare state and federal environmental documentation, preliminary engineering and related services for the I Street Bridge Deck Conversion for Active Transportation (Deck Conversion) Project;
- 2) Authorize the City Manager to execute contract amendments up to 10% (\$34,681.77) of the value of the contract, where required; and
- 3) Authorize City staff to pursue grant funding for future final design, right-of-way, and construction of the I Street Bridge Deck Conversion for Active Transportation Project through the State/Regional Active Transportation Program (ATP) Cycle 5, and 2020 SACOG Regional Program.

BACKGROUND

The Cities of West Sacramento and Sacramento (Cities) partnered to complete the Sacramento River Crossings Alternatives Study in 2011, which identified the purpose and need for new bridge crossings over the Sacramento River. In May 2013, Caltrans authorized federal funds for the cities to begin preliminary engineering and permitting for the I Street Bridge Replacement (Replacement Bridge) Project. The Replacement Bridge, located upstream of the historic I Street Bridge, will connect Railyards Boulevard in Sacramento with C Street in West Sacramento. The Preliminary Engineering and Environmental Document (PA&ED) phase of the Replacement Bridge is almost complete. On June 25, 2019, the City of Sacramento approved the Final Environmental Impact Report/Environmental Assessment (EIR/EA) for the project, and on August 7, 2019, the West Sacramento City Council adopted Resolution 19-77 approving the EIR/EA and the preliminary plans for the Replacement Bridge. Following that approval, the Bridge Design Selection Panel consisting of City Council representatives from both cities, together with Congresswoman Doris Matsui selected a contemporary architectural bridge design ("The Spring") and unveiled the proposed vertical lift network tied arch bridge design (the first of its kind in the world) to the public on February 21, 2020, after a year-long design competition and robust community participation process. The Replacement Bridge will provide greatly improved mobility for transit, bicyclists, motorists, pedestrians, and future light rail, and will promote new development in the Washington District and the Railyards in Sacramento.

The existing I Street Bridge serves as an important link between West Sacramento's Historic Washington District and Waterfront, the CalSTRS and Ziggurat buildings, and Sacramento's Sacramento Valley Station, Old Sacramento, and Downtown. Currently, the existing double-deck I Street Bridge is a listed historic structure that carries two vehicular lanes (one in each direction) on an upper deck. It also carries heavy rail and Amtrak passengers over two active railroad tracks on the lower deck. The main bridge structure is comprised of two fixed spans of 170-feet, two cantilevered 195-foot swing spans and another 110-foot long span. The total structure length of 840 feet including the 5-foot wide sidewalks on each side and 18-foot travel way width with no shoulders or bicycle lanes. The historic bridge is owned by the Union Pacific Railroad (Union Pacific), and West Sacramento and Sacramento have easement rights to the upper deck for public highway purposes. As a

part of the Replacement Bridge Project, the existing roadway approach ramps to the I Street Bridge from I Street and Jibboom Street in Sacramento and from C Street in West Sacramento are to be demolished. These approaches are owned and maintained by each City respectively.

The Deck Conversion Project was first conceptualized in January 2015 when West Sacramento's Transportation Planners began exploring the possibility of converting the historic bridge's upper-deck to serve as a pedestrian and bicycle facility, after the vehicular approach ramps are removed by the Replacement Bridge Project. A dialogue was initiated in early February 2015 with City of Sacramento Public Works staff to seek support in developing a feasibility study to analyze existing conditions, explore potential ramp designs, research legal and environmental constraints, and report on the overall feasibility of maintaining the historic vested use of the upper-deck for non-motorized transportation. With expressed support from Sacramento staff, West Sacramento submitted a grant application to Caltrans District 3 on December 15, 2015, requesting funding through the Caltrans Sustainable Transportation Planning Grant Program.

In June 2016, the Cities were awarded funding in the amount of \$199,193. The Cities provided a total of \$25,800 in matching funds, divided equally between each city. On July 26, 2016, following a competitive solicitation, the City of West Sacramento entered into an Agreement with consulting firm WSP, Inc. in the amount of \$225,000 to complete the Feasibility Study. The Feasibility Study scope of work provided for a thorough evaluation of requirements to retain active transportation uses on the upper deck and development of alternatives for new approach ramp connections in both Sacramento and West Sacramento. New bicycle and pedestrian access improvements to the elevated structure were proposed via a combination of ADA compliant ramps, and stairways with bike rails.

Given the potential for the Deck Conversion Project to become an iconic place-making amenity for the region, the City Council directed that an Ad-Hoc Committee be formed to advise on: 1) developing a potential role for the private sector in realizing and/or maintaining the Deck Conversion Project improvements; 2) private fundraising potential; and 3) community expectations and objectives. The Ad Hoc Committee was formed with two members appointed by each City Council. The Ad Hoc committee met in November 2017 and August 23, 2018, and provided feedback and direction on funding, hardscape and landscape treatments for the approaches and bridge deck design. This included circulation, gathering spaces, overlooks, seating opportunities, interpretive education opportunities, and landscaping.

The Feasibility Study for the Deck Conversion was completed by WSP in March 2019 and is available for review on the [City of Sacramento website](#), and a physical hard copy is available for review at the City of West Sacramento Economic Development and Housing Department and the Capital Projects and Transportation Department.

The Feasibility Study included a field condition assessment identifying deficiencies and safety concerns that need to be addressed to meet current design standards for pedestrian and bicycle use. Reconnaissance was limited to reviewing and quantifying reported conditions identified in the most recent Caltrans Bridge Inspection Report. The data gathered from this assessment included photos, location, detailed measurements where feasible, description of possible repairs and repair type, and preliminary quantity projections. On the approaches, the reconnaissance was limited to reviewing feasibility of implementing partial demolition of the existing approaches. This data was then utilized to make recommendations regarding repairs, safety improvements, and connections to access ramps.

To begin preliminary engineering for the Deck Conversion Project's selected design concept, and the related environmental analysis, staff is recommending the approval of a sole source professional services contract with ICF. This scope of work will also include coordination with Union Pacific on design of the new ramps, coordination with the Ad-Hoc Design Committee to keep them informed on the project and to seek design input, and environmental documentation consistent with state and federal requirements. The sole source justification for the procurement of this contract considers the fact that the Deck Conversion Project footprint lies almost entirely within the Area of Potential Effect (APE) of the I Street Bridge Replacement EIR/EA, resulting in most of the Deck Conversion environmental analysis having already been completed by ICF through the Bridge Replacement Project. The City of Sacramento is also the lead agency for the Bridge Replacement Project whereas West Sacramento is the Lead Agency for the Deck Conversion Project; therefore staff has recommended contracting directly with ICF to complete the Deck Conversion PA&ED under West Sacramento's management.

Pursuing Grant Funding and Cooperative Agreements with the City of Sacramento

Depending on funding availability, project improvements described in the Feasibility Study could be phased; however, at a minimum the initial phase would likely need to provide one ADA compliant ramp access at each

end of the bridge and make safety corrections and repairs to the main structure identified by Union Pacific and the California Public Utilities Commission (CPUC) as a condition of the changed use. The change of use approval and safety corrections must be completed as part of the I Street Bridge Replacement Project prior to removal of the approach ramps. Sacramento and West Sacramento intend to draft and execute cooperative agreements to enter into Final Design and Right of Way phases for the Bridge Replacement Project, as well as the Final Design, Right of Way, and Construction of the Deck Conversion Project. A Memorandum of Understanding (MOU) will also be developed to clearly identify the long-term responsibilities of both cities in support of the Deck Conversion Project.

City staff (with City Council approval) will pursue ATP-Cycle 5 grant funding and SACOG Regional Program funding to advance final design, right-of-way, and construction. With approval of this Professional Services Contract, it is expected that the Deck Conversion project will secure environmental approvals by mid-2021, allowing the project to be very competitive for grant funding. If full grant funding is received, the Deck Conversion project, including the new approach ramps and deck improvements can be fully designed and approved for construction in time for the Replacement Bridge Project's timed ramp demolition scheduled to take place in 2026.

The cost of final engineering, right-of-way, and construction to complete the Deck Conversion Project following the concept selected in the Feasibility Study is estimated at \$15 million. However, these costs may be reduced, or increase based on design direction from the City Councils of both cities. The ATP program does not require local matching funds; however, projects may include non-ATP and local funding commitments to increase the competitiveness of the grant application. If local funds are not committed, the 11.47% federal match will be programmed with the use of Toll Credits. Regional Program projects must include a minimum of 11.47% match in non-federal funds towards total project cost.

On June 25, 2019, the City of Sacramento adopted Resolution No. 2019-0278 accepting the Deck Conversion Feasibility Study, confirming their position as a partner for pursuing grant funding, and delegating authority to the City Manager to establish a cooperative agreement between the Cities for the project. For this contract before the City Council, the City of Sacramento has not committed to providing funding to complete preliminary engineering or environmental documentation at this time. Staff continue working with the City of Sacramento's staff and management on an agreement to jointly pursue the project concurrently with the Bridge Replacement Project. Following a coordination meeting on June 5, 2020, City staff anticipate bringing a Cooperative Agreement and MOU with the City of Sacramento to the West Sacramento City Council in July or August. At this time, West Sacramento staff expects some funding will be allocated by the City of Sacramento toward this phase of the project, including funding commitments to prepare a Benefit-Cost Analysis (BCA) as directed by the Sacramento City Council for the project. The anticipated local match for the estimated \$15 million Deck Conversion Project is \$1,720,500.00. Staff expects that this local match would be divided equally between the two partnering cities for a total anticipated match of \$860,250.00 from each city.

ANALYSIS

As presented to the City Council on September 5, 2018, the Cities' easement rights to the upper deck of the historic bridge terminate immediately once the Cities cease use of the upper deck; therefore, the Cities must ensure that Deck Conversion improvements proceed in parallel with construction of the Replacement Bridge. In 1981, the State of California relinquished the upper deck of the bridge to Yolo County and the City of Sacramento, respectively, which was memorialized in a March 1981 untitled agreement (1981 Agreement) between Southern Pacific's successor, Southern Pacific Transportation Company, the State, Yolo County, and the City of Sacramento. The 1981 Agreement states that if the upper deck of the I Street Bridge ceases to be used as a public highway for any reason, it shall revert to the railroad as stated in the original 1910 Agreement and the obligations and rights of the City of Sacramento and County of Yolo shall cease (West Sacramento is the successor to Yolo County). Highway use, as currently defined includes bicycle and pedestrian use. Therefore, a bicycle and pedestrian crossing would serve to maintain the upper deck use as defined by these agreements.

Regulatory and Railroad Approvals

The Cities will need a form of approval in order for the Replacement Project to remove approach ramps to the historic bridge, and the design of proposed new ramp improvements will also require approval from the CPUC and Union Pacific. In addition, the new West Sacramento approaches will require a Central Valley Flood Protection Board encroachment permit for one or more footings to support new ramps. The CPUC will consider the new approach ramps and elimination of vehicles as an alteration of an existing rail crossing, as confirmed by the CPUC throughout the preparation of the Deck Conversion Feasibility Study, and again by conference call with CPUC representatives on May 29, 2020. Authority to modify an existing public rail crossing is typically granted through the General Order (GO) 88-B authorization process which results in an authorization from the

Rail Crossings and Engineering Branch and does not require a formal CPUC hearing, provided Union Pacific does not oppose it.

The Project Team met with Union Pacific representatives, including Kevin Yoder, Union Pacific Senior Project Engineer for Industry and Public Projects for this region, while developing the Deck Conversion Feasibility Study to review the repairs and corrections identified, clarify the process to complete the repairs and corrections, and modify the airspace permission. The Feasibility Study adequately anticipates the conditions that Union Pacific and the CPUC will expect the I Street Bridge Replacement Project to meet in order to obtain permissions required through GO-88-B for the change of use (removal of motor vehicles and existing approach ramps) and the Deck Conversion Project for the design and construction of new bicycle/pedestrian ramps. These may include:

- flashing lights and audio for opening of the swing section
- cameras for the operator
- monitoring system for weight limits
- engineered guard rail system
- protections against trespassing on Union Pacific property

The total estimated construction cost (Attachment 2) to address deficiencies and safety modifications to the existing historic bridge structure is identified in the Existing Conditions Report of the Deck Conversion Feasibility Study. The cost summary is estimated to be \$3.42 million (excludes costs for construction of new ramps). However, that total cost is all-inclusive, and it is anticipated that only a fraction of those improvements identified will be needed to secure CPUC and Union Pacific approval for the change of use. Required improvements will be clarified by Union Pacific through future coordination under a Preliminary Engineering Agreement. Costs associated with obtaining change of use approval by CPUC are associated with the Bridge Replacement Project, not the Deck Conversion Project, and are not a part of this Professional Services Contract.

Union Pacific advised the Cities that if repairs and improvements comply with 2016 grade separation guidelines, approval could be granted at the local level. Additionally, the Cities were encouraged to enter into a Preliminary Engineering Agreement with Union Pacific, as early as possible, to initiate diagnostic meetings with Union Pacific to advance both the Replacement Project and the Deck Conversion. The City of West Sacramento initiated this process by submitting the required engineering agreement and support documentation on April 17, 2020. The City of West Sacramento received the executed Preliminary Engineering Agreement on June 3, 2020, to initiate coordination with the railroad.

Approach Alternatives

The Deck Conversion Project proposes to save a portion of each City owned approach structure on each end of the existing I Street Bridge, to preserve raised platforms that new stairways and pedestrian ramps can attach to, spanning over the active railroad tracks. The ramp and access alternatives were developed to stay outside of railroad right of way, except for the need to relocate a Union Pacific aerial easement on the West Sacramento side. This design strategy avoids any interference with rail facilities, minimizes and simplifies railroad and CPUC permitting, and proposed ramps in Sacramento can be constructed entirely outside rail right of way (no new or modified air space permissions). Approach options are graphically depicted in Attachment 3, the Alternatives Development chapter of the Deck Conversion Feasibility Study, including the design concept selected to move forward for environmental review and engineering.

Environmental Considerations

This project will require preparation of state and federal environmental documentation in compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). Environmental documentation will be made available to the City Council and the public for review, comment, and modification over the course of their preparation in compliance with state and federal law. Approval of this Professional Services Contract is not a project that is subject to CEQA because it is not an activity that may cause either a direct or reasonably foreseeable indirect physical change in the environment. (Pub. Resources Code, § 21065; CEQA Guidelines §§ 15060(c), 15378(a)). CEQA Guidelines Section 15378 (b)(4) further provides that: "A project does not include the creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment."

Commission Recommendation

Execution of this contract will allow for the completion of environmental documentation and preliminary engineering work for the I Street Bridge Deck Conversion for Active Transportation Project. A full presentation on the Deck Conversion project was brought to the Transportation, Mobility and Infrastructure Commission on

July 10, 2018, and subsequent staff updates on the status of the project have been offered to the Commission over the last two years. The Commission will continue to be involved in design development and environmental review should this contract be approved by the City Council.

Strategic Plan Integration

Development of this project is associated with the adopted Strategic Plan goal “Alive Riverfront and Downtown.” The project was identified as a “Top Priority” item in the 2019 and 2020 Strategic Plan.

Alternatives

The City Council alternatives include:

- 1) Approve the recommended action; or
- 2) Make modifications to the recommended action; or
- 3) Choose to not hear or delay action on the recommended action.

Coordination and Review

This report was prepared in coordination with staff from the Capital Projects and Transportation Department, Economic Development and Housing Department, and Administrative Services Department. ICF had requested minor amendments to the City’s standard Professional Services Contract. These proposed changes have been reviewed by the City Attorney’s Office and the attached contract has been approved for Council consideration.

Budget/Cost Impact

Funding for the I Street Bridge Deck Conversion for Active Transportation Project (CIP 14028) was approved in the Capital Improvement Plan by the City Council on September 18, 2019. Funding for the project is provided through Measure G (\$750,000), Caltrans grant funds (\$212,192), and a local contribution from the City of Sacramento (\$13,000) representing half of the required local match for the Caltrans grant to complete the feasibility study. There is currently \$718,047 remaining in the budget for this project. The scope of work for this consultant contract includes a budget of \$346,817.67 to complete environmental documentation and preliminary engineering and a contingency up to \$34,681.77 for additional services, where required. The remaining budget in CIP 14028 has been identified for staff time, as required. The Single/Sole Source Justification Form has been submitted to the Administrative Services Department and approved by the Administrative Services Director for this contract execution.

ATTACHMENT(S)

- 1) Professional Services Contract with ICF Jones & Stokes, Inc.
- 2) I Street Bridge Deck Conversion for Active Transportation Feasibility Study: Existing Condition Report Cost Estimate
- 3) I Street Bridge Deck Conversion for Active Transportation Feasibility Study: Alternatives Development

CONTRACT FOR SERVICES

THIS CONTRACT is made on **June 17, 2020** by and between the CITY OF WEST SACRAMENTO ("City"), and ICF Jones & Stokes, Inc. ("Consultant").

WITNESSETH:

WHEREAS, the City is undertaking the I Street Bridge Deck Conversion for Active Transportation Project ("Project"); and

WHEREAS, the Project is substantially located within the Area of Potential Effect of the I Street Bridge Replacement Project Environmental Assessment/Environmental Impact Report (EA/EIR) prepared by the Consultant; and

WHEREAS, the City requires professional services to complete environmental documentation, preliminary engineering and related services to complete the Project Approval and Environmental Document (PA&ED) phase as required by the California Department of Transportation ("Caltrans") of the Project; and

WHEREAS, the Consultant has presented a proposal for such services to the City, received May 19, 2020, (attached hereto as **Exhibit "A"**) and is duly licensed, qualified and experienced to perform those services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES:

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in **Exhibit "A"**. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

B. Consultant enters into this Contract as an independent contractor and not as an employee of the City. The Consultant shall have no power or authority by this Contract to bind the City in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. TERM OF CONTRACT

A. The services of Consultant are to commence upon execution of this Contract by the City, and shall be undertaken and completed in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as **Exhibit "B."**

B. Consultant's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 3.

C. The City Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for a period equal to the original term of this Contract in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

3. COMPENSATION:

A. The Consultant shall be paid monthly for all time and materials required and expended, but in no event shall total compensation exceed three hundred forty-six thousand, eight hundred seventeen dollars and sixty-seven cents (\$346,817.67), without City's prior written approval. Consultant's fees shall be as specified in the Schedule of Fees, which is attached hereto and incorporated herein as **Exhibit "C"**.

B. Said amount shall be paid upon submittal of a monthly billing showing completion of the tasks that month. Consultant shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. If Consultant's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant's failure to perform in conformity with the Schedule of Performance is a documented result of the City's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 5.

C. If the work is halted at the request of the City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 4.

4. TERMINATION:

A. This Contract may be terminated by either party, provided that the other party is given not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.

B. The City may temporarily suspend this Contract, at no additional cost to City, provided that the Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Consultant, and the City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the City from Consultant is determined.

D. In the event of termination, the Consultant shall be compensated as provided for in this Contract, except as provided in Section 4C. Upon termination, the City shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

6. EXTENSIONS OF TIME:

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 5.

7. PROPERTY OF CITY:

A. It is mutually agreed that all materials first prepared by the Consultant under this Contract shall become the property of the City, and the Consultant shall have no property right therein, whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the City which is in the Consultant's possession.

B. Additionally, it is agreed that the parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder (the "Work") to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the City. The reuse of any of the materials or documents described in Paragraph 7.A by the City on any other project without the written permission of the Consultant, shall be at the City's sole risk and the City agrees to defend, indemnify and hold harmless the Consultant from all claims, damages and expenses, including attorney's fees, arising out of such unauthorized reuse by the City or by others acting through the City. The Consultant is not responsible, and liability is waived by the City against the Consultant, for use by the City or any other person of any data, reports, plans or drawings not signed by the Consultant.

C. In addition to the rights granted under this Section 7., the Consultant may also provide Consultant Property. The term "Consultant Property" shall mean all pre-existing material, including, but not limited to, any products, software, materials and methodologies proprietary to Consultant or provided by Consultant or its suppliers and any derivative works, trade secrets, know-how, methodologies and processes related to Consultant's products or services, all of which shall remain the sole and exclusive property of Consultant or its suppliers. Subject to the terms of this Agreement, Consultant grants to City a non-exclusive, non-transferable, irrevocable license to use the Consultant Property contained in the deliverables provided hereunder for the purposes of this Agreement only.

8. COMPLIANCE WITH ALL LAWS:

A. Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. It shall be City's responsibility to obtain all rights of way and easements to enable Consultant to perform its services hereunder. Consultant shall assist City in providing the same. Consultant warrants to the City that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this Contract.

FOR WORK SUBJECT TO PREVAILING WAGES

B. The work contemplated under this Contract is a public work for the purposes of Labor Code section 1720, and is subject to the payment of prevailing wages. Accordingly, Consultant shall comply with the provisions of **Exhibit "E"**.

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Consultant, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards, and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

10. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Consultant shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

11. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City which will not be unreasonably withheld.

However, claims for money due or to become due to Consultant from the City under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

12. INTEREST IN CONTRACT:

Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Consultant in writing that Consultant's duties under this Contract warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

13. MATERIALS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order, in the event such materials were known by receiving party at the time of disclosure due to circumstances unrelated to this Agreement; in the event such materials were generally available to the public without breach of this Agreement or in the event such materials are disclosed with the prior written approval of the disclosing party.

14. LIABILITY OF CONSULTANT-NEGLIGENCE:

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

15. INDEMNITY AND LITIGATION COSTS:

Consultant shall protect, hold free and harmless, defend and indemnify the City, its consultants, and each of their officers, employees and agents, from any and all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees and expenses of litigation arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant, its employees or anyone else employed by the Consultant in the performance of professional design services under this agreement, to the extent of the Consultant's proportionate percentage of fault.

To the extent permitted by Civil Code section 2782.8, for all other claims unrelated to the provision of professional design services, the Consultant shall protect, hold free and harmless, defend and indemnify the City, its consultants, and each of their officers, employees and agents, from any

and all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees and expenses of litigation, which arise out of or are in any way connected with the Consultant's, or its subcontractors' or suppliers', performance under this agreement or failure to comply with any of the obligations contained in the agreement. This indemnity shall imply no reciprocal right of the Consultant in any action on the agreement pursuant to California Civil Code section 1717 or section 1717.5. To the fullest extent legally permissible this indemnity, defense and hold harmless agreement by the Consultant shall apply to any and all acts or omissions unrelated to the provision of professional design services, whether active or passive, on the part of the Consultant or its agents, employees, representatives, or subcontractor's agents, employees and representatives, resulting in claim or liability, irrespective of whether or not any acts or omissions of the parties to be indemnified hereunder may also have been a contributing factor to the liability, except such loss or damage which was caused by the active negligence, the sole negligence, or the willful misconduct of the City.

16. CONSULTANT TO PROVIDE INSURANCE:

A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract, the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish the City with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Contract. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant.

1. Worker's Compensation and Employer's Liability Insurance

a. Worker's Compensation - Insurance to protect the Consultant, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

b. Consultant shall provide a Waiver of Subrogation endorsement in favor of the City, its officers, officials, employees, agents and volunteers for losses arising from work performed by the Consultant.

2. Commercial General Liability Insurance

a. The insurance shall be provided on form CG0001, or its equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subcontractor's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **\$1,000,000.00** per occurrence and **\$2,000,000** general and products/completed operations aggregates.

b. The commercial general liability insurance shall also include the following:

i. Endorsement equivalent to CG 2010 0714 naming the City, its officers, officials, employees, agents, and volunteers as additional insureds. The endorsement shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

ii. Endorsement stating insurance provided to the City shall be primary as respects the City, its officers, officials, employees and any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

iii. Provision or endorsement stating that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3. Commercial Automobile Insurance

a. The insurance shall include, but shall not be limited to, coverage for claims for bodily injury or property damage for owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **\$1,000,000.00** per accident.

b. The commercial automobile insurance shall include the same endorsements required for the commercial general liability policy (see Section 16.B.2.b).

4. Professional Liability. The Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract and for five years thereafter, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than **\$1,000,000** per claim.

C. In addition to any other remedy the City may have, if Consultant fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage

as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

D. No policy required by this Contract shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Consultant has provided thirty (30) days prior written notice by certified mail, return receipt requested, to the City.

E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the City.

F. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

17. MISCELLANEOUS PROVISIONS:

A. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

B. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

C. Consultant shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant.

D. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City: City of West Sacramento
Capital Projects and Transportation Department
Attn: Jason McCoy, AICP
Supervising Transportation Planner
1110 West Capitol Avenue
West Sacramento, CA 95691

Consultant: ICF Jones & Stokes, Inc.
Attn: Trina L. Fisher Contracts
Administrator
980 9th Street, Suite 1200
Sacramento, CA 95814

F. This Contract shall be interpreted and governed by the laws of the State of California.

G. Any action arising out of this Contract shall be brought and maintained in Yolo County California, regardless of where else venue may lie.

H. In any action brought by either party to enforce the terms of this Contract, each party shall bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

I. Consultant is not liable for any delay in performance or non-performance caused by acts of God, war, civil disturbance, or other circumstances not reasonably foreseeable by the parties at the time of contract execution.

J. Excusable Delays. Excusable delays shall be delays in the controlling operation of the Consultant's work due to strikes, lockouts by others, fire, earthquake, unusual delay in transportation, unavoidable casualties, adverse weather conditions which could not have been reasonably anticipated, epidemic or pandemic, or any other act(s) of God beyond the Consultant's control, or by delay authorized by the City, or by any cause which the City shall decide to justify the delay. Except as provided below, in the event of an excusable delay, the time of completion shall be extended for such reasonable time as the City may decide, not to exceed 120 days.

The Consultant's right to an extension of time for an excusable delay is expressly subject to Consultant's giving written notice of such claim within fifteen (15) days as set forth below following the date the Consultant knew or should have known of the delay. Such notice shall include all of the following and be made in the following manner in order to be valid:

(a) written documentation as to the asserted cause of the delay, including identification of parties (individuals, private entities or public entities) asserted to be responsible, with such parties' contact information and an explanation as to why such party is asserted to be causing a delay, and any written evidence of the delay asserted to be caused by such party;

(b) a detailed description of mitigation efforts undertaken by the Consultant, or reasons why such mitigation efforts are not practical;

(c) an estimate as to the anticipated length of delay and monetary impact caused by the delay in dollars;

(d) if the asserted cause for delay involves government orders, directives or legal proceedings, a copy of all applicable orders and identification by court case number of any such legal proceeding with a general description as to why such orders or legal proceedings are asserted to be causing a delay.

i. Notice must be submitted in writing to the City of West Sacramento at West Sacramento City Hall, before 5:00 p.m. on the fifteenth (15th) day following the date the Consultant knew or should have known of the delay. Failure to give such notice shall be construed as a waiver of such right. It is understood and agreed that extensions of time shall be the Consultant's sole and exclusive remedy for excusable delays.

ii. Consultant and City understand and agree that the Contract time for the completion of this project is a very important part of the contract. Extensions of time will only be granted as provided above when events actually cause the Consultant to be delayed in the performance of that schedule activity which is the controlling operation as of the time of the delay. When acts or omissions occur which could cause delay, Consultant will take all reasonable means in order to be able to continue to work as scheduled without any delay, or as short a delay as possible. Additionally, if inclement weather causes accumulation of standing water on the work site or other conditions which might cause delay, Consultant shall take all measures reasonably necessary to permit work to continue as quickly as possible.

iii. Unexcused delays shall be delays in the Consultant's work due to acts or neglect of the Consultant, its employees, Subcontractors or those under it by contract or otherwise. In the event of an unexcused delay, the Consultant expressly agrees that it shall not be entitled to either an extension of time or recovery of its costs.

iv. A request for an extension of time, or the granting of an extension of time, shall not constitute a basis for any claim against the City for additional compensation or damages unless caused by the City or another Consultant or Contractor employed by the City.

CITY OF WEST SACRAMENTO

By: _____
Christopher Cabaldon, Mayor

ATTEST:

By: _____
Yashin Abbas, City Clerk

APPROVED AS TO FORM:

By: _____
Jeffrey Mitchell, City Attorney

CONSULTANT

By: Trina L. Fisher
Trina L. Fisher, Contracts Administrator

Contract for Services
ICF Jones & Stokes, Inc.
June 17, 2020

EXHIBIT A

CONSULTANT PROPOSAL/SCOPE OF WORK

Background and Overview

City of West Sacramento prepared a feasibility study¹ to develop alternatives for the conversion of the upper deck of the bridge to an active transportation use. The City selected Alternative 2 on the West Sacramento side and Alternative 4 on the Sacramento side. Based on coordination to date with Union Pacific Railroad (UPRR), the design in West Sacramento will need to be adjusted to accommodate UPRR maintenance vehicles.

City of West Sacramento is the project proponent and CEQA lead agency. City of Sacramento is a CEQA responsible agency. Federal funding from FHWA may be secured and Caltrans will be the NEPA lead agency.

The project footprint is *mostly* within the study and impact limits of the I Street Bridge Replacement project and requires the removal of the approach viaduct structures (part of the bridge replacement project). The analysis of the environmental impacts of the deck conversion project will utilize and incorporate the applicable data from I Street Bridge Replacement project EIR/EA. Differences in impacts addressed for I Street Bridge Replacement include, but may not be limited to, the following.

- Grading and excavation needed to construct the new approach ramp structures and connections to existing bicycle and pedestrian facilities
- Visual changes on and adjacent to the existing I Street Bridge unique to the deck conversion project (structures, lighting, landscaping)
- Effects on cultural resources unique to deck conversion project
- Construction noise unique to deck conversion project
- Construction equipment emissions unique to deck conversion project

The work plan below provides the City of West Sacramento with engineering design support for the new bridge access ramps to address UPRR requirements and the details needed for the environmental analysis for the deck conversion project. It also provides environmental analysis and documentation for both CEQA and NEPA compliance. ICF understand that bridge maintenance activities such as repair of the bridge railing will occur separate from, and in advance of, the deck conversion project and any approvals necessary will be secured by the City of West Sacramento.

¹ WSP 2019. *I Street Bridge Final Feasibility Study for Bridge Deck Conversion to Active Transportation Use*. Client Review Draft March 29, 2019. Prepared for City of West Sacramento Department of Public Works Engineering Division.

Work Plan

Task 1. Project Development Team Meetings and Team Coordination

Project Management

- Environmental project manager and project coordinator will lead and oversee the environmental effort; coordinate with technical specialists, the City, and Caltrans; manage budget and schedule; review technical analyses; prepare invoices; and update client on project progress.

Project Development Team Meetings

- Environmental project manager will attend up to 12 1-hour meetings with the City at City of West Sacramento offices or by teleconference.

Stakeholder Meetings

- Environmental project manager and consultant engineering lead will attend up to 5 meetings related to the project design and stakeholder interests. Meetings will be in West Sacramento or Sacramento.

Deliverables

- Monthly Project Updates
- Invoices

Task 2. Engineering Design Support

Mark Thomas will develop relevant engineering details to help inform the environmental analysis. This task includes developing the project footprint, construction schedule, and equipment list, and refining the information presented in the feasibility study sufficiently to prepare the environmental document and technical studies.

Trail Layout and Profile - GAD

- Present recommended alternatives from the feasibility study in a geometric approval drawing (GAD) format.
- No changes are anticipated to be made from what was presented in the feasibility study on the east approach.
- Modification to what was presented in the feasibility study on the west approach is anticipated.
- Prepare two preliminary alternative alignments for the west approach ramps and present to the City for their selection of the preferred alternative.
- After City selection of the preferred alternative, prepare GAD's for the preferred alignment alternative for each approach.
- Prepare a total of two GADs (one for each approach side alternative).

Bridge General Plans

- Develop bridge general plans showing the plan view, elevation and typical section of the approach ramp structure for the east and west approaches. These plans will inform the

project footprint, potential visual impacts and aid in stakeholder coordination and cost estimating.

- Prepare one general plan for each alignment alternative.

Drainage

- Complete a conceptual drainage design to determine if drainage basins will be needed and if so, determine preliminary sizing.

Cost Estimates

- Prepare preliminary estimates for construction costs, right of way acquisitions and preliminary engineering.
- Determine right-of-way needs; City staff will assist with right of way cost estimates.
- City will provide existing right-of-way limits.

Construction Schedule

- Develop construction schedule showing the number of working days for each major task in project construction to aid in the development of technical studies, including Air Quality and Noise studies, and assist with stakeholder coordination.

Air Quality and Noise Information

- Determine construction equipment list, haul routes and distances, estimated grading, clearing, pile driving, and other relevant quantities to aid in the preparation of Air Quality and Noise technical studies.

Engineering Design Support Deliverables

- Geometric Approval Drawings (GAD)
- Bridge General Plan for the east and west approach ramp structures
- Drainage analysis and drainage basin sizing
- Cost estimates for Construction, Right of Way and Engineering
- Construction Schedule
- Construction Equipment List
- Completed Air Quality Data Request Form
- Completed Noise Data Request Form

Task 3. Engineering Technical Memorandum

- Document primary assumptions, design exceptions and other decision making made for this scope of work in a technical memo.
- Provide in the memo the decisions made relating to the concept and impact development to aid in providing essential background when advancing the project into final design.
- Prepare technical memo following the Caltrans preparation guidelines for Project Study Reports (PSRs).

Technical Memorandum Deliverable

- Technical Memo/PSR Equivalent [PDF]

Task 4. Environmental Project Description

- Develop written environmental project description for adjusted design of feasibility study West Sacramento Alternative 2/Sacramento Alternative 4 for use in technical studies and environmental documents.
- Prepare project location map.
- Use engineer-provided graphics for depiction of proposed project.

Project Description Deliverables

- Administrative Draft Environmental Project Description with graphics [PDF]
- 2nd Administrative Draft Environmental Project Description with graphics [PDF]
- Final Environmental Project Description [PDF]

Project Description Assumptions

- Only one build alternative and one no build alternative will be analyzed in environmental studies and documents (one alternative made up of the project elements east and west of the river and on the bridge itself).
- City team will provide information on site design landscaping and lighting plans
- City team will provide requirements for detours, road or trail closures or other temporary changes to transportation during construction.
- Project description will not change; it will remain the same for use in the NEPA analysis and CEQA environmental document.

Task 5. CEQA Document

AB 52 Consultation

- Prepare letters for City to mail to initiate consultation under AB 52.
- Participate in up to two meetings with City and Tribal representatives.

Initial Study/Mitigated Negative Declaration

- Prepare an Initial Study following checklist in Appendix G of CEQA Guidelines.
- Include project-level assessment of air quality and greenhouse gas impacts.
- Assess construction noise levels against local ordinance standards.
- Utilize, incorporate by reference, and summarize applicable data from I Street Bridge Replacement project EIR/EA.
- Assume no impacts conclusions are appropriate for the following resource topics: agriculture and forestry, energy, land use/planning, mineral resources, population/housing, public services, utilities/service systems, wildfire.
- Assume impact conclusions of less than significant without or with mitigation are appropriate for the following resource topics.
 - Aesthetics
 - Air Quality (construction only)
 - Biological Resources
 - Cultural Resources
 - Geology/Soils
 - Greenhouse Gas Emissions (construction only)
 - Hazards & Hazardous Materials
 - Hydrology/Water Quality
 - Noise (construction only)

- Recreation
- Transportation
- Tribal Cultural Resources
- Prepare draft and final Notice of Intent to Adopt Mitigated Negative Declaration (MND) for City filing, mailing, and publishing.
- Deliver 15 copies of Initial Study and Notice of Intent to Adopt MND to State Clearinghouse with completed transmittal form.
- Prepare Responses to Public/Agency comments to inform City decision to adopt MND and approve project. Up to 100 individual comments total in up to 20 comment submissions.
- Provide responses in Word file with comment letters.
- Prepare draft and final Mitigation Monitoring Plan in tabular format for City adoption.

CEQA Deliverables

- Administrative Draft Initial Study/Proposed MND [PDF]
- 2nd Administrative Draft Initial Study/Proposed MND [PDF]
- Pre-public Draft Initial Study/Proposed MND [PDF] for approval to circulate
- Draft and Final Notice of Intent to Adopt Mitigated Negative Declaration [MS Word and PDF]
- 15 printed NOI+IS/MND copies delivered to State Clearinghouse
- Draft and Final responses to public comments
- Draft and Final Mitigation Monitoring Plan

CEQA Assumptions

- Project description will not change during environmental analysis effort.
- Only one build alternative and one no build alternative will be analyzed in environmental studies and documents.
- City will provide documentation of AB 52 consultation, results regarding any Tribal Cultural Resources identified, impact conclusions, and any mitigation negotiated with the Tribes prior to the start of writing of the Initial Study.
- City team will provide any studies previously prepared for the project.
- City will publish Notice of Intent to adopt an MND in newspaper(s) of general circulation appropriate for both West Sacramento and Sacramento noticing.
- City will deliver Notice of Intent to adopt an MND and any printed copies of the Initial Study via method that provides notice of receipt copies to the list City develops for addresses of responsible and trustee agencies as well as any parties who previously requested notice.
- City will file Notice of Intent to adopt the MND with both the Yolo and Sacramento County Clerks and will pay any filing fees.
- City will prepare and file the Notice of Determination with both the Yolo and Sacramento County Clerks and will pay any filing fees.
- City will prepare Council packet and present to City Council, if necessary.

Task 6. NEPA Studies and Exclusion

Preliminary Environmental Study Form

- Complete PES form for project at the start of environmental effort. Submit for City and Caltrans for informal review. Hold for formal submission to Caltrans when federal funding is secured.
- Conduct minimal research since administrative technical studies will begin immediately afterward. Include the following attachments with the PES form. Update species lists before formally submitting to Caltrans.

- GeoTracker results
 - Federal species lists
 - VIA questionnaire
 - Flood map (FIRMette)
 - Site photos
- Assume no site visit is needed for PES approval.

Technical Studies

Progress on technical studies for NEPA will proceed to the administrative draft stage and City review, then pause until Caltrans can engage as the NEPA lead agency and formally initiate the federal environmental process.

General Technical Memorandum

- Assume compliance with standard specifications, and local, state and federal laws, will avoid impacts related to the following resource areas and eliminate need for stand-alone technical studies.
- Hazardous Materials
 - Water Quality
 - Floodplain
 - Traffic/Transportation
 - Community
- Prepare one technical memorandum addressing the topics above.
- Use information in I Street Bridge Replacement studies, as appropriate, and project-specific information provided by engineering team related to temporary traffic control measures; water quality, stormwater runoff and treatment; and the lack of floodplain encroachment.

Cultural Resources Reports

- Request record search and NAHC list
- Prepare Area of Potential Effects Map
- Prepare letters for City to mail to initiate Section 106 consultation
- Follow-up with tribes and document in consultation log
- Assist City and Caltrans with arranging for up to two meetings with Tribal representatives, if meetings are needed
- Participate in two meetings with City, Caltrans and Tribal representatives, if meetings are needed
- Conduct pedestrian surveys for archaeology and built environment
- Prepare HPSR and Archaeological Survey Report (no HRER needed)
 - Use context from I Street Bridge Replacement studies
 - Document that no archaeological resources are identified in APE as result of survey
 - Document and evaluate up to four historic resources (listed below)
 - I Street Bridge (listed on NRHP)
 - Sacramento River East Levee (eligible for listing on NRHP/CRHR)
 - RD 811 Levee Segment (not eligible for listing on NRHP/CRHR)
 - Old Sacramento Historic District (listed on NRHP)

- Assess effects on three historic resources
 - I Street Bridge
 - Sacramento River East Levee
 - Old Sacramento Historic District
- Prepare Finding of No Adverse Effect document

Section 4(f)/6(f) De Minimis Use Technical Memorandum

- Use resource descriptions from I Street Bridge Replacement studies
- Address five 4(f) resources:
 - Sacramento River Parkway (Central Area)
 - Sacramento River Parkway Trail
 - Old Sacramento State Historic Park (Historic District)
 - I Street Bridge
 - Sacramento River East Levee
- Include results of cultural Finding of No Adverse Effect as they relate to Section 4(f) conclusions for Old Sacramento State Historic Park, I Street Bridge, and Sacramento River East Levee
- Document de minimis use determination for Sacramento River Parkway and Sacramento River Parkway Trail
- Document Section 6(f) resources and lack of conversion of any Land and Water Conservation Fund Act funded properties

Visual Impact Assessment – Minor Level

- Utilize depictions in Feasibility Study or other provided images
- No need for preparation of additional simulations
- Prepare Visual Impact Assessment - Minor Level

Air Quality (construction-only) Technical Memorandum

- Use construction and equipment assumptions provided by engineers/City
- Provide preliminary emissions results to engineers/City to confirm construction assumptions
- Prepare technical memo addressing construction emissions and document that the project would not result in long-term changes in criteria pollutant or greenhouse gas emissions
- Assume project is exempt from conformity per 40 CFR 93.126, bicycle and pedestrian facilities

Noise (construction-only) Technical Memorandum

- Use construction and equipment assumptions provided by engineers/City
- Prepare technical memo addressing construction noise
- Document City noise ordinance compliance

Biological Resources Technical Memorandum

- Use relevant descriptions and data from I Street Bridge Replacement Natural Environment Study and USFWS Biological Assessment
- Update California Natural Diversity Data Base and federal species lists
- Conduct reconnaissance survey, including an assessment of trees protected under the City of West Sacramento and City of Sacramento tree ordinances
- Identify impacts and mitigation specific to deck conversion

- Prepare technical memo addressing impacts and mitigation
- Assume no impact to listed species and no federal consultation; verify during reconnaissance level survey
- Assume no need for jurisdictional determination for waters for the current effort

Categorical Exclusion

- Assume project will qualify for NEPA exclusion under 23 CFR 771.117(c)(3): Construction of bicycle and pedestrian lanes, paths, and facilities.
- Prepare draft Categorical Exclusion Checklist for Caltrans to review, complete and sign.
- Prepare draft Categorical Exemption/Categorical Exclusion Determination Form for Caltrans to review, complete, and sign.

NEPA Deliverables

- Draft Preliminary Environmental Study Form
- Revised Draft Preliminary Environmental Study Form
- Final Preliminary Environmental Study Form for Signature
- Administrative Draft Area of Potential Effects Map for joint Local Agency and Caltrans Review [PDF]
- 2nd Administrative Draft Area of Potential Effects Map for joint Local Agency and Caltrans Review [PDF]
- Final Area of Potential Effects Map for Approval and Signature [PDF]
- Administrative Draft Technical Study/Memorandum for joint Local Agency and Caltrans Review [PDF]
- 2nd Administrative Draft Technical Study/Memorandum for joint Local Agency and Caltrans Review [PDF]
- Final Study/Memorandum [PDF]
- Draft Categorical Exclusion Checklist
- Draft Categorical Exemption/Categorical Exclusion Determination Form

NEPA Assumptions

- Project description will not change during environmental analysis effort.
- Only one build alternative and one no build alternative will be analyzed in environmental studies and documents.
- Caltrans CSO will have minimal comments on cultural documents.
- SHPO will have no comments and will concur with cultural findings.
- Caltrans will finalize the draft CE Checklist and Exclusion Form.

General Assumptions

- No elderberry shrubs will be in the project limits other than those directly affected and mitigated by the I Street Bridge Replacement Project. Endangered Species Act consultation is not necessary for deck conversion.
- City will provide documentation that landowners have been notified of the survey crews' impending presence; permission to access properties as necessary.
- City team will provide any studies previously prepared for the project.

Contract for Services
ICF Jones & Stokes, Inc.
June 17, 2020

EXHIBIT B
SCHEDULE OF PERFORMANCE

Schedule

Both the scope above and the attached budget rely on nearly concurrent progress on the administrative draft NEPA technical studies and the CEQA Initial Study. The task scopes are not independent of each other. The schedule below indicates the overlap and the remaining steps that will occur once federal funding, and Caltrans participation, is secured.

Task	Timeline
Kick-off	June 2020
Engineering Design and Environmental Project Description Development	June – September 2020
Technical Memo/PSR Equivalent Draft for Review	November 2020 – January 2021
PES Form informally submitted to Caltrans	August 2020
CEQA	August 2020 – January 2021
AB 52 Letters	August 2020
Analysis and Draft Document Preparation	September – December 2020
Public Review	January 2021
Adoption of MND	March 2021
NEPA	August – September 2020; January – April 2021
Admin Draft Reports/Memoranda Preparation	September – November 2020
PES Form formally submitted/NEPA kickoff	January 2021
Caltrans Technical Study Review/ICF Revision/Approval	January – April 2021
Caltrans CSO and SHPO review of HPSR/FOE	April – May 2021
NEPA CE Approval	June 2021

Contract for Services
ICF Jones & Stokes, Inc.
June 17, 2020

EXHIBIT C
SCHEDULE OF FEES

Contract for Services
ICF Jones & Stokes, Inc.
June 17, 2020

EXHIBIT D

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
[Labor Code § 1861]

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANTS

By: Trina L. Fisher
Trina L. Fisher, Contracts Administrator

EXHIBIT E
LABOR COMPLIANCE

1. PREVAILING WAGE

A. The Work contemplated herein constitutes a public work within the meaning of Labor Code sections 1720 and 1771. It shall be mandatory upon the Consultant and upon any Subcontractor, to pay not less than the said specified prevailing rates of wages to all workers employed by them under the Contract in accordance with Labor Code section 1774. The Director of the Department of Industrial Relations ("DIR") of the State of California has determined the general prevailing rate of wages of per diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the Contract. The Consultant acknowledges that it has examined the prevailing rate of per diem wages as established by the DIR. Copies of the current schedules for prevailing wages are on file at City Hall, and the contents of those schedules are incorporated herein as if set forth in full. The Consultant shall post a copy of the applicable prevailing wage determinations at each job site, along with any other workplace posters required by law.

B. The City will not recognize any claims for additional compensation because of the payment of prevailing wages. The possibility of wage increases is one of the elements to be considered by the Consultant in determining its proposal and will not under any circumstances be considered as the basis of a claim against the City.

C. By executing this Contract Consultant warrants that it has registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5.

2. PREVAILING WAGE RECORDS

A. The Consultant and each subcontractor shall keep an accurate payroll record which shows the name, address, social security number, correct work classification (in accordance with the wage decision), both straight and overtime worked each day and week, and hourly rate of pay, gross wages earned, deductions made and net wages paid to each journeyman, apprentice, worker or other employee paid by the Consultant /subcontractor in connection with the Work. These payroll records shall be certified and shall be made available at Consultant's principal office. These records shall be maintained over the course of the Work. The Consultant and all subcontractors shall make the certified payroll records available for inspection by City representatives upon request and shall permit such representatives to interview employees during the work hours on the job site.

B. The City shall notify the Consultant in writing of any discrepancies or violations that are discovered during such inspections. Written notification pursuant to this Section shall include the actions that will be necessary to resolve the discrepancies and/or violations. The Consultant shall be held entirely responsible for the prompt resolution of all non-compliances with the prevailing wage laws, including those pertaining to all subcontractors and any lower-tier subcontractors. The Consultant shall forfeit as penalty to the City the amount specified by law for each calendar day or portion thereof for each worker (whether employed by the Consultant or any subcontractor) paid less than the stipulated prevailing rates for any work done under the Contract in violation of the provisions of the Labor Code and in particular, Section 1775.

C. To the extent applicable, Consultant and subcontractors shall maintain and furnish to the Department of Industrial Relations ("DIR"), a certified copy of each weekly payroll (but no

less often than monthly), with a statement of compliance signed under penalty of perjury. Such certified payroll reports shall be transmitted electronically to the DIR.

D. The City will not recognize any claims for additional compensation because of the payment of the prevailing wages. The possibility of wage increases is one of the elements to be considered by the Consultant in entering into the Contract, and will not under any circumstances, other than delays caused by the City, or the City's agents, be considered as the basis of a claim against the City.

3. Labor Discrimination

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of their race, color, national origin or ancestry, physical handicap, mental condition, marital status, or sex of such person, except as provided in Section 12940 of the Government Code, and every General Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

4 Eight-Hour Day Limitation

(a) In accordance with the provisions of the Labor Code, and in particular, Sections 1810 to 1815 thereof, inclusive, incorporated herein by reference, eight hours labor shall constitute a day's work, and no worker in the employ of Consultant, or any Subcontractor, doing or contracting to do any part of the work contemplated by the Contract, shall be required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of those provisions; provided that subject to Labor Code Section 1815, a worker may perform work in excess of either eight (8) hours per day or forty (40) hours during any one week upon compensation for all hours worked in excess of eight (8) hours per day or forty (40) hours during any one week at not less than one and one-half times the basic rate of pay.

(b) The Consultant and each Subcontractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by them in connection with the Contract. This record shall be open at all reasonable hours to the inspection of the City. It is hereby further agreed that, except as provided in (a) above, the Consultant shall forfeit as a penalty to the City the sum of twenty-five dollars (\$25) for each worker employed in the performance of the Contract by the Consultant or by any of its Subcontractors for each calendar day during which such worker is required or permitted to labor more than eight (8) hours in and one calendar day and forty (40) hours in any one calendar week in violation of Sections 1810 through 1815.

5. Compliance with State Requirements for Employment of Apprentices

(a) The Consultant's attention is directed to Section 1777.5 of the Labor Code. Provisions of said Section pertaining to employment of registered apprentices are hereby incorporated by reference into this Contract. As applicable, the Consultant or any Subcontractor employed by the Consultant in the performance of this Contract shall take such actions as necessary to comply with the provisions of Section 1777.5.

Consultant Questionnaire

Definition of a Consultant is found in Section 18702 of Regulations of the Fair Political Practices Commission, Title 2, division 6 of the California Code of Regulations.

Consultants, as defined by Section 18701, are required to file an Economic Interest Statement (Form 700) within 30 days of signing a Consultant Agreement with the City, on an annual basis thereafter if the contract is still in place, and within 30 days of completion of the contract.

Company Name _____ (Agreement Date) _____

Name of Consultant* _____
(First Name) (Middle Initial) (Last Name)

Company address _____ Phone _____

City, State, Zip _____

Contracting City Dept. _____

Estimated Date of Project Completion _____

A. Will consultant make governmental decision whether to

1. Approve a rate, rule, or regulation? Yes No
2. Adopt or enforce a law? Yes No
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement? Yes No
4. Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract which requires agency approval? Yes No
5. Grant agency approval to a contract which requires agency approval and in which the agency is a party or to the specifications for such a contract? Yes No
6. Grant agency approval to a plan, design, report, study, or similar item? Yes No
7. Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof? Yes No

B. Will the consultant serve in a staff capacity with the City and in that capacity perform the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code? Yes No

Will consultant manage public investments? Yes No

Name of City Staff Person Completing Questionnaire

Date

**If other individuals will be working on the contract, a form should be completed for each person to determine filing obligation*

**I STREET BRIDGE DECK CONVERSION
FOR ACTIVE TRANSPORTATION FEASIBILITY STUDY
EXISTING CONDITION REPORT**

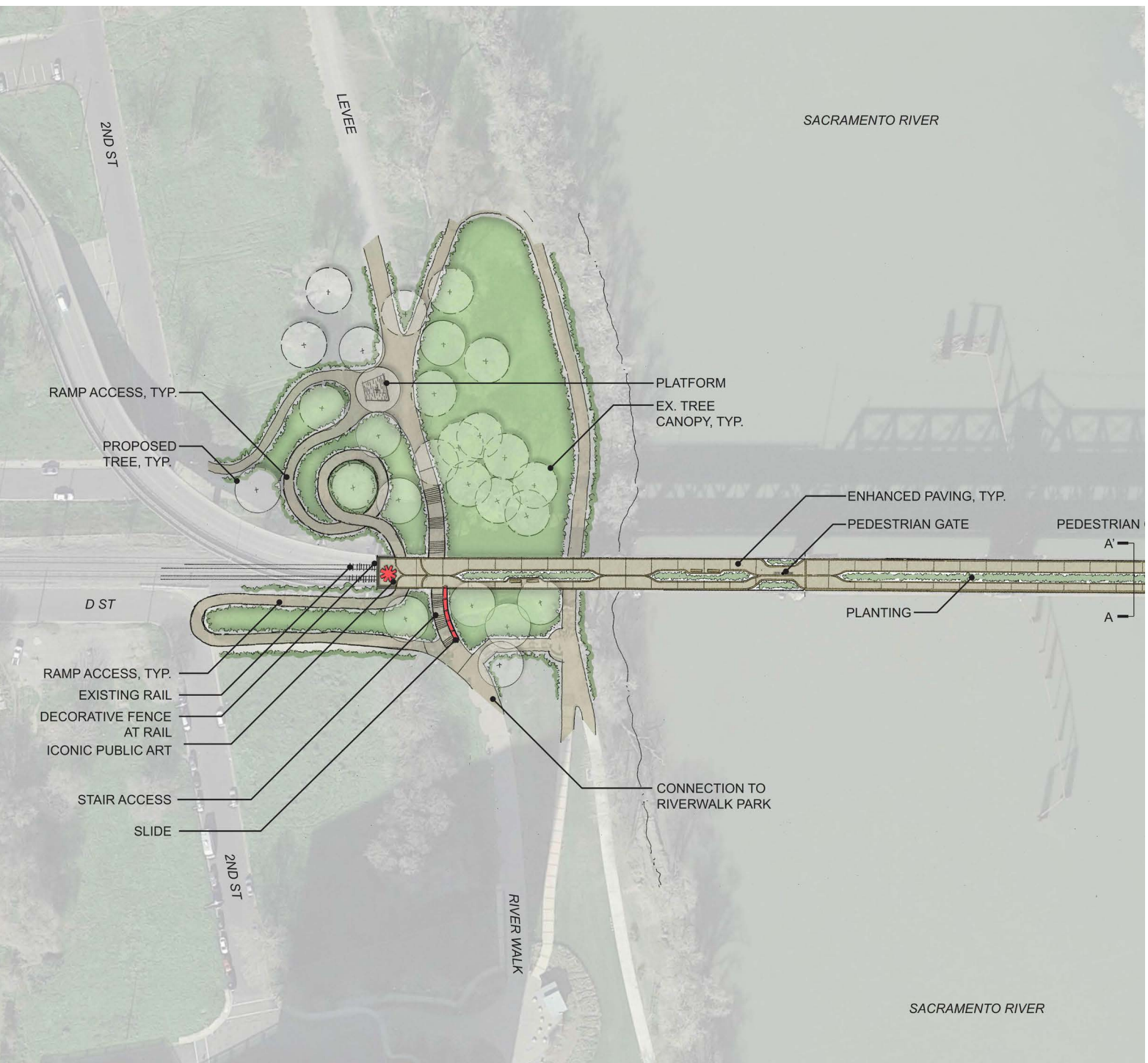


Cost Estimate

A preliminary cost estimate was prepared for the items listed above and is shown in the table below. The total cost for repairs and other required improvements to the upper deck of the I Street Bridge and the portions of the approach ramps proposed to remain is approximately \$3.4 million. Note that this cost does not include girder inspection or repairs as these items are potentially the responsibility of BNSF.

BRIDGE GENERAL PLAN ESTIMATE		OR		PLANNING ESTIMATE		X	
STRUCTURE		BR. NO.		RCVD BY		ESTIMATING GROUP	
I Street Bridge-Deck Rehabilitation		22C0153				IN	
TYPE		DISTRICT		CO		RTE	
Steel bridge with composite girder		3		Sac		PM	
						OUT	
CONTRACT ITEMS		UNIT	QUANTITY	PRICE	AMOUNT		
600001	PUBLIC SAFETY PLAN	LS	1	\$7,500.00	\$7,500.0		
DECK							
600029	REMOVE ASPHALT CONCRETE SURFACING	SQFT	15,300	\$10.00	\$153,000.0		
600041	FURNISH POLYESTER CONCRETE OVERLAY	CF	2,550	\$100.00	\$255,000.0		
600043	PLACE POLYESTER CONCRETE OVERLAY	SQFT	15,300	\$20.00	\$306,000.0		
780440	STAIN AND SEAL CONCRETE	SQFT	15,300	\$5.00	\$76,500.0		
600033	REMOVE UNSOUND CONCRETE	CF	255	\$450.00	\$114,750.0		
600011	RAPID SETTING CONCRETE (PATCH)	CF	255	\$250.00	\$63,750.0		
600037	PREPARE CONCRETE BRIDGE DECK SURFACE	SQFT	15,300	\$100	\$1,530,000.0		
600045	TREAT BRIDGE DECK	SQFT	15,300	\$100	\$1,530,000.0		
600047	FURNISH BRIDGE DECK TREATMENT MATERIAL	GAL	75	\$100.00	\$7,500.0		
SIDEWALK AND CURB							
5XXXX	REMOVE CURB ANGLE	LF	1530	\$3.00	\$4,590.0		
600013	REPAIR SPALLED SURFACE AREA (SIDEWALK AND CURB)	SQFT	425	\$185.00	\$78,625.0		
600033	REMOVE UNSOUND CONCRETE	CF	89	\$450.00	\$39,975.0		
750501	MISCELLANEOUS METAL (BRIDGE)	LB	34	\$50.00	\$1,700.0		
RAILING							
839779	REMOVE METAL RAILING	LF	1700	\$15.00	\$25,500.0		
839514	HANDRAILING	LF	1700	\$300.00	\$510,000.0		
MISCELLANEOUS							
750501	MISCELLANEOUS METAL (BRIDGE)	LB	9	\$50.00	\$450.0		
770090	LIGHTING (STREET)	LS	1	\$250,000.00	\$250,000.0		
83XXXX	MOVABLE BARRIER	EA	4	\$50,000.00	\$200,000.0		
APPROACH SPANS							
600037	PREPARE CONCRETE BRIDGE DECK SURFACE	SQFT	1000	\$100	\$100,000.0		
600045	TREAT BRIDGE DECK	SQFT	1000	\$100	\$100,000.0		
600047	FURNISH BRIDGE DECK TREATMENT MATERIAL	GAL	12	\$100.00	\$1,200.0		
833XXX	PEDESTRIAN RAILING	LF	700	\$300.00	\$210,000.0		
833033	CHAIN LINK RAILING (TYPE 7 MODIFIED)	LF	150	\$200.00	\$30,000.0		
SUB TOTAL					\$2,407,266.7		
MOBILIZATION					\$240,726.6		
SUB TOTAL BRIDGE ITEMS					\$2,647,993.4		
CONTINGENCIES 30 %					\$794,398.0		
GRAND TOTAL					\$3,442,391.4		
FOR BUDGET PURPOSES - SA' (\$146 per FT2)					\$3,442,000.0		

Alternatives Development



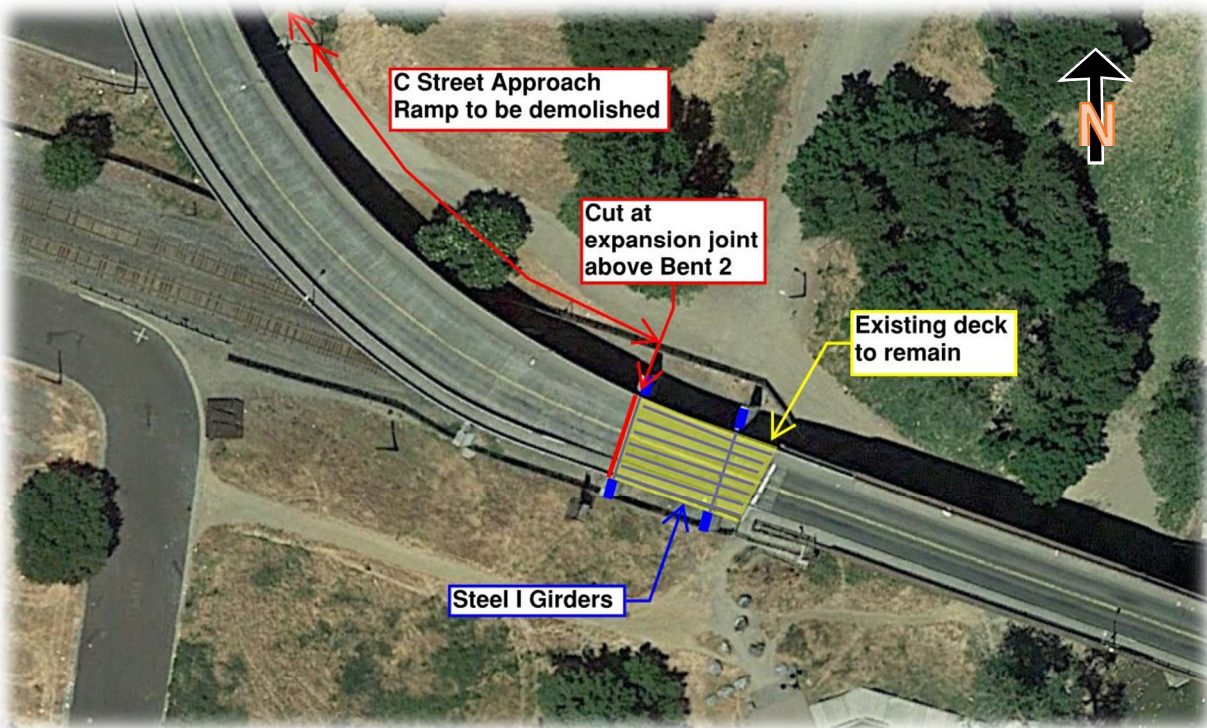
Alternatives Development

Existing Approach Ramps

As a part of the I Street Bridge Replacement Project, the approach roadway ramps to the upper deck of the I Street Bridge are currently planned to be demolished. A part of this project is reviewing the feasibility of keeping portions of these approach ramps. Doing so will accomplish several goals including eliminating the need for construction of new structures over railroad right-of-way by tying new ramps into portions of the existing ramps and the creation of usable space for bicyclists and pedestrians.

During the site reconnaissance, the existing structures were reviewed for possible partial demolition to accomplish the above goals. Figures 1 and 2 below show the portions of approach ramps that are proposed to remain on the West Sacramento and Sacramento sides respectively. These will create raised platforms that stairways and pedestrian ramps can attach to and span over the active railroad tracks.

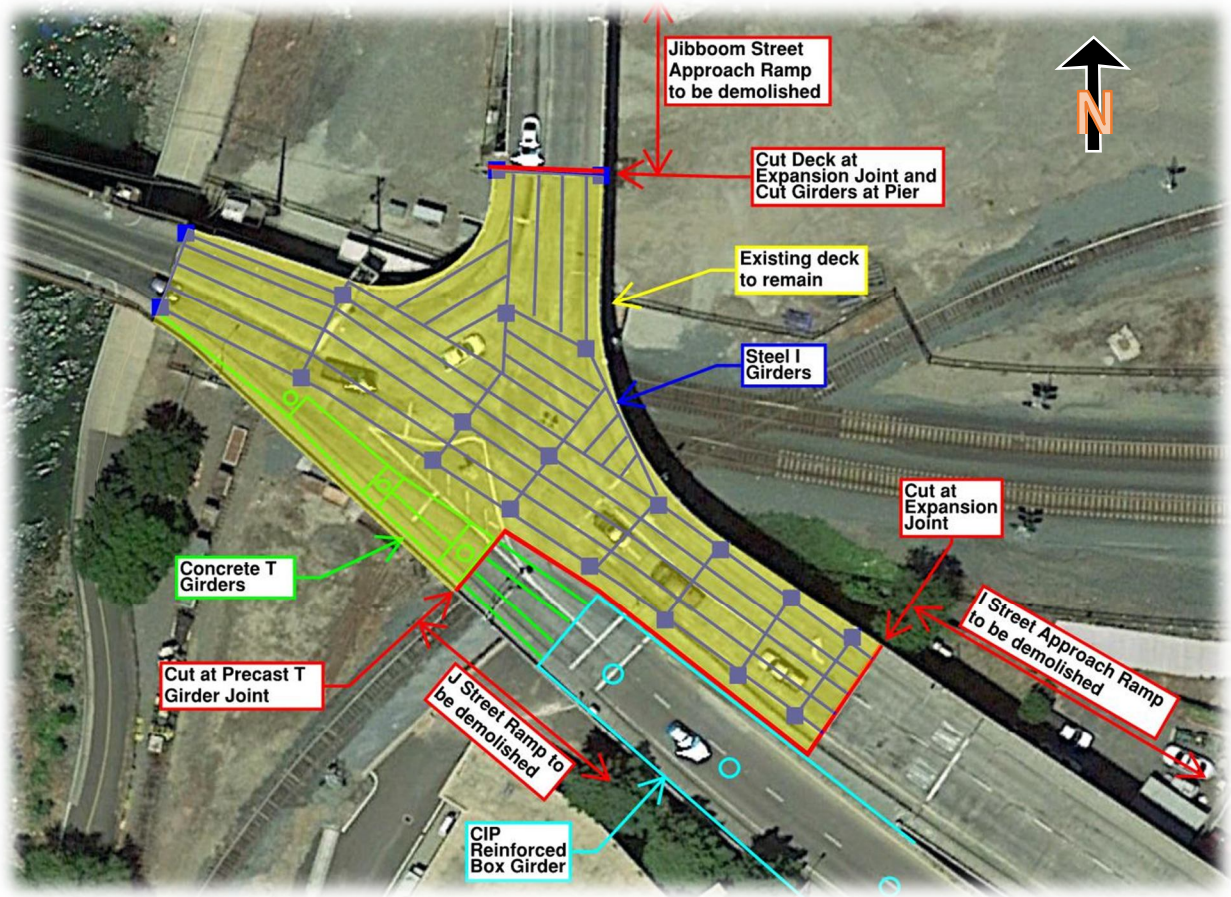
Figure 1: West Sacramento Approach Ramp Proposed to Remain



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Figure 2: Sacramento Approach Ramp Proposed to Remain



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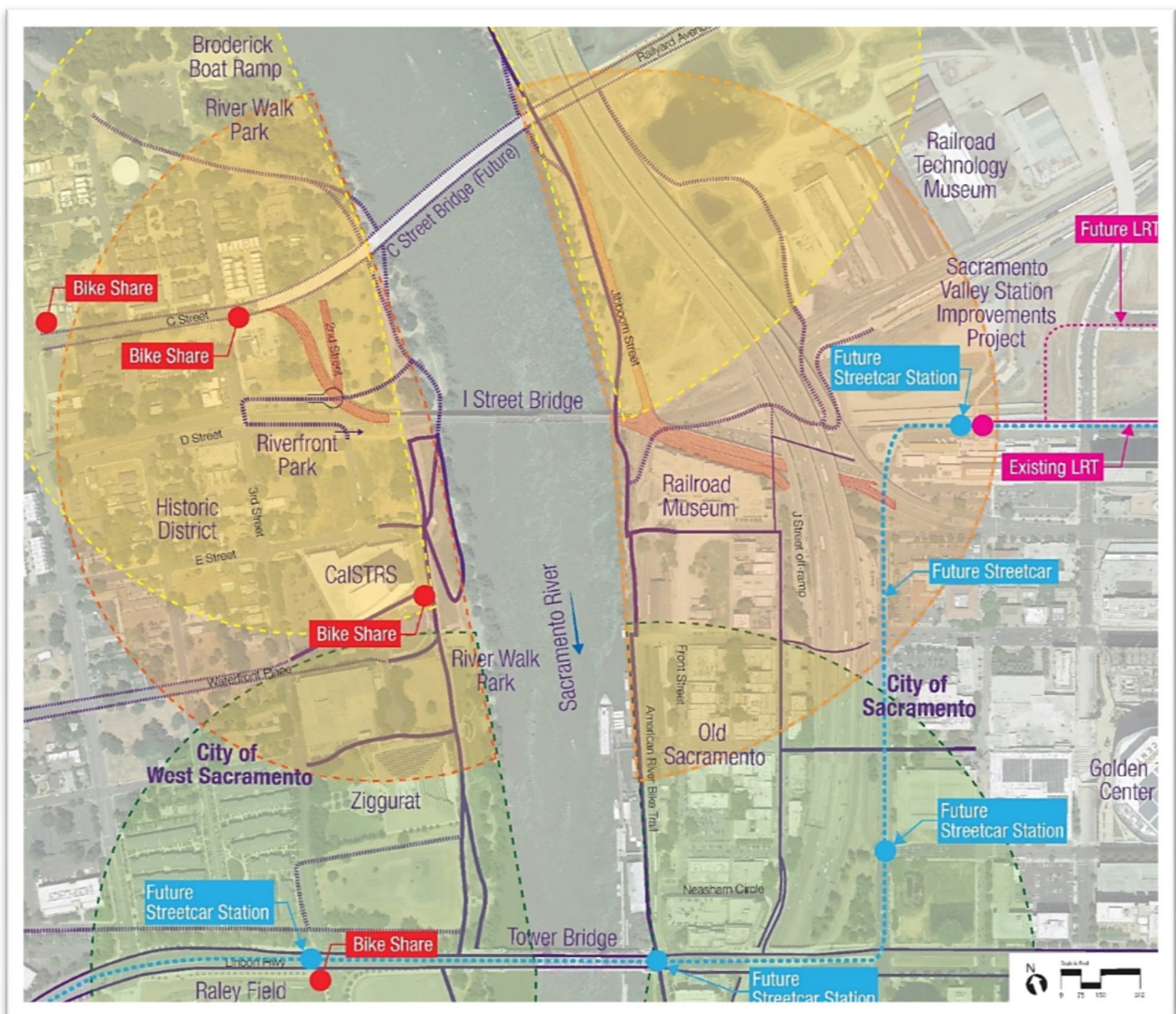


Approach Ramp Alignment Alternatives

An analysis of alternatives considered for the approach ramps to the I Street Bridge upper deck on the West Sacramento and Sacramento sides was performed. Various parameters were reviewed on each side of the river that include user connectivity to existing pathways and travel routes for both bicyclists and pedestrians for both commuting and recreational use, right-of-way, utility, levee and railroad impacts and construction costs. A destination and connectivity map is shown below in Figure 4. This shows the points of interest along with existing and planned bicycle paths. These destinations and pathways were considered when laying out the approach ramp alignments to insure proper compatibility with the existing pedestrian and bicycle network.

The I Street Bridge serves as an important link between West Sacramento's Historic District, CalSTRS and Ziggurat and Sacramento's Sacramento Valley Station. Old Sacramento and Railroad museum for pedestrian travel as shown in Figure 3. The I Street Bridge will also have the opportunity to better serve bicycle traffic between the Washington District of West Sacramento and Downtown Sacramento.

Figure 3: Destination and Connectivity Map



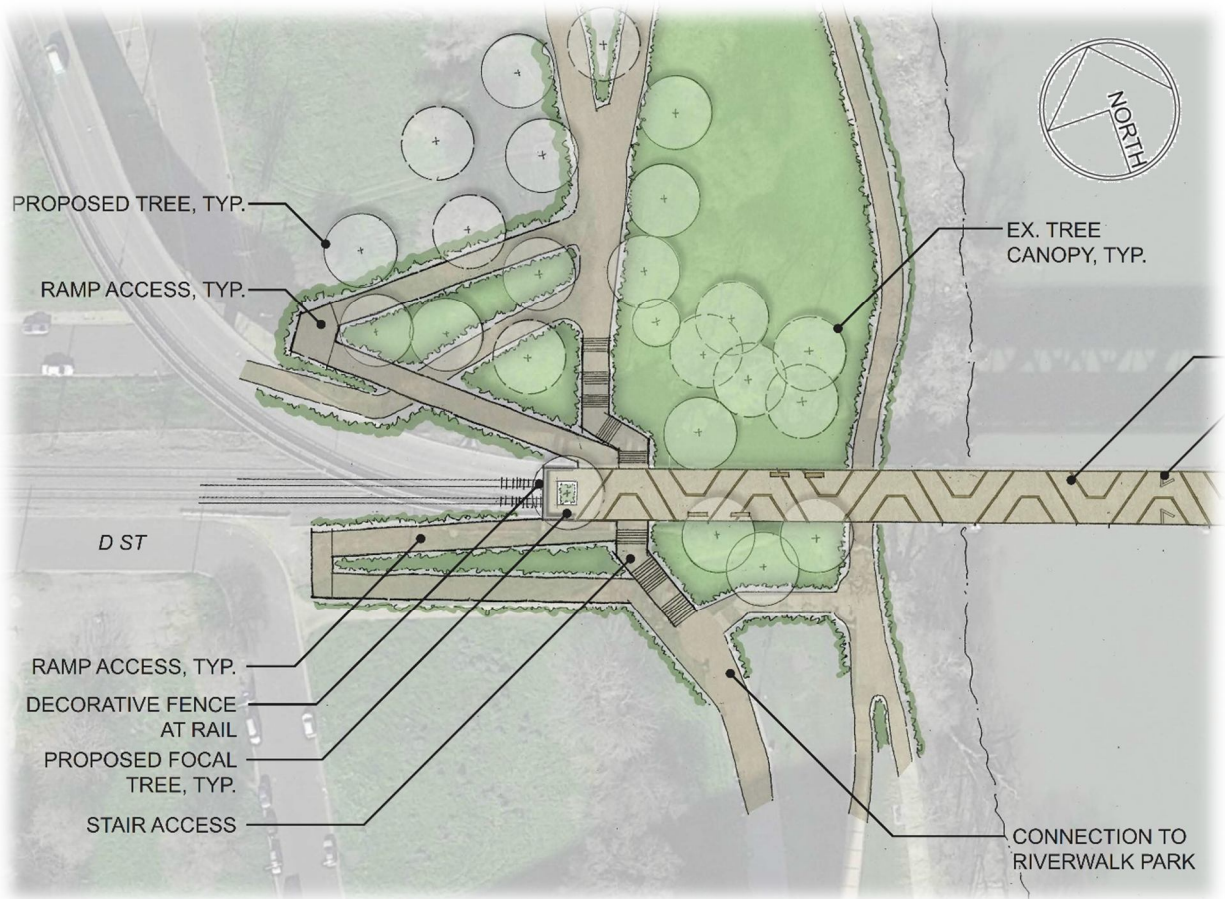
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The following approach ramp alignment alternatives were developed and presented to the Project Delivery Team.

Alt. 1 – West Sacramento Tight Switchbacks – This alternative provides series of steep ramps (at 7.5%) with landings and 90° turns to provide quickest route from top of deck to top of levee on the west side of the river. On both sides, the ramp terminates on top of the levee near the I Street bridge. Stairways are also accommodated on both sides of the bridge. See Figure 4 below and detailed Exhibit I and II in **Appendix C**. The objective of this alternative is to minimize impacts to the adjacent right-of-way and provide connections to existing and planned facilities on both sides of the railroad tracks. The use of tangent ramp segments allows the use of prefabricated steel bridge systems. Stairways on both sides along with short ramps provides good pedestrian access for both commuters and recreational users but the tight ramp turns are less bicycle friendly. Additionally, there is a likely utility conflict on the north side of the railroad tracks with an overhead PG&E electric line. This line would need to be relocated. This alternative avoids any impacts within the railroad right-of-way by connecting all elements to a portion of the existing approach ramp proposed to remain. Ramp and stairway foundations may penetrate the levee prism but are expected to be acceptable. Elevators were deemed to not be feasible directly adjacent to the proposed portion of the approach ramp to remain due to being located within the levee prism. Elevators, if implemented, would need to be placed close to 2nd street where they would be outside of the levee prism.

Figure 4: West Sacramento Approach Ramp Alignment Alternative 1

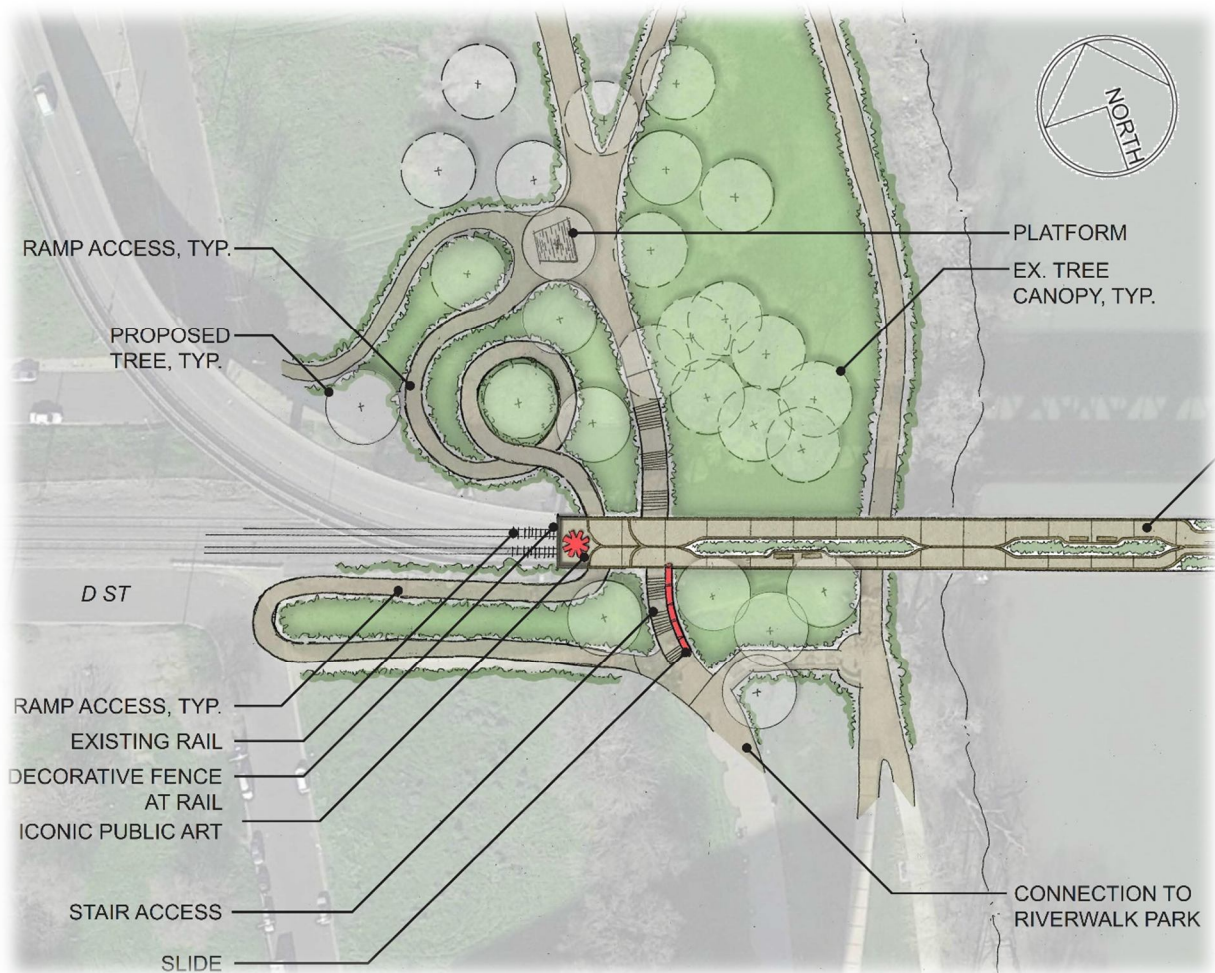


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Alt. 2 – West Sacramento Curved Ramps – This alternative provides a constant grade ramp (at ~4.75%) with curved turns to provide a smooth pathway from top of deck to top of levee on the west side of the river. On both sides, the ramp terminates on top of the levee near the I Street bridge. The use of highly curved ramps will necessitate the use of cast-in-place concrete slabs or specialized steel structures. Stairways are also included on both sides of the bridge. See Figure 5 below and detailed Exhibit III and IV in **Appendix C**. The objective of this alternative is to provide a more bicycle friendly facility while maintaining pedestrian connectivity and to create an enhanced user experience on the north side of the railroad tracks. This is accomplished by twisting the north ramp through an existing tree canopy. This alternative has higher right-of-way impacts than alternative 1, primarily on the north side of the railroad tracks. However, also avoids impacts within the railroad right-of-way by connecting to a portion of the approach ramp proposed to remain. The north side ramp may also conflict with the overhead PG&E electric line. Ramp and stairway foundations may penetrate the levee prism but are expected to be acceptable. Elevators were deemed to not be feasible directly adjacent to the proposed portion of the approach ramp to remain due to being located within the levee prism.

Figure 5: West Sacramento Approach Ramp Alignment Alternative 2

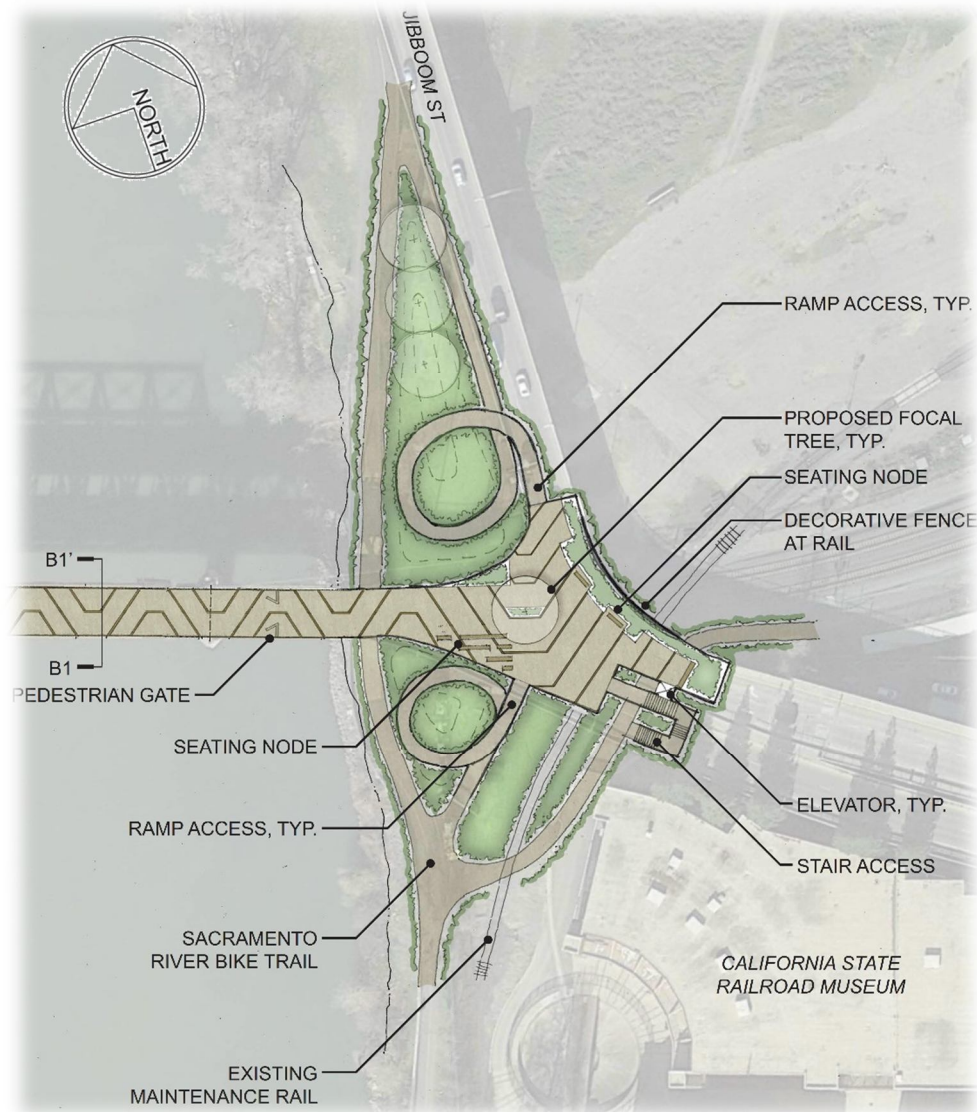


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Alt. 3 – Sacramento River Trail Connections – This alternative provides a double set of loop ramps on both sides of the I Street bridge that tie into the Sacramento River Trail on the east side of the river. The ramps descend at a constant grade (4.75%). The use of circular loop ramps will necessitate the use of cast-in-place concrete slabs or specialized steel structures. Pedestrian stairways are included on the south and north sides of the bridge leading users to a future pedestrian pathway that will allow pedestrians to access Old Sacramento or the Sacramento Valley Station on the south side and to the river trail leading toward the future Power House Science Center on the north side. See Figure 6 below and detailed Exhibit V and VI in **Appendix C**. This alternative requires the California State Railroad Museum to relocate its maintenance spur track to allow the south loop ramp placement. This alternative avoids impacts within the railroad right-of-way by connecting to existing portions of the approach ramps proposed to remain. There is an existing underground fiber optic line running parallel to the I Street bridge on the north side that will need to be avoided by the north loop ramp foundations. These ramps provide good connectivity to bicycle users recreationally using the Sacramento River Trail and pedestrians accessing Old Sacramento or the Sacramento Valley Station.

Figure 6: Sacramento Approach Ramp Alignment Alternative 3

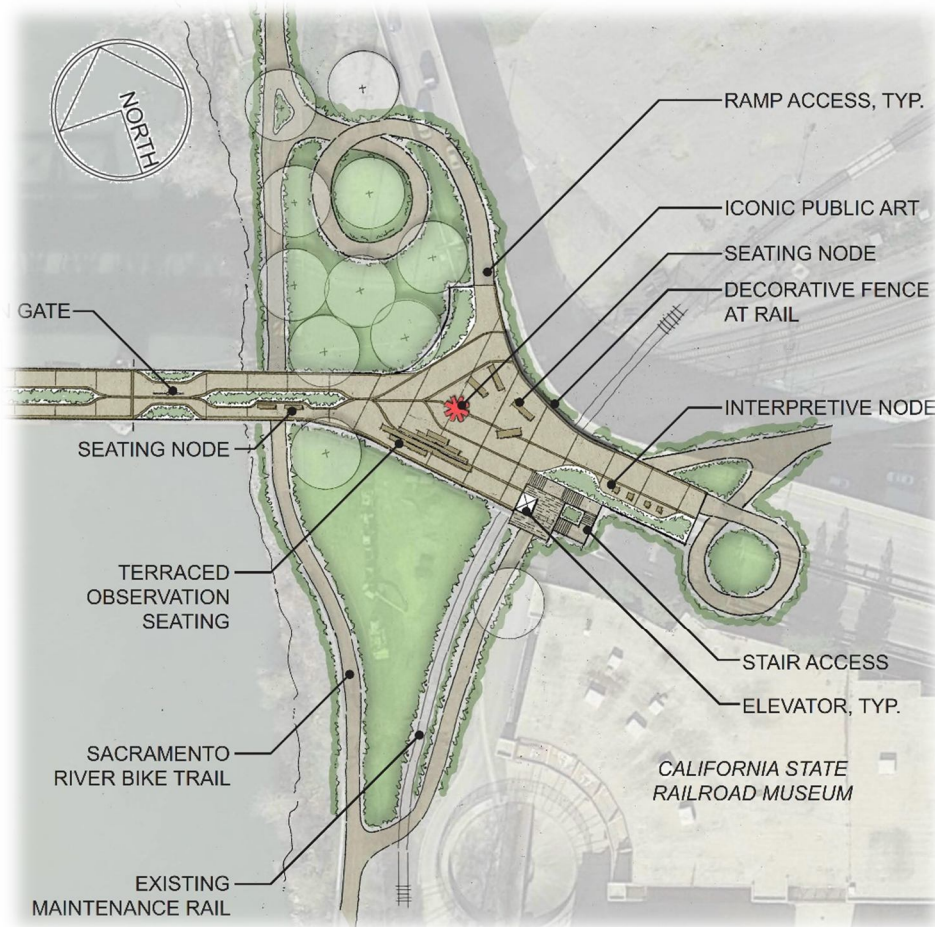


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Alt. 4 – Sacramento 2nd & H Street Connection to River Trail – This alternative provides a double set of loop ramps on both sides of the I Street bridge on the east side of the river. The north ramp ties into the Sacramento River Trail and the south ramp ties into a pedestrian pathway that takes users towards the existing 2nd Street and future location of the 2nd Street and H Street extension. The ramps descend at a constant grade (4.75%). The use of circular loop ramps will necessitate the use of cast-in-place concrete slabs or specialized steel structures. Pedestrian stairways are included on the south and north sides of the bridge leading users to a future pedestrian pathway that will allow pedestrians to access Old Sacramento or the Sacramento Valley Station on the south side and to the river trail leading toward the future Powerhouse Science Center on the north side. See Figure 7 below and detailed Exhibit V and VII in **Appendix C**. This alternative avoids direct impacts to the California State Railroad Museum, however, will need to be coordinated with the possible future railroad museum expansion. This alternative also avoids impacts within the railroad right-of-way by connecting to existing portions of the approach ramps proposed to remain. There is an existing underground fiber optic line running parallel to the I Street bridge on the north side that will need to be avoided by the north loop ramp foundations. These ramps provide good connectivity to bicycle users recreationally using the Sacramento River Trail as well as commuters to and from downtown Sacramento. The placement of the loop ramp on the south side of the I Street Bridge leading bicyclists towards 2nd Street acknowledges current bicycle use along 2nd Street through Old Sacramento as through bicyclists use this route to avoid the mix of cobblestone, boardwalk and gravel streets in Old Sacramento along the riverfront. This alternative still provides connectivity to pedestrians accessing Old Sacramento or the Sacramento Valley Station.

Figure 7: Sacramento Approach Ramp Alignment Alternative 4



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Stairways are proposed in addition to ramp at all access points to provide a more direct route for pedestrians. These will help to reduce pedestrian traffic on ramps that will be trafficked by bicycles reducing the risk of collisions. Stairways will also have runner rails placed on them making bicycle transport up and down stairways easier for those bicyclists inclined to take the stairs rather than bike up or down a ramp. Figure 8 below shows an example staircase.

Figure 8: Pedestrian Staircase with Bicycle Runner Rails.



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Right-Of-Way Impacts

Table 3 shows the expected ROW impacts for the various alignment alternatives. As shown in Table 3, Alternative 2 is expected to have significantly larger right-of-way impacts than Alternative 1. Alternatives 3 and 4 are expected to have similar right-of-way impacts. As noted previously, none of the alternatives will be interacting with Union Pacific right-of-way in anyway by connecting ramps to existing portions of approach ramps proposed to remain. Right-of-way impacts are shown in the detailed exhibits included in **Appendix C**.

Table 3: Right-Of-Way Impacts

Alternative	APN	Owner	TCE (acre)	Acquisition (acre)
Alt. 1 West Sacramento Tight Switchbacks	010-373-001	Fat Frank's Inc	0.150	0
	010-373-012	City of West Sacramento	0.026	0.001
	010-372-001	Overhouse Rev Trust Etal.	0.092	0.183
	Total =		0.268	0.184
Alt. 2 West Sacramento Curved Ramps	010-373-001	Fat Frank's Inc	0.150	0
	010-373-012	City of West Sacramento	0.026	0.001
	010-372-001	Overhouse Rev Trust Etal.	0.070	0.150
	010-372-002	Overhouse Rev Trust Etal.	0.200	0.400
	Total =		0.446	0.551
Alt. 3 Sacramento River Trail Connections	002-0010-056	Downtown Railyard Venture LLC	0.12	0.50
	006-0011-006	State of California	0.25	0.25
	Total =		0.37	0.75
Alt. 4 Sacramento 2nd & H St Connection to River Trail	002-0010-056	Downtown Railyard Venture LLC	0.12	0.50
	006-0011-006	State of California	0.15	0.30
	Total =		0.27	0.80

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Existing Utility Conflicts

Utility mapping requests were sent to various local utility owners. Responses were received from the following owners and existing utilities mapped to identify potential conflicts. Known utilities are shown on the detailed exhibits included in **Appendix C**.

- AT&T
- City of West Sacramento
- Comcast
- Kinder Morgan
- CenturyLink
- MCI
- PG&E
- Qwest
- Sprint

The following potential utility conflicts were noted and should be considered and studied during final design.

- Overhead electric PG&E line along the north side of the existing C Street approach ramp to the I Street bridge may be in conflict with proposed elevated ramp structures on the north side of the I Street Bridge for both Alternatives 1 and 2. It is anticipated that this line will need to be relocated or raised due to anticipated unavoidable conflicts with any elevated ramp on the north side of the I Street Bridge on the West Sacramento side of the river. The location of this line is shown in the detailed exhibits in Appendix C.
- Underground telephone MCI line along both sides of the railroad track on both the Sacramento and West Sacramento sides of the river will need to be avoided with proposed elevated ramp structure foundations for all Alternatives. It is anticipated that the design of the approach ramps will be able to be adjusted to avoid any conflicts with this line.
- Underground fiber optic CenturyLink line along the north side of the railroad right-of-way will need to be avoided with proposed elevated ramp structure foundations on the north side and east of the I Street Bridge for all Alternatives. It is anticipated that the design of the approach ramps will be able to be adjusted to avoid any conflicts with this line.

Based upon potential existing utility conflicts, there is no apparent advantage to selecting one alternative over another.

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Preliminary Cost Estimate

Planning level construction cost estimates were prepared for the various ramp alternatives and are shown in Table 4 below. These costs include contingencies appropriate for this stage in the project. As shown in the cost estimate below, Alternative 1 is expected to cost slightly less than Alternative 2. Alternatives 3 and 4 are expected to have equal costs.

Table 4: Ramp Alternatives Preliminary Cost Estimate (2018 Dollars)

Alternative	Ramp Location	Ramp Area (SF)	Unit Cost (\$/SF)	Cost
Alt. 1 West Sacramento Tight Switchbacks	South Side (prefabricated steel truss)	4,000	\$ 560	\$ 2,240,000
	North Side (prefabricated steel truss)	4,500	\$ 560	\$ 2,520,000
	Total =			\$ 4,760,000
Alt. 2 West Sacramento Curved Ramps	South Side (cast-in-place concrete slab)	5,000	\$ 490	\$ 2,450,000
	North Side (cast-in-place concrete slab)	5,500	\$ 490	\$ 2,695,000
	Total =			\$ 5,145,000
Alt. 3 Sacramento River Trail Connections	South Side (cast-in-place concrete slab)	6,000	\$ 490	\$ 2,940,000
	North Side (cast-in-place concrete slab)	6,000	\$ 490	\$ 2,940,000
	Total =			\$ 5,880,000
Alt. 4 Sacramento 2nd St & H St Connection to River Trail	East Side (cast-in-place concrete slab)	6,000	\$ 490	\$ 2,940,000
	North Side (cast-in-place concrete slab)	6,000	\$ 490	\$ 2,940,000
	Total =			\$ 5,880,000

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Alternative Selection

The Project Delivery Team reviewed the approach ramp alignment alternatives and selected Alternative 2 on the West Sacramento side as well as Alternative 4 on the Sacramento side as their preliminary preferred alternatives:

- Alternative 2 West Sacramento Curved Ramps was selected based upon similar connectivity as Alternative 1 but providing a much more enhanced user experience. The enhanced experience was determined to outweigh the larger expected impacts and costs of Alternative 2.
- Alternative 4 Sacramento 2nd St & H St Connection to River Trail was selected based upon preferring to provide connectivity towards downtown Sacramento, the Sacramento Valley Station and the known bike route through Old Sacramento along 2nd Street. This alternative also avoids impact to the California State Railroad Museum railroad maintenance spur line.

MEETING DATE: June 17, 2020

ITEM # 6

SUBJECT:

CONSIDERATION OF APPROVAL OF A 2-YEAR CONTRACT RENEWAL WITH NOMAD TRANSIT LLC EXTENDING THE WEST SACRAMENTO ON-DEMAND RIDESHARE PROGRAM THROUGH FISCAL YEAR 2021/22 AND RESOLUTION 20-53 ALLOCATING UP TO \$2.032M TO SUPPORT OPERATIONS THROUGH FISCAL YEAR 2020/21

INITIATED OR REQUESTED BY:

Council Staff
 Other

REPORT COORDINATED OR PREPARED BY:

Sarah Strand, Senior Transportation Planner
Capital Projects & Transportation Department

ATTACHMENT Yes No Information Direction Action

OBJECTIVE

The purpose of this report is to request City Council approval of a 2-year contract renewal with NoMad Transit LLC (Attachment 1 - Amendment No.1 to the Amended & Restated Contract approved on May 1, 2019) extending the West Sacramento On-Demand Rideshare Program (the "Program") through Fiscal Year 2021/22 and Resolution 20-53 allocating up to \$2.032 to support operations through Fiscal Year 2020/21.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council:

- 1) Find approval of Amendment No.1 to the amended and restated contract approved on May 1, 2020 with NoMad Transit LLC exempt from CEQA under the General Rule exception provided for by Section §15061(b)(3); and
- 2) Approve Amendment No.1 to the Amended & Restated Contract approved on May 1, 2019 with NoMad Transit LLC, extending operations of the West Sacramento On-Demand Rideshare program through June 30, 2022 with annual contract expenses in an amount not to exceed \$1,917,000; and
- 3) Approve Resolution 20-53 allocating a total program budget of up to \$2,032,000 from the Transportation Development Act (TDA) Fund in Budget Unit 202-9220-5259 towards the funding of the Program.

BACKGROUND

The West Sacramento On-Demand Rideshare Program was launched as a 1-Year Pilot on May 14, 2018 following robust Transportation, Mobility, and Infrastructure (TMI) Commission and City Council engagement dating back to June 2016. The Program was initially developed in response to Council direction to explore a more flexible, innovative public transit model that better served resident needs, as fixed route bus service continued to experience increased costs alongside declining ridership. Following a competitive procurement, the City selected NoMad Transit LLC, a wholly owned subsidiary of Via Transportation Inc. to Pilot a shared, on-demand transportation service with flexible stops, schedules, and fleet supply.

On May 1, 2019, the City Council approved an amended and restated contract continuing the rideshare program through June 30, 2020, which included significant fleet and service hour expansions, supported by a \$2.02M allocation from the Transportation Development Act (TDA) Fund.

On May 20, 2020, staff conducted a workshop with City Council to solicit feedback on a proposed 2-year contract extension accompanied by a 1-year budget allocation request to continue operating the On-Demand Rideshare program through June 30, 2022. At that time, the City Council expressed general support and took action to direct staff to return no later than June 17, 2020 with a final contract extension and budget allocation request for City Council's consideration of approval.

Consistent with City Council's May 20th feedback and direction, the purpose of this report is to submit for City Council consideration of approval Amendment No.1 to the Amended & Restated Contract with NoMad Transit LLC approved on May 1, 2019 (Attachment 1) extending the contract term for two (2) years, through FY 2021/22, and to request approval of Resolution 20-53, authorizing the budget allocation necessary to fund the contract and associated City staff time for program operations for one (1) year, through FY 2020/21.

ANALYSIS

A summary of key operational features and minor changes to be made in FY 2020/21 is included below:

	FY 2019/20 On-Demand Rideshare Contract Terms	FY 2020/21 On-Demand Rideshare Contract Terms
Fleet Supply	11 Vehicles (2 WAV)	11 Vehicles (3 WAV) [+Optional Expansion: 14 Vehicles (+3 EVs)]
Hours of Operation	<i>No Proposed Changes</i>	
Service Hours	Contract Term: 13.5 months Projected: 54,000 hrs Actual: <i>Est.</i> 44,000 hrs*	Contract Term: 24 months Projected: 52,893 hrs/year [+Optional EV Expansion: 67,318 hrs]
Contract Rates	Operations: \$38.62/hr Customer Support (1 FTE): \$25/hr	Operations: \$38.34/hr (+WAV retrofit) [+Optional EV Expansion: \$38.12/hr] Customer Support (1.25 FTE): \$25/hr
Ridership	<i>Est.</i> 160,000	<i>Est.</i> 193,770
Contract Budget	Projected: <i>Not to Exceed</i> \$1,905,000 Actual Spent: <i>Est.</i> \$1,735,000* [Rollover: <i>Est.</i> \$400,000]*	Projected: <i>Not to Exceed</i> \$1,917,000 [+Optional EV Expansion: \$2.3M]

* Includes estimates for May & June 2020.

Summary of FY 2020/21 Service Plan & Operational Modifications

- Maintains service levels consistent with FY 2019/20 operations, with slightly less growth anticipated as ridership recovers from the impacts of the COVID-19 pandemic.
- Retrofit one (1) existing dedicated vehicles to be Wheelchair Accessible Vehicles (WAVs), for a total of three (3) WAVs out of eleven (11) total dedicated fleet vehicles.
- Increase from 1 Full-time Employee (FTE) dedicated Customer Support up to 1.25 FTE.
- Optional Electric Vehicle (EV) Expansion rates included in contract, subject to City Council approval and availability of funds. Staff to return at a later date to explore use of Plug-in Partnership funding to support potential EV expansion, or conversion of existing fleet.
- Unless otherwise directed by City Council, FY 2020/21 service levels and associated rates would be maintained for the following FY 2021/22, as well.
- Note: Costs associated with COVID-19 mitigation have been broken out as a stand-alone expense in the Schedule of Fees (Exhibit B) included in Amendment No.1 (see Attachment 1 for reference).

See **Attachment 1** for Amendment No. 1 to the Amended and Restated Contract with NoMad Transit LLC, previously approved on May 1, 2019, including the updated Exhibit B - Schedule of Fees reflecting rates that would be set for both the FY 2020/21 planned operations, and optional EV expansion.

One minor deviation from the draft Amendment presented to City Council on May 20 is included in Attachment 1. Mitigation measures in response to the COVID-19 pandemic were broken out as separate line item. The expenses shown include installing plexiglass partitions and providing a supply of disinfectant wipes in vehicles to protect both drivers and riders, and increasing the frequency of full-vehicle cleanings and disinfecting from biweekly up to daily. As shown in the revised Schedule of Fees (Attachment 1 – Exhibit B), the total annual cost associated with COVID-19 mitigation is estimated at roughly \$54,000. Separating these costs out will facilitate potential reimbursement as a COVID-related expense, should they be deemed eligible.

Should the need to clean vehicles daily be alleviated due to changes related to the ongoing COVID-19 pandemic (i.e. reduce cleanings to every other day), any associated cost savings are proposed to be reallocated to support additional service hours on the platform, if merited by demand. Staff would keep the City Council apprised of any changes through planned quarterly updates moving forward, providing regular opportunities for further feedback and direction on the Program.

Resolution 20-53: Budget Allocation Request

As reflected in Attachment 2 (Resolution 20-53), a total FY 2020/21 program budget allocation in the amount of \$2.032M is requested from the Transportation Development Act (TDA) Fund in Budget Unit 202-9220-5259. All

FY 2019/20 fare revenues and unspent funds, estimated to total \$400,000, are requested to be reallocated to the FY 2020/21 program budget.

At the end of the FY 2019/20 contract term, staff will determine the precise amount of remaining FY 2019/20 funds available to apply toward the FY 2020/21 expenses. With the approval of Resolution 20-53, the City Council would authorize staff to submit a claim for up to \$2.032 in the FY 2020/21 annual TDA claim, less the total amount of rollover from FY 2019/20.

A detailed breakdown of contract expenses is included in Attachment 1 – Exhibit B. A summary of total program expenses and funding sources is included in the Budget/Cost impact section below.

Environmental Considerations

On May 1, 2020, the City Council found the award of the amended and restated contract with NoMad Transit LLC for FY 2019 rideshare operations to be exempt from CEQA under the General Rule exception provided for by Section § 15061(b)(3).

This project is exempt from CEQA as it can be seen with certainty that there is no possibility the activity in question may have a significant effect on the environment. (State CEQA Guidelines Section 15061 (b)(3)). The fundamental definition of a "significant effect" under CEQA is "a substantial adverse change in physical conditions". Per this definition, it is clear that the operation of up to eleven (11) 6-passenger shared-ride vehicles utilizing existing infrastructure with the intent of encouraging pooling and reducing traffic impacts by shifting community members out of higher VMT (Vehicle Miles Travelled) generating modes (i.e. single occupancy driving or ridehailing) does not constitute a significant impact.

Moreover, the project is within the scope of the EIR prepared for the General Plan 2035, and no new or substantially more adverse impacts would occur through implementation of the proposed project. The project directly implements multiple Mobility Element Policies aimed at providing a multi-modal transportation system that supports various modes and benefits community and environmental health. As a result, no new environmental document is required, consistent with State CEQA Guidelines Section 15162 and 15168(c)(2).

Commission Recommendation

Per the request of the Transportation, Mobility and Infrastructure (TMI) Commission, staff will have provided an informational update on West Sacramento On-Demand Rideshare program at a Special Meeting on June 8, 2020. Due to internal reporting deadlines, the timing of this meeting will have prevented staff from soliciting a recommendation or incorporating TMI Commission comments into this written report to City Council. However, any TMI Commission comments forwarded by motion to the City Council on this matter will be provided.

Strategic Plan Integration

This project advances the 2019 Strategic Plan Policy Agenda item, "Via Renewal & Service Enhancement."

Alternatives

The Council's primary alternatives are:

1. Staff recommends that the City Council find approval of Amendment No.1 to the amended and restated contract approved on May 1, 2020 with NoMad Transit LLC exempt from CEQA under the General Rule exception provided for by Section §15061(b)(3); approve Amendment No.1 to the Amended & Restated Contract approved on May 1, 2019 with NoMad Transit LLC, extending operations of the West Sacramento On-Demand Rideshare program through June 30, 2022 with annual contract expenses in an amount not to exceed \$1,917,000; and, approve Resolution 20-53 allocating a total program budget of up to \$2,032,000 from the Transportation Development Act (TDA) Fund in Budget Unit 202-9220-5259 towards the funding of the Program.
2. Council may elect to approve the amended and restated contract, but redirect staff to utilize alternative funding sources to fund this project. This alternative is not recommended at this time as staff has developed this recommendation with City Council feedback and requires timely authorization to prepare the FY 2020 TDA Claim. However, staff will proceed in any manner otherwise directed by the City Council.
3. Council may elect not to approve Amendment No. 1 to the amended and restated contract at this time. This alternative is not recommended, as the current contract with NoMad Transit LLC expires on June 30, 2020. This alternative would cause the West Sacramento On-Demand Rideshare Program to cease operations unless or until a contract extension was approved.

Coordination and Review

This report was prepared by the Transportation & Mobility Division of the Capital Projects & Transportation Department and received review from the Administrative Services – Finance Division, City Attorney’s Office, and City Manager’s office.

Budget/Cost Impact

Approval of Amendments No.1 to the Amended & Restated Contract with NoMad Transit LLC (Attachment 1) would extend the contract termination date to June 30,2022 with annual operating costs in an amount not to exceed \$1.917M. Approval of Resolution 20-53 (Attachment 2) would authorize the allocation of \$2.032M in TDA funds (inclusive of all remaining funds from FY 2019/20 program budget) necessary to support FY 2020/21 operations of the West Sacramento On-Demand Rideshare program, as summarized below:

Expenses

Contract for Services with NoMad Transit LLC:	\$1,917,000
City Staff Time & Materials:	\$ 115,000
Total FY 2020/21 Program Expenses	\$2,032,000

Funding Sources

Est. FY 2019/20 Fare Revenues	\$250,000
Est. Unspent FY 2019/20 TDA Balance	\$150,000
Total New TDA Funds Requested FY 2020/21	\$1,632,000
Total	\$2,032,000

Less the estimated \$400,000 in combined FY 2019/20 unspent budget and fare revenues anticipated to roll over to the FY 2020/21 program budget, a total of only \$1,632,000 in additional TDA funds [*Budget Unit 202-9220-5259*] would be requested to support FY 2020/21 rideshare operations.

Exclusive of the FY 2020/21 TDA apportionment estimated below, the City’s current unrestricted TDA reserve balance is approximately \$4.5M. Revised TDA apportionments are anticipated in the coming months and are likely to reflect reductions of 30% or more relative to the “No Impact” column shown below. Should City Council approve Amendment No.1 and Resolution 20-53, the following impacts to the TDA Fund (Fund 202) budget could be expected:

FY20/21 TDA Findings of Apportionment (Revenue): <i>Current vs. 30% Reduction from COVID-19 Impacts</i>	No Impact Appx. \$4.07M <i>(\$3.6M LTF/\$.47M STA)</i>	Est. 30% Reduction Appx. \$2.84M <i>(\$2.5M LTF/\$337M STA)</i>
ESTIMATED FY 20/21 TDA Claim (Expenses):	Appx. \$3.17M	Appx. \$3.17M
<i>WS On-Demand Rideshare</i>	<i>(Appx. \$1.632M)</i>	<i>(Appx. \$1.632M)</i>
<i>Yolobus Fixed Route & Paratransit</i>	<i>(Appx. \$1.54M)</i>	<i>(Appx. \$1.54M)</i>
Potential Impact to TDA Reserve Balance	+\$900,000	(-\$330,000)
Remaining Unrestricted TDA Reserve Balance	Appx. \$5.4M	Appx. \$4.17M

The City Council will have an additional opportunity to review the comprehensive impacts to the TDA fund when staff returns with the FY 2020/21 TDA Claim for consideration of approval in the coming months.

ATTACHMENT(S)

- 1) Amendment No. 1 to the Amended and Restated Contract with NoMad Transit LLC
- 2) Resolution 20-53

AMENDMENT NO. 1
to the
AMENDED AND RESTATED CONTRACT FOR SERVICES
between the
CITY OF WEST SACRAMENTO
and
NOMAD TRANSIT LLC
Dated May 1, 2019

This Amendment No. 1 (the "Amendment") to the Amended and Restated Contract for Services dated May 1, 2019 (the "Existing Contract") by and between the City of West Sacramento ("the City") and NoMad Transit LLC ("the Contractor") is made and entered into this 17th day of June, 2020. Except as expressly amended herein, the Existing Contract is in full force and effect.

RECITALS

WHEREAS, the City and Contractor entered into the Existing Contract for Contractor to provide citywide public transportation services, including the technology, customer support and professional services for the design, marketing, operations and maintenance of the West Sacramento On-Demand Rideshare program (the "Program"); and

WHEREAS, on December 11, 2019 the City Council conditionally approved a certain amendment to the Existing Contract which was not found to be mutually agreeable by the Contractor and therefore never entered into by the parties, and as such the parties have elected to make the changes set out in This Amendment instead; and

WHEREAS, the City and Contractor desire to extend the Existing Contract through June 30, 2022; and

WHEREAS, the City and Contractor desire to modify the Existing Contract as provided herein.

NOW, THEREFORE, IT IS MUTUALLY AGREED by the parties hereto to amend said agreement as set forth below. Stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) is to be deleted and bold and underlined text (indicated textually in the same manner as the following example: **Bold and underlined text**) is to be added as follows:

Part I: Amendments

A. Amendments to Main Contract Provisions.

1. **Section 2.A** is revised as follows: "The services of Contractor are to commence on May 14, 2019 and terminate on June 30, 2020~~2~~ and shall be undertaken and completed in accordance with the service parameters set forth by **Exhibit "A"** and ~~the Schedule of Performance attached hereto and incorporated herein by this reference as **Exhibit "B"**.~~"
2. **Section 2.B** is deleted in its entirety.

3. **Section 3 is revised as follows:** "Contractor shall perform all services in accordance with the ~~Schedule of "Performance set forth in Exhibit ""B""~~ **Scope of Work**; however, the Parties acknowledge that the nature of the service is dynamic and subject to potential changes to maximize ridership, reduce costs, and/or enhance mobility. The Parties shall meet periodically, in accordance with the Scope of Work, to determine whether adjustments should be made to the ~~Schedule of Performance or to the Program~~ service parameters. Upon agreement of the Parties, the services may be modified...."
4. **Section 4.A** is revised as follows:
 - a) In the first sentence, "Exhibit C" is replaced by "Exhibit B".
 - b) The last sentence of the subsection is deleted in its entirety and replaced by the following: **"As applicable, California Public Utilities Commission Access for All Fees will be invoiced to the City separately on an actual pass-through basis at the end of each fiscal quarter."**
5. **Section 4.B** is revised as follows: The last sentence of the subsection is deleted in its entirety.
6. **Section 4.E** is revised as follows: "Payment for purchased transportation services shall be reimbursed to the Contractor based upon the actual transportation services rendered by Transportation Network Company (TNC) ~~drivers~~ ~~partners~~ ~~independently contracted by the Contractor or subcontracted~~ Wheelchair Accessible Vehicle (WAV) ~~services~~ **drivers** and shall include wages and driver acquisition incentives owed to TNC and WAV ~~drivers~~ ~~partners~~, and overhead costs such as insurance, storage, maintenance and repair of the Metris fleet vehicles, subsidies for promotional fares, and costs associated with driver-related compliance."
7. **Section 10.A** is revised as follows: "...~~(i) independent contractor~~ ~~drivers~~ ~~partners~~ of Contractor; ~~(ii) vehicle supply partners of Contractor offering vehicle leasing options to such driver partners...~~"
8. **Section 10.B** is revised as follows: "Contractor shall ensure that any ~~independent contractor~~ driver partner retained for driving services shall conduct background checks prior to registering each driver partner on its ridesharing platform, and reject the application of any applicant whose background check flags any of the offenses mandating rejection pursuant to Section 5445.2 of the Public Utilities Code. Contractor shall further ensure that any ~~independent contractor~~ driver partner obtain and maintain the insurance set forth in Section 15.B.3.c for the duration of the Program..."
9. **Section 15.B.3(a)** is revised as follows: "The insurance shall include, but shall not be limited to... or operations of the insured, or by its employees agents, ~~independent contractor~~ ~~drivers~~ ~~partners~~, or by anyone directly or indirectly employed by the insured."
10. **Section 15.B.3(c)** is revised as follows: "Notwithstanding the foregoing, ~~independent contractor~~ ~~drivers~~ ~~partners~~ shall maintain insurance coverage in accordance with state law, including all insurance requirements for Transportation Network Company (TNC) drivers set forth by the California Public Utilities Commission."

B. Amendments to Contract Exhibits.

1. **Exhibit A** to the Existing Contract is renamed “FY 2020/21 – FY 2021/22 Scope of Work” and is hereby amended as follows:
 - a) The Second Paragraph in the first page is revised as follows: In the last sentence, “2020” is revised to “2022”.
 - b) **Task 1.1 – Detailed Work Plan:** The first paragraph of Task 1.1 is revised as follows: ~~“The Contractor will prepare and maintain a detailed work plan in accordance with any major milestones and deadlines set forth in Exhibit B Schedule of Performance to be submitted for approval by the City Project Manager no later than 15 business days following the written request of the City Project Manager execution of the FY 2019/20 contract extension. The primary purpose of this task will be to develop a schedule for the any program expansion(s) including setting goals and deadlines by which the Program hours of operation will be fully expanded and the fleet supply will be increased to a total of eleven (11) Metris vans, inclusive of at least two (2) WAV Metris vans, and or any other product features mutually agreed upon by the Contractor and the City during the contract term.~~ **During the term of the Contact the Parties may mutually agree in writing to expand the program or modify product features. In that event Contractor will prepare and maintain a detailed work plan which will be submitted for approval by the City Project Manager no later than 15 business days following the written request of the City Project Manager**
 - c) **Task 1.2 - Regular Staff Briefings:** The third sentence of Task 1.2 is revised as follows: “Briefings will occur no less than weekly for the duration of the four (4) weeks leading up to, and for 4 weeks following the **any mutually agreed upon** ~~Service Eexpansion phase immediately following the execution of the FY 2019/20 contract extension,~~ unless otherwise agreed upon by the City Project Manager.
 - d) **Task 1.3 – Monthly Invoicing:** In the last sentence, “Exhibit C” is replaced by “Exhibit B”.
 - e) **Task 2.** The title of this task is revised as follows: **~~FY2019/20~~ Service Planning & Parameters**
 - f) **Task 2.1 – Service & Supply Planning – Wheelchair Accessible Vehicles (WAV) & Mobility Limited Riders:** The third paragraph is revised as follows: “Door-to-Door” shall be defined to mean... as deemed feasible and safe by the driver ~~partner~~. “Door-to-Door” shall not be misconstrued to mean that drivers ~~partners~~ will be required to assist riders... Upon request at the Contractor’s discretion, drivers ~~partners~~ may aid riders... This feature will include seamless routing and navigation of drivers ~~partners~~ to and from “Door-to-Door” ride request addresses.”
 - g) **Task 2.1 – Service & Supply Planning – Customer Service:** The first paragraph is revised as follows: “The Contractor shall provide high-quality customer service to both customers and drivers ~~partners~~ during the course of the contract term.”

- h) **Task 2.1 – Service & Supply Planning – Fleet/Vehicles:** The second paragraph is revised as follows: “Contractor shall cause a fleet...deployed to support the Pilot year of the Program. ~~The Contractor shall ensure that the fleet expansion occurs in accordance with the Schedule of Performance included as Exhibit B.~~ Any change to...” “As necessary, Contractor may also request City approval to establish a means for ~~independent contractor~~ drivers to drive on the Via platform using their own qualified vehicles (non-Metris fleet), for instance, during times of high demand when the Metris fleet cannot meet total demand.”
- i) **Task 2.1 – Service & Supply Planning – Drivers:** The paragraph is revised as follows: “Qualified and accredited ~~independent contractor~~ drivers will be able to gain access to the Metris fleet vehicles after being registered onto the Via system, enabling these individuals to sign up for specific daily shifts or longer periods of work. For all Program drivers ~~partners~~, Contractor shall establish driver registration and certification protocols designed to ensure compliance with applicable laws, regulations, or terms of project funding sources.
- j) **Task 2.4 – Ongoing Driver Acquisition, Registration & Regular Forums:**
- i) The first paragraph is revised as follows: “Contractor shall continue to source ~~independent contractor~~ drivers from the community and shall verify that such drivers possess all data and documentation to satisfy Via’s standards as well as local and state requirements. ~~Independent contractor~~ **D**rivers will be fully trained by Contractor, as described above....”
 - ii) The second paragraph is revised as follows: “~~Drivers~~ **D**rivers ~~partners~~ will continue to be subject to comprehensive background checks...:
 - iii) The third paragraph is revised as follows: “Contractor shall also continue to provide registration and training for ~~drivers~~ **D**rivers ~~partners~~...Additional training shall be made available for ~~drivers~~ **D**rivers ~~partners~~ who operate any WAV vehicle on the platform...Driver forums shall be offered no fewer than three times during the contract term to all active ~~drivers~~ **D**rivers ~~partners~~ in order for Contractor to share out relevant information to ~~drivers~~ **D**rivers ~~partners~~, as well as to provide an opportunity for ~~drivers~~ **D**rivers ~~partners~~ to ask questions and provide feedback...”
- k) **Task 2.5 – Vehicle Delivery & Branding:** The paragraph is revised as follows: “Contractor shall coordinate the delivery and availability of vehicles to maintain a fleet of no less than eleven 11 Mercedes Metris vehicles such that these vehicles are ready to be driven by ~~independent contractor~~ drivers on the agreed upon ~~expansion dates defined in the Schedule of Performance included as Exhibit B.~~”
2. **Exhibit B** to the Existing Contract - SCHEDULE OF PERFORMANCE FY 2019/20 West Sacramento On-Demand Rideshare is hereby deleted.
3. **Exhibit C** to the Existing Contract – FY 2019/20 SCHEDULE OF FEES is hereby replaced by the attached “**Exhibit B** - SCHEDULE OF FEES”

Part II: Previous Proposed Agreement.

The Parties expressly agree that the proposed amendment conditionally approved by the City Council on December 11, 2019, but never approved by the Contractor, is of no effect and the City Council's approval of the proposed amendment is withdrawn.

Part III: Remaining Terms Unchanged.

Except as expressly revised herein, the Existing Contract remains in full force and effect. In the event of a conflict between the Existing Contract and the terms of this Amendment No. 1, the terms set forth herein shall control.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as the date herein set forth.

CITY OF WEST SACRAMENTO

By: _____
Christopher L. Cabaldon, Mayor

NoMad Transit LLC

By: _____
Erin Abrams, Manager

APPROVED AS TO FORM

By: _____
Jeffrey Mitchell, City Attorney

ATTEST:

By: _____
Yashin Abbas, City Clerk

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EXHIBIT B - SCHEDULE OF FEES

	WSC Via Year 3 Contract Value 11-Vehicle Deployment (FY 2020/21 Fleet)				OPTIONAL - WSC Via Year 3 Contract Value 14-Vehicle Deployment (Expanded EV Fleet)			
	Price per Driver	Price per Service	Price per Ride	Total Price	Price per Driver	Price per Service	Price per Ride	Total Price
	Hour	Hour			Hour	Hour		
Year 3 Service Planning*	N/A	N/A	N/A	\$55,000	N/A	N/A	N/A	\$55,000
Supply Planning	N/A	N/A	N/A	\$0	N/A	N/A	N/A	\$0
Total Upfront Costs				\$55,000				\$55,000
Project Management	\$2.92	N/A	N/A	\$150,380	\$2.30	N/A	N/A	\$151,173
Performance Monitoring and Reporting	\$0.59	N/A	N/A	\$30,417	\$0.46	N/A	N/A	\$30,577
Marketing & Promotions Plan and Implementation	\$0.12	N/A	N/A	\$5,937	\$0.12	N/A	N/A	\$7,730
Program Operations**	\$34.72	N/A	N/A	\$1,787,233	\$34.43	N/A	N/A	\$2,267,936
Total Cost per Driver Hour	\$38.34			\$1,973,966	\$37.31			\$2,457,415
Customer Service (1.25 FTE X \$25 per hour)	N/A	\$31.25	N/A	\$186,875	N/A	\$31.25	N/A	\$186,875
Total Cost per Service Hour		\$31.25		\$186,875		\$31.25		\$186,875
Total COVID-19 Mitigation Costs*** (Est. \$4,507 monthly)				\$54,084				\$54,084
Estimated Access for All Fee****			\$0.10	\$19,377			\$0.10	\$24,662
Total Cost to West Sacramento (Incl. Fare Revenue)				\$2,289,302				\$2,778,036
Sources of Funding:								
Fare Revenue				\$373,006				\$474,735
Funding from City of West Sacramento (Excl. Fare Revenue)				\$1,916,296				\$2,303,300
Total				\$2,289,302				\$2,778,036
Driver Hours Summary:								
Total Implied Driver Hours				51,482				65,868
Implied Driver Hours (Weekly)				990				1,267
Service Hours Summary:								
Total Implied Service Hours				5,980				5,980
Total Implied Service Hours (Weekly)				115				115

Note: 14-vehicle deployment assumes 3 EVs and includes 1 spare vehicle.

* Items to be invoiced in full upon the start of Year 3.

** Includes driver pay, vehicle cost (including wheelchair accessibility retrofits), insurance, dedicated IT operations and supply admin, technology access, local & central operations support, travel expenses, rent and office expenses.

*** Includes daily, full-vehicle disinfectant and cleaning using EPA approved materials for eleven (11) dedicated Metris vans, and supply of disinfectant wipes for regular driver use in daily operation of fleet vehicles.

**** TNC Access for All Fees to be invoiced to West Sacramento quarterly on a pass through basis. Actual expenses will be based on ridership (\$0.10 per ride fee).

All expenses comprising the "Total COVID-Related Costs" shall be included in monthly billings as a separate line-item and shall include detailed documentation substantiated all expenses submitted for reimbursement. At any time during the term of the contract, should the Parties desire to modify the frequency of vehicle cleanings included in "Total COVID-Related Costs", they may do so upon written mutual agreement. Should the Parties desire to reallocate any portion of the estimated \$54,084 allocated to "Total COVID-Related Costs" to fund additional "Program Operations", written approval shall be requested from the City Program Manager, and may remain subject to additional City approvals upon notification by the City Program Manager.

The 14-Vehicle Deployment ("Expanded Fleet") option included here is presented as an optional expansion. Subject to City Council approval and allocation of additional funds, the Parties may, by means of a written instrument signed by authorized representatives of the Parties, elect to implement the Expanded Fleet option, with the expressed intent of adding three (3) alternative fuel vehicles to the fleet supply. Should the Parties mutually agree to transition to an Expanded Fleet, then the Expanded Fleet Fees referenced here shall apply for the remainder of the term for as long as such Expanded Fleet is operated.

RESOLUTION 20-53**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO APPROVING AN ALLOCATION OF UP TO \$2,032,000 FROM THE TRANSPORTATION DEVELOPMENT ACT (TDA) FUND (FUND 202) TOWARD THE FISCAL YEAR 2020/21 WEST SACRAMENTO ON-DEMAND RIDESHARE PROGRAM**

WHEREAS, the City Council approved an Amended and Restated Contract on May 1, 2020 to NoMad Transit LLC, a wholly owned subsidiary of Via Transportation Inc., to continue operations of the West Sacramento On-Demand Rideshare program, launched on May 14, 2018; and

WHEREAS, whereas the May 1, 2020 awarded contract has an expiration date of June 30, 2020, after which operations would otherwise cease and provided that, by mutual agreement, the Contract may be extended annually for a total of up to four (4) additional years; and

WHEREAS, at the May 20, 2020 City Council Workshop, the Councilmembers expressed a desire to extend the Program through Fiscal Year 2021/22, ending June 30, 2022; and

WHEREAS, Amendment No. 1 to the May 1, 2019 amended and restated Contract for Services with NoMad Transit in an amount not to exceed \$1,917,000 and up to \$115,000 in funding for City staff time are required to implement the FY 2020/21 service plan supported by City Council; and

WHEREAS, the primary goal of the Transportation Development Act (TDA) Fund (Fund 202) is to support the provision of local transit services; and

WHEREAS, the City Council desires to authorize the use of all fare revenues collected from the Program in FY 2019/20, estimated at roughly \$250,000, to be utilized to offset costs of operating in FY 2020/21; and

WHEREAS, the City Council desires to authorize the use of all remaining balance in unspent FY 2019/20 TDA funds allocated to the Program, estimated at roughly \$150,000, to be utilized to offset costs of operating in FY 2020/21; and

WHEREAS, the City's current unrestricted TDA Fund reserve balance is approximately \$4.5M and the total estimated FY 2020/21 TDA Allocation was approximately \$4M, without accounting for likely reductions caused by the COVID-19 impacts; and

WHEREAS, a total project budget of up to \$2,032,000 is required to support the FY 2020/21 West Sacramento On-Demand Rideshare Program; and

WHEREAS, the City Council desires to authorize staff to include in the FY 2020/21 TDA claim up to the \$2,032,000, less the combine total of fare revenues and unspent funds from FY 2019/20; and

WHEREAS, City Council adopted the FY 2020/21 budget on June 19, 2019 via Resolution 19-70; and

WHEREAS, the City Council adopted supplemental and CIP budgets for FY 2020/21 on September 18, 2019 via Resolution 19-93; and

WHEREAS, based upon information received subsequent to the adoption of the budget, the City Manager has prepared and proposed an amendment to budgeted revenues and expenses for the 2020/21 fiscal year; and

WHEREAS, the City Council has considered all information related to this matter, as presented at the public meetings of the City Council identified herein, including any supporting reports by City staff, and any other information provided during public meetings.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Sacramento as follows:

1. The City Council hereby approves amendments to the Capital Improvement Program (CIP) budget for the 2020-21 fiscal year as provided below:

SOURCES

\$2,032,000	202-0000-3110	TDA Funds
<u>\$2,032,000</u>	400-9900-4990/14051-4990	Transfer in from TDA Fund
\$2,032,000	Total Sources	

USES

\$2,032,000	400-9999--5530/14051-5800	WS On-Demand Rideshare
<u>\$2,032,000</u>	202-9220-5950	Transfer Out to WS On-Demand Rideshare
\$2,032,000	Total Uses	

**Note – Interfund transfers are not included in funding sources and uses totals to avoid duplication of total project budget and funding.*

As this contract spans fiscal years, any appropriation unused in FY 2020/21 will carry forward to FY 2021/22 for the remainder of the contract term.

2. The City Council hereby finds that the facts set forth in the recitals to this Resolution are true and correct and establish the factual basis for the City Council's adoption of this Resolution.
3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the West Sacramento City Council this 17th day of June, 2020 by the following vote:

AYES:
NOES:
ABSENT:

Christopher L. Cabaldon, Mayor

ATTEST:

Yashin Abbas, City Clerk

MEETING DATE: June 17, 2020

ITEM # 7

SUBJECT:

CONSIDERATION OF RESOLUTION 20-60 AUTHORIZING SUBMITTAL OF A FUNDING APPLICATION TO THE STATE OF CALIFORNIA LOCAL EARLY ACTION PLANNING GRANT PROGRAM

INITIATED OR REQUESTED BY:

Council Staff
 Other

REPORT COORDINATED OR PREPARED BY:

Elijah Ortega, Community Investment Specialist
Economic Development and Housing

ATTACHMENT Yes No Information Direction Action

OBJECTIVE

The objective of this report is to provide the Council with information needed to consider adoption of Resolution 20-60 approving a funding application to the State Department of Housing and Community Development (HCD) Local Early Action Planning Grant Program.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council:

1. Adopt Resolution 20-60 approving the submittal of a funding application to the Local Early Action Planning Grant Program; and
2. Authorize the City Manager, or his designee, to execute the application forms and all grant-related documents.

BACKGROUND

HCD released a Notice of Funding Availability for the Local Early Action Planning Grant (LEAP) program on January 27, 2020. LEAP is made available as a portion of the Local Government Planning Support Grants program pursuant to Chapter 3.1 of the Health and Safety Code (Sections 50515 to 50515.05) (Chapter 159, Statutes of 2019). LEAP provides funding to jurisdictions for:

- the preparation and adoption of planning documents,
- process improvements that accelerate housing production
- facilitating compliance in implementing the sixth cycle of the regional housing need assessment (RHNA).

The RHNA is an allocation provided by HCD that represents the number of housing units each region of the state must plan for. The Housing Element is the document that jurisdictions must use to demonstrate compliance and a plan for accommodating their RHNA. Eligible applicants are limited to local governments (i.e. cities and counties); however, local governments may partner through legally binding agreements with government agencies or entities that directly impact or influence land-use or development within the participating localities.

ANALYSIS

The LEAP funds will initially be available to eligible applicants on a noncompetitive, over-the-counter basis for an eight-month period ending August 30, 2020. Maximum award amounts are based on population estimates as of January 1, 2019. The minimum award amount is \$25,000; the City is eligible for \$150,000 in LEAP funding based on population estimates. Funds are eligible for investments that support increased housing related planning activities and facilitate accelerated housing production. Eligible activities may include a variety of planning documents and processes, including, but not limited to:

- Rezoning and encouraging development by updating planning documents and zoning ordinances, such as General Plans, community plans, specific plans, implementation of sustainable community strategies, and local coastal programs;
- Completing environmental clearance to eliminate the need for project-specific review;
- Preparing and adopting Housing Elements of a General Plan that include an implementation component to facilitate compliance with the sixth cycle RHNA;
- Other planning documents or process improvements that can be demonstrated to increase housing related planning activities and facilitate accelerating housing production

Staff is proposing to request funding for the Washington Specific Plan Update and Housing Element Update.

Washington Specific Plan Update:

A consultant was secured in December 2018 to prepare an update to the Washington Specific Plan (WSP). The consultant is supporting the drafting of a comprehensive update to the WSP, which includes development of housing production strategies in the District. The strategies will include updates to design standards, parking, transportation and infrastructure in the District. When the contract for work on the WSP was awarded, it was anticipated that city staff would complete a portion of the work related to transportation and infrastructure financing. Due to staffing changes in the interim, the city no longer has staff resources with the specialized expertise needed to complete these sections of the WSP. Staff is proposing to utilize \$73,408 in LEAP funds to complete this portion of the WSP through the use of two outside consultants with the requisite expertise.

Housing Element Update:

On April 22, 2020, the City Council approved a contract with AECOM to prepare an update to the City's current Housing Element for the 2021-2029 planning period, as mandated by state law. The Housing Element update provides a timely and extensive process by which the City can collectively and comprehensively plan for the development of housing on specific sites throughout the City. This process and the resulting documentation will expedite further development processing, identify and zone-specific housing sites, and remove uncertainty and risk for property owners and developers, thereby expanding capacity and advancing greater housing production. LEAP funding in the amount of \$76,592 will be used to complete this activity.

AECOM's contract is being paid with HCD SB2 Funds, Sacramento Area Council of Governments (SACOG) REAP funds and City General Funds. The LEAP funding in the amount of \$76,592 will be used to supplant the General Funds programmed for the Housing Element.

Environmental Considerations

This action is not a project that is subject to CEQA because it is not an activity that may cause either a direct or reasonably foreseeable indirect physical change in the environment. (Pub. Resources Code, § 21065; CEQA Guidelines §§ 15060©, 15378(a)).

Commission Recommendation

No commission recommendation was solicited for this funding application. However, the respective commissions will be involved in reviewing and providing policy direction on the Housing Element, WSP and strategy documents funded with the LEAP grant.

Strategic Plan Integration

The proposed activities in the funding application support efforts to achieve the Council's Strategic Plan Goals of a financially sound city providing quality services and a preferred place to live, work, learn and play.

Alternatives

The following alternatives are submitted for the Council's consideration:

1. Adopt Resolution 20-60 authorizing the submittal of a LEAP application; however, direct staff to program the LEAP funds for other programs; and
2. Do not adopt Resolution 20-60 and use local funds for the described activities.

Alternative 1 is not recommended because the proposed activities have been vetted with HCD's Technical Assistance Consultant, in addition to Economic Development and Housing Department and Planning Division staff. Alternative 2 is not recommended because the City would not receive any LEAP funding.

Coordination and Review

This report was coordinated with the Planning Division and Finance Division.

Budget/Cost Impact

If funded, the LEAP application will generate \$150,000 for the City's Washing Specific Plan Update and the Housing Element Update. The LEAP funds would be used to supplant the \$76,592 in General Funds previously appropriated for the Housing Element Update. The grant does not require any local funds match.

ATTACHMENT

Resolution 20-60

RESOLUTION 20-60

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO
AUTHORIZING APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT
PLANNING SUPPORT GRANT PROGRAM FUNDS**

WHEREAS, pursuant to Health and Safety Code 5015 et. Seq, the Department of Housing and Community Development (Department) is authorized to issue a Notice of Funding Availability (NOFA) as part of the Local Government Planning Support Grants Program (hereinafter referred to by the Department as the Local Early Action Planning Grants program or LEAP); and

WHEREAS, the City of West Sacramento City Council desires to submit a LEAP grant application package ("Application"), on the forms provided by the Department, for approval of grant funding for projects that assist in the preparation and adoption of planning documents and process improvements that accelerate housing production and facilitate compliance to implement the sixth cycle of the regional housing need assessment; and

WHEREAS, the Department has issued a NOFA and Application on January 27, 2020 in the amount of \$119,040,000 for assistance to all California Jurisdictions.

NOW, THEREFORE, BE IT RESOLVED the City of West Sacramento City Council ("Applicant") is hereby authorized and directed to apply for and submit to the Department the Application package.

BE IT FURTHER RESOLVED in connection with the LEAP grant, if the Application is approved by the Department, the City Manager, or his designee, is authorized to submit the Application, enter into, execute, and deliver on behalf of the Applicant, a State of California Agreement (Standard Agreement) for the amount of \$150,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the LEAP grant, the Applicant's obligations related thereto, and all amendments thereto; and

BE IT FURTHER RESOLVED the Applicant shall be subject to the terms and conditions as specified in the NOFA, and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the Application will be enforceable through the fully executed Standard Agreement. Pursuant to the NOFA and in conjunction with the terms of the Standard Agreement, the Applicant hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved Application.

PASSED AND ADOPTED this 17th day of June, 2020 by the following vote:

**AYES:
NOES:
ABSENT:**

Christopher L. Cabaldon, Mayor

ATTEST:

Yashin Abbas, City Clerk

MEETING DATE: June 17, 2020

ITEM # 8

SUBJECT:

CONSIDERATION OF APPROVAL OF AMENDED LEASE OF POLICE DEPARTMENT FACILITY AT 1025 TRIANGLE COURT

INITIATED OR REQUESTED BY:

Council Staff
 Other

REPORT COORDINATED OR PREPARED BY:

Dawna Jones, Senior Analyst
Police Department

ATTACHMENT Yes No Information Direction Action

OBJECTIVE

The purpose of this report is to request approval to amend the lease of facility space located at 1025 Triangle Court, which is used by the West Sacramento Police Department.

RECOMMENDED ACTION

1. Find that the Triangle Building Lease Renewal project is exempt from further environmental review pursuant to a Class 1 (Existing Facility) Categorical Exemption under the California Environmental Quality Act (CEQA) and find that the Exemption reflects the independent judgment of the City as lead agency under CEQA;
2. Approve as to form the attached Lease Agreement;
3. Authorize the City Manager to execute the Agreement in its final form, as shall be approved by the City Attorney.

BACKGROUND

The Police Department Headquarters has been located at 550 Jefferson Boulevard since 1995. The Headquarters building, which is owned by the City, was conceived as an interim facility to suit department needs for five to ten years. As anticipated, the Department outgrew the building and in 2005 the City Council approved a lease for the Police Department at 1025 Triangle Court, Suite 100, adjacent to the existing Police Department Headquarters (Annex Facility).

In 2007, the Police Department leased additional space in the Annex Facility and in 2009, the City Council approved a lease of the entire property (19,477 square feet), which now provides space for the Department's volunteer program, property and evidence storage, and the bike patrol program. It also houses the Department's specialty unit vehicles and equipment such as the mobile command unit, SWAT vehicle, bomb squad robot and accoutrements, and provides space for training and general storage.

On January 1, 2009, the City entered into a lease extension which expires July 31, 2020. Staff seeks to extend the terms of the lease and also maintain a first right of offer for a potential purchase of the building in the future.

ANALYSIS

Staff has conducted a market rent analysis and has negotiated a lease amendment with the owner of the Annex Facility property, Collet & PM Ltd.

The attached Second Amendment to Commercial Lease (Amendment) provides for a 5-year extension of the lease term through July 31, 2025.

The rent during the extension period is escalated from the current rent at a 1% annual rate as follows:

Year 1, from August 1, 2020 to July 31, 2021	\$10,521 per month
Year 2, from August 1, 2021 to July 31, 2022	\$10,626 per month
Year 3, from August 1, 2022 to July 31, 2023	\$10,732 per month
Year 4, from August 1, 2023 to July 31, 2024	\$10,839 per month
Year 5, from August 1, 2024 to July 31, 2025	\$10,947 per month

The Amendment also provides an option to extend the term of the lease for an additional five years following the expiration date at market rent and maintains the City's first right of offer should the property be offered for sale during the lease term. The building owner, Collet & PM Ltd., has agreed to the terms of the Amendment.

Environmental Considerations

The Triangle Building Lease Renewal project is exempt from CEQA pursuant to CEQA Guidelines Section 15301, the Class 1 Categorical Exemption. The project involves the leasing of an existing facility with negligible or no expansion of use beyond that existing. A Notice of Exemption has been prepared and is included as Attachment 2.

Commission Recommendation
Not Applicable

Strategic Plan Integration

Approval of this lease supports the City's 2019 Strategic Plan goal of "Facilities, Equipment and Vehicles Master Plan". It will allow the Police Department to maintain seamless programming and equipment storage to provide service to the community supporting the City's vision of "Our Residents Feeling Safe and Secure".

Alternatives

1. The Council may reject approval of the lease amendment in its entirety. This option is not recommended as forgoing a lease renewal would leave the Police Department with an inability to house essential programs and equipment.
2. The Council may recommend modifications to the terms of the lease amendment.

Coordination and Review

The Amendment was coordinated with staff from the City Manager's Office and has been reviewed and approved by the City Attorney. The terms of the Amendment were negotiated with the property owner's real estate broker.

Budget/Cost Impact

Funding for the lease of 1025 Triangle Court was approved by the City Council in Resolution 19-70, has been incorporated into the City's FY 2020/21 operating budgets and is sufficient to fund the FY 2020/21 lease extensions. Future lease years will be incorporated in the corresponding biennial budgets.

ATTACHMENT(S)

1. Lease Amendment
2. Notice of Exemption

SECOND AMENDMENT TO COMMERCIAL LEASE

This Second Amendment to Commercial Lease (this "Second Amendment") is made and entered into as of August 1, 2020 ("Effective Date"), by and between **Collet & PM Ltd.**, a California limited partnership, ("Lessor") and the **City of West Sacramento**, a California municipal corporation ("Lessee").

RECITALS

- A. Lessor and Lessee entered into a Commercial Lease dated January 1, 2009, as amended by an Amendment to Commercial Lease dated August 1, 2020 (the "First Amendment") (collectively, the "Lease"), for approximately 19,477 square feet of space located at 1025 Triangle Court, West Sacramento, California ("Premises").
- B. The initial Term of the Lease expires on July 31, 2020.
- C. Pursuant to Section 3.1.1 of the Lease, Lessee has exercised its renewal option to extend the Lease Term for five (5) years, through July 31, 2025, at a market rate agreed to by the parties as set forth herein.

NOW, THEREFORE, Lessor and Lessee, in consideration of the mutual promises and concessions contained in this Second Amendment, hereby agree to amend the Lease upon the following terms, covenants and conditions:

AGREEMENT

- 1. Defined Terms. Unless otherwise defined in this Second Amendment, initially capitalized terms shall have the meaning set forth in the Lease.
- 2. Lease Term. The Term of the Lease is extended to July 31, 2025 ("Expiration Date").
- 3. Monthly Rent. The Monthly Rent payments for the Renewal Term described in Section 4.2 of the Lease are hereby agreed to as follows:

Year 1, from August 1, 2020 to July 31, 2021	\$10,521.00 per month
Year 2, from August 1, 2021 to July 31, 2022	\$10,626.00 per month
Year 3, from August 1, 2022 to July 31, 2023	\$10,732.00 per month
Year 4, from August 1, 2023 to July 31, 2024	\$10,839.00 per month
Year 5, from August 1, 2024 to July 31, 2025	\$10,947.00 per month

- 4. Renewal Term: Lessee shall have the option to extend the Term of the Lease for one (1), five (5) year period following the Expiration Date ("Renewal Term"), pursuant to the terms of this paragraph ("Option"). Unless Lessee notifies Lessor by March 31, 2025 of its intention to renew this Lease, the Term of the Lease shall terminate as of the Expiration Date. If Lessee exercises its Option to renew the Lease, all terms and conditions of the Lease shall remain in full force and effect upon such renewal, except Monthly Rent, which shall be paid in accordance with Section 4.2 of the Lease as modified by the First Amendment.

6. Notices. The new Lessor address for notices to be sent in accordance with Section 19 of the Lease is as follows:

Collet & PM Ltd.
c/o Clifton Larson Allen LLP
925 Highlands Pointe Dr. Suite 450
Roseville, CA 95746

7. Miscellaneous.

(a) Binding Effect. This Second Amendment shall inure to and for the benefit of, and be binding upon each party's respective successors and assigns.

(b) Entire Agreement. This Second Amendment and the Lease contain the entire understanding and agreement between the parties and constitute an integration of the entire understanding and agreement of the parties. All prior agreements, conditions, promises, representations, understandings or warranties, whether oral or written, concerning the subject matter of this Second Amendment and the Lease are expressly superseded and have no further force and effect.

(c) Modification. This Second Amendment may not be altered, amended or modified in any respect, except by writing, duly executed by both parties.

(d) Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Second Amendment and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Second Amendment.

(e) Affirmation of the Lease. Except as expressly amended in this Second Amendment, the Lease is hereby ratified, affirmed and approved by Lessor and Lessee.

(f) Conflicting Provisions. To the extent that any of the provisions of the Lease conflict with any of the provisions of this Second Amendment, the provisions of this Second Amendment shall prevail, but all other terms of the Lease shall remain in full force and effect.

(g) Counterpart Copies. This Second Amendment may be signed in counterparts or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

(Signatures on Next Page)

IN WITNESS WHEREOF, Lessor and Lessee have executed this Second Amendment as of the Effective Date.

LESSOR:

Collet & PM Ltd.,
a California limited partnership

By: **CPM Investment, Inc.**,
a California corporation
Its: General Partner

By: _____
Bette A. Collet, CEO

LESSEE:

The City of West Sacramento,
a California municipal corporation

By: _____
Aaron Laurel, City Manager

ATTEST:

By: _____
Yashin Abbas, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

Notice of Exemption**Appendix E**

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

County Clerk

County of: Yolo

From: (Public Agency): City of West Sacramento

1110 West Capitol Ave

West Sacramento, CA 95691

(Address)

Project Title: Amended Lease for Police Department Facility

Project Applicant: City of West Sacramento

Project Location - Specific:

1025 Triangle Court

Project Location - City: West Sacramento

Project Location - County: Yolo

Description of Nature, Purpose and Beneficiaries of Project:

Extension of an existing lease for a Police Department facility

Name of Public Agency Approving Project: City of West Sacramento

Name of Person or Agency Carrying Out Project: Dawna Jones, Senior Analyst

Exempt Status: (check one):

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: Class 1 and 32
- Statutory Exemptions. State code number: _____

Reasons why project is exempt:

The project involves extending lease of an existing building with no change in use or intensity.

Lead Agency

Contact Person: David Tilley

Area Code/Telephone/Extension: 9166174645

If filed by applicant:

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

Signature: _____ Date: _____ Title: _____

Signed by Lead Agency Signed by Applicant

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

Date Received for filing at OPP: _____

MEETING DATE: June 17, 2020

ITEM # 9

SUBJECT:

CONSIDERATION AND AWARD OF VEHICLE LEASE AGREEMENT WITH THE BANCORP FOR THE LEASE OF FOUR (4) POLICE MOTORCYCLES AND ADOPTION OF RESOLUTION 20-62 APPROVING A BUDGET AMENDMENT FOR THE OUTFITTING OF FOUR (4) POLICE MOTORCYCLES AND MOTOR OFFICER EQUIPMENT IN FY 2020/21

INITIATED OR REQUESTED BY:
 Council Staff

 Other
REPORT COORDINATED OR PREPARED BY:
 Dawna Jones, Senior Analyst
Police Department
ATTACHMENT Yes No Information Direction Action
OBJECTIVE

The purpose of this report is to obtain City Council approval for a vehicle lease agreement with The Bancorp to lease four (4) motorcycles to replace four (4) police motorcycles that have exceeded their lease term agreement and to acquire authorization to appropriate funds to outfit four (4) police motorcycles and provide equipment for auxiliary traffic officers.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council:

1. Authorize the City Manager to accept a proposed vehicle lease for four police motorcycles and enter into a lease agreement with Bancorp to finance the police motorcycles; and
2. Adopt Resolution 20-62 approving a budget amendment for outfitting the motorcycles and providing equipment for auxiliary officers in FY 2020/21.

BACKGROUND

In order to ensure that the City has the vehicle fleet necessary to perform police functions, the City evaluates the replacement of vehicles based on the primary use, mileage appropriate for function, and the corresponding lifespan. The industry warranty standard for police motorcycles is a three-year, 60,000-mile factory warranty. The West Sacramento Police Department's Traffic Unit is currently staffed with a sergeant, three full-time motor officers and a part-time motor officer who is assigned to investigations but serves, as needed, for special events and traffic enforcement operations. The current staffing is achieved through the lease of four police motorcycles and one used motorcycle purchased as a buyout on a previous lease. One additional used motorcycle purchased on a lease buyout serves as a training motorcycle. The four leased motorcycles are on a three-year lease expiring April 30, 2020. Both the part-time motorcycle and the training motorcycle are seven years old and experiencing mechanical issues, which will likely incur significant cost for repair if their use is continued. It is already budgeted to purchase two of the existing leased vehicles in FY 2019/20 in order to replace the auxiliary and training motorcycles.

Changes in the traffic plan for Sutter Health Park and the continued increase in special events and activities within the Tower Bridge District and other parts of the city along with increased demand on traffic safety is taxing the current personnel in the traffic unit. There is a need to increase the size of the traffic unit to meet the current public safety needs and prepare for the development of the planned entertainment district. This size increase would be achieved through the expansion of the motorcycle fleet to allow for two additional auxiliary motorcycles to allow motor staffing increases for special events and traffic safety operations. This auxiliary motorcycle would be staffed by current sworn personnel who are motor officer trained, but not working in a motor officer assignment.

ANALYSIS

The City's Administrative Policy for procuring City vehicles has a provision in the Purchasing Procedures that encourages working with other governmental jurisdictions or purchasing agents on the procurement of City vehicles. The Purchasing Vehicles Through State Contract administrative policy states "As an administrative efficiency, it is highly encouraged that vehicles be purchased through purchasing alliances as opposed to the formal bid process. Cooperative arrangements can significantly expedite the procurement by utilizing another governmental entity's competitive solicitation process. The Purchasing Agent has determined that an identical vehicle available at or below a purchasing alliance's formal contract price from another source may be purchased without obtaining written quotes from other vendors."

Procurement of Police Motorcycles

The City used a cooperative contract under the City of Sacramento - BMW Police Motorcycles bid B17153311004. Although the contract between Long Beach BMW and City of Sacramento expired on 2/28/20, Long Beach BMW was willing to continue to honor the pricing.

Leasing of Police Motorcycles

Staff reached out to the three (3) authorized lessors provided by BMW to obtain interest rates and lease options. The Bancorp and Sparta Commercial responded, and the City selected The Bancorp as the lowest interest rate and annual cost.

Leasing Company	Term (Years)	# of Bikes	Principal	Interest Rate	Annual Payment
The Bancorp	3	4	\$125,095.20	4.625%	\$43,637.06
Sparta	3	4	\$125,095.20	5.440%	\$43,925.70
Acme Leasing	3	4	\$125,095.20	No response	No response

Police Motorcycle Outfitting

Although the costs of the four (4) motorcycle leases were included in the biennial budget for FY 2020/21, the new motorcycles require outfitting in order to perform the required police functions. The equipment of the four existing leased motorcycles are nearing the end of their useful life and are no longer suitable for the four (4) front-line motorcycles. Below is a breakdown of the requested outfitting needs and costs for the four (4) new leased police motorcycles.

Motorcycle Radios	\$30,695
Radio/Motorcycle Interface Hardware	\$9,373
Motorcycle Patrol Rifles	\$6,629
Radar Units and Mounting Equipment/Harnesses	\$6,948
Lidar Holder, Phone Mounts, Box Organizers	\$5,000
TOTAL MOTORCYCLE OUTFITTING COST	\$58,645

Auxiliary Traffic Officer Equipment

Due to the changes in the traffic plan for Sutter Health Park, anticipated increase in special events and activities within the Tower Bridge District and other parts of the city, and increased demand on traffic safety, there is a need to increase the size of the traffic unit to meet the current public safety needs and prepare for the development of the planned entertainment district. The size increase would be achieved through the expansion of the motorcycle fleet to allow for two (2) additional auxiliary motorcycles to allow motor staffing increases for special events and traffic safety operations. There is sufficient general fund appropriation for the buyout of the currently leased motorcycle. In addition, there would be no increase of staffing as this auxiliary motorcycle would be staffed by current sworn personnel who are motor trained, but not working in the full-time or part-time motor officer assignment. However, newly trained officers expanding the unit and vacancies filled due to promotions require auxiliary traffic officer equipment in order to perform the traffic safety police functions. The anticipated costs of the auxiliary traffic officer equipment is \$32,500.

Commission Recommendation

N/A

Strategic Plan Integration

These efforts support the City's vision of People Feeling Safe and Secure as it will provide outfitted police motorcycles and equipment for the Traffic Unit to carry out traffic safety and enforcement operations.

Alternatives

1. The Council could choose not to approve the award of the vehicle lease agreement.
2. The Council could choose not to approve the motorcycle outfitting and traffic officer equipment.
3. The Council could recommend revisions to the lease agreement.

4. The Council could recommend modifications to the purchase of the motorcycle outfitting and traffic officer equipment.

Coordination and Review

This report was prepared by Police Department and Finance staff.

Budget/Cost Impact

The budget for the new police motorcycle leases were adopted by Council in the Operations and Maintenance biennial budget for FY 2020/21. Staff is requesting a one-time budget appropriation of \$91,145 for the outfitting of the four (4) new leased police motorcycles and auxiliary motor officer equipment for the newly trained officers expanding the unit and filling vacancies due to promotions. The funding for this equipment is proposed to come from the City's Equipment Replacement Fund (207).

ATTACHMENT(S)

1. Resolution 20-62
2. The Bancorp Lease Quote

RESOLUTION 20-62

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO APPROVING BUDGET AMENDMENTS OF \$91,145 FOR THE OUTFITTING OF FOUR (4) POLICE MOTORCYCLES AND MOTOR OFFICER EQUIPMENT IN FY 2020/21

WHEREAS, the City Council adopted the Operations and Maintenance budget for Fiscal Years 2019-20 and 2020-21 on June 19, 2019; and

WHEREAS, The West Sacramento Police Traffic Unit enforces traffic laws to increase traffic safety and deter vehicle collisions and provides traffic control for the multitude of special events in the city; and

WHEREAS, the West Sacramento Police Department's Traffic Unit is currently staffed with a sergeant, three full-time motor officers and a part-time motor officer who is assigned to investigations but serves, as needed, for special events and traffic enforcement operations; and

WHEREAS, the current staffing is achieved through the lease of four police motorcycles and one used motorcycle purchased as a buyout on a previous lease; and

WHEREAS, the City Council, as part of that budget adoption, approved the replacement of four (4) police motorcycles in Fiscal Year 2020-21; and

WHEREAS, the equipment of the four existing leased motorcycles are nearing the end of their useful life and are no longer suitable for the four (4) front-line motorcycles, requiring the new motorcycles to be outfitted in order to perform the required police functions; and

WHEREAS, due to the changes in the traffic plan for Sutter Health Park, anticipated increase in special events and activities within the Tower Bridge District and other parts of the city, and increased demand on traffic safety, there is a need to increase the size of the traffic unit to meet the current public safety needs and prepare for the development of the planned entertainment district; and

WHEREAS, the newly trained officers expanding the unit and vacancies filled due to promotions require auxiliary traffic officer equipment in order to perform the traffic safety police functions; and

WHEREAS, funds are need in the amount of \$91,145 to cover the outfitting of the four (4) police motorcycles and additional motor officer equipment; and

WHEREAS, the City has sufficient funds available in the General Equipment Fund to fund the outfitting of the police motorcycles and additional motor officer equipment needs; and

WHEREAS, the City Council has considered all information related to this matter, as presented at the public meetings of the City Council identified herein, including any supporting reports by City staff, and any other information provided during public meetings.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Sacramento as follows:

1. The City Council hereby approves amendments to the budget for the 2020-21 fiscal year as listed below:

SOURCES:

<u>\$91,145</u>	207-0000-3110	General Equipment Fund Undesignated
Balance		
\$91,145	TOTAL SOURCES	

USES:

<u>\$58,645</u>	207-9113-5572	Police Traffic/Parking Safety Equipment-Vehicles
<u>\$32,500</u>	207-9116-5215	Police Traffic/Parking Safety Clothing/Supplies
\$91,145	TOTAL USES	

2. The City Council hereby finds that the facts set forth in the recitals to this Resolution are true and correct and establish the factual basis for the City Council's adoption of this Resolution.
3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the West Sacramento City Council this 17th day of June 2020, by the following vote:

AYES:
NOES:
ABSENT:

Christopher L. Cabaldon, Mayor

ATTEST:

Yashin Abbas, City Clerk



409 Silverside Road
Suite 105
Wilmington, DE 19809
o +1 484-574-0640
f +1 302.791.5720
thebancorp.com

City of West Sacramento
Melanie Lo
1110 West Capitol Ave, 3rd Floor
West Sacramento, CA 95691
May 28, 2020

Based on Factory Order
2020 BMW R1250RT-P Police Motorcycle

Est. Initial Title & Tags: Per DMV

50,000 Miles/Year

36 month, open-end lease
Annual Payment \$43,637.06 tax included – 4.625% rate
Termination Value \$1.00

4 - 2020 BMW R1250RT-P Police Motorcycle
No Underwriter, Administration or Doc Fee
Only outside cost would be the tags and registration for vehicle

Leasing quotes are based on current effective rates and manufacturer pricing for budgeting purposes only and are subject to change. Subject to credit approval.

I/We authorize The Bancorp to order _____ (quantity) of the above vehicles on our behalf for the lease plan indicated by our initials. I/We agree to pay any reasonable costs related to disposal of the ordered vehicle(s) in the event we refuse delivery for any reason other than a Bancorp, manufacturer, or dealer error.

Signature _____ Date _____
Name/Title _____

Please contact Rod Mitchell at (484) 574-0640 or rmitchell@thebancorp.com for additional information.

MEETING DATE: June 17, 2020

ITEM # 10

SUBJECT:

CONSIDERATION OF APPROVAL OF A CONTRACT EXTENSION FOR JANITORIAL SERVICES PROVIDED TO THE CITY OF WEST SACRAMENTO AND RESOLUTION 20-51 AMENDING THE BOOK OF FEES FOR FACILITY RENTALS

INITIATED OR REQUESTED BY:

[] Council [X] Staff

[] Other

REPORT COORDINATED OR PREPARED BY:

Heather Brophy, Business Manager

Public Works Operations & Maintenance Dept.

ATTACHMENT [X] Yes [] No

[] Information

[] Direction

[X] Action

OBJECTIVE

The purpose of this report is to execute extensions to contracts for janitorial services for all departments of the City of West Sacramento while a new Request for Proposal (RFP) to incorporate COVID-19 protocols is developed, and adoption of proposed amendments to the existing facility fee schedule.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council:

- 1) Approve an extension to the contract with Universal Building Services for janitorial services until December 31, 2020.
- 2) Approve an extension to the contract with City Wide Maintenance for janitorial services until December 31, 2020.
- 3) Authorize the City Manager, or his designee, to execute the contracts; and
- 4) Adopt Resolution 20-51 amending the Book of Fees to adopt charges for facility rental fees.

BACKGROUND

The current pre-qualified vendor list was approved by Council on July 26, 2017 after a Request for Qualifications commenced March 22, 2017. A contract extension was approved on September 18, 2019 for both qualified vendors for the remainder of the fiscal year while a new Request for Proposal (RFP) was issued. On March 2, 2020, Public Works Operations and Maintenance Department issued an RFP for janitorial services for City wide facilities with a closing date of March 20, 2020. Per the RFP, four (4) proposals were received, all were evaluated as qualified and eligible to be recommended for a pre-qualified vendor list to be maintained for a period of three (3) years.

ANALYSIS

On March 16, 2020, the City began operating under a state of local emergency in West Sacramento due to the novel coronavirus (COVID-19) outbreak. The City's local emergency declaration was preceded by related emergency declarations at the county, state, and federal level. In late March 2020, the current janitorial vendors began providing additional cleaning at three of the open and active City facilities. On March 26 and April 1, 2020, the Centers for Disease Control and Prevention (CDC) provided interim recommendations for the cleaning and disinfection for community facilities. Guidance included the cleaning and disinfection of porous surfaces, Environmental Protection Agency (EPA) registered disinfectant list, disinfection of electronics, and recommended personal protective equipment (PPE) and hand hygiene.

Due to the timing of the original RFP, the declaration of state of local emergency, and the updated recommendations from the CDC, it is recommended that a new RFP should be issued to incorporate the addition of COVID-19 specific cleaning protocols and protections.

In order to continue to ensure appropriate janitorial services for City facilities while the new RFP is being prepared and issued, staff is requesting Council approve extensions to the contracts with City Wide Maintenance and Universal Building Services through December 31, 2020.

The janitorial services required for facility rental through the Parks and Recreation Department necessitated the need to update the Book of Fees as the rates charged through the existing contract that are passed through to renters of City facilities are listed in the Book of Fees. Rather than provide a rate in the Book of Fees that must be updated annually with changes in the rates charged to the City, staff proposes an update to the Book of Fees to instead note this as a pass-through of the actual costs incurred by the City, ensuring 100% cost recovery on

janitorial services related to facility rentals. Resolution 20-51 captures these changes for janitorial services and will remain in effect for the duration of the contract.

Environmental Considerations

This action is not a project that is subject to CEQA because it is not an activity that may cause either a direct or reasonably foreseeable indirect physical change in the environment. (Pub. Resources Code, § 21065; CEQA Guidelines § 15060(c), 15378(a).)

Commission Recommendation

Not applicable.

Strategic Plan Integration

Council approval of issuing contract extensions will assist in the strategic plan goals of maintaining a *Financially Sound City Government* and to provide *Quality City Services* by ensuring compliance with City adopted policies.

Alternatives

The City Council may decide to:

- 1) Approve the Recommended Action; or
- 2) Reject the Recommended Action and direct staff to return with alternative recommendations.

Staff recommends Alternative 1 as the best way to achieve continuous janitorial services while the RFP is updated to include COVID-19 safeguards.

Coordination and Review

The preparation of the proposed contract extensions was coordinated by the City Manager's, Administrative Services, and Public Works Operations and Maintenance departments.

Budget/Cost Impact

The cost for janitorial services is budgeted within each department for each facility and approved by Council in the biennial operation and maintenance budget for FY 2020/21.

The financial impact to the Galleria, Boathouse, and Community Center rental are pass through, thus not included in the change in cost estimate. Exhibit A reflects the update to the City's Book of Fees for the facility rental pass through janitorial costs.

ATTACHMENT(S)

- 1) Resolution 20-51
- 2) Exhibit A – Facility Rental Fees Schedule
- 3) Contract(s)

RESOLUTION 20-51

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO
AMENDING THE BOOK OF FEES FOR FACILITY RENTALS**

WHEREAS, the City Council has the authority to establish fees or service charges which do not exceed the reasonable cost of enforcing regulatory activities or providing product or service; and

WHEREAS, the City Council has exercised this authority by adopting Resolution No. 89-128 establishing the City of West Sacramento Book of Fees; and

WHEREAS, this Book of Fees is amended from time to time to reflect changes in the cost of enforcing regulatory activities or providing product or service; and

WHEREAS, the City Council wishes to amend the Book of Fees to amend fees for various City services and permits which more closely relate to actual costs;

NOW, THEREFORE, BE IT RESOLVED, ORDERED, AND FOUND by the City Council of the City of West Sacramento that:

1. The Facility Rental Fee Schedule attached hereto as Exhibit A and incorporated by reference herein are hereby adopted into the City of West Sacramento Book of Fees.

2. The City Council hereby finds, based on the information and documents prepared for and presented to the Council to support this action, that the rates, fees, charges and costs approved hereby are for the purpose of and necessary for (a) meeting operating expenses, including employee wage rates and fringe benefits, (b) purchasing or leasing supplies, equipment, or materials, (c) meeting financial reserve needs and requirements, and (d) obtaining funds for capital projects necessary to maintain service within existing service areas and City boundaries.

3. The City Council finds that the fees specified by this Resolution do not exceed the cost of providing the product or service or the regulation for which the fee is levied.

4. The fees and charges adopted herein are to become effective on July 1, 2020, unless otherwise indicated on the fee schedule or provided for in California law.

PASSED AND ADOPTED by the West Sacramento City Council this 17th day of June 2020, by the following vote:

AYES:

NOES:

ABSENT:

Christopher L. Cabaldon, Mayor

ATTEST:

Yashin Abbas, City Clerk

CITY OF WEST SACRAMENTO

BOOK OF FEES

Description	Authority	Effective Date
FACILITY RENTAL FEES	Resolution 20- <u>5117-60</u>	Oct. 18, <u>2017 Jun. 3,</u> <u>2020</u>

Fee Schedule FACILITY RENTAL POLICY

1. Building attendance and/or security guard (minimum 4-hour charge) may be required for all non-City of West Sacramento uses.
2. User is responsible for cleaning facility and damages.
3. An insurance endorsement naming the City of West Sacramento as additional insured, with a minimum of \$1 million liability coverage, is required.
4. No refunds will be issued without a 14-day notice of event cancellation.

B. FIELD RENTAL FEES

City of West Sacramento Resident**

Athletic Field Rental:	\$13 per hour
Field Light Rental:	\$13 per hour
Athletic Facility Attendant:	\$15 per hour*

City of West Sacramento Nonresident***

Athletic Field Rental:	\$18 per hour
Field Light Rental:	\$13 per hour
Athletic Facility Attendant:	\$15 per hour*

* Attendant to turn on lights and provide equipment

** A Resident is considered the party renting the facility that resides in West Sacramento. Additionally, 70% of the players on the team must reside in West Sacramento. Proof of residency must be provided for each participant.

***A Nonresident is considered the party renting the facility that does not reside in West Sacramento.

C. RIVERWALK PARK RENTAL FEES

River Walk Park Rental Fees		Private Party Rates
Security Deposit (refundable)		Varies per event
Facility Attendant (if needed)		Hourly rate varies per event
Trash disposal fee (if needed)		\$200
Hourly Fee (per area*)		
Grand Staircase	Includes grand staircase and area immediately in front of the grand staircase	\$50/hr

CITY OF WEST SACRAMENTO

BOOK OF FEES

Description	Authority	Effective Date
FACILITY RENTAL FEES	Resolution 20- <u>5117-60</u>	Oct. 18, <u>2017 Jun. 3,</u> <u>2020</u>

Fee Schedule

C. (continued)

Picnic Area B	Adjacent to the south ramp. Includes 5 picnic tables and grass areas.	\$10/hr
Picnic Area C	Adjacent to the Grand Staircase. Includes grass area and 3 picnic tables	\$10/hr
Picnic Area D	Adjacent to the Grand Staircase. Includes grass area and 1 picnic table	\$10/hr
Promenade	Walkway along the entire park	\$50/hr
Entire Park	Includes all areas listed above, plus the promenade**	\$130/hr

*See Attachment 1 for the River Walk Park Map.

** No rental shall include the promenade except for Entire Park rentals. Public access shall be granted for all rentals that are not the Entire Park.

D. PARK RENTAL FEES

Picnic Area Rental Fees	Private Party Rates
Security Deposit (refundable)	Varies per event
Picnic Area Hourly Fee (per area)	\$10.00/hr
Facility Attendant (if needed)	Hourly rate varies
Trash disposal fees (if needed)	\$200

**Not all City Parks are available for rent; you must verify eligibility by contacting Parks & Recreation at (916) 617-4620*

E. BRIDGEWAY LAKES BOATHOUSE RENTAL FEES

Boathouse Rental Fees	Non-profit and Government Rates	Private Party Rates
Security Deposit (refundable)	\$250 – No Alcohol \$500 – With Alcohol	\$250 – No Alcohol \$500 – With Alcohol

CITY OF WEST SACRAMENTO

BOOK OF FEES

Description	Authority	Effective Date
FACILITY RENTAL FEES	Resolution 20- <u>5117-60</u>	Oct. 18, 2017 <u>Jun. 3, 2020</u>

Fee Schedule

Community Room September through May (during off-peak season)	\$20/hr	\$55/hr
Community Room + Patio September through May (during off-peak season)	\$30/hr	\$95/hr
Community Room June, July and August (during peak season)	\$40/hr	\$80/hr
Community Room + Patio June, July and August (during peak season)	\$50/hr	\$120/hr
Event Cleaning Fee (mandatory for any event that has 75+ people and is serving food and/or alcohol)	\$126 or up to actual costs if additional cleaning necessary <u>Charged at actual cost</u>	\$126 or up to actual costs if additional cleaning necessary <u>Charged at actual cost</u>

F. COMMUNITY CENTER ROOM RENTAL FEES

Community Center Room Rental Fees	Nonprofit and Government Rates	Private Party Rates
Security Deposit (refundable)	\$250 flat fee	\$500 flat fee
Hourly Fee:		
River Room	\$20/hr	\$50/hr
Bridge Room	\$20/hr	\$50/hr
Community Room	\$20/hr	\$50/hr
Facility Attendant (includes room setup)	\$25/hr	\$25/hr
I.T. Staff (for internet or advanced AV access)	\$31/hr	\$31/hr
Event Cleaning Fee (mandatory for any event that has 75 or more people and is serving food and/or alcohol)	\$126 or up to actual costs if additional cleaning necessary <u>Charged at actual cost</u>	\$126 or up to actual costs if additional cleaning necessary <u>Charged at actual cost</u>

CITY OF WEST SACRAMENTO

BOOK OF FEES

Description	Authority	Effective Date
FACILITY RENTAL FEES	Resolution 20- <u>5117-60</u>	Oct. 18, <u>2017 Jun. 3,</u> <u>2020</u>

Fee Schedule

Security (per hour, 4 hour minimum) 1 guard per each 125 attendees	\$25/hr <u>Charged at actual cost</u>	\$25/hr <u>Charged at actual cost</u>
Overflow Parking Lot (mandatory for events occurring Mon-Fri 8 am-5 pm)	\$40	\$40

G. BLACK BOX THEATER RENTAL FEES

Black Box Theater Rental Fees	Nonprofit and Government Rates	Private Party Rates
Security Deposit (refundable)	\$500 flat fee	\$1,000 flat fee
Hourly Fee:		
Black Box (non-performance)	\$20/hr	\$50/hr
Black Box (performance)	\$45/hr	\$85/hr
Facility Attendant (includes room setup)	\$25/hr	\$25/hr
Theater Tech	\$45/hr*	\$45/hr
I.T. Staff (for internet or advanced AV access)	\$31/hr	\$31/hr
Load in/Load out Day	\$75/day	\$150/day
Security(per hour, 4 hour minimum)	\$25 <u>Charged at actual cost</u>	\$25 <u>Charged at actual cost</u>
Overflow Parking Lot (mandatory for events occurring Mon-Fri 8 am-5 pm)	\$40	\$40

H. GALLERIA RENTAL FEES

Galleria Room Rental Fees	Nonprofit and Government Rates	Private Party Rates
Security Deposit (refundable)	\$250	\$500
Hourly Room Rental Fee (per hour/per room used)	\$20/hr	\$50/hr

CITY OF WEST SACRAMENTO

BOOK OF FEES

Description	Authority	Effective Date
FACILITY RENTAL FEES	Resolution 20- <u>5117-60</u>	Oct. 18, <u>2017 Jun. 3,</u> <u>2020</u>

Fee Schedule

Facility Attendant	\$25/hr	\$25/hr
I.T. Staff (per hour for internet or advanced AV access)	\$31	\$31
Event Cleaning Fee (mandatory for any event that has 75 or more people and is serving food and/or alcohol)	\$126 or up to actual costs if additional cleaning necessary <u>Charged at actual cost</u>	\$126 or up to actual costs if additional cleaning necessary <u>Charged at actual cost</u>
Security (per hour, 4 hour minimum) 1 guard per each 125 people	\$25 <u>Charged at actual cost</u>	\$25 <u>Charged at actual cost</u>

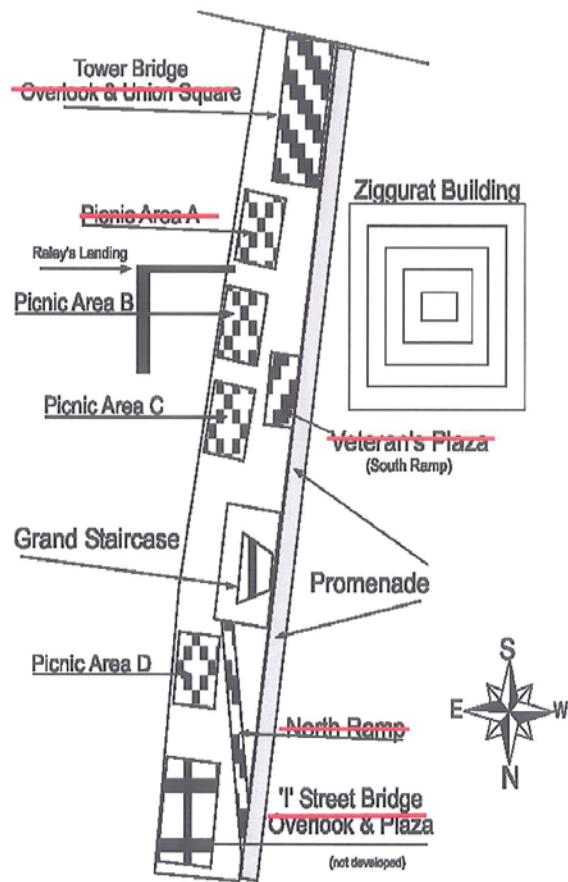
*Local nonprofits could qualify for a reduced fee.

HISTORY

<u>AUTHORITY</u>	<u>DATE</u>	<u>ACTION</u>
Res. 02-6	Jan. 9, 2001	Update fees
Res. 09-80	Jan. 1, 2010	B. delete Bldg.,Kitchen Rental column headings, add facilities, amend alcohol deposit, update fees, add SG notes; C. delete Pool Rental and Lifeguards
Res. 11-3	Feb. 1, 2011	Change schedule title, delete all rental fee designations and replace with new designations and fees
Res. 16-48	6/15/16	Combine fee schedule with Galleria Fees
Res. 17-60	10/18/17	Added trash disposal language
<u>Res. 20-51</u>	<u>06/03/20</u>	<u>Updated security and cleaning fees</u>

River Walk Park

West Sacramento, CA



CITY OF WEST SACRAMENTO

BOOK OF FEES

Description	Authority	Effective Date
FACILITY RENTAL FEES	Resolution 20-51	Jun. 17, 2020

Fee Schedule

A. CITY FACILITY RENTAL POLICY

1. Building attendance and/or security guard (minimum 4-hour charge) may be required for all non-City of West Sacramento uses.
2. User is responsible for cleaning facility and damages.
3. An insurance endorsement naming the City of West Sacramento as additional insured, with a minimum of \$1 million liability coverage, is required.
4. No refunds will be issued without a 14-day notice of event cancellation.

B. FIELD RENTAL FEES

City of West Sacramento Resident**

Athletic Field Rental:	\$13 per hour
Field Light Rental:	\$13 per hour
Athletic Facility Attendant:	\$15 per hour*

City of West Sacramento Nonresident***

Athletic Field Rental:	\$18 per hour
Field Light Rental:	\$13 per hour
Athletic Facility Attendant:	\$15 per hour*

* Attendant to turn on lights and provide equipment

** A Resident is considered the party renting the facility that resides in West Sacramento. Additionally, 70% of the players on the team must reside in West Sacramento. Proof of residency must be provided for each participant.

***A Nonresident is considered the party renting the facility that does not reside in West Sacramento.

C. RIVERWALK PARK RENTAL FEES

River Walk Park Rental Fees		Private Party Rates
Security Deposit (refundable)		Varies per event
Facility Attendant (if needed)		Hourly rate varies per event
Trash disposal fee (if needed)		\$200
Hourly Fee (per area*)		
Grand Staircase	Includes grand staircase and area immediately in front of the grand staircase	\$50/hr

CITY OF WEST SACRAMENTO

BOOK OF FEES

Description	Authority	Effective Date
FACILITY RENTAL FEES	Resolution 20-51	Jun. 17, 2020

Fee Schedule

C. (continued)

Picnic Area B	Adjacent to the south ramp. Includes 5 picnic tables and grass areas.	\$10/hr
Picnic Area C	Adjacent to the Grand Staircase. Includes grass area and 3 picnic tables	\$10/hr
Picnic Area D	Adjacent to the Grand Staircase. Includes grass area and 1 picnic table	\$10/hr
Promenade	Walkway along the entire park	\$50/hr
Entire Park	Includes all areas listed above, plus the promenade**	\$130/hr

*See Attachment 1 for the River Walk Park Map.

** No rental shall include the promenade except for Entire Park rentals. Public access shall be granted for all rentals that are not the Entire Park.

D. PARK RENTAL FEES

Picnic Area Rental Fees	Private Party Rates
Security Deposit (refundable)	Varies per event
Picnic Area Hourly Fee (per area)	\$10.00/hr
Facility Attendant (if needed)	Hourly rate varies
Trash disposal fees (if needed)	\$200

*Not all City Parks are available for rent; you must verify eligibility by contacting Parks & Recreation at (916) 617-4620

E. BRIDGEWAY LAKES BOATHOUSE RENTAL FEES

Boathouse Rental Fees	Non-profit and Government Rates	Private Party Rates
Security Deposit (refundable)	\$250 – No Alcohol \$500 – With Alcohol	\$250 – No Alcohol \$500 – With Alcohol
Community Room September through May (during off-peak season)	\$20/hr	\$55/hr

CITY OF WEST SACRAMENTO

BOOK OF FEES

Description	Authority	Effective Date
FACILITY RENTAL FEES	Resolution 20-51	Jun. 17, 2020

Fee Schedule

Community Room + Patio September through May (during off-peak season)	\$30/hr	\$95/hr
Community Room June, July and August (during peak season)	\$40/hr	\$80/hr
Community Room + Patio June, July and August (during peak season)	\$50/hr	\$120/hr
Event Cleaning Fee (mandatory for any event that has 75+ people and is serving food and/or alcohol)	Charged at actual cost	Charged at actual cost

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I.T. Staff (for internet or advanced AV access)	\$31/hr	\$31/hr
Event Cleaning Fee (mandatory for any event that has 75 or more people and is serving food and/or alcohol)	Charged at actual cost	Charged at actual cost
Security (per hour, 4 hour minimum) 1 guard per each 125 attendees	Charged at actual cost	Charged at actual cost
Overflow Parking Lot (mandatory for events occurring Mon-Fri 8 am-5 pm)	\$40	\$40

CITY OF WEST SACRAMENTO

BOOK OF FEES

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I.T. Staff (per hour for internet or advanced AV access)	\$31	\$31
Event Cleaning Fee (mandatory for any event that has 75 or more people and is serving food and/or alcohol)	Charged at actual cost	Charged at actual cost
Security (per hour, 4 hour minimum) 1 guard per each 125 people	Charged at actual cost	Charged at actual cost

CITY OF WEST SACRAMENTO

BOOK OF FEES

<u>Description</u>	<u>Authority</u>	<u>Effective Date</u>
FACILITY RENTAL FEES	Resolution 20-51	Jun. 17, 2020

Fee Schedule

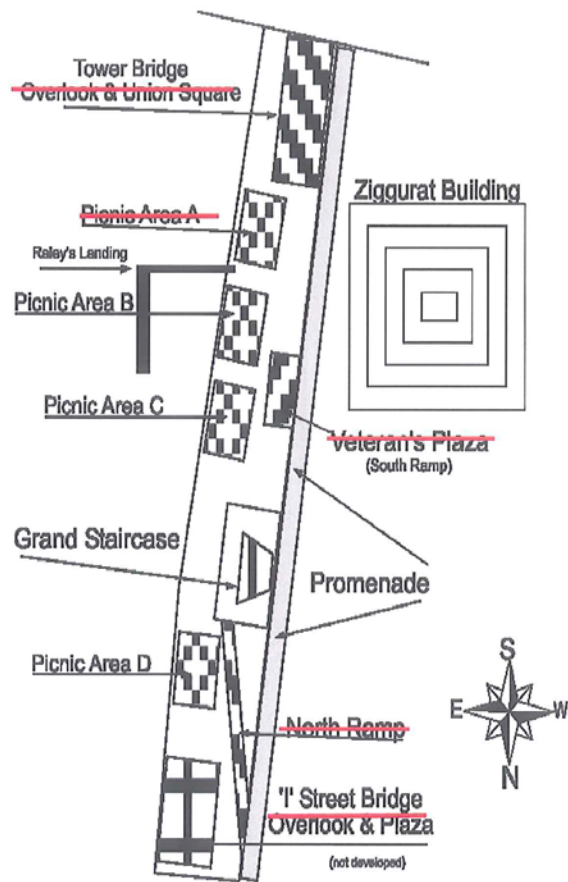
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HISTORY

<u>AUTHORITY</u>	<u>DATE</u>	<u>ACTION</u>
Res. 02-6	Jan. 9, 2001	Update fees
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Res. 17-60	10/18/17	Added trash disposal language
Res. 20-51	06/03/20	Updated security and cleaning fees

River Walk Park

West Sacramento, CA



CONTRACT FOR SERVICES

THIS CONTRACT is made on July 1, 2020, by and between the CITY OF WEST SACRAMENTO ("City"), and UNIVERSAL BUILDING SERVICES ("Consultant").

WITNESSETH:

WHEREAS, the City proposes Universal Building Services provide janitorial services to City-held property locations as listed in Exhibit A; and

WHEREAS, the Consultant has presented a proposal for such services to the City, dated March 22, 2017, (attached hereto as **Exhibit "B"**), amended on September 25, 2019 (attached hereto as **Exhibit "C"**), and is duly licensed, qualified and experienced to perform those services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES:

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in the Work Program, attached hereto and incorporated herein by this reference as **Exhibit A**. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

B. Consultant enters into this Contract as an independent contractor and not as an employee of the City. The Consultant shall have no power or authority by this Contract to bind the City in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. TERM OF CONTRACT

A. The services of Consultant are to commence upon receipt of written notice to proceed from the City and shall be undertaken and completed in accordance with the Request for Proposal and Janitorial Services Proposal attached hereto and incorporated herein by this reference as **Exhibits A, B, and C** for a term of six (6) months.

B. Consultant's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 3.

3. COMPENSATION:

A. Additional services for rental cleaning shall be billed at the agreed rate at time of request.

B. Said amount shall be paid upon submittal of a monthly billing. Consultant shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. If Consultant's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant's failure to perform in conformity with the Schedule of Performance is a documented result of the City's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 5.

C. If the work is halted at the request of the City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 4.

4. TERMINATION:

A. This Contract may be terminated by either party, provided that the other party is given not less than 30 calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.

B. The City may temporarily suspend this Contract, at no additional cost to City, provided that the Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Consultant, and the City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the City from Consultant is determined.

In the event of termination, the Consultant shall be compensated as provided for in this Contract, except as provided in Section 4C. Upon termination, the City shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

6. EXTENSIONS OF TIME:

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 5.

7. PROPERTY OF CITY:

A. It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the City, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the City which is in the Consultant's possession.

B. Additionally, it is agreed that the parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder (the "Work") to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the City.

8. COMPLIANCE WITH ALL LAWS:

A. Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract

B. Consultant warrants to the City that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this Contract.

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in **Exhibits A, B, and C** in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Consultant, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

10. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Consultant shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

11. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City which will not be unreasonably withheld. However, claims for money due or to become due Consultant from the City under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

12. INTEREST IN CONTRACT:

Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Consultant in writing that Consultant's duties under this Contract warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

13. MATERIALS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

14. LIABILITY OF CONSULTANT-NEGLIGENCE:

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

15. INDEMNITY AND LITIGATION COSTS:

Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and

expenses, including without limitation court costs and reasonable attorneys' fees, arising from Consultant's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract except such loss or damage caused by the active negligence, sole negligence, or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this Contract.

16. CONSULTANT TO PROVIDE INSURANCE:

A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract, the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish the City with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Contract. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant.

1. Worker's Compensation and Employer's Liability Insurance

a. Worker's Compensation - Insurance to protect the Consultant, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. The Consultant shall execute a certificate in compliance with Labor Code Section 1861 on the form provided in the Contract Documents.

b. Consultant shall provide a Waiver of Subrogation endorsement in favor of the City, its officers, officials, employees, agents and volunteers for losses arising from work performed by the Consultant.

2. Commercial General Liability Insurance

a. The insurance shall be provided on form CG0001, or its equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000 per occurrence and \$2,000,000 general and products/completed operations aggregates.

b. The commercial general liability insurance shall also include the following:

i. Endorsement equivalent to CG 2010 1185 naming the City, its officers, officials, employees, agents, and volunteers as additional insureds. The endorsement shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

ii. Endorsement stating insurance provided to the City shall be primary as respects the City, its officers, officials, employees and any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

iii. Provision or endorsement stating that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3. Commercial Automobile Insurance

a. The insurance shall include, but shall not be limited to, coverage for claims for bodily injury or property damage for owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000 per accident.

b. The commercial automobile insurance shall include the same endorsements required for the commercial general liability policy (see Section 16.B.2.b).

4. Professional Liability. The Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract and for five years thereafter, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than \$1,000,000 per claim.

C. In addition to any other remedy the City may have, if Consultant fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

D. No policy required by this Contract shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Consultant has provided thirty (30) days prior written notice by certified mail, return receipt requested, to the City.

E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the City.

F. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

17. MISCELLANEOUS PROVISIONS:

A. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

B. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

C. Consultant shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant.

D. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City: Tim Spinelli, Equipment & Facilities Superintendent
City of West Sacramento
Public Works Department
1951 South River Road
West Sacramento, CA 95691

Consultant:
Universal Building Services and Supply Co.
3120 Pierce St.
Richmond, CA 94804
Dario Devincenzi, Operations Manager

F. This Contract shall be interpreted and governed by the laws of the State of California.

G. Any action arising out of this Contract shall be brought and maintained in Yolo County California, regardless of where else venue may lie.

H. In any action brought by either party to enforce the terms of this Contract, each party shall be bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

[Signatures on following page]

CITY OF WEST SACRAMENTO

By: _____
Aaron Laurel, City Manager

ATTEST:

By: _____
Yashin Abbas, City Clerk

APPROVED AS TO FORM:

By: _____
Jeffrey Mitchell, City Attorney

CITY WIDE MAINTENANCE

By: _____
Title:

EXHIBIT A

City-Held Property Locations

- City Hall and Galleria
- City Hall Annex – new facility approx. 4000 sq. ft
- Police Administration and Annex
- Public Works Operations Building
- Water Treatment Plant
- Fire Station #45
- Bridgeway Lakes Boathouse and Snack Building
- Club West Teen Center
- Discovery Pre-School
- Community Center (Learning Ladder Pre-School and Senior Center)
- Recreation Center
- Parks and Recreation Operations Building
- Bus Stop Restroom – proximity of Community Center

APPENDIX A
JANITORIAL SERVICE PRICING PROPOSAL

Service Location: City Hall and Galleria

Use one (1) sheet for each of the twelve (12) West Sacramento locations below:

1. City Hall and Galleria
2. Police Administration and Annex
3. Public Works Operations Building
4. Water Treatment Plant
5. Fire Station #45
6. Bridgeway Lakes Boathouse and Snack Building
7. Club West Teen Center
8. Discovery Pre-School
9. Community Center (Learning Ladder Pre-School and Senior Center)
10. Recreation Center
11. Parks Operations Building
12. Bus Stops and Shelters

Instructions

Prospective contractors may submit a proposal for work on this document and the required attachments and deliver to the City as instructed in the Statement of Qualification.

Note: Starting salary for assigned staff must meet or exceed current economic provisions established by Service Employee's International Union Local 1877.

1. BASE CONTRACT	\$ <u>5,677</u> /MONTH
2. PAPER PRODUCTS	\$ <u>625</u> /MONTH
3. CARPET CLEANING (Semi-annual)	\$ <u>293</u> /MONTH
4. HARD FLOOR MAINTENANCE	\$ <u>456</u> /MONTH
5. WINDOW CLEANING	<u>191</u> /month
Total monthly Invoice	\$ <u>7,242</u>

5. MAN HOURS (Per week to accomplish base contract work- five days)	\$ <u>62.00</u> /WEEK
6. EXTRA EMERGENCY HOURLY RATE	\$ <u>26.51</u> /HOUR
7. EXTRA HOURLY RATE	\$ <u>21.31</u> /HOUR

COMPANY: Universal Building Services and Supply Co.

BY (SIGNATURE): 

TITLE: Dario DeVincenzi
Operations Manager

DATE OF PROPOSAL: 18 April 2017

APPENDIX A

JANITORIAL SERVICE PRICING PROPOSAL

Service Location: Police Administration and Annex

Use one (1) sheet for each of the twelve (12) West Sacramento locations below:

1. City Hall and Galleria
2. Police Administration and Annex
3. Public Works Operations Building
4. Water Treatment Plant
5. Fire Station #45
6. Bridgeway Lakes Boathouse and Snack Building
7. Club West Teen Center
8. Discovery Pre-School
9. Community Center (Learning Ladder Pre-School and Senior Center)
10. Recreation Center
11. Parks Operations Building
12. Bus Stops and Shelters

Instructions

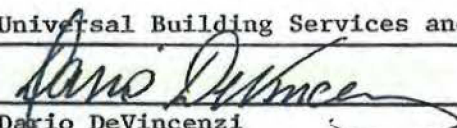
Prospective contractors may submit a proposal for work on this document and the required attachments and deliver to the City as instructed in the Statement of Qualification.

Note: Starting salary for assigned staff must meet or exceed current economic provisions established by Service Employee's International Union Local 1877.

1. BASE CONTRACT	\$ <u>3,725</u> /MONTH
2. PAPER PRODUCTS	\$ <u>325</u> /MONTH
3. CARPET CLEANING (Semi-annual)	\$ <u>98</u> /MONTH
4. HARD FLOOR MAINTENANCE	\$ <u>261</u> /MONTH
5. WINDOW CLEANING	<u>48</u> /month
Total monthly Invoice	\$ <u>4,457</u>
5. MAN HOURS	six
(Per week to accomplish base contract work- five days)	\$ <u>38.00</u> /WEEK
6. EXTRA EMERGENCY HOURLY RATE	\$ <u>26.51</u> /HOUR
7. EXTRA HOURLY RATE	\$ <u>21.31</u> /HOUR

COMPANY: Universal Building Services and Supply Co.

BY (SIGNATURE):


Dario DeVincenzi

TITLE: Operations Manager

DATE OF PROPOSAL: 18 April 2017

APPENDIX A

JANITORIAL SERVICE PRICING PROPOSAL

Service Location: Public Works Operations Building

Use one (1) sheet for each of the twelve (12) West Sacramento locations below:

1. City Hall and Galleria
2. Police Administration and Annex
3. Public Works Operations Building
4. Water Treatment Plant
5. Fire Station #45
6. Bridgeway Lakes Boathouse and Snack Building
7. Club West Teen Center
8. Discovery Pre-School
9. Community Center (Learning Ladder Pre-School and Senior Center)
10. Recreation Center
11. Parks Operations Building
12. Bus Stops and Shelters

Instructions

Prospective contractors may submit a proposal for work on this document and the required attachments and deliver to the City as instructed in the Statement of Qualification.

Note: Starting salary for assigned staff must meet or exceed current economic provisions established by Service Employee's International Union Local 1877.

1. BASE CONTRACT	\$ <u>935</u> /MONTH
2. PAPER PRODUCTS	\$ <u>150</u> /MONTH
3. CARPET CLEANING (Semi-annual)	\$ <u>66</u> /MONTH
4. HARD FLOOR MAINTENANCE	\$ <u>196</u> /MONTH
5. WINDOW CLEANING	<u>12</u> /month
Total monthly invoice	\$ <u>1,359</u>
5. MAN HOURS	four
(Per week to accomplish base contract work- five days)	\$ <u>12.00</u> /WEEK
6. EXTRA EMERGENCY HOURLY RATE	\$ <u>26.51</u> /HOUR
7. EXTRA HOURLY RATE	\$ <u>21.31</u> /HOUR

COMPANY: Universal Building Services and Supply Co.

BY (SIGNATURE): 

TITLE: Operations Manager

DATE OF PROPOSAL: 18 April 2017

APPENDIX A JANITORIAL SERVICE PRICING PROPOSAL

Service Location: Water Treatment Plant

Use one (1) sheet for each of the twelve (12) West Sacramento locations below:

1. City Hall and Galleria
2. Police Administration and Annex
3. Public Works Operations Building
4. Water Treatment Plant
5. Fire Station #45
6. Bridgeway Lakes Boathouse and Snack Building
7. Club West Teen Center
8. Discovery Pre-School
9. Community Center (Learning Ladder Pre-School and Senior Center)
10. Recreation Center
11. Parks Operations Building
12. Bus Stops and Shelters

Instructions

Prospective contractors may submit a proposal for work on this document and the required attachments and deliver to the City as instructed in the Statement of Qualification.

Note: Starting salary for assigned staff must meet or exceed current economic provisions established by Service Employee's International Union Local 1877.

1. BASE CONTRACT	\$ <u>561</u> /MONTH
2. PAPER PRODUCTS	\$ <u>50</u> /MONTH
3. CARPET CLEANING (Semi-annual)	\$ <u>66</u> /MONTH
4. HARD FLOOR MAINTENANCE	\$ <u>130</u> /MONTH
5. WINDOW CLEANING	<u>64</u> /month
Total monthly Invoice	\$ <u>871</u>

5. MAN HOURS	four	
(Per week to accomplish base contract work- five days)		\$ <u>7.00</u> /WEEK
6. EXTRA EMERGENCY HOURLY RATE		\$ <u>26.51</u> /HOUR
7. EXTRA HOURLY RATE		\$ <u>21.31</u> /HOUR

COMPANY: Universal Building Services and Supply Co.

BY (SIGNATURE): 

TITLE: Operations Manager

DATE OF PROPOSAL: 18 April 2017

APPENDIX A JANITORIAL SERVICE PRICING PROPOSAL

Service Location: Fire Station #45

Use one (1) sheet for each of the twelve (12) West Sacramento locations below:

1. City Hall and Galleria
2. Police Administration and Annex
3. Public Works Operations Building
4. Water Treatment Plant
5. Fire Station #45
6. Bridgeway Lakes Boathouse and Snack Building
7. Club West Teen Center
8. Discovery Pre-School
9. Community Center (Learning Ladder Pre-School and Senior Center)
10. Recreation Center
11. Parks Operations Building
12. Bus Stops and Shelters

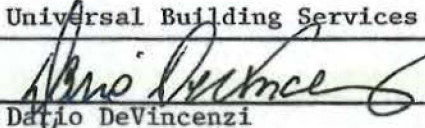
Instructions

Prospective contractors may submit a proposal for work on this document and the required attachments and deliver to the City as instructed in the Statement of Qualification.

Note: Starting salary for assigned staff must meet or exceed current economic provisions established by Service Employee's International Union Local 1877.

1. BASE CONTRACT	\$ <u>842</u> /MONTH
2. PAPER PRODUCTS	\$ <u>70</u> /MONTH
3. CARPET CLEANING (Semi-annual)	\$ <u>98</u> /MONTH
4. HARD FLOOR MAINTENANCE	\$ <u>66</u> /MONTH
5. WINDOW CLEANING	<u>14</u> /month
Total monthly Invoice	\$ <u>1,090</u>
5. MAN HOURS	four
(Per week to accomplish base contract work- five days)	\$ <u>10.00</u> /WEEK
6. EXTRA EMERGENCY HOURLY RATE	\$ <u>26.51</u> /HOUR
7. EXTRA HOURLY RATE	\$ <u>21.31</u> /HOUR

COMPANY: Universal Building Services and Supply Co.

BY (SIGNATURE): 

Dario DeVincenzi
Operations Manager

TITLE: _____

DATE OF PROPOSAL: 18 April 2017

APPENDIX A JANITORIAL SERVICE PRICING PROPOSAL

Service Location: Bridgeway Lakes Boathouse and Snack Building

Use one (1) sheet for each of the twelve (12) West Sacramento locations below:

1. City Hall and Galleria
2. Police Administration and Annex
3. Public Works Operations Building
4. Water Treatment Plant
5. Fire Station #45
6. Bridgeway Lakes Boathouse and Snack Building
7. Club West Teen Center
8. Discovery Pre-School
9. Community Center (Learning Ladder Pre-School and Senior Center)
10. Recreation Center
11. Parks Operations Building
12. Bus Stops and Shelters


Instructions

Prospective contractors may submit a proposal for work on this document and the required attachments and deliver to the City as instructed in the Statement of Qualification.

Note: Starting salary for assigned staff must meet or exceed current economic provisions established by Service Employee's International Union Local 1877.

1. BASE CONTRACT	\$ <u>94</u> /MONTH
2. PAPER PRODUCTS	\$ <u>75</u> /MONTH
3. CARPET CLEANING (Semi-annual)	\$ <u>N/A</u> /MONTH
4. HARD FLOOR MAINTENANCE	\$ <u>147</u> /MONTH
5. WINDOW CLEANING	<u>N/A</u>
Total monthly Invoice	\$ <u>316</u>
5. MAN HOURS (Per week to accomplish base contract work- ^{one} five days)	\$ <u>1.50</u> /WEEK
6. EXTRA EMERGENCY HOURLY RATE	\$ <u>26.51</u> /HOUR
7. EXTRA HOURLY RATE	\$ <u>21.31</u> /HOUR

COMPANY: Universal Building Services and Supply Co.

BY (SIGNATURE): 
Dario DeVincenzi

TITLE: Operations Manager

DATE OF PROPOSAL: 18 April 2017

APPENDIX A JANITORIAL SERVICE PRICING PROPOSAL

Service Location: Club West Teen Center

Use one (1) sheet for each of the twelve (12) West Sacramento locations below:

1. City Hall and Galleria
2. Police Administration and Annex
3. Public Works Operations Building
4. Water Treatment Plant
5. Fire Station #45
6. Bridgeway Lakes Boathouse and Snack Building
7. Club West Teen Center
8. Discovery Pre-School
9. Community Center (Learning Ladder Pre-School and Senior Center)
10. Recreation Center
11. Parks Operations Building
12. Bus Stops and Shelters

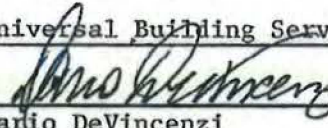
Instructions

Prospective contractors may submit a proposal for work on this document and the required attachments and deliver to the City as instructed in the Statement of Qualification.

Note: Starting salary for assigned staff must meet or exceed current economic provisions established by Service Employee's International Union Local 1877.

1. BASE CONTRACT		\$ <u>41</u> /MONTH
2. PAPER PRODUCTS		\$ <u>35</u> /MONTH
3. CARPET CLEANING (Semi-annual)		\$ <u>98</u> /MONTH
4. HARD FLOOR MAINTENANCE		\$ <u>293</u> /MONTH
5. WINDOW CLEANING		<u>9</u> /month
Total monthly Invoice		\$ <u>476</u>
5. MAN HOURS	One time per month	20.00/month OR
(Per week to accomplish base contract work- five days)		\$ <u>4.62</u> /WEEK
6. EXTRA EMERGENCY HOURLY RATE		\$ <u>26.51</u> /HOUR
7. EXTRA HOURLY RATE		\$ <u>21.31</u> /HOUR

COMPANY: Universal Building Services and Supply Co.

BY (SIGNATURE): 

Dario DeVincenzi

TITLE: Operations Manager

DATE OF PROPOSAL: 18 April 2017

APPENDIX A JANITORIAL SERVICE PRICING PROPOSAL

Service Location: Discovery Pre-School

Use one (1) sheet for each of the twelve (12) West Sacramento locations below:

1. City Hall and Galleria
2. Police Administration and Annex
3. Public Works Operations Building
4. Water Treatment Plant
5. Fire Station #45
6. Bridgeway Lakes Boathouse and Snack Building
7. Club West Teen Center
8. Discovery Pre-School
9. Community Center (Learning Ladder Pre-School and Senior Center)
10. Recreation Center
11. Parks Operations Building
12. Bus Stops and Shelters


Instructions

Prospective contractors may submit a proposal for work on this document and the required attachments and deliver to the City as instructed in the Statement of Qualification.

Note: Starting salary for assigned staff must meet or exceed current economic provisions established by Service Employee's International Union Local 1877.

1. BASE CONTRACT	\$ <u>95</u> /MONTH
2. PAPER PRODUCTS	\$ <u>40</u> /MONTH
3. CARPET CLEANING (Semi-annual)	\$ <u>5</u> /MONTH
4. HARD FLOOR MAINTENANCE	\$ <u>33</u> /MONTH
5. WINDOW CLEANING	<u>5</u> /month
Total monthly Invoice	\$ <u>178</u>
5. MAN HOURS	<u>one</u>
(Per week to accomplish base contract work- five days)	\$ <u>1.50</u> /WEEK
6. EXTRA EMERGENCY HOURLY RATE	\$ <u>26.51</u> /HOUR
7. EXTRA HOURLY RATE	\$ <u>21.31</u> /HOUR

COMPANY: Universal Building Services and Supply Co.

BY (SIGNATURE): 

TITLE: Operations Manager

DATE OF PROPOSAL: 18 April 2017

APPENDIX A

JANITORIAL SERVICE PRICING PROPOSAL

Service Location: Community Center
(Learning Ladder Pre-School and Senior Center)

Use one (1) sheet for each of the twelve (12) West Sacramento locations below:

1. City Hall and Galleria
2. Police Administration and Annex
3. Public Works Operations Building
4. Water Treatment Plant
5. Fire Station #45
6. Bridgeway Lakes Boathouse and Snack Building
7. Club West Teen Center
8. Discovery Pre-School
9. Community Center (Learning Ladder Pre-School and Senior Center)
10. Recreation Center
11. Parks Operations Building
12. Bus Stops and Shelters

Instructions

Prospective contractors may submit a proposal for work on this document and the required attachments and deliver to the City as instructed in the Statement of Qualification.

Note: Starting salary for assigned staff must meet or exceed current economic provisions established by Service Employee's International Union Local 1877.

1. BASE CONTRACT	\$ <u>3,773</u> /MONTH
2. PAPER PRODUCTS	\$ <u>600</u> /MONTH
3. CARPET CLEANING (Semi-annual)	\$ <u>98</u> /MONTH
4. HARD FLOOR MAINTENANCE	\$ <u>578</u> /MONTH
5. WINDOW CLEANING	64/month
Total monthly Invoice	\$ <u>5,113</u>
5. MAN HOURS	
(Per week to accomplish base contract work- five days)	\$ <u>42.00</u> /WEEK
6. EXTRA EMERGENCY HOURLY RATE	\$ <u>26.51</u> /HOUR
7. EXTRA HOURLY RATE	\$ <u>21.31</u> /HOUR

COMPANY: Universal Building Services and Supply Co.

BY (SIGNATURE): 

TITLE: Operations Manager

DATE OF PROPOSAL: 18 April 2017

APPENDIX A JANITORIAL SERVICE PRICING PROPOSAL

Service Location: Recreation Center

Use one (1) sheet for each of the twelve (12) West Sacramento locations below:

1. City Hall and Galleria
2. Police Administration and Annex
3. Public Works Operations Building
4. Water Treatment Plant
5. Fire Station #45
6. Bridgeway Lakes Boathouse and Snack Building
7. Club West Teen Center
8. Discovery Pre-School
9. Community Center (Learning Ladder Pre-School and Senior Center)
10. Recreation Center
11. Parks Operations Building
12. Bus Stops and Shelters

Instructions

Prospective contractors may submit a proposal for work on this document and the required attachments and deliver to the City as instructed in the Statement of Qualification.

Note: Starting salary for assigned staff must meet or exceed current economic provisions established by Service Employee's International Union Local 1877.

1. BASE CONTRACT	\$ <u>2,990</u> /MONTH
2. PAPER PRODUCTS	\$ <u>1,050</u> /MONTH
3. CARPET CLEANING (Semi-annual)	\$ <u>N/A</u> /MONTH
4. HARD FLOOR MAINTENANCE	\$ <u>708</u> /MONTH
5. WINDOW CLEANING	<u>N/A</u>
Total monthly Invoice	\$ <u>4,748</u>
5. MAN HOURS (Per week to accomplish base contract work- ^{seven} five days)	\$ <u>32.00</u> /WEEK
6. EXTRA EMERGENCY HOURLY RATE	\$ <u>26.51</u> /HOUR
7. EXTRA HOURLY RATE	\$ <u>21.31</u> /HOUR

COMPANY: Universal Building Services and Supply Co.

BY (SIGNATURE): 

TITLE: Operations Manager

DATE OF PROPOSAL: 18 April 2017

APPENDIX A JANITORIAL SERVICE PRICING PROPOSAL

Service Location: Parks Operations Building

Use one (1) sheet for each of the twelve (12) West Sacramento locations below:

1. City Hall and Galleria
2. Police Administration and Annex
3. Public Works Operations Building
4. Water Treatment Plant
5. Fire Station #45
6. Bridgeway Lakes Boathouse and Snack Building
7. Club West Teen Center
8. Discovery Pre-School
9. Community Center (Learning Ladder Pre-School and Senior Center)
10. Recreation Center
11. Parks Operations Building
12. Bus Stops and Shelters

Instructions

Prospective contractors may submit a proposal for work on this document and the required attachments and deliver to the City as instructed in the Statement of Qualification.

Note: Starting salary for assigned staff must meet or exceed current economic provisions established by Service Employee's International Union Local 1877.

1. BASE CONTRACT	\$ <u>281</u> /MONTH
2. PAPER PRODUCTS	\$ <u>12</u> /MONTH
3. CARPET CLEANING (Semi-annual)	\$ <u>9</u> /MONTH
4. HARD FLOOR MAINTENANCE	\$ <u>49</u> /MONTH
5. WINDOW CLEANING	<u>0</u> /month
Total monthly Invoice	\$ <u>351</u>

5. MAN HOURS	four	
(Per week to accomplish base contract work- five days)	five	\$ <u>4.00</u> /WEEK
6. EXTRA EMERGENCY HOURLY RATE		\$ <u>26.51</u> /HOUR
7. EXTRA HOURLY RATE		\$ <u>21.31</u> /HOUR

COMPANY: Universal Building Services and Supply Co.

BY (SIGNATURE): 

TITLE: Operations Manager

DATE OF PROPOSAL: 18 April 2017

APPENDIX A JANITORIAL SERVICE PRICING PROPOSAL

Service Location: Bus Stops and Shelters

Use one (1) sheet for each of the twelve (12) West Sacramento locations below:

1. City Hall and Galleria
2. Police Administration and Annex
3. Public Works Operations Building
4. Water Treatment Plant
5. Fire Station #45
6. Bridgeway Lakes Boathouse and Snack Building
7. Club West Teen Center
8. Discovery Pre-School
9. Community Center (Learning Ladder Pre-School and Senior Center)
10. Recreation Center
11. Parks Operations Building
12. Bus Stops and Shelters

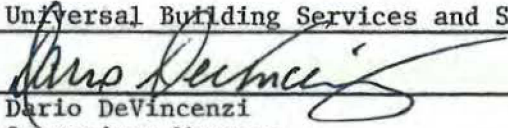
Instructions

Prospective contractors may submit a proposal for work on this document and the required attachments and deliver to the City as instructed in the Statement of Qualification.

Note: Starting salary for assigned staff must meet or exceed current economic provisions established by Service Employee's International Union Local 1877.

1. BASE CONTRACT	\$ <u>6,190</u> /MONTH
2. PAPER PRODUCTS	\$ <u>N/A</u> /MONTH
3. CARPET CLEANING (Semi-annual)	\$ <u>N/A</u> /MONTH
4. HARD FLOOR MAINTENANCE	\$ <u>N/A</u> /MONTH
5. WINDOW CLEANING	<u>N/A</u>
Total monthly Invoice	\$ <u>6,190*</u>
* - Includes labor, liners, and vehicle.	
5. MAN HOURS 32 bus stops and shelters (Per week to accomplish base contract work- five days)	\$ <u>66.00</u> /WEEK
6. EXTRA EMERGENCY HOURLY RATE	\$ <u>26.51</u> /HOUR
7. EXTRA HOURLY RATE	\$ <u>21.31</u> /HOUR

COMPANY: Universal Building Services and Supply Co.

BY (SIGNATURE): 

TITLE: Operations Manager

DATE OF PROPOSAL: 18 April 2017

EXHIBIT C
2019 Contract Amendment

All correspondence to:

3120 Pierce Street
Richmond - CA, 94804
(510) 527-1078
1-800-869-6677
Fax 510 / 526-7289
ubscs.com



JANITORIAL DIVISION

SUPPLY DIVISION

POWER SWEEPING DIVISION

September 10, 2019

City of West Sacramento
1110 West Capital Avenue, 1st floor
West Sacramento, CA 95691

Attention: Tim Spinelli

Re: Increase effective January 1, 2020

Thank you for being a customer of Universal Building Services. We appreciate your business and look forward to continuing to fulfill your janitorial requirements.

As you are aware there are State mandated/Union minimum wage increases that will go into effect on January 1, 2020. In order for UBS to continue to provide you with quality janitorial services without compromise, we are requesting an increase; your new monthly costs will be effective January 1, 2020.

Location	Address	New Monthly Cost
City Hall	1110 West Capital Avenue	\$8,113.00
Police Dept. & Annex	550 Jefferson Blvd & 1025 Triangle Court	\$4,827.00
Fire Station #45	2040 Lake Washington Boulevard	\$1,181.00
Water Treatment Plant	400 N. Harbor Boulevard	\$943.00
Public Works Main Building	1951 South River Road	\$1,472.00
Parks Maintenance Office	1951 South River Road	\$380.00
Bus Stop -Rest Room	Around community center	\$169.00
	Hourly rate	\$26.50 per hour
	Emergency Hourly rate	\$32.90 per hour
	Utility rate	\$31.00 per hour
	Emergency Utility rate	\$39.50 per hour

Should you have any questions regarding this increase, please do not hesitate to contact me at (510) 527-1078.

Again, thank you for your continued business.

Sincerely,

Universal Building Services

Dario DeVincenzi

Dario DeVincenzi
Operations Manager
DD:kc

SCOPE OF WORK

Location: Galleria, 1110 West Capitol Avenue, West Sacramento, CA 95691.

One Time Cleaning:

1. Vacuum all carpeted areas in the Galleria.
2. Sweep and mop hard floor areas including the hallways leading to the restrooms and kitchen.
3. Clean kitchen, including appliances as needed.
4. Clean restrooms on first floor, restock supplies as needed.
5. Remove all trash and recyclables.
6. Clean trash/recycle receptacles as needed.
7. Walk through of North and South patios, collect and dispose of trash as needed.

Cost of this One Time Cleaning service is \$126.00.

Additional Event Cleaning:

If the event cleanup exceeds scope of One Time Cleaning, the cleaning crew will take pictures of the areas that require additional cleaning, email them to the Rental Coordinator, and proceed with cleaning at the extra rate of \$18.00/hour.

Additional Carpet Cleaning:

Additional carpet cleaning will be provided for all Galleria carpeted areas at a flat rate of \$200.00. This cleaning will be requested and scheduled by the Rental Coordinator as needed.

Upon acceptance, please return one executed copy of this agreement.

Signature: _____ Date: _____

Title: _____ Company: _____

EXHIBIT D

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700 [Labor Code § 1861]

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

UNIVERSAL BUILDING SERVICES &
SUPPLY

By: _____
[Title]

EXHIBIT D

LABOR COMPLIANCE

1. PREVAILING WAGE

A. The Work contemplated herein constitutes a public work within the meaning of Labor Code sections 1720 and 1771. It shall be mandatory upon the Consultant and upon any Subcontractor, to pay not less than the said specified prevailing rates of wages to all workers employed by them under the Contract in accordance with Labor Code section 1774. The Director of the Department of Industrial Relations ("DIR") of the State of California has determined the general prevailing rate of wages of per diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the Contract. The Consultant acknowledges that it has examined the prevailing rate of per diem wages as established by the DIR. Copies of the current schedules for prevailing wages are on file at City Hall, and the contents of those schedules are incorporated herein as if set forth in full. The Consultant shall post a copy of the applicable prevailing wage determinations at each job site, along with any other workplace posters required by law.

B. The City will not recognize any claims for additional compensation because of the payment of prevailing wages. The possibility of wage increases is one of the elements to be considered by the Consultant in determining its proposal and will not under any circumstances be considered as the basis of a claim against the City.

C. By executing this Contract Consultant warrants that it has registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5.

2. PREVAILING WAGE RECORDS

A. The Consultant and each subcontractor shall keep an accurate payroll record which shows the name, address, social security number, correct work classification (in accordance with the wage decision), both straight and overtime worked each day and week, and hourly rate of pay, gross wages earned, deductions made and net wages paid to each journeyman, apprentice, worker or other employee paid by the Consultant /subcontractor in connection with the Work. These payroll records shall be certified and shall be made available at Consultant's principal office. These records shall be maintained during the course of the Work. The Consultant and all subcontractors shall make the certified payroll records available for inspection by City representatives upon request and shall permit such representatives to interview employees during the work hours on the job site.

B. The City shall notify the Consultant in writing of any discrepancies or violations that are discovered during such inspections. Written notification pursuant to this Section shall include the actions that will be necessary to resolve the discrepancies and/or violations. The Consultant shall be held entirely responsible for the prompt resolution of all non-compliances with the prevailing wage laws, including those pertaining to all subcontractors and any lower-tier subcontractors. The Consultant shall forfeit as penalty to the City the amount specified by law for each calendar day or portion thereof for each worker (whether employed by the Consultant or any subcontractor) paid less than the

stipulated prevailing rates for any work done under the Contract in violation of the provisions of the Labor Code and in particular, Section 1775.

C. To the extent applicable, Consultant and subcontractors shall maintain and furnish to the Department of Industrial Relations ("DIR"), a certified copy of each weekly payroll (but no less often than monthly), with a statement of compliance signed under penalty of perjury. Such certified payroll reports shall be transmitted electronically to the DIR.

D. The City will not recognize any claims for additional compensation because of the payment of the prevailing wages. The possibility of wage increases is one of the elements to be considered by the Consultant in entering into the Contract, and will not under any circumstances, other than delays caused by the City, or the City's agents, be considered as the basis of a claim against the City.

3. Labor Discrimination

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of their race, color, national origin or ancestry, physical handicap, mental condition, marital status, or sex of such person, except as provided in Section 12940 of the Government Code, and every General Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

4 Eight-Hour Day Limitation

(a) In accordance with the provisions of the Labor Code, and in particular, Sections 1810 to 1815 thereof, inclusive, incorporated herein by reference, eight hours labor shall constitute a day's work, and no worker in the employ of Consultant, or any Subcontractor, doing or contracting to do any part of the work contemplated by the Contract, shall be required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of those provisions; provided that subject to Labor Code Section 1815, a worker may perform work in excess of either eight (8) hours per day or forty (40) hours during any one week upon compensation for all hours worked in excess of eight (8) hours per day or forty (40) hours during any one week at not less than one and one-half times the basic rate of pay.

(b) The Consultant and each Subcontractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by them in connection with the Contract. This record shall be open at all reasonable hours to the inspection of the City. It is hereby further agreed that, except as provided in (a) above, the Consultant shall forfeit as a penalty to the City the sum of twenty-

five dollars (\$25) for each worker employed in the performance of the Contract by the Consultant or by any of its Subcontractors for each calendar day during which such worker is required or permitted to labor more than eight (8) hours in and one calendar day and forty (40) hours in any one calendar week in violation of Sections 1810 through 1815.

5. Compliance with State Requirements for Employment of Apprentices

(a) The Consultant's attention is directed to Section 1777.5 of the Labor Code. Provisions of said Section pertaining to employment of registered apprentices are hereby incorporated by reference into this Contract. As applicable, the Consultant or any Subcontractor employed by the Consultant in the performance of this Contract shall take such actions as necessary to comply with the provisions of Section 1777.5.

CONTRACT FOR SERVICES

THIS CONTRACT is made on July 1, 2020, by and between the CITY OF WEST SACRAMENTO ("City"), and UNIVERSAL BUILDING SERVICES ("Consultant").

WITNESSETH:

WHEREAS, the City proposes Universal Building Services provide janitorial services to City-held property locations as listed in Exhibit A; and

WHEREAS, the Consultant has presented a proposal for such services to the City, dated March 22, 2017, (attached hereto as **Exhibit "B"**), amended on September 25, 2019 (attached hereto as **Exhibit "C"**), and is duly licensed, qualified and experienced to perform those services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES:

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in the Work Program, attached hereto and incorporated herein by this reference as **Exhibit A**. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

B. Consultant enters into this Contract as an independent contractor and not as an employee of the City. The Consultant shall have no power or authority by this Contract to bind the City in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. TERM OF CONTRACT

A. The services of Consultant are to commence upon receipt of written notice to proceed from the City and shall be undertaken and completed in accordance with the Request for Proposal and Janitorial Services Proposal attached hereto and incorporated herein by this reference as **Exhibits A, B, and C** for a term of six (6) months.

B. Consultant's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 3.

3. COMPENSATION:

A. Additional services for rental cleaning shall be billed at the agreed rate at time of request.

B. Said amount shall be paid upon submittal of a monthly billing. Consultant shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. If Consultant's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant's failure to perform in conformity with the Schedule of Performance is a documented result of the City's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 5.

C. If the work is halted at the request of the City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 4.

4. TERMINATION:

A. This Contract may be terminated by either party, provided that the other party is given not less than 30 calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.

B. The City may temporarily suspend this Contract, at no additional cost to City, provided that the Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Consultant, and the City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the City from Consultant is determined.

In the event of termination, the Consultant shall be compensated as provided for in this Contract, except as provided in Section 4C. Upon termination, the City shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

6. EXTENSIONS OF TIME:

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 5.

7. PROPERTY OF CITY:

A. It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the City, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the City which is in the Consultant's possession.

B. Additionally, it is agreed that the parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder (the "Work") to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the City.

8. COMPLIANCE WITH ALL LAWS:

A. Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract

B. Consultant warrants to the City that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this Contract.

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in **Exhibits A, B, and C** in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Consultant, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

10. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Consultant shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

11. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City which will not be unreasonably withheld. However, claims for money due or to become due Consultant from the City under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

12. INTEREST IN CONTRACT:

Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Consultant in writing that Consultant's duties under this Contract warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

13. MATERIALS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

14. LIABILITY OF CONSULTANT-NEGLIGENCE:

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

15. INDEMNITY AND LITIGATION COSTS:

Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and

expenses, including without limitation court costs and reasonable attorneys' fees, arising from Consultant's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract except such loss or damage caused by the active negligence, sole negligence, or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this Contract.

16. CONSULTANT TO PROVIDE INSURANCE:

A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract, the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish the City with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Contract. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant.

1. Worker's Compensation and Employer's Liability Insurance

a. Worker's Compensation - Insurance to protect the Consultant, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. The Consultant shall execute a certificate in compliance with Labor Code Section 1861 on the form provided in the Contract Documents.

b. Consultant shall provide a Waiver of Subrogation endorsement in favor of the City, its officers, officials, employees, agents and volunteers for losses arising from work performed by the Consultant.

2. Commercial General Liability Insurance

a. The insurance shall be provided on form CG0001, or its equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000 per occurrence and \$2,000,000 general and products/completed operations aggregates.

b. The commercial general liability insurance shall also include the following:

i. Endorsement equivalent to CG 2010 1185 naming the City, its officers, officials, employees, agents, and volunteers as additional insureds. The endorsement shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

ii. Endorsement stating insurance provided to the City shall be primary as respects the City, its officers, officials, employees and any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

iii. Provision or endorsement stating that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3. Commercial Automobile Insurance

a. The insurance shall include, but shall not be limited to, coverage for claims for bodily injury or property damage for owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000 per accident.

b. The commercial automobile insurance shall include the same endorsements required for the commercial general liability policy (see Section 16.B.2.b).

4. Professional Liability. The Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract and for five years thereafter, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than \$1,000,000 per claim.

C. In addition to any other remedy the City may have, if Consultant fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

D. No policy required by this Contract shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Consultant has provided thirty (30) days prior written notice by certified mail, return receipt requested, to the City.

E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the City.

F. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

17. MISCELLANEOUS PROVISIONS:

A. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

B. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

C. Consultant shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant.

D. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City: Tim Spinelli, Equipment & Facilities Superintendent
City of West Sacramento
Public Works Department
1951 South River Road
West Sacramento, CA 95691

Consultant:
Universal Building Services and Supply Co.
3120 Pierce St.
Richmond, CA 94804
Dario Devincenzi, Operations Manager

F. This Contract shall be interpreted and governed by the laws of the State of California.

G. Any action arising out of this Contract shall be brought and maintained in Yolo County California, regardless of where else venue may lie.

H. In any action brought by either party to enforce the terms of this Contract, each party shall be bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

[Signatures on following page]

CITY OF WEST SACRAMENTO

By: _____
Aaron Laurel, City Manager

ATTEST:

By: _____
Yashin Abbas, City Clerk

APPROVED AS TO FORM:

By: _____
Jeffrey Mitchell, City Attorney

CITY WIDE MAINTENANCE

By: _____
Title:

EXHIBIT A

City-Held Property Locations

- City Hall and Galleria
- City Hall Annex – new facility approx. 4000 sq. ft
- Police Administration and Annex
- Public Works Operations Building
- Water Treatment Plant
- Fire Station #45
- Bridgeway Lakes Boathouse and Snack Building
- Club West Teen Center
- Discovery Pre-School
- Community Center (Learning Ladder Pre-School and Senior Center)
- Recreation Center
- Parks and Recreation Operations Building
- Bus Stop Restroom – proximity of Community Center

APPENDIX A
JANITORIAL SERVICE PRICING PROPOSAL

Service Location: City Hall and Galleria

Use one (1) sheet for each of the twelve (12) West Sacramento locations below:

1. City Hall and Galleria
2. Police Administration and Annex
3. Public Works Operations Building
4. Water Treatment Plant
5. Fire Station #45
6. Bridgeway Lakes Boathouse and Snack Building
7. Club West Teen Center
8. Discovery Pre-School
9. Community Center (Learning Ladder Pre-School and Senior Center)
10. Recreation Center
11. Parks Operations Building
12. Bus Stops and Shelters

Instructions

Prospective contractors may submit a proposal for work on this document and the required attachments and deliver to the City as instructed in the Statement of Qualification.

Note: Starting salary for assigned staff must meet or exceed current economic provisions established by Service Employee's International Union Local 1877.

1. BASE CONTRACT	\$ <u>5,677</u> /MONTH
2. PAPER PRODUCTS	\$ <u>625</u> /MONTH
3. CARPET CLEANING (Semi-annual)	\$ <u>293</u> /MONTH
4. HARD FLOOR MAINTENANCE	\$ <u>456</u> /MONTH
5. WINDOW CLEANING	<u>191</u> /month
Total monthly Invoice	\$ <u>7,242</u>

5. MAN HOURS (Per week to accomplish base contract work- five days)	\$ <u>62.00</u> /WEEK
6. EXTRA EMERGENCY HOURLY RATE	\$ <u>26.51</u> /HOUR
7. EXTRA HOURLY RATE	\$ <u>21.31</u> /HOUR

COMPANY: Universal Building Services and Supply Co.

BY (SIGNATURE): 

TITLE: Dario DeVincenzi
Operations Manager

DATE OF PROPOSAL: 18 April 2017

APPENDIX A JANITORIAL SERVICE PRICING PROPOSAL

Service Location: Police Administration and Annex

Use one (1) sheet for each of the twelve (12) West Sacramento locations below:

1. City Hall and Galleria
2. Police Administration and Annex
3. Public Works Operations Building
4. Water Treatment Plant
5. Fire Station #45
6. Bridgeway Lakes Boathouse and Snack Building
7. Club West Teen Center
8. Discovery Pre-School
9. Community Center (Learning Ladder Pre-School and Senior Center)
10. Recreation Center
11. Parks Operations Building
12. Bus Stops and Shelters

Instructions

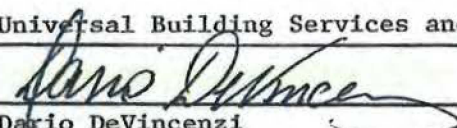
Prospective contractors may submit a proposal for work on this document and the required attachments and deliver to the City as instructed in the Statement of Qualification.

Note: Starting salary for assigned staff must meet or exceed current economic provisions established by Service Employee's International Union Local 1877.

1. BASE CONTRACT	\$ <u>3,725</u> /MONTH
2. PAPER PRODUCTS	\$ <u>325</u> /MONTH
3. CARPET CLEANING (Semi-annual)	\$ <u>98</u> /MONTH
4. HARD FLOOR MAINTENANCE	\$ <u>261</u> /MONTH
5. WINDOW CLEANING	<u>48</u> /month
Total monthly Invoice	\$ <u>4,457</u>
5. MAN HOURS	six
(Per week to accomplish base contract work- five days)	\$ <u>38.00</u> /WEEK
6. EXTRA EMERGENCY HOURLY RATE	\$ <u>26.51</u> /HOUR
7. EXTRA HOURLY RATE	\$ <u>21.31</u> /HOUR

COMPANY: Universal Building Services and Supply Co.

BY (SIGNATURE):


Dario DeVincenzi
Operations Manager

TITLE: Operations Manager

DATE OF PROPOSAL: 18 April 2017

APPENDIX A

JANITORIAL SERVICE PRICING PROPOSAL

Service Location: Public Works Operations Building

Use one (1) sheet for each of the twelve (12) West Sacramento locations below:

1. City Hall and Galleria
2. Police Administration and Annex
3. Public Works Operations Building
4. Water Treatment Plant
5. Fire Station #45
6. Bridgeway Lakes Boathouse and Snack Building
7. Club West Teen Center
8. Discovery Pre-School
9. Community Center (Learning Ladder Pre-School and Senior Center)
10. Recreation Center
11. Parks Operations Building
12. Bus Stops and Shelters

Instructions

Prospective contractors may submit a proposal for work on this document and the required attachments and deliver to the City as instructed in the Statement of Qualification.

Note: Starting salary for assigned staff must meet or exceed current economic provisions established by Service Employee's International Union Local 1877.

1. BASE CONTRACT	\$ <u>935</u> /MONTH
2. PAPER PRODUCTS	\$ <u>150</u> /MONTH
3. CARPET CLEANING (Semi-annual)	\$ <u>66</u> /MONTH
4. HARD FLOOR MAINTENANCE	\$ <u>196</u> /MONTH
5. WINDOW CLEANING	<u>12</u> /month
Total monthly invoice	\$ <u>1,359</u>
5. MAN HOURS	four
(Per week to accomplish base contract work- five days)	\$ <u>12.00</u> /WEEK
6. EXTRA EMERGENCY HOURLY RATE	\$ <u>26.51</u> /HOUR
7. EXTRA HOURLY RATE	\$ <u>21.31</u> /HOUR

COMPANY: Universal Building Services and Supply Co.

BY (SIGNATURE): 

TITLE: Operations Manager

DATE OF PROPOSAL: 18 April 2017

APPENDIX A JANITORIAL SERVICE PRICING PROPOSAL

Service Location: Water Treatment Plant

Use one (1) sheet for each of the twelve (12) West Sacramento locations below:

1. City Hall and Galleria
2. Police Administration and Annex
3. Public Works Operations Building
4. Water Treatment Plant
5. Fire Station #45
6. Bridgeway Lakes Boathouse and Snack Building
7. Club West Teen Center
8. Discovery Pre-School
9. Community Center (Learning Ladder Pre-School and Senior Center)
10. Recreation Center
11. Parks Operations Building
12. Bus Stops and Shelters

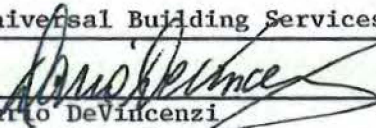
Instructions

Prospective contractors may submit a proposal for work on this document and the required attachments and deliver to the City as instructed in the Statement of Qualification.

Note: Starting salary for assigned staff must meet or exceed current economic provisions established by Service Employee's International Union Local 1877.

1. BASE CONTRACT	\$ <u>561</u> /MONTH
2. PAPER PRODUCTS	\$ <u>50</u> /MONTH
3. CARPET CLEANING (Semi-annual)	\$ <u>66</u> /MONTH
4. HARD FLOOR MAINTENANCE	\$ <u>130</u> /MONTH
5. WINDOW CLEANING	<u>64</u> /month
Total monthly Invoice	\$ <u>871</u>
5. MAN HOURS	four
(Per week to accomplish base contract work- five days)	\$ <u>7.00</u> /WEEK
6. EXTRA EMERGENCY HOURLY RATE	\$ <u>26.51</u> /HOUR
7. EXTRA HOURLY RATE	\$ <u>21.31</u> /HOUR

COMPANY: Universal Building Services and Supply Co.

BY (SIGNATURE): 

TITLE: Operations Manager

DATE OF PROPOSAL: 18 April 2017

APPENDIX A JANITORIAL SERVICE PRICING PROPOSAL

Service Location: Fire Station #45

Use one (1) sheet for each of the twelve (12) West Sacramento locations below:

1. City Hall and Galleria
2. Police Administration and Annex
3. Public Works Operations Building
4. Water Treatment Plant
5. Fire Station #45
6. Bridgeway Lakes Boathouse and Snack Building
7. Club West Teen Center
8. Discovery Pre-School
9. Community Center (Learning Ladder Pre-School and Senior Center)
10. Recreation Center
11. Parks Operations Building
12. Bus Stops and Shelters

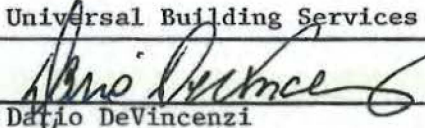
Instructions

Prospective contractors may submit a proposal for work on this document and the required attachments and deliver to the City as instructed in the Statement of Qualification.

Note: Starting salary for assigned staff must meet or exceed current economic provisions established by Service Employee's International Union Local 1877.

1. BASE CONTRACT		\$ <u>842</u> /MONTH
2. PAPER PRODUCTS		\$ <u>70</u> /MONTH
3. CARPET CLEANING (Semi-annual)		\$ <u>98</u> /MONTH
4. HARD FLOOR MAINTENANCE		\$ <u>66</u> /MONTH
5. WINDOW CLEANING		<u>14</u> /month
Total monthly Invoice		\$ <u>1,090</u>
5. MAN HOURS	four	
	(Per week to accomplish base contract work- five days)	\$ <u>10.00</u> /WEEK
6. EXTRA EMERGENCY HOURLY RATE		\$ <u>26.51</u> /HOUR
7. EXTRA HOURLY RATE		\$ <u>21.31</u> /HOUR

COMPANY: Universal Building Services and Supply Co.

BY (SIGNATURE): 

Dario DeVincenzi
Operations Manager

TITLE: _____

DATE OF PROPOSAL: 18 April 2017

APPENDIX A JANITORIAL SERVICE PRICING PROPOSAL

Service Location: Bridgeway Lakes Boathouse and Snack Building

Use one (1) sheet for each of the twelve (12) West Sacramento locations below:

1. City Hall and Galleria
2. Police Administration and Annex
3. Public Works Operations Building
4. Water Treatment Plant
5. Fire Station #45
6. Bridgeway Lakes Boathouse and Snack Building
7. Club West Teen Center
8. Discovery Pre-School
9. Community Center (Learning Ladder Pre-School and Senior Center)
10. Recreation Center
11. Parks Operations Building
12. Bus Stops and Shelters


Instructions

Prospective contractors may submit a proposal for work on this document and the required attachments and deliver to the City as instructed in the Statement of Qualification.

Note: Starting salary for assigned staff must meet or exceed current economic provisions established by Service Employee's International Union Local 1877.

1. BASE CONTRACT	\$ <u>94</u> /MONTH
2. PAPER PRODUCTS	\$ <u>75</u> /MONTH
3. CARPET CLEANING (Semi-annual)	\$ <u>N/A</u> /MONTH
4. HARD FLOOR MAINTENANCE	\$ <u>147</u> /MONTH
5. WINDOW CLEANING	<u>N/A</u>
Total monthly Invoice	\$ <u>316</u>
5. MAN HOURS (Per week to accomplish base contract work- ^{one} five days)	\$ <u>1.50</u> /WEEK
6. EXTRA EMERGENCY HOURLY RATE	\$ <u>26.51</u> /HOUR
7. EXTRA HOURLY RATE	\$ <u>21.31</u> /HOUR

COMPANY: Universal Building Services and Supply Co.

BY (SIGNATURE): 
Dario DeVincenti

TITLE: Operations Manager

DATE OF PROPOSAL: 18 April 2017

APPENDIX A JANITORIAL SERVICE PRICING PROPOSAL

Service Location: Club West Teen Center

Use one (1) sheet for each of the twelve (12) West Sacramento locations below:

1. City Hall and Galleria
2. Police Administration and Annex
3. Public Works Operations Building
4. Water Treatment Plant
5. Fire Station #45
6. Bridgeway Lakes Boathouse and Snack Building
7. Club West Teen Center
8. Discovery Pre-School
9. Community Center (Learning Ladder Pre-School and Senior Center)
10. Recreation Center
11. Parks Operations Building
12. Bus Stops and Shelters

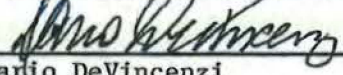
Instructions

Prospective contractors may submit a proposal for work on this document and the required attachments and deliver to the City as instructed in the Statement of Qualification.

Note: Starting salary for assigned staff must meet or exceed current economic provisions established by Service Employee's International Union Local 1877.

1. BASE CONTRACT		\$ <u>41</u> /MONTH
2. PAPER PRODUCTS		\$ <u>35</u> /MONTH
3. CARPET CLEANING (Semi-annual)		\$ <u>98</u> /MONTH
4. HARD FLOOR MAINTENANCE		\$ <u>293</u> /MONTH
5. WINDOW CLEANING		<u>9</u> /month
Total monthly Invoice		\$ <u>476</u>
5. MAN HOURS	One time per month	20.00/month OR
(Per week to accomplish base contract work- five days)		\$ <u>4.62</u> /WEEK
6. EXTRA EMERGENCY HOURLY RATE		\$ <u>26.51</u> /HOUR
7. EXTRA HOURLY RATE		\$ <u>21.31</u> /HOUR

COMPANY: Universal Building Services and Supply Co.

BY (SIGNATURE): 

TITLE: Operations Manager

DATE OF PROPOSAL: 18 April 2017

APPENDIX A JANITORIAL SERVICE PRICING PROPOSAL

Service Location: Discovery Pre-School

Use one (1) sheet for each of the twelve (12) West Sacramento locations below:

1. City Hall and Galleria
2. Police Administration and Annex
3. Public Works Operations Building
4. Water Treatment Plant
5. Fire Station #45
6. Bridgeway Lakes Boathouse and Snack Building
7. Club West Teen Center
8. Discovery Pre-School
9. Community Center (Learning Ladder Pre-School and Senior Center)
10. Recreation Center
11. Parks Operations Building
12. Bus Stops and Shelters

Instructions

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Note: Starting salary for assigned staff must meet or exceed current economic provisions established by Service Employee's International Union Local 1877.

1. BASE CONTRACT	\$ <u>95</u> /MONTH
2. PAPER PRODUCTS	\$ <u>40</u> /MONTH
3. CARPET CLEANING (Semi-annual)	\$ <u>5</u> /MONTH
4. HARD FLOOR MAINTENANCE	\$ <u>33</u> /MONTH
5. WINDOW CLEANING	<u>5</u> /month
Total monthly Invoice	\$ <u>178</u>
5. MAN HOURS	
(Per week to accomplish base contract work- ^{one} five days)	\$ <u>1.50</u> /WEEK
6. EXTRA EMERGENCY HOURLY RATE	\$ <u>26.51</u> /HOUR
7. EXTRA HOURLY RATE	\$ <u>21.31</u> /HOUR

COMPANY: Universal Building Services and Supply Co.

BY (SIGNATURE): 

TITLE: Operations Manager

DATE OF PROPOSAL: 18 April 2017

APPENDIX A JANITORIAL SERVICE PRICING PROPOSAL

Service Location: Community Center
(Learning Ladder Pre-School and Senior Center)

Use one (1) sheet for each of the twelve (12) West Sacramento locations below:

1. City Hall and Galleria
2. Police Administration and Annex
3. Public Works Operations Building
4. Water Treatment Plant
5. Fire Station #45
6. Bridgeway Lakes Boathouse and Snack Building
7. Club West Teen Center
8. Discovery Pre-School
9. Community Center (Learning Ladder Pre-School and Senior Center)
10. Recreation Center
11. Parks Operations Building
12. Bus Stops and Shelters

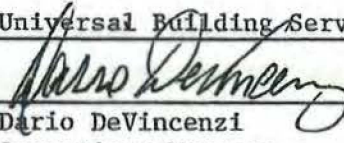
Instructions

Prospective contractors may submit a proposal for work on this document and the required attachments and deliver to the City as instructed in the Statement of Qualification.

Note: Starting salary for assigned staff must meet or exceed current economic provisions established by Service Employee's International Union Local 1877.

1. BASE CONTRACT	\$ <u>3,773</u> /MONTH
2. PAPER PRODUCTS	\$ <u>600</u> /MONTH
3. CARPET CLEANING (Semi-annual)	\$ <u>98</u> /MONTH
4. HARD FLOOR MAINTENANCE	\$ <u>578</u> /MONTH
5. WINDOW CLEANING	64/month
Total monthly Invoice	\$ <u>5,113</u>
5. MAN HOURS (Per week to accomplish base contract work- five days)	\$ <u>42.00</u> /WEEK
6. EXTRA EMERGENCY HOURLY RATE	\$ <u>26.51</u> /HOUR
7. EXTRA HOURLY RATE	\$ <u>21.31</u> /HOUR

COMPANY: Universal Building Services and Supply Co.

BY (SIGNATURE): 

TITLE: Operations Manager

DATE OF PROPOSAL: 18 April 2017

APPENDIX A JANITORIAL SERVICE PRICING PROPOSAL

Service Location: Recreation Center

Use one (1) sheet for each of the twelve (12) West Sacramento locations below:

1. City Hall and Galleria
2. Police Administration and Annex
3. Public Works Operations Building
4. Water Treatment Plant
5. Fire Station #45
6. Bridgeway Lakes Boathouse and Snack Building
7. Club West Teen Center
8. Discovery Pre-School
9. Community Center (Learning Ladder Pre-School and Senior Center)
10. Recreation Center
11. Parks Operations Building
12. Bus Stops and Shelters

Instructions

Prospective contractors may submit a proposal for work on this document and the required attachments and deliver to the City as instructed in the Statement of Qualification.

Note: Starting salary for assigned staff must meet or exceed current economic provisions established by Service Employee's International Union Local 1877.

1. BASE CONTRACT	\$ <u>2,990</u> /MONTH
2. PAPER PRODUCTS	\$ <u>1,050</u> /MONTH
3. CARPET CLEANING (Semi-annual)	\$ <u>N/A</u> /MONTH
4. HARD FLOOR MAINTENANCE	\$ <u>708</u> /MONTH
5. WINDOW CLEANING	<u>N/A</u>
Total monthly Invoice	\$ <u>4,748</u>
5. MAN HOURS (Per week to accomplish base contract work- ^{seven} five days)	\$ <u>32.00</u> /WEEK
6. EXTRA EMERGENCY HOURLY RATE	\$ <u>26.51</u> /HOUR
7. EXTRA HOURLY RATE	\$ <u>21.31</u> /HOUR

COMPANY: Universal Building Services and Supply Co.

BY (SIGNATURE): 

TITLE: Operations Manager

DATE OF PROPOSAL: 18 April 2017

APPENDIX A JANITORIAL SERVICE PRICING PROPOSAL

Service Location: Parks Operations Building

Use one (1) sheet for each of the twelve (12) West Sacramento locations below:

1. City Hall and Galleria
2. Police Administration and Annex
3. Public Works Operations Building
4. Water Treatment Plant
5. Fire Station #45
6. Bridgeway Lakes Boathouse and Snack Building
7. Club West Teen Center
8. Discovery Pre-School
9. Community Center (Learning Ladder Pre-School and Senior Center)
10. Recreation Center
11. Parks Operations Building
12. Bus Stops and Shelters

Instructions

Prospective contractors may submit a proposal for work on this document and the required attachments and deliver to the City as instructed in the Statement of Qualification.

Note: Starting salary for assigned staff must meet or exceed current economic provisions established by Service Employee's International Union Local 1877.

1. BASE CONTRACT	\$ <u>281</u> /MONTH
2. PAPER PRODUCTS	\$ <u>12</u> /MONTH
3. CARPET CLEANING (Semi-annual)	\$ <u>9</u> /MONTH
4. HARD FLOOR MAINTENANCE	\$ <u>49</u> /MONTH
5. WINDOW CLEANING	<u>0</u> /month
Total monthly Invoice	\$ <u>351</u>

5. MAN HOURS	four	
(Per week to accomplish base contract work- five days)	five	\$ <u>4.00</u> /WEEK
6. EXTRA EMERGENCY HOURLY RATE		\$ <u>26.51</u> /HOUR
7. EXTRA HOURLY RATE		\$ <u>21.31</u> /HOUR

COMPANY: Universal Building Services and Supply Co.

BY (SIGNATURE): 

TITLE: Operations Manager

DATE OF PROPOSAL: 18 April 2017

APPENDIX A JANITORIAL SERVICE PRICING PROPOSAL

Service Location: Bus Stops and Shelters

Use one (1) sheet for each of the twelve (12) West Sacramento locations below:

1. City Hall and Galleria
2. Police Administration and Annex
3. Public Works Operations Building
4. Water Treatment Plant
5. Fire Station #45
6. Bridgeway Lakes Boathouse and Snack Building
7. Club West Teen Center
8. Discovery Pre-School
9. Community Center (Learning Ladder Pre-School and Senior Center)
10. Recreation Center
11. Parks Operations Building
12. Bus Stops and Shelters

Instructions

Prospective contractors may submit a proposal for work on this document and the required attachments and deliver to the City as instructed in the Statement of Qualification.

Note: Starting salary for assigned staff must meet or exceed current economic provisions established by Service Employee's International Union Local 1877.

1. BASE CONTRACT	\$ <u>6,190</u> /MONTH
2. PAPER PRODUCTS	\$ <u>N/A</u> /MONTH
3. CARPET CLEANING (Semi-annual)	\$ <u>N/A</u> /MONTH
4. HARD FLOOR MAINTENANCE	\$ <u>N/A</u> /MONTH
5. WINDOW CLEANING	<u>N/A</u>
Total monthly Invoice	\$ <u>6,190*</u>
<small>* - Includes labor, liners, and vehicle.</small>	
5. MAN HOURS 32 bus stops and shelters (Per week to accomplish base contract work- five days)	\$ <u>66.00</u> /WEEK
6. EXTRA EMERGENCY HOURLY RATE	\$ <u>26.51</u> /HOUR
7. EXTRA HOURLY RATE	\$ <u>21.31</u> /HOUR

COMPANY: Universal Building Services and Supply Co.

BY (SIGNATURE): 

TITLE: Operations Manager

DATE OF PROPOSAL: 18 April 2017

EXHIBIT C
2019 Contract Amendment

All correspondence to:

3120 Pierce Street
Richmond - CA, 94804
(510) 527-1078
1-800-869-6677
Fax 510 / 526-7289
ubscs.com



JANITORIAL DIVISION

SUPPLY DIVISION

POWER SWEEPING DIVISION

September 10, 2019

City of West Sacramento
1110 West Capital Avenue, 1st floor
West Sacramento, CA 95691

Attention: Tim Spinelli

Re: Increase effective January 1, 2020

Thank you for being a customer of Universal Building Services. We appreciate your business and look forward to continuing to fulfill your janitorial requirements.

As you are aware there are State mandated/Union minimum wage increases that will go into effect on January 1, 2020. In order for UBS to continue to provide you with quality janitorial services without compromise, we are requesting an increase; your new monthly costs will be effective January 1, 2020.

Location	Address	New Monthly Cost
City Hall	1110 West Capital Avenue	\$8,113.00
Police Dept. & Annex	550 Jefferson Blvd & 1025 Triangle Court	\$4,827.00
Fire Station #45	2040 Lake Washington Boulevard	\$1,181.00
Water Treatment Plant	400 N. Harbor Boulevard	\$943.00
Public Works Main Building	1951 South River Road	\$1,472.00
Parks Maintenance Office	1951 South River Road	\$380.00
Bus Stop -Rest Room	Around community center	\$169.00
	Hourly rate	\$26.50 per hour
	Emergency Hourly rate	\$32.90 per hour
	Utility rate	\$31.00 per hour
	Emergency Utility rate	\$39.50 per hour

Should you have any questions regarding this increase, please do not hesitate to contact me at (510) 527-1078.

Again, thank you for your continued business.

Sincerely,

Universal Building Services

Dario DeVincenzi

Dario DeVincenzi
Operations Manager
DD:kc

SCOPE OF WORK

Location: Galleria, 1110 West Capitol Avenue, West Sacramento, CA 95691.

One Time Cleaning:

1. Vacuum all carpeted areas in the Galleria.
2. Sweep and mop hard floor areas including the hallways leading to the restrooms and kitchen.
3. Clean kitchen, including appliances as needed.
4. Clean restrooms on first floor, restock supplies as needed.
5. Remove all trash and recyclables.
6. Clean trash/recycle receptacles as needed.
7. Walk through of North and South patios, collect and dispose of trash as needed.

Cost of this One Time Cleaning service is \$126.00.

Additional Event Cleaning:

If the event cleanup exceeds scope of One Time Cleaning, the cleaning crew will take pictures of the areas that require additional cleaning, email them to the Rental Coordinator, and proceed with cleaning at the extra rate of \$18.00/hour.

Additional Carpet Cleaning:

Additional carpet cleaning will be provided for all Galleria carpeted areas at a flat rate of \$200.00. This cleaning will be requested and scheduled by the Rental Coordinator as needed.

Upon acceptance, please return one executed copy of this agreement.

Signature: _____ Date: _____

Title: _____ Company: _____

EXHIBIT D

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700 [Labor Code § 1861]

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

UNIVERSAL BUILDING SERVICES &
SUPPLY

By: _____
[Title]

EXHIBIT D

LABOR COMPLIANCE

1. PREVAILING WAGE

A. The Work contemplated herein constitutes a public work within the meaning of Labor Code sections 1720 and 1771. It shall be mandatory upon the Consultant and upon any Subcontractor, to pay not less than the said specified prevailing rates of wages to all workers employed by them under the Contract in accordance with Labor Code section 1774. The Director of the Department of Industrial Relations ("DIR") of the State of California has determined the general prevailing rate of wages of per diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the Contract. The Consultant acknowledges that it has examined the prevailing rate of per diem wages as established by the DIR. Copies of the current schedules for prevailing wages are on file at City Hall, and the contents of those schedules are incorporated herein as if set forth in full. The Consultant shall post a copy of the applicable prevailing wage determinations at each job site, along with any other workplace posters required by law.

B. The City will not recognize any claims for additional compensation because of the payment of prevailing wages. The possibility of wage increases is one of the elements to be considered by the Consultant in determining its proposal and will not under any circumstances be considered as the basis of a claim against the City.

C. By executing this Contract Consultant warrants that it has registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5.

2. PREVAILING WAGE RECORDS

A. The Consultant and each subcontractor shall keep an accurate payroll record which shows the name, address, social security number, correct work classification (in accordance with the wage decision), both straight and overtime worked each day and week, and hourly rate of pay, gross wages earned, deductions made and net wages paid to each journeyman, apprentice, worker or other employee paid by the Consultant /subcontractor in connection with the Work. These payroll records shall be certified and shall be made available at Consultant's principal office. These records shall be maintained during the course of the Work. The Consultant and all subcontractors shall make the certified payroll records available for inspection by City representatives upon request and shall permit such representatives to interview employees during the work hours on the job site.

B. The City shall notify the Consultant in writing of any discrepancies or violations that are discovered during such inspections. Written notification pursuant to this Section shall include the actions that will be necessary to resolve the discrepancies and/or violations. The Consultant shall be held entirely responsible for the prompt resolution of all non-compliances with the prevailing wage laws, including those pertaining to all subcontractors and any lower-tier subcontractors. The Consultant shall forfeit as penalty to the City the amount specified by law for each calendar day or portion thereof for each worker (whether employed by the Consultant or any subcontractor) paid less than the

stipulated prevailing rates for any work done under the Contract in violation of the provisions of the Labor Code and in particular, Section 1775.

C. To the extent applicable, Consultant and subcontractors shall maintain and furnish to the Department of Industrial Relations ("DIR"), a certified copy of each weekly payroll (but no less often than monthly), with a statement of compliance signed under penalty of perjury. Such certified payroll reports shall be transmitted electronically to the DIR.

D. The City will not recognize any claims for additional compensation because of the payment of the prevailing wages. The possibility of wage increases is one of the elements to be considered by the Consultant in entering into the Contract, and will not under any circumstances, other than delays caused by the City, or the City's agents, be considered as the basis of a claim against the City.

3. Labor Discrimination

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of their race, color, national origin or ancestry, physical handicap, mental condition, marital status, or sex of such person, except as provided in Section 12940 of the Government Code, and every General Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

4 Eight-Hour Day Limitation

(a) In accordance with the provisions of the Labor Code, and in particular, Sections 1810 to 1815 thereof, inclusive, incorporated herein by reference, eight hours labor shall constitute a day's work, and no worker in the employ of Consultant, or any Subcontractor, doing or contracting to do any part of the work contemplated by the Contract, shall be required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of those provisions; provided that subject to Labor Code Section 1815, a worker may perform work in excess of either eight (8) hours per day or forty (40) hours during any one week upon compensation for all hours worked in excess of eight (8) hours per day or forty (40) hours during any one week at not less than one and one-half times the basic rate of pay.

(b) The Consultant and each Subcontractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by them in connection with the Contract. This record shall be open at all reasonable hours to the inspection of the City. It is hereby further agreed that, except as provided in (a) above, the Consultant shall forfeit as a penalty to the City the sum of twenty-

five dollars (\$25) for each worker employed in the performance of the Contract by the Consultant or by any of its Subcontractors for each calendar day during which such worker is required or permitted to labor more than eight (8) hours in and one calendar day and forty (40) hours in any one calendar week in violation of Sections 1810 through 1815.

5. Compliance with State Requirements for Employment of Apprentices

(a) The Consultant's attention is directed to Section 1777.5 of the Labor Code. Provisions of said Section pertaining to employment of registered apprentices are hereby incorporated by reference into this Contract. As applicable, the Consultant or any Subcontractor employed by the Consultant in the performance of this Contract shall take such actions as necessary to comply with the provisions of Section 1777.5.

MEETING DATE: June 17, 2020

ITEM # 11

SUBJECT:

**CONSIDERATION OF AUTHORIZATION TO PURCHASE CHEMICALS FOR THE
GEORGE KRISTOFF WATER TREATMENT PLANT**

INITIATED OR REQUESTED BY:

[] Council [X] Staff

[] Other

REPORT COORDINATED OR PREPARED BY:

Heather Brophy, Business Manager

Public Works Operations & Maintenance Dept.

ATTACHMENT [X] Yes [] No

[] Information

[] Direction

[X] Action

OBJECTIVE

The objective of this report is to provide enough information to the City Council for approval of the purchase of chemicals used at the George Kristoff Water Treatment Plant.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council:

- 1) Find that the purchase of water treatment chemicals is exempt from the California Environmental Quality Act (CEQA) under the General Rule exemption provided for in the CEQA Guidelines Section § 15061(b)(3).
- 2) Authorize staff to purchase water treatment chemicals as a bid through North Bay Agency Chemical Pool (NBACP);
- 3) Authorize staff to sole source and purchase water treatment chemicals not covered by the NBACP; and
- 4) Authorize the City Manager or his designee to approve and issue purchase orders for Fiscal Year 2020-21 in the amount not to exceed \$333,000.

BACKGROUND

The George Kristoff Water Treatment Plant (GKWTP) uses chemicals as part of the water treatment process to provide safe and reliable water to the City of West Sacramento. To receive competitive prices for chemicals used in general by other water treatment plants, the George Kristoff Water Treatment Plant participates in the North Bay Agency Chemical Pool (NBACP) which is comprised of fourteen (14) public agencies which are listed in Attachment 1. NBACP recently voted to eliminate "specialty chemicals" specifically used at individual water agencies. Therefore, three of the chemicals used at the GKWTP were not included in the bid process for Fiscal Year 2020-21.

ANALYSIS

The City's Administrative Policy for procurement has a provision in the Purchasing Procedures that encourages working with other governmental jurisdictions or purchasing agents on the procurement of City needs. The purchase of chemicals through a cohort is both efficient and supports administrative policy of encouraging that goods and supplies be purchased through purchasing alliances as opposed to the formal bid process.

In the NBACP cohort lists and advertises via a Notice to Bid (Attachment 1), tabulates bids to determine the lowest bid (Attachment 2), and awards the contract for the chemicals used in the treatment process, which some or all of the agencies use in daily operations (see Attachment 3). This process ensures competitive pricing; however, market forces ultimately drive chemical cost. Chemicals not included in the bid process under the NBACP, but used by the GKWTP to process drinking water, include the poly aluminum chloride (PACL) from Chemtrade Chemicals US, LLC. and the LT25 Polymer binding agent from Kubwater Resources. These chemicals are necessary for the removal of particles, dirt, sediment, and organic matter found in river water and used at the GKWTP, but not by the other members of NBACP. Additionally, sodium chloride is used to generate sodium hypochlorite (liquid Chlorine) at Carlin and Bridge Way Lakes Water Pump Stations.

TABLE 1 Chemicals Bid through NBACP

Chemicals which meet the requirements of supplies via existing contracts with other public agencies within the NBACP and as set forth in the West Sacramento Municipal Code Section § 3.04.090 Supplies and equipment include:

Chemical	Vendor	Unit Price	PO Amount
Aluminum Sulfate	Chemtrade	\$285/Dry Ton	\$ 30,000
Sodium Hydroxide	Olin USA	\$567/Dry Ton	\$ 55,000
Fluoride 24%	DuBois Chemicals, Inc.	\$385.04/Dry Ton	\$ 25,000
Sodium Hypochlorite	Olin Corporation	\$0.695/Gal	\$ 70,000
		Total	\$180,000

TABLE 2 Sole Source Chemicals

Chemicals not included in the NBACP but used exclusively at the George Kristoff Water Treatment Plant for processing drinking water as stated in the Water Supply Permit 01-09-06-PER-018 and generation of liquid chlorine at Carlin and Bridge Way Lakes water pump stations include:

Chemical	Vendor	Unit Price	PO Amount
Poly Aluminum Chloride	Chemtrade Chemicals	\$820/Liquid Ton	\$135,000
LT25 Binding Polymer	Kubwater Resources	\$2.62/lb.	\$ 15,000
Sodium Chloride	Sierra Chemical	\$0.144/lb	\$ 3,000
		Total	\$153,000

Other vendors do supply poly aluminum chlorides and polymer binding agents used at the GWKTP; however, those poly aluminum chlorides and polymers do not meet the specifications of the chemical currently used at the GWKTP. If the City purchases these from a different vendor, state approval to run a pilot test would be required to determine if a chemical with the same designation would work in the same way. In addition, it may not be more effective and/or economical. This is a lengthy process and the testing protocol the State requires is not cost effective due to increased laboratory fees and staffing requirements. Therefore, staff is recommending purchasing these two chemicals from the vendors listed above (sole source).

Environmental Considerations

This action is not a project that is subject to CEQA because it is not an activity that may cause either a direct or indirect significant effect on the environment. (State CEQA Guidelines Section §15061 (b)(3)). The project includes purchase of chemicals that have previously and routinely been used to treat Sacramento River water to produce a safe drinking water for the City of West Sacramento.

Commission Recommendation

Non-applicable. Staff is requesting the approval of water treatment chemicals already used in the treatment plant process as stated in our Water Supply Permit 01-09-06-PER-018.

Strategic Plan Integration

This supports the City’s vision and goal for a “West Sacramento: Preferred Place to Live, Work, Learn and Play.”

Alternatives

The City Council may decide to:

- 1) Approve the recommended actions.
- 2) Direct staff to find an alternative to the NBACP.
- 3) Direct Staff to find an alternative to sole source chemicals.

Alternative 2 and 3 is not recommended for the following reasons:

- 1) The NBACP allows us competitive bidding for the best price in water treatment chemicals.
- 2) In order to find an alternative to sole source, we would need to run a state authorized testing protocol for new chemicals which may not work as well and may or may not be less expensive than the chemicals we currently use.

Coordination and Review

This report has been reviewed by the Public Works Operations and Maintenance, Community Development, and the Finance Division of the Administrative Services Department.

Budget/Cost Impact

There is sufficient funding available in the Water Treatment Plant's adopted budget for Fiscal Year 2020-21 for the purchase of chemicals required for the water treatment process.

ATTACHMENT(S)

- 1) North Bay Agency Chemical Pool cohort and Notice to Bid
- 2) North Bay Agency Chemical Pool bid results/award

NOTICE TO BIDDER
NORTH BAY AGENCY CHEMICAL POOL (NBACP)
CHEMICAL REQUIREMENTS for 2020-2021

The NBACP entities of:

- | | | |
|----------------------------|-----------------------|---------------------------------------|
| 1) City of American Canyon | 6) City of Napa | 11) City of West Sacramento |
| 2) City of Benicia | 7) City of Petaluma | 12) Solano Irrigation District |
| 3) City of Calistoga | 8) City of St. Helena | 13) Town of Yountville |
| 4) City of Davis | 9) City of Vacaville | 14) Vallejo Flood/Wastewater District |
| 5) City of Fairfield | 10) City of Vallejo | |

all in the state of California and acting collectively through their authorized procurement officials, respectfully request sealed bids for the procurement of Water Treatment/Wastewater Treatment process chemicals during fiscal year 2020-2021 (July 1, 2020 to June 30, 2021).

Bids will be accepted until **2:00 P.M. PST, Tuesday, May 5, 2020** via PlanetBids.

It is the sole responsibility of the bidder to ensure that their bid is timely received. No bids will be accepted after the above date and time, and any bids received thereafter will not be considered under any circumstances.

Any modifications or withdrawal of a bid, prior to bid submittal, is subject to the same conditions stated above. A bid may be withdrawn by a bidder or its authorized representative if the withdrawal is made prior to the deadline date and time set for receipt of bids.

In order to qualify for a responsive bidder status, prospective bidder must submit the following documents:

- a. Completed and signed "STANDARD AGREEMENT"
- b. Completed "NORTH BAY AGENCY CHEMICAL POOL for FISCAL YEAR 2020 – 2021 BID FORM"
- c. Proof of Required Insurance Limits and Endorsements
- d. Manufacturer's SDS

The NBACP Agencies reserve the right to reject any or all bids; to waive informalities or irregularities in the bids received as they see best; to reject non-conforming, non-responsive or conditional bids; and to accept the bid(s) which, in each entity's respective judgment, is in its best interest.

The awards of bids will be confirmed at a meeting of the NBACP member Agencies on Tuesday, May 12, 2020, where the *Award of Bid* shall be awarded to the "lowest responsible and responsive bidder." All vendors will be notified of the *Award of Bid* on Tuesday, May 12, 2020.

Any questions concerning this bid shall submitted via PlanetBids no later than 5:00 p.m. April 27, 2020.

On behalf of the NBACP,

 Bernie Ortega
 NBACP Chair

 Date

Phone: 707-315-5874
 Email: nbacp@cityofvallejo.net

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**NORTH BAY AGENCY CHEMICAL POOL (NBACP)
CHEMICAL REQUIREMENTS for 2020-2021**

STANDARD AGREEMENT

c/o: Bernie Ortega
NBACP Chairperson
City of Vallejo
Fleming Hill WTP
202 Fleming Hill Road
Vallejo, CA 94589

Dear Mr. Ortega:

I hereby agree to furnish the chemicals identified in the attached bid form(s), as solicited by the NBACP, to the following NBACP Agencies:

- | | | |
|----------------------------|-----------------------|---|
| 1) City of American Canyon | 6) City of Napa | 11) City of West Sacramento |
| 2) City of Benicia | 7) City of Petaluma | 12) Solano Irrigation District |
| 3) City of Calistoga | 8) City of St. Helena | 13) Town of Yountville |
| 4) City of Davis | 9) City of Vacaville | 14) Vallejo Flood and Wastewater District |
| 5) City of Fairfield | 10) City of Vallejo | |

and in accordance with the prices, specifications, terms and conditions as stated in the bid packet.

Company: _____

Address: _____

City, State, ZIP: _____

Phone: _____

E-mail: _____

Authorized Representative: _____

Signature: _____ Date: _____

WE ACKNOWLEDGE ADDENDUM/ADDENDA NUMBER _____ THROUGH _____.

SPECIFIC DEVIATIONS:

**NORTH BAY AGENCY CHEMICAL POOL
FOR FISCAL YEAR 2020 – 2021
BID FORM**

CHEMICAL	PRODUCT CONCENTRATION	COST UNIT	DELIVERY DESCRIPTION	COST PER UNIT
Aluminum Sulfate	48%	Dry Ton	Full Load (~ 45,000 lb)	
Aluminum Sulfate	35% (acid alum)	Dry Ton	Full Load (~ 45,000 lb)	
Sodium Hydroxide	50%	Dry Ton	Full Load (~ 45,000 lb)	
Sodium Hydroxide	25%	Dry Ton	Full Load (~ 45,000 lb)	
Liquid Oxygen (Gas)	100%	CCF	Full Load (280-460 CCF)	
Carbon Dioxide (Gas)	100%	Pounds	Full Load (~ 18,000 lb)	
Carbon Dioxide (Gas)	100%	Pounds	Short Load (< 2,000 lb)	
Liquid Chlorine (Cl ₂ Gas)	100%	Ton	Short Load (< 4 cylinders)	
Sodium Hypochlorite	12.5%	Gallons	Full Load (> 4,000 gal)	
Sodium Hypochlorite	12.5%	Gallons	Short Load (≤ 4,000 gal)	
Sodium Hypochlorite	12.5%	Gallons	55-gallon drum	
Ferric Chloride	43%	Dry Ton	Full Load (~ 45,000 lb)	
Sodium Bisulfite	25%	Gallons	Full Load (> 1000 gal)	
Fluorosilicic Acid	24%	Dry Ton	Full Load (~ 45,000 lb)	
Ortho-Polyphosphate	17 – 19% (as Ortho)	Gallons Pound Pound	250-gal tote Short Load (~20,000 lb) Full Load (~45,000 lb)	

SUBMISSION CONTACT INFORMATION:

Company: _____

Address: _____

City, State, ZIP: _____

Phone: _____

E-mail: _____

Authorized Representative: _____

Signature: _____ Date: _____

INSTRUCTIONS TO BIDDERS

1. CONTRACT PERIOD

The bid pricing shall be fixed for fiscal year FY 2020-2021 (July 1, 2020 through June 30, 2021).

2. BID FORM

Only bids submitted on the *NORTH BAY AGENCY CHEMICAL POOL FOR FISCAL YEAR 2020 – 2021 BID FORM* (attached) via PlanetBids shall be accepted. The bidder must sign and date their bid, and the bid form may be rejected if it shows any omissions, alterations of form, additional information not called for, conditional bid or any irregularities of any kind.

3. QUANTITY ESTIMATES

The quantities listed on the technical specification for chemical sheets are estimates of annual chemical requirements for bid purposes only. Nothing in these stated quantities shall be construed as obligating any Agency to purchase specific quantities, as these quantities will vary with water demand and the extent of treatment required. All participating Agencies reserve the right to purchase any quantity of chemical listed, at the contract bid price, regardless of stated estimated quantities.

4. BID FORMAT

All chemicals shall be bid as a unit price. Such unit price shall reflect all costs including but not limited to: material, transportation, unloading, (if applicable) tax or any other costs or fees which will be incurred as a result of purchasing a chemical from a particular supplier. Bids that do not include the unit prices shall be considered irregular and, at the option of the Agencies, may be eliminated from further consideration.

5. COMPETITIVENESS AND INTEGRITY

The collective Agencies have assigned control of this acquisition process to the host Agency identified in the *NOTICE TO BIDDER*, to prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts. Suppliers are to submit all communications and questions regarding this bid via PlanetBids by the date and time indicated in the Notice to Bidder. Attempts by offering firms to circumvent this requirement will be viewed negatively and may result in rejection of the offending firm's offer.

6. MODIFICATION, ADDENDA AND INTERPRETATIONS

All changes to the bid documents initiated by the NBACP shall be through written addendum and furnished to all bidders via PlanetBids. Any apparent inconsistencies or matters seeming to require explanation or interpretation, must be inquired by the bidder as noted above. Any and all such interpretations or modifications will be in the form of written addenda. All addenda shall become part of the contract documents and shall be acknowledged and dated on the *Standard Agreement*.

7. SPECIFICATION DEVIATIONS BY THE BIDDER

Any deviation from these specifications MUST be noted in detail and submitted in writing on the *Standard Agreement*. Complete specifications should be attached for any substitutions offered or when exceptions are desirable or necessary. The absence of the specification deviation statement will hold the bidder strictly

accountable to the specifications as written herein. If specifications or descriptive papers are submitted, the bidder's name should be clearly shown on each document.

8. BIDDER REPRESENTATION

Each bidder must be an authorized agent of their company to perform and submit bids, and must be authorized to sign the bid documents. Bid documents shall be completed fully, including their full business and e-mail address on the forms provided, and signed with their usual signature. Bids by partnerships shall be signed by one of its executive members or by an authorized representative. Bids by corporations shall be signed with the name of the corporation followed by the signature and designation of the President, Secretary, or other person authorized to bind in the matter and shall have the corporate seal affixed thereto.

9. MANUFACTURER'S INFORMATION

Bidders shall submit with their bid the following information:

- a. An affidavit of compliance to the appropriate AWWA, NSF standard, or "Title 22 Documentation" referenced, or a statement by the manufacturer, signed by an authorized representative on letterhead stationery, attesting to the affidavit's validity
- b. A representative laboratory analysis of the chemical to be furnished
- c. Name and address of chemical manufacturer
- d. Product Bulletin and Typical Properties
- e. Safety Data Sheet (SDS)

10. PROPRIETARY INFORMATION

All information included in any bid proposal that is of a proprietary nature must be clearly marked as such. Each Agency shall be held harmless from any claims arising from the release of proprietary information not clearly designated as such by the proposing firm.

11. BROCHURES

Bid proposals may include descriptive brochures that describe the manufacturer, its product, and its applications.

12. BID SUBMITTAL

Bids must be submitted via PlanetBids.

13. BID CHANGES

A bid may be modified or withdrawn prior to the bid submittal deadline, but only by the bidder (or authorized representative), via Planet Bids. Bids, amendments thereto, or withdrawal requests received after the deadline date and time advertised for the bid submittal will not be considered.

14. DEFINITION OF BIDDERS

A qualified bidder is a firm/person who has submitted a bid that is determined by the NBACP to meet standards of business competence, reputation, financial ability, and product quality.

A responsive bidder is a firm/person who has submitted a bid that conforms in all material respects to the terms and conditions, the specifications of the product, and any other requirement of the bid instructions.

A responsible bidder is a firm/person who has submitted a bid that meets the criteria of a qualified and a responsive bidder.

A successful bidder is a responsible bidder with the lowest bid for that particular chemical and as determined by Instruction to Bidders Paragraph 15, *BASIS OF BID AWARD*, thereafter, called Chemical Supplier (Supplier).

An Agency: means an individual local water or wastewater agency who is a member of the NBACP.

15. BASIS OF BID AWARD

Award of Bid shall be made to the lowest responsible bidder meeting the specifications. The following is a list of the criteria that shall be used in the award of this bid.

- a. Unit cost of the product
- b. Specific Deviations (if any)
- c. Product specifications
- d. Guaranteed warranties or standards of quality
- e. Capabilities to deliver product throughout the fiscal period
- f. Company's reputation and previous customer service record

16. BID REJECTION OR PARTIAL ACCEPTANCE

The NBACP reserves the right to reject any and all bids, to waive informalities or typographical errors found on the *NORTH BAY AGENCY CHEMICAL POOL FOR FISCAL YEAR 2020 – 2021 BID FORM* received, to reject non-conforming or conditional bids, and to accept the bid(s) which are in its best interest.

17. TIE BIDS

In the case of tie bids regarding unit costs, the NBCAP reserves the right to award based on the factors previously outlined in Instruction to Bidders Paragraph 15, *BASIS OF BID AWARD*.

18. BACKUP AWARD

Bidder with the second lowest responsive bid will be awarded as the backup supplier. In the event of an emergency or should the Awarded Bidder fail to “fulfill its duties” as the designated chemical supplier for the specific chemical, the backup supplier will take its place as the primary supplier for the specific chemical and at the backup supplier’s original bid unit prices.

Supplier’s “failed to fulfill its duties” shall be defined in General Requirements Paragraph 26, *TERMINATION OF AWARD FOR CAUSE*.

19. SELECTING THE SUCCESSFUL BIDDER AND RECOMMENDATION VENDOR SUMMARY

Bid proposals will be summarized and reviewed with the NBACP members following the bid submittal deadline. A majority of NBACP members must be present, in person or via an electronic meeting format (i.e., Zoom, etc.), depending on the meeting format utilized, at the bid review meeting in order to select the successful bidder for each chemical. Each bidder for that specific chemical will be evaluated on the basis of the six (6) criteria listed in Instruction to Bidders Paragraph 15, *BASIS OF AWARD* of these instructions to determine the successful bidder. The successful bidder for each chemical will be placed in the NBACP's Recommended Vendor Summary. The NBACP Recommended Vendor Summary will be provided to vendors via email by May 12, 2020. No bid results will be offered over the telephone.

20. COMPLETE BID PACKAGE

The required Complete Bid Package for bidding shall consist of the following:

- a. Completed and signed "*STANDARD AGREEMENT*"
- b. Completed "*NORTH BAY AGENCY CHEMICAL POOL FOR FISCAL YEAR 2020 – 2021 BID FORM*"
- c. Proof of Insurance and Endorsements. (Note: Winning bidders will be required to submit all final insurance documents within 30 days)
- d. Manufacturer's Information (refer to Instruction to Bidders Paragraph 9, *MANUFACTURER'S INFORMATION*.)

GENERAL REQUIREMENTS

1. NORTH BAY AGENCY CHEMICAL POOL (NBACP)

The sole purpose of the NBACP is to provide a single bidding source for the local Agency's water treatment and wastewater treatment chemical needs and make recommendations based on the lowest responsive and responsible bidder. It is the responsibility of each Agency to finalize the procurement process of the NBACP's prefer supplier of that certain chemical.

2. COMMON LANGUAGE

Unless otherwise specified in this document, all words shall have a common language unless the context in which they are used clearly requires a different meaning. Words in the singular number include the plural, and in the plural include the singular. Additionally, words in the masculine gender include the feminine and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender.

3. CONTRACT PERIOD

The bid pricing shall be fixed for fiscal year FY 2020-2021 (July 1, 2020 through June 30, 2021).

4. LAWS AND REGULATIONS

The chemical supplier shall comply with all applicable State of California and Federal laws, City and County ordinances, licenses and regulations during the contract period.

5. EQUAL OPPORTUNITY

The successful bidder will agree not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap. It shall be a condition that any company, firm or corporation supplying goods or services, must be in compliance with the appropriate areas of the Americans with Disabilities Act of 1990. A certificate stating compliance with the Americans with Disabilities Act may be required, upon request, by any participating Agency.

6. SITE VISITS

After the bid submittal via PlanetBids, the successful bidders are welcome to visit all treatment plant sites to familiarize themselves with the individual chemical storage and handling facilities. Each Agency reserves the right to specify alternate delivery points as necessary.

7. CHEMICAL CONFORMANCE

All chemicals shall conform to their appropriate chemical's technical specification. All chemicals designated as applicable for potable water treatment process shall be NSF 60 rated and/or meets the appropriate and current AWWA standard. All chemicals designated as applicable to wastewater treatment process shall meet the appropriate AWWA standard. The chemical supplier shall insure that the chemical being supplied meets such specifications and requirements.

8. WARRANTIES

Bidder warrants that all materials will conform within applicable specifications given to Agencies and will be free from defects. Without limitation of any rights which Agencies may have by reason of any breach of warranty, products which are not as warranted may be returned at bidder's expense at reasonable time after delivery, for either credit or replacement, as each participating Agency may direct.

9. PURCHASE ORDERS

It is the responsibility of each Agency to issue purchase orders and/or contract agreements to the successful bidder who is supplying the desired chemical. The purchase order and/or contract agreements and this bid shall constitute the entire agreement. Therefore, all chemical sales shall be invoiced directly to those Agencies, as per the purchase orders and/or contract agreements.

10. MODIFICATION OF AGREEMENT

No modification of award shall be binding upon any participating Agency unless made in writing and signed by authorized agents of each participating Agency.

11. INSURANCE

The successful bidder will provide all insurance documents within 30 days and shall not commence work under the *Standard Agreement* until bidder has obtained all the insurance required under this paragraph and such insurance(s) shall have been approved by the individual Agency as to form and carrier and sufficiency. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

Bidder shall procure and maintain for the duration of the contract all necessary insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the bidder, the bidder's agents, representatives, employees or subcontractors.

MINIMUM SCOPE OF INSURANCE

1. Insurance shall be at least as broad as:
 - a. Standard Workers' Compensation & Employer's Liability Including Occupations Disease Coverage
 - b. Comprehensive General Liability Insurance
 - c. Comprehensive Automobile Liability Insurance
 - d. Umbrella/Excess Liability Coverage
 - e. Broad Form Contractors Pollution Liability Insurance
2. Insurance Services Office form covering Automobile Liability, code 1 (any auto)
3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

BIDDER SHALL MAINTAIN LIMITS NO LESS THAN:

TYPE OF INSURANCE	MINIMUM LIMITS OF LIABILITY
Standard Workers' Compensation & Employer's Liability Including Occupations Disease Coverage	Statutory limits as required by the State of California including \$1 million Employers' Liability per accident, per employee for bodily injury or disease. If bidder is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance.
Comprehensive General Liability Insurance	\$5,000,000 per occurrence for bodily injury, personal injury, property damage and products and completed operations, product liability, contractor's pollution liability. If Commercial General Liability Insurance or other form with a general aggregate liability is used, either the general aggregate limit shall apply separately to this product or the minimum required aggregate limit or be twice the required occurrence limit. Policy shall be endorsed to name the Agency as an additional insured per the conditions detailed below. ISO Form CG 20 10 (1/85) or its equivalent is required.
Comprehensive Automobile Liability Insurance	\$5,000,000 per accident for bodily injury and property damage, to include automobile pollution liability. If the bidder is subject to the Motor Carrier Act of 1980, Automobile Liability Policy must be endorsed to include MCS-90 Endorsement for transportation of hazardous materials/waste/substances. If not, the policy shall be endorsed to include Transportation Pollution Liability Coverage to cover the materials transported by the bidder.
Umbrella/Excess Liability Coverage	If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as specified for underlying coverages and cover those insured in the underlying policies.
Broad Form Contractors Pollution Liability Insurance	Same limits as Commercial General Liability insurance. Time Element Sudden and Accidental coverage and/or any Blended Pollution Endorsements on General Liability and Auto Liability policies and/or Pollution Liability policies will be accepted.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by each Agency. At the option of each Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, employees, and volunteers; or the bidder shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Bidder is responsible for satisfaction of the deductible and/or self-insured retention for each loss.

OTHER INSURANCE PROVISIONS

The required general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

1. The Agency, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the bidder; products and completed operations of the bidder; premises owned, occupied or used by the bidder; or automobiles owned, leased, hired or borrowed by the bidder. The coverage shall contain no special limitations on the scope of protection afforded to the Agencies, its officers, officials, employees, agents or volunteers.
2. For any claims related to this project, the bidder's insurance coverage shall be primary insurance as respects the Agencies, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Agencies, its officers, officials, employees, agents or volunteers shall be excess of the bidder's insurance and shall not contribute with it and in no way relieves the bidder from its responsibility to provide insurance.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Agencies, its officers, officials, employees, agents or volunteers.
4. The bidder's insurance shall apply separately to each insured against whom claim is made or suit is brought except, with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agencies individually.
6. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the Agency. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in the Agency Agreement or (2) the full coverage and maximum limits of any insurance proceeds available to the bidder, whichever is greater.
7. If an umbrella or excess insurance policy is used to satisfy the required limits of insurance, it shall be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of each Agency before the Agency's own insurance shall be called upon to protect it as a named insured.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.

Verification of Coverage

Bidder shall furnish the Agencies with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the Agency. All endorsements are to be received and approved by each individual Agency before work commences. As an alternative to Agency forms, the bidder's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by the Agencies.

12. INDEMNIFICATION

To the maximum extent permitted by law, the successful bidder shall, at its own expense, indemnify, defend with counsel acceptable to each NBACP participating Agency listed on the *Standard Agreement* for chemical requirements, (which acceptance will not be unreasonably withheld), and hold harmless each such participating Agency and its officers, officials, employees, agents and volunteers ("Indemnities") from and against any and all liability, loss, damage, claims, suits, actions, arbitration

proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, claims expenses, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature, whether actual, alleged or threatened, arising out of or in connection with the furnishing of chemicals by the successful bidder pursuant to the *Standard Agreement* or the successful bidder's failure to comply with any of the terms of the *Standard Agreement*, regardless of any fault or alleged fault of the Indemnitees.

The successful bidder's obligation to indemnify, defend and hold harmless under this provision shall not be excused because of the successful bidder's inability to evaluate Liability, or because the successful bidder evaluates Liability and determines that the successful bidder is not or may not be liable. The successful bidder must respond within 30 calendar days to any tender for defense and indemnity by any participating Agency, unless the time for responding has been extended by an authorized representative of the participating Agency in writing. If the successful bidder fails to accept tender of defense and indemnity within 30 calendar days, in addition to any other remedies authorized by law, so much of the money due or that may become due the successful bidder under the *Standard Agreement* as shall reasonably be considered necessary by the participating Agency may be retained by the participating Agency until disposition has been made of the matter subject to tender, or until the successful bidder accepts the tender, whichever occurs first.

The successful bidder waives any and all rights to express or implied indemnity against the Indemnitees concerning any Liability of the successful bidder arising out of or in connection with the furnishing of chemicals by the successful bidder pursuant to the *Standard Agreement* or the successful bidder's failure to comply with any of the terms of the *Standard Agreement*.

13. PATENT GUARANTEE

The bidder shall, with respect to any bidder's standard manufacture, indemnify and hold harmless each participating Agency, its employees and agents, from costs and damages as finally determined by any court of competent jurisdiction for infringement of any United States Letters & Patent by reason of the sale or normal use of such product, provided that bidder is promptly notified of all such actual or potential infringement suits, and is given an opportunity to participate in the defense thereof by the Agencies.

14. CHEMICAL ORDERS

All orders placed throughout the contract period will be initiated separately by each respective Agency, and each will be responsible for the coordination of all aspects of those orders with the successful bidder(s). Inquiries in reference to individual orders during the contract period shall be directed to the appropriate individual Agency.

15. DELIVERY REQUIREMENTS

Delivery Bill of Lading must be provided for each shipment. All bulk shipments must include a weight ticket from a certified weigh station in addition to its shipping manifest. Delivery times and dates shall be coordinated between the supplier and each Agency. The supplier shall notify the Agency of any anticipated late deliveries at least 24 hours in advance of the scheduled delivery time and date unless delivery delays are a result of in-route transportation delays, then notification shall be required to inform the Agency of best effort delivery date and time. Persistent late deliveries shall be a basis for contract termination. **Any supplier who anticipates a production shutdown that could affect delivery of chemicals must send email notifications to all NBACP members of delivery status. A phone call must all be made to each member of the NBACP as a follow up notification.**

16. TEMPORARY FUEL SURCHARGE

In the event the California regional section of DOE On-Highway Diesel Fuel exceeds \$5.00 per gallon, the Supplier may submit a request for a "Temporary Fuel Surcharge" to offset the unanticipated Fuel cost increase. The request for "Temporary Fuel Surcharge" must include the methodology used to calculate the fuel surcharge and said fuel charge assess on per delivery or per bid item unit price. If a "Temporary Fuel Surcharge" is approved by the respectively Agency, said Fuel Surcharge shall remain in effect until the U.S. Average DOE price drops below \$5.00 per gallon and the "Temporary Fuel Surcharge" will longer apply. Adjustments to the "Temporary Fuel Surcharge" may only be made once every 3 months by resubmitting another request.

17. SAFETY

Supplier shall insure that their employees, subcontractors or agents comply with all Cal/OSHA, OSHA, and EPA safety standards while they are on Agency premises. All chemicals shall be delivered per Department of Transportation regulations. Chemicals shall stay in possession of the Supplier and not unloaded until accepted by the participating Agency. The Agencies reserve the right to individually refuse (at their sole discretion) any shipment which cannot be unloaded using safe and proper techniques. Any such refusal shall result in the return of product at the seller's sole expense.

Should a chemical spill/leakage occur due to negligence, faulty equipment and/or inferior packaging on the part of the supplier or his agents; the Supplier and/or his agents shall take immediate and appropriate actions to clean any spilled chemical, transport and lawfully/properly dispose of spilled waste material. The property of the Agency where the delivery is being made shall not be used for such disposal. Any and all cost incurred as the result of the Supplier and/or his supplier caused spill/leakage clean up shall be the responsibility of the supplier and/or his agents and at no charge to the Agency where the delivery is being made including and not limited to Regulatory Agency fines. If the spill/leakage is NOT cleaned up or to the satisfaction to the Agency and/or Regulatory Agency, the Agency will hire a certified Hazardous Material Handling company to clean up the spill/leakage, and the cost for such service will be charged to the Supplier.

The NBACP and their member Agencies have a zero-tolerance policy for re-occurring safety violations from the Suppliers and his agents and will terminate the Supplier for cause.

18. QUALITY CONTROL

The Agencies reserve the right to subject samples of the supplied chemical to analysis to ensure that it meets these specifications. If the chemical fails to meet these specifications, the Agencies have the option of requiring the chemical supplier to remove and replace any and all rejected chemical(s) within two (2) business days of notification. No payment shall be made for any chemical shipment that is rejected. Any lot tested by an Agency that fails to comply with the specifications shall constitute grounds for rejection of that lot. Repeat failures to comply with the specifications shall constitute grounds for termination of the contract.

19. OVER SHIPMENTS

Material shipped in excess of quantity ordered may be returned at bidder's expense.

20. ACCEPTANCE OF TERMS BY SHIPMENT

Shipment of any portion of the goods covered by this Bid shall be deemed an acceptance of the terms set forth herein.

21. TAXES

Pursuant to the Sales and Use Tax Law, water treatment facilities are entitled to submit *Resale Certificates* to the California State Board of Equalization which shall exempt that utility from paying sales tax on any chemical purchased for the expressed use of producing a potable water product. However, chemicals used to treat the byproducts from the water treatment process are subject to sales tax. It is the responsibility of each individual potable water Agencies to provide the selected suppliers with these certificates. Chemicals purchased for use in wastewater treatment facilities are subject to sales tax. Any other mil tax, surcharge, or impost specific to a chemical shall be shown as a separate item on your "Specification Deviations" Statement at the bottom of the *Standard Agreement*.

22. INVOICING and PAYMENTS

Invoices submitted for payment must be originals (faxed copies will not be accepted) and shall be sent via U.S. mail, courier service or e-mailed attachments in order for the payments to be processed promptly, invoices must be correct and accurate. Errors in original invoices will be not hand-correct by the Agency for payment. Habitual or re-occurring inaccurate billing will be cause for termination of contract.

Payments for all products will be made individually by the respective Agencies of the NBACP. The NBACP will not be held responsible for the financial arrangements made between each individual Agency and the successful bidder. Cash discounts for early remittance of payment should be so stated on the invoice and based upon "Net Payment in Thirty (30) Days". In all cases, cash discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.

23. SUB-CONTRACTING

No portion of the bid award may be subcontracted to another chemical vendor without the prior written approval of the NBACP Agencies.

24. ASSIGNMENT

Bidder shall not assign this order or any moneys to become due hereunder without the prior written consent of each Agency. Any assignment, or attempt at assignment, made without such consent of each Agency shall be void.

25. CANCELLATION

Either party may cancel the award in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit or creditors.

26. TERMINATION OF AWARD FOR CAUSE

If the successful bidder fails to fulfill in a timely and proper manner its obligations or if the successful bidder shall violate any of the covenants, agreements, general requirements, or stipulations of the award, each Agency shall have the right to unilaterally terminate the contract by giving written notice to the successful bidder of such termination and specifying the effective date of termination. Notwithstanding the above, the successful bidder shall not be relieved of liability to the Agency for damage sustained by the Agency by virtue of breach of the award by the successful bidder and the Agency may withhold any payments to the

successful bidder for the purpose of set-off until such time as the exact amount of damages due the Agency from the successful bidder is determined.

Aluminum Sulfate- Regular and Acidized (Alum)

1. **Chemical and Physical Properties:** All Alum furnished under the contract shall conform to AWWA specification B403-16 and ANSI/NSF Standard 60 and be practically chemically pure, free of sediment and other deleterious, particulate matter:

Appearance:	Clear liquid, light green or amber in color, with adequate clarity
Ionic character:	Cationic
Molecular weight:	594 for $\text{Al}_2(\text{SO}_4)_3 \cdot 14 \text{H}_2\text{O}$
Chemical formula:	$\text{Al}_2(\text{SO}_4)_3 \cdot 14 \text{H}_2\text{O}$

<u>Component</u>	<u>Acidized</u>	<u>Regular</u>
Concentration	~35%	~48%
Water-soluble aluminum: as Al_2O_3	~6.0%	~8.2%
Dry density lb/gal: (depending on acidity grade)	~3.60	~5.34
Specific gravity:	~1.24	~1.33
pH (depending on acidity grade)	~0.4	~2.4
H_2SO_4 in water		0.5-20%
Water-soluble iron: (as Fe_2O_3) on a basis of 8.0% Al_2O_3		<0.35%
Water-insoluble matter:		<0.2%

2. **Documentation:** The successful chemical supplier shall provide the documentation as specified and required under "Title 22 Code of Regulations, Division 4. Environmental Health, Chapter 16. California Waterworks Standards, Article 7. Additives, Section 64590. Direct Additives" to each member of the NBACP, prior to the start of the contract, for each chemical supplied.
3. **Disclaimer:** The chemicals shall contain nothing that will adversely affect the Agency's public water supply or be injurious to the chemical's feeding equipment.
4. **Training:** The successful bidder will provide up to six (6) hours of safety training per year for each member Agency which requests it. Training will be three (3) sessions of two (2) hours each to accommodate shift rotations. Training will consist of safe handling of Alum and emergency response. The successful bidder may opt to provide Multi-media training material (PowerPoint, DVD, safety presentation handouts) in-lieu of on-site training.
5. **Delivery requirements:** Product will be delivered in full tankers (average 45,000 lb/load). No deliveries will be accepted by an Agency unless the load is accompanied by a Certificate of Analysis (COA) for the specific batch or lot. The successful bidder shall email the following information to the receiving Agency, prior to each delivery:
 - a. Date of Delivery
 - b. Trucking Company name
 - c. Truck's license plate number
 - d. Trailer's license number, top seal number and base seal number
 - e. Driver's name
 - f. Driver's License number and state of issuance
6. **Laboratory Analysis:** A COA shall be submitted for each delivery with charges for the COA included in the bid price. This analysis shall include the following information:
 - a. Date of manufacturing
 - b. Location of manufacturing
 - c. Lot number of batch
 - d. Customer P.O. number
 - e. Analysis date
 - f. Total Al_2O_3 (% by wt)

- g. Total H₂O₃ (% by wt)
- h. Free Alumina (% by wt)
- i. % Fe₂O₃ (Total)
- j. Specific Gravity
- k. Water Insoluble (by wt)
- l. Appearance
- m. Date of Certificate of Analysis

7. **Measurement:** Alum shall be measured by the Dry Ton of Alum and calculated as follows:

$$\frac{(\text{Weight of Delivery}) \times (\text{Strength Factor})}{(\text{Price Basis}) \times (2000)} = \text{Dry Ton of Alum}$$

Price Basis: 48% solution concentration and an 8.16% %Al₂O₃. 8.16%/48% = 17%

8. **Payment:** The contract unit price of Alum per Dry Ton shall include all labor, tool, materials and full compensation to provide the contract item complete in place including, but not limited to the elements listed in the proposal description for the contract item.

9. **Location and Quantity of Delivery:**

NBACP Member Utility	Address	City/Zip	Tank Size (gal)	Forecast Dry Tons
City of American Canyon Water Treatment Plant	250 Kirkland Ranch Rd	Napa 94558	6,000	acidized 275
City of Benicia Water Treatment Plant	100 Water Way	Benicia 94510	13,000	acidized 470
City of Fairfield North Bay Regional WTP Waterman WTP	5110 Waterworks Lane 2900 Vista Grande	Fairfield 94533 Fairfield 94534	50,000 45,000	1300 370
City of St. Helena Louis Stralla WTP	410 Crystal Springs Rd	St. Helena 94574	10,000	50
City of Vallejo Fleming Hill WTP Travis AFB WTP	202 Fleming Hill Road 383 Fairchild Drive	Vallejo 94590 Travis AFB 94535	32,000 6,500	900 200
City of West Sacramento George Kristoff WTP	400 N. Harbor Blvd	West Sacramento	21,000	60

TOTAL

**Acidized 745 Dry Tons
Regular 2880 Dry Tons**

Sodium Hydroxide 50% & 25% Solution (Caustic Soda)

1. **Chemical and Physical Properties:** All Caustic Soda furnished under the contract shall conform to AWWA specification B501-19 and ANSI/NSF Standard 60 and be practically chemically pure, free of sediment and other deleterious, particulate matter:

<u>Component</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Typical</u>
50% NaOH* Concentration	48.50%*	51.00%**	49.75%**
25% NaOH* Concentration	24.00%*	26.00%**	25.00%**
Na ₂ O* concentration	37.50%*	39.00%*	38.00%*
Na ₂ CO ₃		0.40%	0.28%
NaCl		2.20%	2.10%
Fe		0.0008%	0.00075%
Na ₂ SO ₄		0.05%	0.03%

Notes: * - % by dry weight and ** - % by liquid

2. **Documentation:** The successful chemical supplier shall provide the documentation as specified and required under "Title 22 Code of Regulations, Division 4. Environmental Health, Chapter 16. California Waterworks Standards, Article 7. Additives, Section 64590. Direct Additives" to each member of the NBACP, prior to the start of the contract, for each chemical supplied.
3. **Disclaimer:** The chemicals shall contain nothing that will adversely affect the Agency's public water supply or be injurious to the chemical's feeding equipment.
4. **Training:** The successful bidder will provide up to six (6) hours of safety training per year for each member Agency which requests it. Training will be three (3) sessions of two (2) hours each to accommodate shift rotations. Training will consist of safe handling of Caustic Soda and emergency response. The successful bidder may opt to provide Multi-media training material (PowerPoint, DVD, safety presentation handouts) in-lieu of on-site training.
5. **Delivery requirements:** Product will be delivered in full tankers (average 45,000 lb/load). No deliveries will be accepted by an Agency unless the load is accompanied by a Certificate of Analysis (COA) for the specific batch or lot. The successful bidder shall email the following information to the receiving Agency, prior to each delivery:
- a. Date of Delivery
 - b. Trucking Company name
 - c. Truck's license plate number
 - d. Trailer's license number, top seal number and base seal number
 - e. Driver's name
 - f. Driver's License number and state of issuance
6. **Laboratory Analysis:** A COA shall be submitted for each delivery with charges for the COA included in the bid price. This analysis shall include the following information:
- a. Date of Manufacturing
 - b. Location of manufacturing
 - c. Lot number of batch
 - d. Customer P.O. of batch
 - e. Analysis date
 - f. Assay (% solution)
 - g. Specific Gravity @ 20°C

- h. Na₂O (wt %)
- i. Na₂CO₃ (wt %)
- j. NaCl (wt %)
- k. NaClO₃ (wt %)
- l. Na₂SO₄ (wt %)
- m. Fe (ppm)
- n. Appearance
- o. Date of Certificate of Analysis

7. **Measurement:** Caustic Soda shall be measured by the Dry Tons (TON) and calculated as follows:

$$\frac{(\text{Solution Weight}) \times (\text{Specific Gravity}) \times (8.34) \times (\text{Solution \%})}{(2,000)} = \text{Dry Ton of Caustic Soda}$$

8. **Payment:** The contract unit price of Caustic Soda per Dry Ton shall include all labor, tool, materials and full compensation to provide the contract item complete in place including, but not limited to the elements listed in the proposal description for the contract item.

Continued on next page.

9. **Location and Quantity of Delivery:**

50% Solutions

NBACP Member Utility	Address	City/Zip	Tank Size (gal)	Forecast Dry Tons
<i>City of Benicia</i> Water Treatment Plant	100 Water Way	Benicia 94510	13,000	180
<i>City of Fairfield</i> North Bay Regional WTP	5110 Waterworks Lane	Fairfield 94533	32,000	450
Waterman WTP	2900 Vista Grande	Fairfield 94534	40,000	160
<i>City of St. Helena</i> Louis Stralla WTP	410 Crystal Springs Rd	St. Helena 94574	4,000	10
<i>City of Vallejo</i> Fleming Hill WTP	202 Fleming Hill Road	Vallejo 94590	28,600	300

TOTAL
1100 Dry Tons

25% Solutions

NBACP Member Utility	Address	City/Zip	Tank Size (gal)	Forecast Dry Tons
<i>City of American Canyon</i> Water Treatment Plant	250 Kirkland Ranch Rd	Napa 94558	11,000	125
<i>City of Benicia</i> Water Treatment Plant	100 Water Way	Benicia 94510	13,000	30
Wastewater Treatment Plant	614 East 5 th Street	Benicia 94510	1,100	52
<i>City of Calistoga</i> Wastewater Treatment Plant	1100 Dunaweal Lane	Calistoga 94515	5,000	10
<i>City of Napa</i> Hennessey WTP	1000 Sage Canyon Road	St. Helena 94574	1@10,000	80
Jameson Canyon WTP	270 Kirkland Ranch Rd	American Canyon 94503	3@8450	150
Milliken WTP	630 Chaparral Circle	Napa 94558	13000	5
<i>City of Vallejo</i> Fleming Hill WTP	202 Fleming Hill Road	Vallejo 94590	28,600	125
Travis AFB WTP	383 Fairchild Drive	Travis AFB 94535	4,500	50
<i>City of West Sacramento</i> George Kristoff WTP	400 N. Harbor Blvd	West Sacramento	2@4,000	85
<i>Vallejo Sanitation & Flood Control District</i>	450 Ryder Street	Vallejo 94590	1,000	6

TOTAL
718 Dry Tons

Liquid Oxygen (LOX)

LOX shall be delivered to a vertical or horizontal storage tank supplied by OWNER. Deliveries shall be made on an as needed basis and shall in no way be required to be uniform or regular. The gas shall be suitable for ozone generation and instrument and process use. The LOX supplied shall comply with the specifications as stated in this document.

1. **Chemical and Physical Properties:** All LOX furnished under the contract shall conform to AWWA specification B304-18 and ANSI/NSF Standard 60 and be practically chemically pure, free of sediment and other deleterious, particulate matter:

<u>Component</u>	<u>Minimum</u>	<u>Maximum</u>
Dew point @ standard atmospheric pressure		- 80°F (-62.2°C)
Total Hydrocarbon Content (THC)		25 Parts Per Million (ppm)
Minimum Purity	99.5%	

2. **Documentation:** The successful chemical supplier shall provide the documentation as specified and required under "Title 22 Code of Regulations, Division 4. Environmental Health, Chapter 16. California Waterworks Standards, Article 7. Additives, Section 64590. Direct Additives" to each member of the NBACP, prior to the start of the contract, for each chemical supplied.
3. **Disclaimer:** The chemicals shall contain nothing that will adversely affect the Agency's public water supply or be injurious to the chemical's feeding equipment.
4. **Training:** The successful bidder will provide up to six (6) hours of safety training per year for each member Agency which requests it. Training will be three (3) sessions of two (2) hours each to accommodate shift rotations. Training will consist of safe handling of LOX and emergency response. The successful bidder may opt to provide Multi-media training material (PowerPoint, DVD, safety presentation handouts) in-lieu of on-site training.
5. **Delivery Requirements:** No deliveries will be accepted by an Agency unless the load is accompanied by a Certificate of Analysis (COA) for the specific batch or lot. The successful bidder shall email the following information to the receiving Agency, prior to each delivery:
 - a. Date of Delivery
 - b. Trucking Company name
 - c. Truck's license plate number
 - d. Trailer's license number, top seal number and base seal number
 - e. Driver's name
 - f. Driver's License number and state of issuance
6. **Laboratory Analysis:** A COA shall be submitted for each delivery with charges for the COA included in the bid price. This analysis shall include the following information:
 - a. Date of manufacturing
 - b. Location of manufacturing
 - c. Lot number of batch
 - d. Analysis date
 - e. Minimum Purity (Assay) \geq 99.5%
 - f. Dew point @ standard atmospheric pressure (maximum -80°F or -62.2°C)
 - g. Total Hydrocarbon content (\leq 25 ppm)
 - h. Date of Certificate of Analysis

Affidavit of Compliance: For each delivery of LOX, the CONTRACTOR shall submit an affidavit of compliance with these specifications. The affidavit of compliance shall contain:

- a. Temperature (°F, °C): The guaranteed dew point temperature (at standard atmospheric pressure) of each individual shipment. Temperatures shall be applied in degrees Fahrenheit and degrees Celsius.
- b. Parts per million (ppm): The THC of the individual shipment shall be stated in parts per million (ppm) and shall be in compliance with this specification.
- c. Gas grade and purity levels (%): The grade of the LOX delivered at each shipment shall be stated and shall comply with the grade required by this specification. The purity level of each individual shipment shall be specified as a weight percentage basis and shall comply with the purity levels required by this specification.

7. **Measurement**: LOX can be delivered (metered) in gallons (gal), but shall be invoiced in units of Hundred Cubic Feet (CCF) and shall be calculated as follows:

$$(\text{LOX Delivered, gal}) \times (1.151 \text{ CCF/gal}) = \text{CCF of LOX to be invoiced}$$

8. **Payment**: The contract unit price of LOX per CCF shall include all labor, tool, materials and full compensation to provide the contract item complete in place including, but not limited to the elements listed in the proposal description for the contract item.

9. **Location and Quantity of Delivery**:

NBACP Member Utility	Address	City/Zip	Tank Size (gal)	Forecast CCF
<i>City of Fairfield</i> North Bay Regional WTP Waterman WTP	5110 Waterworks Lane 2900 Vista Grande	Fairfield 94533 Fairfield 94534	37,500 13,000	150,000 100,000
<i>City of Napa</i> Jameson Canyon WTP	270 Kirkland Ranch Rd	American Canyon 94503	6,000	166,000
<i>City of Vallejo</i> Fleming Hill WTP	202 Fleming Hill Road	Vallejo 94590	11,000	200,000

TOTAL
616,000 CCF

Carbon Dioxide (CO₂)

CO₂ shall be delivered to a vertical or horizontal storage tank supplied by OWNER. Deliveries shall be made on an as needed basis and shall in no way be required to be uniform or regular. The gas shall be suitable for potable water treatment and process use. The CO₂ supplied shall comply with the specifications as stated in this document.

1. **Chemical and Physical Properties:** All CO₂ furnished under the contract shall conform to AWWA specification B510-18 and ANSI/NSF Standard 60 and be practically chemically pure, free of sediment and other deleterious, particulate matter:

<u>Component</u>	<u>Minimum</u>	<u>Maximum</u>
Dew point @ standard atmospheric pressure		-67°F (-55°C)
Total Hydrocarbon Content (THC)		50 Parts Per Million (ppm)
Total Sulfur (TSULF)		0.5 Parts Per Million (ppm)
Water (H ₂ O)		20 Parts Per Million (ppm)
Minimum Purity	99.5%	

2. **Documentation:** The successful chemical supplier shall provide the documentation as specified and required under "Title 22 Code of Regulations, Division 4. Environmental Health, Chapter 16. California Waterworks Standards, Article 7. Additives, Section 64590. Direct Additives" to each member of the NBACP, prior to the start of the contract, for each chemical supplied.
3. **Disclaimer:** The chemical shall contain nothing that will adversely affect the Agency's public water supply or be injurious to the chemical's feeding equipment.
4. **Training:** The successful bidder will provide up to six (6) hours of safety training per year for each member Agency which requests it. Training will be three (3) sessions of two (2) hours each to accommodate shift rotations. Training will consist of safe handling of CO₂ and emergency response. The successful bidder may opt to provide Multi-media training material (PowerPoint, DVD, safety presentation handouts) in-lieu of on-site training.
10. **Delivery requirements:** No deliveries will be accepted by an Agency unless the load is accompanied by a Certificate of Analysis (COA) for the specific batch or lot. The successful bidder shall email the following information to the receiving Agency, prior to each delivery:
 - a. Date of Delivery
 - b. Trucking Company name
 - c. Truck's license plate number
 - d. Trailer's license number, top seal number and base seal number
 - e. Driver's name
 - f. Driver's License number and state of issuance
5. **Laboratory Analysis:** A COA shall be submitted for each delivery with charges for the COA included in the bid price. This analysis shall include the following information:
 - a. Date of manufacturing
 - b. Location of manufacturing
 - c. Lot number of batch
 - d. Analysis date
 - e. Minimum Purity (Assay) ≥ 99.5%
 - f. Total Hydrocarbon content (≤50 ppm)
 - g. Total Sulfur content (≤0.5 ppm)
 - h. Total Water content (≤20 ppm)
 - i. Date of Certificate of Analysis

Affidavit of Compliance: For each delivery of CO₂, the CONTRACTOR shall submit an affidavit of compliance with these specifications. The affidavit of compliance shall contain:

- a. Temperature (°F, °C): The guaranteed dew point temperature (at standard atmospheric pressure) of each individual shipment. Temperatures shall be applied in degrees Fahrenheit and degrees Celsius.
- b. Parts per million (ppm): The THC, TSULF, and H₂O of the individual shipment shall be stated in parts per million (ppm) and shall be in compliance with this specification.
- c. Gas grade and purity levels (%): The grade of the CO₂ delivered at each shipment shall be stated and shall comply with the grade required by this specification. The purity level of each individual shipment shall be specified as a weight percentage basis and shall comply with the purity levels required by this specification.

6. **Measurement:** CO₂ must be delivered and invoiced in units of pounds.

7. **Payment:** The contract unit price of CO₂ per pound shall include all labor, tool, materials and full compensation to provide the contract item complete in place including, but not limited to the elements listed in the proposal description for the contract item.

8. **Location and Quantity of Delivery:**

NBACP Member Utility	Address	City/Zip	Tank Size (ton)	Forecast (pounds)
City of Fairfield Waterman WTP	2900 Vista Grande	Fairfield 94534	14	200,000

TOTAL
200,000 Lbs.

Liquid Chlorine (Cl₂ Gas)

1. **Chemical and Physical Properties:** All Cl₂ gas furnished under the contract shall conform to AWWA specification B301-18 and ANSI/NSF Standard 60 and be practically chemically pure and shall be completely anhydrous conforming to the following by volume:

<u>Component</u>	<u>Minimum</u>	<u>Maximum</u>
Chlorine		99.5%
H ₂ O		0.07%
Residual		0.033%

2. **Documentation:** The successful chemical supplier shall provide the documentation as specified and required under "Title 22 Code of Regulations, Division 4. Environmental Health, Chapter 16. California Waterworks Standards, Article 7. Additives, Section 64590. Direct Additives" to each member of the NBACP, prior to the start of the contract, for each chemical supplied.
3. **Disclaimer:** The chemicals shall contain nothing that will adversely affect the Agency's public water supply or be injurious to the chemical's feeding equipment. Cl₂ gas shall be delivered in steel cylinders (containers), free of defects and painted in light safety color, complying with the requirements of the Interstate Commerce Commission and of the State of California, Department of Industrial Relations, Division of Industrial Safety. All appurtenances attached to Cl₂ gas cylinders shall be leak free.
4. **Training:** The successful bidder will provide up to six (6) hours of safety training per year for each member Agency which requests it. Training will be three (3) sessions of two (2) hours each to accommodate shift rotations. Training will consist of safe handling of Cl₂ gas and emergency response. The successful bidder may opt to provide Multi-media training material (PowerPoint, DVD, safety presentation handouts) in-lieu of on-site training.
5. **Delivery Requirements:** No deliveries will be accepted by an Agency unless the load is accompanied by a Certificate of Analysis (COA) for the specific batch or lot. The successful bidder shall email the following information to the receiving Agency, prior to each delivery:
 - a. Date of Delivery
 - b. Trucking Company name
 - c. Truck's license plate number
 - d. Trailer's license number, top seal number and base seal number
 - e. Driver's name
 - f. Driver's License number and state of issuance
6. **Laboratory Analysis:** A COA shall be submitted for each delivery with charges for the COA included in the bid price. This analysis shall include the following information:
 - a. Date of manufacturing
 - b. Location of manufacturing
 - c. Lot number of batch
 - d. Analysis date
7. **Measurement:** Cl₂ must be delivered and invoiced in units of pounds.
8. **Payment:** The contract unit price of Cl₂ gas per TON shall include all labor, tool, materials and full compensation to provide the contract item complete in place including, but not limited to the elements listed in the proposal description for the contract item.
 - a. The measurement for Cl₂ gas shall be for each 1 (one) ton container containing Cl₂ gas.
 - b. Bid Unit Price for each 1-ton cylinder of Cl₂ gas shall include but not limited to fuel surcharge, sales tax (if applicable) and California Pesticide Assessment fee.

- c. Full Load delivery means 4 cylinders or more and Short Load delivery means 1 to 3 cylinders
- d. Cylinder Deposit or Demurrage: There shall be no deposit, demurrage or rental charges on one-ton chlorine cylinders delivered under this bid. While it is anticipated that cylinders normally will be returned within thirty (30) days, there shall be no deposit or demurrage charge, regardless of time elapsed between delivery and return, during the life of any contract entered into pursuant to these specifications. Chlorine cylinders will be returned within 90 days after the end of contract. Bidder shall indicate the replacement cost of a lost or damaged chlorine cylinder in the Standard Agreement's specific deviation.

9. Location and Quantity of Delivery:

*One-ton Cylinders with 1 to 3 cylinders per delivery

NBACP Member Utility	Address	City/Zip	Typical Delivery (ton)	Forecast Usage (ton)
<i>City of Benicia</i> Water Treatment Plant	100 Water Way	Benicia 94510	2 ton	18
<i>Solano Irrigation District</i> Cement Hill WTP	1200 Manuel Campos	Fairfield 94533	2 ton	18

TOTAL
36 Tons

Sodium Hypochlorite – 12.5%

1. **Chemical and Physical Properties:** All Sodium Hypochlorite furnished under the contract shall conform to AWWA specification B300-18 and ANSI/NSF Standard 60 and be practically chemically pure, free of sediment and other deleterious, particulate matter:

<u>Component</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Typical</u>
Specific gravity at 20°C	1.19	1.25	
Available Chlorine	11.9%	14.9%	
Sodium Hypochlorite, (% by wt)	12.5%	15.6%	
Free Alkali (as NaOH)	0.10%	1.0%	
Insoluble		0.15%	
Age of product at Delivery		3 Days	
<u>Contaminant Concentration Limit</u>			
Iron			<2.0 mg/L
Nickel			<0.1 mg/L
Copper			<0.2 mg/L
Cobalt			<0.1mg/L
Mercury			<0.05 mg/L
Chlorate			<2,500 mg/L

2. **Documentation:** The successful chemical supplier shall provide the documentation as specified and required under “Title 22 Code of Regulations, Division 4. Environmental Health, Chapter 16. California Waterworks Standards, Article 7. Additives, Section 64590. Direct Additives” to each member of the NBACP, prior to the start of the contract, for each chemical supplied.
3. **Disclaimer:** The chemicals shall contain nothing that will adversely affect the Agency’s public water supply or be injurious to the chemical’s feeding equipment. Sodium hypochlorite filtration limitation specifications for potable water require 1000 mL of the sodium hypochlorite product supplied under this contract shall pass through a 0.8-micron filter (Millipore, Type AA) under vacuum (25 inches Hg) within 30 minutes. Plant staff may conduct this test prior to accepting a delivery.
4. **Training:** The successful bidder will provide up to six (6) hours of safety training per year for each member Agency which requests it. Training will be three (3) sessions of two (2) hours each to accommodate shift rotations. Training will consist of safe handling of Sodium Hypochlorite and emergency response. The successful bidder may opt to provide Multi-media training material (PowerPoint, DVD, safety presentation handouts) in-lieu of on-site training.
5. **Delivery Requirements:** No deliveries will be accepted by an Agency unless the load is accompanied by a Certificate of Analysis (COA) for the specific batch or lot. The successful bidder shall email the following information to the receiving Agency, prior to each delivery:
 - a. Date of Delivery
 - b. Trucking Company name
 - c. Truck’s license plate number
 - d. Trailer’s license number, top seal number and base seal number
 - e. Driver’s name
 - f. Driver’s License number and state of issuance
6. **Laboratory Analysis:** A COA shall be submitted for each delivery with charges for the COA included in the bid price. This analysis shall include the following information:
 - a. Date of manufacturing
 - b. Location of manufacturing
 - c. Lot number of batch

- d. Analysis date
- e. Excess NaOH – Percent by weight and pounds per gallon
- f. Excess Na₂CO₃ – Percent by weight and pounds per gallon
- g. Date of Certificate of Analysis

7. **Measurement:** Sodium Hypochlorite shall be measured by the gallon and calculated as follows:

$$\frac{\text{Delivered Net Weight (lb)}}{\text{Specific Gravity}} = \text{gal of Sodium Hypochlorite}$$

8. **Payment:** The contract unit price of Sodium Hypochlorite per gallon shall include all labor, tool, materials and full compensation to provide the contract item complete in place including, but not limited to the elements listed in the proposal description for the contract item.

Continued on next page.

9. Location and Quantity of Delivery:

NBACP Member Utility	Address	City/Zip	Tank Size (gal)	Forecast Usage (gal)
<i>City of American Canyon</i> Water Treatment Plant	250 Kirkland Ranch Rd	Napa 94558		20,000
Wastewater Treatment Plant	151 Mezzetta Court	American Canyon 94503		19,000
<i>City of Benicia</i> Wastewater Treatment Plant	614 East 5 th Street	Benicia 94510	7,800	115,000
James Lemos Swimming Pool	181 East J Street	Benicia 94510	2@1,000	20,000
<i>City of Calistoga</i> Water Treatment Plant	3522 Evey Road	Calistoga 94515	2,000	20,000
Wastewater Treatment Plant	1100 Dunaweal lane	Calistoga 94515	8,000	50,000
<i>City of Davis</i> Wastewater Treatment Plant	45400 County Rd.	Davis 95616	6,000	270,000
<i>City of Fairfield</i> North Bay Regional WTP	5110 Waterworks Lane	Fairfield 94533	35,000	220,000
Waterman WTP	2900 Vista Grande	Fairfield 94534	20,000	60,000
<i>City of West Sacramento</i> George Kristoff WTP	400 N. Harbor Blvd.	West Sacramento 95605	2@8,000	120,000
<i>Town of Yountville</i>	7501 Solano Avenue,	Yountville, CA 94599	2100	16,000
<i>City of Petaluma</i> Ellis Creek WRF	3890 Cypress Dr	Petaluma 94954	39,000(6)	200,000
<i>City of St. Helena</i> WWTP				16,000
Louis Stralla WTP	410 Crystal Springs Rd	St. Helena 94574	4,600	10,600
<i>City of Vacaville</i> Easterly WWTP	1001 Allison Drive	Vacaville 95687	15,000	400,000
<i>City of Vallejo</i> Travis AFB WTP	383 Fairchild Drive	Travis SFB 94535	5,000	22,000
Fleming Hill WTP	202 Fleming Hill Rd	Vallejo 94589	2@15,000	120,000
Swanzy Reservoir	1 Swanzy Dam Rd.	Vallejo 94589	1,000	5,000
<i>Vallejo Sanitation & Flood Control District</i>	450 Ryder Street	Vallejo 94590	2@10,500	225,000
<i>City of Napa</i> Hennessey WTP	1000 Sage Canyon Road	St. Helena 94574	13,500	108,000
Jameson Canyon WTP	270 Kirkland Ranch Road	American Canyon 94503	3@8,450	132,000
Milliken WTP	630 Chaparral Circle	Napa 94558	3,100	7,600

TOTAL
2,176,200 Gallons

Ferric Chloride (Ferric)

1. **Chemical and Physical Properties:** All Ferric furnished under the contract shall conform to AWWA specification B407-18 and ANSI/NSF Standard 60 and be practically chemically pure, free of sediment and other deleterious, particulate matter:

<u>Component</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Typical</u>
Ferric Chloride	39.0%	46.0%	43.0%
Ferrous Chloride	0.0%	2.5%	0.4%
Free HCl	0.1%	1.0%	0.3%
Specific gravity @ 20°C	1.3	1.5	1.45
% Insolubles	0.0%	0.5%	0.02%

2. **Documentation:** The successful chemical supplier shall provide the documentation as specified and required under "Title 22 Code of Regulations, Division 4. Environmental Health, Chapter 16. California Waterworks Standards, Article 7. Additives, Section 64590. Direct Additives" to each member of the NBACP, prior to the start of the contract, for each chemical supplied.
3. **Disclaimer:** The chemicals shall contain nothing that will adversely affect the Agency's public water supply or be injurious to the chemical's feeding equipment.
4. **Training:** The successful bidder will provide up to six (6) hours of safety training per year for each member Agency which requests it. Training will be three (3) sessions of two (2) hours each to accommodate shift rotations. Training will consist of safe handling of Ferric and emergency response. The successful bidder may opt to provide Multi-media training material (PowerPoint, DVD, safety presentation handouts) in-lieu of on-site training.
5. **Delivery Requirements:** No deliveries will be accepted by an Agency unless the load is accompanied by a Certificate of Analysis (COA) for the specific batch or lot. The successful bidder shall email the following information to the receiving Agency, prior to each delivery:
 - a. Date of Delivery
 - b. Trucking Company name
 - c. Truck's license plate number
 - d. Trailer's license number, top seal number and base seal number
 - e. Driver's name
 - f. Driver's License number and state of issuance
6. **Laboratory Analysis:** A COA shall be submitted for each delivery with charges for the COA included in the bid price. This analysis shall include the following information:
 - a. Date of manufacturing
 - b. Location of manufacturing
 - c. Lot number of batch
 - d. Analysis date
 - e. Specific Gravity
 - f. Ferric Chloride (%)
 - g. Ferrous Chloride (%)
 - h. Free HCl (%)
 - i. Insoluble (%)
 - j. Date of Certificate of Analysis

7. **Measurement:** Ferric must be delivered and invoiced in units of dry tons.

8. **Payment:** The contract unit price of Ferric per dry ton shall include all labor, tool, materials and full compensation to provide the contract item complete in place including, but not limited to the elements listed in the proposal description for the contract item.

9. **Location and Quantity of Delivery:**

NBACP Member Utility	Address	City/Zip	Tank Size (gal)	Forecast Dry Tons
<i>City of Benicia</i> Wastewater Treatment Plant	614 East 5 th Street	Benicia 94510	6,500	33
<i>City of Petaluma</i> Ellis Creek WRF	3890 Cypress Dr	Petaluma 94954	6,500	110
<i>City of Vacaville</i> Water Treatment Plant	1001 Allison Drive	Vacaville 95687	5,500	100
Well 15	6800 Leisure Town Drive	Vacaville 95688	5,500	150

TOTAL
393 Dry Tons

Sodium Bisulfite

1. **Chemical and Physical Properties:** All Sodium Bisulfite furnished under the contract shall conform to AWWA specification B601-17 (Sodium Metabisulfite) and ANSI/NSF Standard 60 and be practically chemically pure, free of sediment and other deleterious, particulate matter:

<u>Component</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Typical</u>
Total Reducing Substances, as NaHSO ₃	25.0%	26.5%	25.0
Sodium Bisulfite, actual, as NaHSO ₃	25.0%	26.5%	25.0%
Sodium Sulfite, actual as Na ₂ SO ₃		2.4%	
Sodium Sulfate, as Na ₂ SO ₄		3.8%	
Iron as Fe		5.0 mg/L	
Sulfur Dioxide Equivalent, as SO ₂		16.6%	

2. **Documentation:** The successful chemical supplier shall provide the documentation as specified and required under "Title 22 Code of Regulations, Division 4. Environmental Health, Chapter 16. California Waterworks Standards, Article 7. Additives, Section 64590. Direct Additives" to each member of the NBACP, prior to the start of the contract, for each chemical supplied.
3. **Disclaimer:** The chemicals shall contain nothing that will adversely affect the Agency's public water supply or be injurious to the chemical's feeding equipment.
4. **Training:** The successful bidder will provide up to six (6) hours of safety training per year for each member Agency which requests it. Training will be three (3) sessions of two (2) hours each to accommodate shift rotations. Training will consist of safe handling of Sodium Bisulfite and emergency response. The successful bidder may opt to provide Multi-media training material (PowerPoint, DVD, safety presentation handouts) in-lieu of on-site training.
5. **Delivery Requirements:** No deliveries will be accepted by an Agency unless the load is accompanied by a Certificate of Analysis (COA) for the specific batch or lot. The successful bidder shall email the following information to the receiving Agency, prior to each delivery:
 - a. Date of Delivery
 - b. Trucking Company name
 - c. Truck's license plate number
 - d. Trailer's license number, top seal number and base seal number
 - e. Driver's name
 - f. Driver's License number and state of issuance
6. **Laboratory Analysis:** A COA shall be submitted for each delivery with charges for the COA included in the bid price. This analysis shall include the following information:
 - a. Date of Manufacturing
 - b. Location of manufacturing
 - c. Lot number of batch
 - d. Analysis date
 - e. Specific Gravity @ 20°C
 - f. Assay (% by wt)
 - g. Date of Certificate of Analysis
7. **Measurement:** Sodium Bisulfite shall be measured by the gallons and calculated as follows:

$$\frac{\text{Delivered Net Weight (lb)}}{10.010} = \text{gal of Sodium Bisulfite}$$

8. **Payment:** The contract unit price of Sodium Bisulfite per gallon shall include all labor, tool, materials and full compensation to provide the contract item complete in place including, but not limited to the elements listed in the proposal description for the contract item.

9. **Location and Quantity of Delivery:**

NBACP Member Utility	Address	City/Zip	Tank Size (gal)	Forecast Usage (gal)
<i>City of American Canyon</i> Wastewater Treatment Plant	151 Mezzetta Court	American Canyon 94503		1,500
<i>City of Benicia</i> Wastewater Treatment Plant	614 East 5th Street	Benicia 94510	10,000	80,000
<i>City of Calistoga</i> Wastewater Treatment Plant	1100 Dunaweal Lane	Calistoga 94515	9,000	20,000
<i>City of Davis</i> Wastewater Treatment Plant	45400 County Rd.	Davis 95616	6,000	110,000
<i>City of Petaluma</i> Ellis Creek WRF	3890 Cypress Dr	Petaluma 94954	2@13,000	40,000
<i>Town of Yountville</i> Wastewater Treatment Plant	7501 Solano Avenue,	Yountville 94599		4,000
<i>City of Vacaville</i> Easterly WWTP	6040 Vaca Station Road	Elmira 95625	2@10,000	220,000
<i>Vallejo Sanitation & Flood Control District</i>	450 Ryder Street	Vallejo 94590	2@ 3,750	110,000

TOTAL
585,500 Gallons

FLUOROSILICIC ACID (FSA or Fluoride)

1. **Chemical and Physical Properties:** All Fluoride furnished under the contract shall conform to AWWA specification B703-19 and ANSI/NSF Standard 60 and be practically chemically pure, free of sediment and other deleterious, particulate matter:

Appearance:	Clear liquid, with pungent odor
Color (APHA):	<100 color units if straw yellow
Suspended matter:	Free of visible suspended matter
Molecular weight:	144
Chemical formula:	H ₂ SiF ₆

<u>Component</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Typical</u>
Product concentration (FSA by weight)	23%	25%	24%
Hydrofluoric acid free acids (other than H ₂ SiF ₆) expressed as HF acid		< 1%	
Lead concentration:		<0.5 ppm	
Specific gravity:	1.20	1.30	
pH (depending on acidity grade):	0.4	2.4	

2. **Documentation:** The successful chemical supplier shall provide the documentation as specified and required under "Title 22 Code of Regulations, Division 4. Environmental Health, Chapter 16. California Waterworks Standards, Article 7. Additives, Section 64590. Direct Additives" to each member of the NBACP, prior to the start of the contract, for each chemical supplied.
3. **Disclaimer:** The chemicals shall contain nothing that will adversely affect the Agency's public water supply or be injurious to the chemical's feeding equipment.
4. **Training:** The successful bidder will provide up to six (6) hours of safety training per year for each member Agency which requests it. Training will be three (3) sessions of two (2) hours each to accommodate shift rotations. Training will consist of safe handling of Fluoride and emergency response. The successful bidder may opt to provide Multi-media training material (PowerPoint, DVD, safety presentation handouts) in-lieu of on-site training.
5. **Delivery Requirements:** No deliveries will be accepted by an Agency unless the load is accompanied by a Certificate of Analysis (COA) for the specific batch or lot. The successful bidder shall email the following information to the receiving Agency, prior to each delivery:
- Date of Delivery
 - Trucking Company name
 - Truck's license plate number
 - Trailer's license number, top seal number and base seal number
 - Driver's name
 - Driver's License number and state of issuance
6. **Laboratory Analysis:** A COA shall be submitted for each delivery with charges for the COA included in the bid price. This analysis shall include the following information:
- Date of Manufacturing
 - Location of manufacturing
 - Lot number of batch
 - Analysis date
 - Specific Gravity

- f. Total H₂SiF₆ (% by wt)
- g. Total HF (% by wt)
- h. Lead (ppm)
- i. Visible Suspended matter
- j. Date of Certificate of Analysis

7. **Measurement:** Fluoride shall be measured by Dry Ton (TONS) and calculated as follows:

$$(\text{Delivered Fluoride, Tons}) \times (\% \text{H}_2\text{SiF}_6) = \text{TONS of Fluoride}$$

8. **Payment:** The contract unit price of Fluoride per dry ton shall include all labor, tool, materials and full compensation to provide the contract item complete in place including, but not limited to the elements listed in the proposal description for the contract item.

9. **Location and Quantity of Delivery:**

*Typically delivered in 1,000 gal loads

NBACP Member Utility	Address	City/Zip	Tank Size (gal)	Forecast Dry Tons
City of Benicia Water Treatment Plant	100 Water Way	Benicia 94510	6,500	22
City of Fairfield North Bay Regional WTP Waterman WTP	5110 Waterworks Lane 2900 Vista Grande	Fairfield 94533 Fairfield 94534	6,800 8,000	17 15
City of Vacaville Water Treatment Plant	1001 Allison Drive	Vacaville 95687	5,000	6
City of Vallejo Fleming Hill WTP Travis AFB WTP	202 Fleming Hill Road 383 Fairchild Drive	Vallejo 94590 Travis AFB 94535	7,600 4,500	20 5
City of West Sacramento George Kristoff WTP	400 N. Harbor Blvd	West Sacramento	2@3,200	12

TOTAL
97 Dry Tons

Ortho-Polyphosphate

1. **Chemical and Physical Properties:** All Ortho-polyphosphate furnished under the contract shall conform to ANSI/NSF Standard 60 and be practically chemically pure, free of sediment and other deleterious, particulate matter:

<u>Component</u>	<u>Minimum</u>	<u>Maximum</u>
pH	4.0	6.0
Specific Gravity	1.35	1.42
% P ₀₄ , ortho	17.0	19.0
% P ₀₄ , total	35.0	38.0
Color	Clear to Light Amber	
Odor	None to Slight	
Appearance	Clear to Slight Haze	

2. **Documentation:** The successful chemical supplier shall provide the documentation as specified and required under "Title 22 Code of Regulations, Division 4. Environmental Health, Chapter 16. California Waterworks Standards, Article 7. Additives, Section 64590. Direct Additives" to each member of the NBACP, prior to the start of the contract, for each chemical supplied.
3. **Disclaimer:** The chemicals shall contain nothing that will adversely affect the Agency's public water supply or be injurious to the chemical's feeding equipment.
4. **Training:** The successful bidder will provide up to six (6) hours of safety training per year for each member Agency which requests it. Training will be three (3) sessions of two (2) hours each to accommodate shift rotations. Training will consist of safe handling of Ortho-Polyphosphate and emergency response. The successful bidder may opt to provide Multi-media training material (PowerPoint, DVD, safety presentation handouts) in-lieu of on-site training.
5. **Delivery Requirements:** No deliveries will be accepted by an Agency unless the load is accompanied by a Certificate of Analysis (COA) for the specific batch or lot. The successful bidder shall email the following information to the receiving Agency, prior to each delivery:
 - a. Date of Delivery
 - b. Trucking Company name
 - c. Truck's license plate number
 - d. Trailer's license number, top seal number and base seal number
 - e. Driver's name
 - f. Driver's License number and state of issuance
6. **Laboratory Analysis:** A COA shall be submitted for each delivery with charges for the COA included in the bid price. This analysis shall include the following information:
 - a. Date of Manufacturing
 - b. Location of manufacturing
 - c. Lot number of batch
 - d. Analysis date
 - e. Specific Gravity @ 20°C
 - f. Date of Certificate of Analysis
7. **Measurement:** Ortho-Polyphosphate shall be measured by the pounds (lbs) or the gallon (gal) and the chemical supplier shall submit the equation used to convert delivered Ortho-Polyphosphate accordingly.
8. **Payment:** The contract unit price of Ortho-Polyphosphate per pounds or gallon shall include all labor, tool, materials and full compensation to provide the contract item complete in place including, but not limited to the elements listed in the proposal description for the contract item.

9. **Location and Quantity of Delivery:**

NBACP Member Utility	Address	City/Zip	Tank Size (gals)	Forecast (gal)
<i>City of Napa</i>				
Hennessey WTP	1000 Sage Canyon Road	St Helena 94574	3,500	31,000
Jamieson Canyon WTP	270 Kirkland Ranch Road	American Canyon 94503	5,000	48,000
Milliken WTP	630 Chaparral Circle	Napa 94558	300	2,000


TOTAL
81,000 Gallons

**NORTH BAY AGENCY CHEMICAL POOL (NBACP) - PRIMARY CHEMICAL BID RESULTS MAY 5, 2020
FY 2020-2021**

CHEMICAL VENDOR	ALUM	ACID ALUM	50% NaOH	25% NaOH	LOX	CO ₂	LIQUID Cl ₂ (GAS)		12.5% NaOCl		FERRIC	SODIUM BISULFITE	FLUORIDE	
	<i>(Dry Ton)</i>	<i>(Dry Ton)</i>	<i>(Dry ton)</i>	<i>(Dry Ton)</i>	<i>(CCF)</i>	<i>lb</i>	<i>(1-ton Cylinder)</i>		<i>(gallon)</i>	<i>(gallon)</i>	<i>(Dry Ton)</i>	<i>(gallon)</i>	<i>(Dry Ton)</i>	<i>(adjusted)</i>
	Full	Full	Full	Full	100%	100%	Full	Short	Full	Short	Full	Full	100%	24%
Univar			\$443.00	\$536.00					\$0.728	\$0.934		\$1.09	\$1,826.00	\$438.24
Brenntag			\$450.00	\$555.00										
Chemtrade	\$285.00	\$375.00												
Chemurgic											\$1.15			
DuBois													\$1,604.35	\$385.04
Kemira											\$810.00			
Olin			\$507.00	\$567.00					\$0.695	\$0.818				
Pennco											\$838.00			
Praxair						\$0.0700								
Thatcher	\$285.00	\$496.00						\$1,140.00			\$920.00			
Hasa									\$0.870	\$1.580				
Carus LLC														
FISCAL YEAR														
FY 20-21	\$285.00	\$375.00	\$443.00	\$567.00		\$0.07		\$1,140.00	\$0.70	\$0.82	\$810.00	\$1.09	\$1,604.35	\$385.04
FY 19-20	\$255.00	\$297.70	\$674.60	\$762.55	\$756.00	\$0.26	\$0.00	\$850.00	\$0.65	\$0.65	\$1.05	\$1,352.17	\$325.50	
FY 18-19	\$255.00	\$297.70	\$674.60	\$762.55	\$0.26	\$0.0506	\$0.00	\$850.00	\$0.65	\$0.65	\$756.00	\$1.05	\$1,352.17	\$325.50
FY 17-18	\$232.00	\$257.00	\$538.22	\$630.88	\$0.28	\$98.32	\$0.00	\$800.00	\$0.53	\$0.59	\$500.00	\$1.03	\$1,421.74	\$341.22
FY 16-17	\$229.00	\$229.00	\$395.00	\$444.06	\$0.27		\$615.00	\$645.00	\$0.47	\$0.57	\$438.78	\$0.94	\$1,661.00	\$398.64
FY 15-16	\$204.00	\$204.00	\$399.13	\$463.26	\$0.28		\$459.00	\$462.00	\$0.50	\$0.57	\$493.70	\$0.89	\$1,789.83	\$429.56
FY 14-15	\$184.00	\$184.00	\$445.00	\$483.80	\$0.27		\$519.00	\$555.00	\$0.51	\$0.58	\$517.00	\$0.91	\$2,065.21	\$495.65
FY 13-14	\$277.60	\$277.60	\$452.00	\$479.00	\$0.24		\$565.00	\$540.00	\$0.62	\$0.50	\$597.00	\$0.75	\$2,480.39	\$595.29
FY 12-13	\$398.00	\$398.00	\$475.00	\$505.00	\$0.21		\$565.00	\$540.00	\$0.58	\$0.48	No Bid	\$0.75	\$2,550.00	\$612.00

MEETING DATE: June 17, 2020

ITEM # 12

 SUBJECT: CONSIDERATION OF UPDATES TO PUBLICLY AVAILABLE PAY SCHEDULE, AND AUTHORIZED POSITION LIST FOR FISCAL YEAR 2020/2021	
INITIATED OR REQUESTED BY: <input type="checkbox"/> Council <input checked="" type="checkbox"/> Staff <input type="checkbox"/> Other	REPORT COORDINATED OR PREPARED BY: Kaitlyn Montez, Sr. Human Resources Analyst City Manager's Office
ATTACHMENT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Information <input type="checkbox"/> Direction <input checked="" type="checkbox"/> Action

OBJECTIVE

The purpose of this report is to seek City Council approval for proposed updates to the publicly available pay schedule (Classification Plan) FY20/21 and Authorized Position List FY20/21.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council:

1. Approve the amended and updated publicly available pay schedule (Classification Plan) for Fiscal Year 2020/21; and
2. Approve the amended and updated Authorized Position List (APL) for Fiscal Year 2020/21.

BACKGROUND

The Authorized Position List (APL) identifies the number of positions and their respective classification titles by budget unit.

The Publicly Available Pay schedule (Classification Plan) establishes the monthly and annual salary ranges for all regular authorized positions as well as the pay schedule for the Mayor, City Council members, and all extra help positions in the City. CalPERS requires the City bring updated salary ranges (Classification Plan) to the City Council whenever there are changes to the salary ranges or job titles.

ANALYSIS

Publicly Available Pay Schedule (Classification Plan): The City Council previously approved the Memoranda of Understanding (MOU) between the West Sacramento Firefighter's Association, Police Manager's Association, Stationary Engineers, Local 39, and Benefits Summaries with Management, Confidential and Specialist & Professionals employees and the City. CalPERS requires the City bring updated salary ranges via a publicly available pay schedule (Classification Plan) to the City Council whenever there are changes to the salary ranges or job titles for approval. The updated Classification Plan reflect changes to salary ranges for the above referenced units effective pay period inclusive July 1, 2020.

Authorized Position List: The Authorized Position List FY 2020/21 reflects the following proposed amendment.

- Police Department- Move 2.0 Police Officer FTEs from 250-9127 2015 COPS Hiring Program to 101-9113 Patrol due to expiration of the Grant effective April 1, 2020.

Environmental Considerations

Not applicable

Commission Recommendation

Not applicable

Strategic Plan Integration

These recommendations support the City Council's Mission to provide Quality Municipal Services and a City government that is financially sound with a superior workforce.

Alternatives

The City Council may choose to not approve the Classification Plan and the Authorized Position List for Fiscal Year 2020/21.

Coordination and Review

This report has been coordinated between the City Manager's Office, Human Resources Division and the Finance Division.

Budget/Cost Impact

The adjustment to the Authorized Position List (APL) FY 2020/21 moving 2.0 Police Officer FTEs from 250-9127 2015 COPS Hiring Program to 101-9113 Patrol due to expiration of the Grant effective April 1, 2020. Funding for these positions after the expiration of the Grant was included in the adopted General Fund Operations and Maintenance Budget for Fiscal Years 2019/20 and 2020/21. The budget/cost impact for increases to the West Sacramento Firefighter's Association, Police Manager's Association, Stationary Engineers, Local 39, Management, Confidential and Specialist & Professionals pay schedules (classification plan) were previously approved at adoption of respective MOUs and Benefit Summaries.

ATTACHMENT(S)

1. Amended and updated publicly available pay schedule (Classification Plan) for Fiscal Year 2020/21
2. Amended and updated Authorized Position List (APL) for Fiscal Year 2020/21

City of West Sacramento

Salary Schedule

Fiscal Year 2020 / 2021

City of West Sacramento
2020/2021 Classification Plan

POSITION TITLE	SALARY EFFECTIVE	MONTHLY SALARY RANGE					ANNUAL SALARY	
		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	MINIMUM	MAXIMUM
City Manager	7/1/18	16667				20000	\$200,000	\$240,000

**City of West Sacramento
2020/2021 Classification Plan**

FOR EMPLOYEES HIRED BEFORE 07/01/2019									
POSITION TITLE	SALARY EFFECTIVE	MONTHLY SALARY STEPS					ANNUAL SALARY		
		A	B	C	D	E	MINIMUM	MAXIMUM	
Administrative Assistant	7/1/20	\$4,761	\$4,999	\$5,249	\$5,511	\$5,787	\$57,132	\$69,444	
Administrative Clerk I	7/1/20	\$3,331	\$3,498	\$3,673	\$3,857	\$4,050	\$39,972	\$48,600	
Administrative Clerk II	7/1/20	\$3,671	\$3,855	\$4,048	\$4,250	\$4,463	\$44,052	\$53,556	
Administrative Clerk III	7/1/20	\$4,049	\$4,251	\$4,464	\$4,687	\$4,921	\$48,588	\$59,052	
Executive Assistant to the City Manager	7/1/20	\$5,069	\$5,322	\$5,588	\$5,867	\$6,160	\$60,828	\$73,920	
Human Resources Analyst	7/1/20	\$6,740	\$7,077	\$7,431	\$7,803	\$8,193	\$80,880	\$98,316	
Human Resources Technician I	7/1/20	\$4,049	\$4,251	\$4,464	\$4,687	\$4,921	\$48,588	\$59,052	
Human Resources Technician II	7/1/20	\$4,761	\$4,999	\$5,249	\$5,511	\$5,787	\$57,132	\$69,444	
Payroll Administrator	7/1/20	\$5,248	\$5,510	\$5,786	\$6,075	\$6,379	\$62,976	\$76,548	
Payroll Technician	7/1/20	\$4,761	\$4,999	\$5,249	\$5,511	\$5,787	\$57,132	\$69,444	

FOR EMPLOYEES HIRED AFTER 06/30/2019												
POSITION TITLE	SALARY EFFECTIVE	MONTHLY SALARY STEPS									ANNUAL SALARY	
		A	B	C	D	E	F	G	H	I	MINIMUM	MAXIMUM
Administrative Assistant	7/1/20	4749	4868	4990	5115	5243	5374	5508	5646	5787	\$56,988	\$69,444
Administrative Clerk I	7/1/20	3325	3408	3493	3580	3669	3761	3855	3951	4050	\$39,900	\$48,600
Administrative Clerk II	7/1/20	3662	3754	3848	3944	4043	4144	4248	4354	4463	\$43,944	\$53,556
Administrative Clerk III	7/1/20	4039	4140	4244	4350	4459	4570	4684	4801	4921	\$48,468	\$59,052
Executive Assistant to the City Manager	7/1/20	5055	5181	5311	5444	5580	5720	5863	6010	6160	\$60,660	\$73,920
Human Resources Analyst	7/1/20	6724	6892	7064	7241	7422	7608	7798	7993	8193	\$80,688	\$98,316
Human Resources Technician I	7/1/20	4039	4140	4244	4350	4459	4570	4684	4801	4921	\$48,468	\$59,052
Human Resources Technician II	7/1/20	4749	4868	4990	5115	5243	5374	5508	5646	5787	\$56,988	\$69,444
Payroll Administrator	7/1/20	5235	5366	5500	5638	5779	5923	6071	6223	6379	\$62,820	\$76,548
Payroll Technician	7/1/20	4749	4868	4990	5115	5243	5374	5508	5646	5787	\$56,988	\$69,444

**City of West Sacramento
2020/2021 Classification Plan**

POSITION TITLE	SALARY EFFECTIVE	MONTHLY SALARY RANGE					ANNUAL SALARY	
		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	MINIMUM	MAXIMUM
Assistant City Manager	10/7/15	\$12,500				\$15,000	\$150,000	\$180,000
Director of Administrative Services	1/1/18	\$12,500				\$15,000	\$150,000	\$180,000
Director of Capital Projects & Transportation	8/21/19	\$12,500				\$15,000	\$150,000	\$180,000
Director of Community Development	7/1/15	\$12,500				\$15,000	\$150,000	\$180,000
Director of Economic Development & Housing	10/7/15	\$12,500				\$15,000	\$150,000	\$180,000
Director of Parks & Recreation	7/1/15	\$12,500				\$15,000	\$150,000	\$180,000
Director of Public Works Operations & Maintenance	8/21/19	\$12,500				\$15,000	\$150,000	\$180,000
Fire Chief	7/1/15	\$12,500				\$15,000	\$150,000	\$180,000
Police Chief	7/1/15	\$12,500				\$15,000	\$150,000	\$180,000

*Exempt positions for Fair Labor Standards Act.

***"At-Will" Employees.

**City of West Sacramento
2020/2021 Classification Plan**

POSITION TITLE	SALARY EFFECTIVE	MONTHLY SALARY STEPS					ANNUAL SALARY	
		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	MINIMUM	MAXIMUM
City Council Member	1/1/87	\$300					\$3,600	
Mayor	1/1/87	\$300					\$3,600	

City of West Sacramento
2020/2021 Classification Plan

POSITION TITLE	SALARY EFFECTIVE	MONTHLY SALARY STEPS					ANNUAL SALARY	
		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	MINIMUM	MAXIMUM
Fire Captain	7/1/20					9554	\$114,648	\$114,648
Fire Engineer	7/1/20					8323	\$99,876	\$99,876
Firefighter	7/1/20	6275	6589	6918	7264	7627	\$75,300	\$91,524

**City of West Sacramento
2020/2021 Classification Plan**

FOR EMPLOYEES HIRED BEFORE 08/31/2019									
POSITION TITLE	SALARY EFFECTIVE	MONTHLY SALARY STEPS					ANNUAL SALARY		
		A	B	C	D	E	MINIMUM	MAXIMUM	
Accounting Technician I	7/1/20	\$3,757	\$3,945	\$4,142	\$4,349	\$4,566	\$45,084	\$54,792	
Accounting Technician II	7/1/20	\$4,225	\$4,436	\$4,658	\$4,891	\$5,136	\$50,700	\$61,632	
Accounting Technician III	7/1/20	\$4,542	\$4,769	\$5,007	\$5,257	\$5,520	\$54,504	\$66,240	
Chief Facilities Maintenance Worker	7/1/20	\$5,593	\$5,873	\$6,167	\$6,475	\$6,799	\$67,116	\$81,588	
Chief Maintenance Worker	7/1/20	\$4,795	\$5,035	\$5,287	\$5,551	\$5,829	\$57,540	\$69,948	
Chief Maintenance Worker (Possess a D3 and/or hired after 7/1/19)	7/1/20	\$4,867	\$5,110	\$5,365	\$5,633	\$5,915	\$58,404	\$70,980	
Chief Parks & Grounds Worker	7/1/20	\$4,542	\$4,769	\$5,007	\$5,257	\$5,520	\$54,504	\$66,240	
Chief Treatment Plant Mechanic	7/1/20	\$6,190	\$6,500	\$6,825	\$7,166	\$7,524	\$74,280	\$90,288	
Clerk	7/1/20	\$3,113	\$3,269	\$3,432	\$3,604	\$3,784	\$37,356	\$45,408	
Clerk, Senior	7/1/20	\$3,384	\$3,553	\$3,731	\$3,918	\$4,114	\$40,608	\$49,368	
Electrical Technician	7/1/20	\$5,804	\$6,094	\$6,399	\$6,719	\$7,055	\$69,648	\$84,660	
Engineering/GIS Technician	7/1/20	\$5,802	\$6,092	\$6,397	\$6,717	\$7,053	\$69,624	\$84,636	
Engineering Technician I	7/1/20	\$4,264	\$4,477	\$4,701	\$4,936	\$5,183	\$51,168	\$62,196	
Engineering Technician II	7/1/20	\$4,784	\$5,023	\$5,274	\$5,538	\$5,815	\$57,408	\$69,780	
Engineering Technician III	7/1/20	\$5,527	\$5,803	\$6,093	\$6,398	\$6,718	\$66,324	\$80,616	
Equipment Mechanic I	7/1/20	\$3,914	\$4,110	\$4,315	\$4,531	\$4,758	\$46,968	\$57,096	
Equipment Mechanic II	7/1/20	\$4,210	\$4,420	\$4,641	\$4,873	\$5,117	\$50,520	\$61,404	
Facilities Maintenance Aide	7/1/20	\$2,853	\$2,996	\$3,146	\$3,303	\$3,468	\$34,236	\$41,616	
Facilities Maintenance Worker	7/1/20	\$4,401	\$4,621	\$4,852	\$5,095	\$5,350	\$52,812	\$64,200	
Facilities Maintenance Worker, Senior	7/1/20	\$4,846	\$5,088	\$5,342	\$5,609	\$5,889	\$58,152	\$70,668	
Groundskeeper	7/1/20	\$3,002	\$3,152	\$3,310	\$3,476	\$3,650	\$36,024	\$43,800	
Instrumentation Technician	7/1/20	\$6,435	\$6,757	\$7,095	\$7,450	\$7,822	\$77,220	\$93,864	
Maintenance Worker ①	7/1/20	\$3,870	\$4,063	\$4,266	\$4,479	\$4,703	\$46,440	\$56,436	
Maintenance Worker, Senior ①	7/1/20	\$4,275	\$4,489	\$4,713	\$4,949	\$5,196	\$51,300	\$62,352	
Parks & Grounds Worker	7/1/20	\$3,684	\$3,868	\$4,061	\$4,264	\$4,477	\$44,208	\$53,724	
Parks & Grounds Worker, Senior	7/1/20	\$4,028	\$4,229	\$4,440	\$4,662	\$4,895	\$48,336	\$58,740	
Permit Technician I	7/1/20	\$4,224	\$4,435	\$4,657	\$4,890	\$5,134	\$50,688	\$61,608	
Permit Technician II	7/1/20	\$4,542	\$4,769	\$5,007	\$5,257	\$5,520	\$54,504	\$66,240	
Planning Technician	7/1/20	\$4,226	\$4,437	\$4,659	\$4,892	\$5,137	\$50,712	\$61,644	
Recreation Coordinator	7/1/20	\$3,758	\$3,946	\$4,143	\$4,350	\$4,568	\$45,096	\$54,816	
Recreation Supervisor I	7/1/20	\$4,695	\$4,930	\$5,177	\$5,436	\$5,708	\$56,340	\$68,496	
Recreation Supervisor II	7/1/20	\$5,219	\$5,480	\$5,754	\$6,042	\$6,344	\$62,628	\$76,128	
Secretary	7/1/20	\$4,204	\$4,414	\$4,635	\$4,867	\$5,110	\$50,448	\$61,320	
Stationary Engineer	7/1/20	\$5,328	\$5,594	\$5,874	\$6,168	\$6,476	\$63,936	\$77,712	
Traffic Control & Lighting Technician I	7/1/20	\$4,724	\$4,960	\$5,208	\$5,468	\$5,741	\$56,688	\$68,892	
Traffic Control & Lighting Technician II	7/1/20	\$5,527	\$5,803	\$6,093	\$6,398	\$6,718	\$66,324	\$80,616	
Treatment Plant Mechanic I	7/1/20	\$5,025	\$5,276	\$5,540	\$5,817	\$6,108	\$60,300	\$73,296	
Treatment Plant Mechanic II	7/1/20	\$5,527	\$5,803	\$6,093	\$6,398	\$6,718	\$66,324	\$80,616	
Water Treatment Plant Apprentice (Steps 1-4)	7/1/20		\$3,561	\$3,739	\$3,926	\$4,122	\$42,732		
Water Treatment Plant Apprentice (Steps 5-9)	7/1/20	\$4,328	\$4,544	\$4,771	\$5,010	\$5,260		\$63,120	
Water Treatment Plant Operator II	7/1/20	\$4,846	\$5,088	\$5,342	\$5,609	\$5,889	\$58,152	\$70,668	
Water Treatment Plant Operator III	7/1/20	\$5,329	\$5,595	\$5,875	\$6,169	\$6,477	\$63,948	\$77,724	
Water Treatment Plant Operator IV	7/1/20	\$6,630	\$6,962	\$7,310	\$7,675	\$8,059	\$79,560	\$96,708	

City of West Sacramento
2020/2021 Classification Plan

FOR EMPLOYEES HIRED AFTER 08/31/2019													
POSITION TITLE	SALARY EFFECTIVE	MONTHLY SALARY STEPS										ANNUAL SALARY	
		A	B	C	D	E	F	G	H	I	MINIMUM	MAXIMUM	
Accounting Technician I	7/1/20	\$3,748	\$3,842	\$3,938	\$4,036	\$4,137	\$4,240	\$4,346	\$4,455	\$4,566	\$44,976	\$54,792	
Accounting Technician II	7/1/20	\$4,216	\$4,321	\$4,429	\$4,540	\$4,654	\$4,770	\$4,889	\$5,011	\$5,136	\$50,592	\$61,632	
Accounting Technician III	7/1/20	\$4,531	\$4,644	\$4,760	\$4,879	\$5,001	\$5,126	\$5,254	\$5,385	\$5,520	\$54,372	\$66,240	
Chief Facilities Maintenance Worker	7/1/20	\$5,580	\$5,719	\$5,862	\$6,009	\$6,159	\$6,313	\$6,471	\$6,633	\$6,799	\$66,960	\$81,588	
Chief Maintenance Worker	7/1/20	\$4,783	\$4,903	\$5,026	\$5,152	\$5,281	\$5,413	\$5,548	\$5,687	\$5,829	\$57,396	\$69,948	
Chief Maintenance Worker (Possess a D3 and/or hired after 7/1/19)	7/1/20	\$4,855	\$4,976	\$5,100	\$5,228	\$5,359	\$5,493	\$5,630	\$5,771	\$5,915	\$58,260	\$70,980	
Chief Parks & Grounds Worker	7/1/20	\$4,531	\$4,644	\$4,760	\$4,879	\$5,001	\$5,126	\$5,254	\$5,385	\$5,520	\$54,372	\$66,240	
Chief Treatment Plant Mechanic	7/1/20	\$6,176	\$6,330	\$6,488	\$6,650	\$6,816	\$6,986	\$7,161	\$7,340	\$7,524	\$74,112	\$90,288	
Clerk	7/1/20	\$3,104	\$3,182	\$3,262	\$3,344	\$3,428	\$3,514	\$3,602	\$3,692	\$3,784	\$37,248	\$45,408	
Clerk, Senior	7/1/20	\$3,376	\$3,460	\$3,547	\$3,636	\$3,727	\$3,820	\$3,916	\$4,014	\$4,114	\$40,512	\$49,368	
Electrical Technician	7/1/20	\$5,790	\$5,935	\$6,083	\$6,235	\$6,391	\$6,551	\$6,715	\$6,883	\$7,055	\$69,480	\$84,660	
Engineering/GIS Technician	7/1/20	\$5,788	\$5,933	\$6,081	\$6,233	\$6,389	\$6,549	\$6,713	\$6,881	\$7,053	\$69,456	\$84,636	
Engineering Technician I	7/1/20	\$4,255	\$4,361	\$4,470	\$4,582	\$4,697	\$4,814	\$4,934	\$5,057	\$5,183	\$51,060	\$62,196	
Engineering Technician II	7/1/20	\$4,774	\$4,893	\$5,015	\$5,140	\$5,268	\$5,400	\$5,535	\$5,673	\$5,815	\$57,288	\$69,780	
Engineering Technician III	7/1/20	\$5,514	\$5,652	\$5,793	\$5,938	\$6,086	\$6,238	\$6,394	\$6,554	\$6,718	\$66,168	\$80,616	
Equipment Mechanic I	7/1/20	\$3,905	\$4,003	\$4,103	\$4,206	\$4,311	\$4,419	\$4,529	\$4,642	\$4,758	\$46,860	\$57,096	
Equipment Mechanic II	7/1/20	\$4,199	\$4,304	\$4,412	\$4,522	\$4,635	\$4,751	\$4,870	\$4,992	\$5,117	\$50,388	\$61,404	
Facilities Maintenance Aide	7/1/20	\$2,845	\$2,916	\$2,989	\$3,064	\$3,141	\$3,220	\$3,300	\$3,383	\$3,468	\$34,140	\$41,616	
Facilities Maintenance Worker	7/1/20	\$4,392	\$4,502	\$4,615	\$4,730	\$4,848	\$4,969	\$5,093	\$5,220	\$5,350	\$52,704	\$64,200	
Facilities Maintenance Worker, Senior	7/1/20	\$4,833	\$4,954	\$5,078	\$5,205	\$5,335	\$5,468	\$5,605	\$5,745	\$5,889	\$57,996	\$70,668	
Groundskeeper	7/1/20	\$2,994	\$3,069	\$3,146	\$3,225	\$3,306	\$3,389	\$3,474	\$3,561	\$3,650	\$35,928	\$43,800	
Instrumentation Technician	7/1/20	\$6,420	\$6,580	\$6,744	\$6,913	\$7,086	\$7,263	\$7,445	\$7,631	\$7,822	\$77,040	\$93,864	
Maintenance Worker ⁽²⁾	7/1/20	\$3,860	\$3,956	\$4,055	\$4,156	\$4,260	\$4,367	\$4,476	\$4,588	\$4,703	\$46,320	\$56,436	
Maintenance Worker, Senior ⁽²⁾	7/1/20	\$4,263	\$4,370	\$4,479	\$4,591	\$4,706	\$4,824	\$4,945	\$5,069	\$5,196	\$51,156	\$62,352	
Parks & Grounds Worker	7/1/20	\$3,674	\$3,766	\$3,860	\$3,957	\$4,056	\$4,157	\$4,261	\$4,368	\$4,477	\$44,088	\$53,724	
Parks & Grounds Worker, Senior	7/1/20	\$4,018	\$4,118	\$4,221	\$4,327	\$4,435	\$4,546	\$4,660	\$4,776	\$4,895	\$48,216	\$58,740	
Permit Technician I	7/1/20	\$4,215	\$4,320	\$4,428	\$4,539	\$4,652	\$4,768	\$4,887	\$5,009	\$5,134	\$50,580	\$61,608	
Permit Technician II	7/1/20	\$4,531	\$4,644	\$4,760	\$4,879	\$5,001	\$5,126	\$5,254	\$5,385	\$5,520	\$54,372	\$66,240	
Planning Technician	7/1/20	\$4,217	\$4,322	\$4,430	\$4,541	\$4,655	\$4,771	\$4,890	\$5,012	\$5,137	\$50,604	\$61,644	
Recreation Coordinator	7/1/20	\$3,750	\$3,844	\$3,940	\$4,038	\$4,139	\$4,242	\$4,348	\$4,457	\$4,568	\$45,000	\$54,816	
Recreation Supervisor I	7/1/20	\$4,685	\$4,802	\$4,922	\$5,045	\$5,171	\$5,300	\$5,433	\$5,569	\$5,708	\$56,220	\$68,496	
Recreation Supervisor II	7/1/20	\$5,207	\$5,337	\$5,470	\$5,607	\$5,747	\$5,891	\$6,038	\$6,189	\$6,344	\$62,484	\$76,128	
Secretary	7/1/20	\$4,193	\$4,298	\$4,405	\$4,515	\$4,628	\$4,744	\$4,863	\$4,985	\$5,110	\$50,316	\$61,320	
Stationary Engineer	7/1/20	\$5,315	\$5,448	\$5,584	\$5,724	\$5,867	\$6,014	\$6,164	\$6,318	\$6,476	\$63,780	\$77,712	
Traffic Control & Lighting Technician I	7/1/20	\$4,711	\$4,829	\$4,950	\$5,074	\$5,201	\$5,331	\$5,464	\$5,601	\$5,741	\$56,532	\$68,892	
Traffic Control & Lighting Technician II	7/1/20	\$5,514	\$5,652	\$5,793	\$5,938	\$6,086	\$6,238	\$6,394	\$6,554	\$6,718	\$66,168	\$80,616	
Treatment Plant Mechanic I	7/1/20	\$5,014	\$5,139	\$5,267	\$5,399	\$5,534	\$5,672	\$5,814	\$5,959	\$6,108	\$60,168	\$73,296	
Treatment Plant Mechanic II	7/1/20	\$5,514	\$5,652	\$5,793	\$5,938	\$6,086	\$6,238	\$6,394	\$6,554	\$6,718	\$66,168	\$80,616	
Water Treatment Plant Apprentice	7/1/20	\$4,318	\$4,426	\$4,537	\$4,650	\$4,766	\$4,885	\$5,007	\$5,132	\$5,260	\$51,816	\$63,120	
Water Treatment Plant Operator II	7/1/20	\$4,833	\$4,954	\$5,078	\$5,205	\$5,335	\$5,468	\$5,605	\$5,745	\$5,889	\$57,996	\$70,668	
Water Treatment Plant Operator III	7/1/20	\$5,316	\$5,449	\$5,585	\$5,725	\$5,868	\$6,015	\$6,165	\$6,319	\$6,477	\$63,792	\$77,724	
Water Treatment Plant Operator IV	7/1/20	\$6,614	\$6,779	\$6,948	\$7,122	\$7,300	\$7,483	\$7,670	\$7,862	\$8,059	\$79,368	\$96,708	

(1) One position designated by the Director of Public Works receives a 5% footnote for backflow prevention & cross connection control duties.

**City of West Sacramento
2020/2021 Classification Plan**

POSITION TITLE	SALARY EFFECTIVE	MONTHLY SALARY RANGE					ANNUAL SALARY	
		A	B	C	D	E	MINIMUM	MAXIMUM
Accounting Manager	7/1/20	\$8,943				\$10,869	\$107,316	\$130,428
Budget Manager	7/1/20	\$8,943				\$10,869	\$107,316	\$130,428
Building Official/City Architect	7/1/20	\$9,489				\$11,532	\$113,868	\$138,384
Business Manager	7/1/20	\$8,544				\$10,384	\$102,528	\$124,608
Capital Improvement Manager	7/1/20	\$9,489				\$11,532	\$113,868	\$138,384
City Clerk	7/1/20	\$9,489				\$11,532	\$113,868	\$138,384
Code Enforcement Manager	7/1/20	\$8,544				\$10,384	\$102,528	\$124,608
Communications & Media Officer	7/1/20	\$7,751				\$9,420	\$93,012	\$113,040
Community Investment Manager	7/1/20	\$8,943				\$10,869	\$107,316	\$130,428
Construction & Facilities Development Manager	7/1/20	\$8,544				\$10,384	\$102,528	\$124,608
Court Liaison Officer	7/1/20	\$5,909				\$7,181	\$70,908	\$86,172
Data Services Manager	7/1/20	\$7,751				\$9,420	\$93,012	\$113,040
Deputy City Manager	7/1/20	\$9,489				\$11,532	\$113,868	\$138,384
Drafting Services Manager	7/1/20	\$7,751				\$9,420	\$93,012	\$113,040
Economic Development Manager	7/1/20	\$8,943				\$10,869	\$107,316	\$130,428
Environmental Services Manager	7/1/20	\$8,544				\$10,384	\$102,528	\$124,608
Equipment and Facilities Superintendent	7/1/20	\$8,120				\$9,868	\$97,440	\$118,416
Finance Manager	7/1/20	\$9,489				\$11,532	\$113,868	\$138,384
Fire Marshal	7/1/20	\$9,166				\$11,139	\$109,992	\$133,668
Flood Protection Manager	7/1/20	\$9,489				\$11,532	\$113,868	\$138,384
Flood Protection Planner	7/1/20	\$8,120				\$9,868	\$97,440	\$118,416
Human Resources Manager	7/1/20	\$9,489				\$11,532	\$113,868	\$138,384
Information Technology Business Services Coordinator	7/1/20	\$7,751				\$9,420	\$93,012	\$113,040
Information Technology Manager	7/1/20	\$9,489				\$11,532	\$113,868	\$138,384
Parks Operations Superintendent	7/1/20	\$8,120				\$9,868	\$97,440	\$118,416
Permit Services Manager	7/1/20	\$7,440				\$9,042	\$89,280	\$108,504
Police Support Services Manager	7/1/20	\$8,120				\$9,868	\$97,440	\$118,416
Port Chief Operating Officer	7/1/20	\$9,489				\$11,532	\$113,868	\$138,384
Preschool Site Supervisor	7/1/20	\$5,069				\$6,160	\$60,828	\$73,920
Principal Engineer	7/1/20	\$9,489				\$11,532	\$113,868	\$138,384
Principal Planner	7/1/20	\$8,943				\$10,869	\$107,316	\$130,428
Program Manager	7/1/20	\$6,541				\$7,949	\$78,492	\$95,388
Purchasing Manager	7/1/20	\$7,751				\$9,420	\$93,012	\$113,040
Recreation Manager	7/1/20	\$7,751				\$9,420	\$93,012	\$113,040
Senior Analyst	7/1/20	\$7,440				\$9,042	\$89,280	\$108,504

**City of West Sacramento
2020/2021 Classification Plan**

POSITION TITLE	SALARY EFFECTIVE	MONTHLY SALARY RANGE					ANNUAL SALARY	
		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	MINIMUM	MAXIMUM
Senior Civil Engineer	7/1/20	\$8,330				\$10,123	\$99,960	\$121,476
Senior Finance Analyst	7/1/20	\$7,751				\$9,420	\$93,012	\$113,040
Senior Human Resources Analyst	7/1/20	\$7,751				\$9,420	\$93,012	\$113,040
Senior Planner	7/1/20	\$7,751				\$9,420	\$93,012	\$113,040
Senior Program Manager	7/1/20	\$8,120				\$9,868	\$97,440	\$118,416
Senior Project Manager	7/1/20	\$7,440				\$9,042	\$89,280	\$108,504
Senior Transportation Planner	7/1/20	\$7,751				\$9,420	\$93,012	\$113,040
Supervising Civil Engineer	7/1/20	\$8,943				\$10,869	\$107,316	\$130,428
Supervising Transportation Planner	7/1/20	\$8,544				\$10,384	\$102,528	\$124,608
Technical Services Manager	7/1/20	\$7,751				\$9,420	\$93,012	\$113,040
Utilities Maintenance Superintendent	7/1/20	\$8,120				\$9,868	\$97,440	\$118,416
Water Treatment Plant Superintendent	7/1/20	\$8,943				\$10,869	\$107,316	\$130,428

**City of West Sacramento
2020/2021 Classification Plan**

FOR EMPLOYEES HIRED BEFORE 07/01/2018									
POSITION TITLE	SALARY EFFECTIVE	MONTHLY SALARY STEPS					ANNUAL SALARY		
		A	B	C	D	E	MINIMUM	MAXIMUM	
Code Enforcement Officer I	7/1/18	\$4,125	\$4,331	\$4,548	\$4,775	\$5,014	\$49,500	\$60,168	
Code Enforcement Officer II	7/1/18	\$4,559	\$4,787	\$5,026	\$5,277	\$5,541	\$54,708	\$66,492	
Code Enforcement Officer, Senior	7/1/18	\$5,036	\$5,288	\$5,552	\$5,830	\$6,122	\$60,432	\$73,464	
Community Services Officer I	7/1/18	\$3,375	\$3,544	\$3,721	\$3,907	\$4,102	\$40,500	\$49,224	
Community Services Officer II	7/1/18	\$3,720	\$3,906	\$4,101	\$4,306	\$4,521	\$44,640	\$54,252	
Crime Analyst	8/18/18	\$4,947	\$5,194	\$5,454	\$5,727	\$6,013	\$59,364	\$72,156	
Crime Scene Investigator I	7/1/19	\$4,151	\$4,359	\$4,577	\$4,806	\$5,046	\$49,812	\$60,552	
Crime Scene Investigator II	7/1/19	\$4,616	\$4,847	\$5,089	\$5,343	\$5,610	\$55,392	\$67,320	
Crime Scene Investigator III	7/1/19	\$5,048	\$5,300	\$5,565	\$5,843	\$6,135	\$60,576	\$73,620	
Police Officer	1/1/20	\$6,301	\$6,616	\$6,947	\$7,294	\$7,659	\$75,612	\$91,908	
Police Records Technician	7/1/18	\$3,594	\$3,774	\$3,963	\$4,161	\$4,369	\$43,128	\$52,428	
Police Sergeant	1/1/20	\$7,727	\$8,113	\$8,519	\$8,945	\$9,392	\$92,724	\$112,704	
Police Services Coordinator	7/1/18	\$4,100	\$4,305	\$4,520	\$4,746	\$4,983	\$49,200	\$59,796	
Property & Evidence Technician I	7/1/18	\$3,792	\$3,982	\$4,181	\$4,390	\$4,609	\$45,504	\$55,308	
Property & Evidence Technician II	7/1/18	\$4,171	\$4,380	\$4,599	\$4,829	\$5,070	\$50,052	\$60,840	
Youth Counselor	8/18/18	\$5,225	\$5,486	\$5,760	\$6,048	\$6,350	\$62,700	\$76,200	

FOR EMPLOYEES HIRED AFTER 06/30/2018												
POSITION TITLE	SALARY EFFECTIVE	MONTHLY SALARY STEPS									ANNUAL SALARY	
		A	B	C	D	E	F	G	H	I	MINIMUM	MAXIMUM
Code Enforcement Officer I	7/1/18	\$4,116	\$4,219	\$4,324	\$4,432	\$4,543	\$4,657	\$4,773	\$4,892	\$5,014	\$49,392	\$60,168
Code Enforcement Officer II	7/1/18	\$4,548	\$4,662	\$4,779	\$4,898	\$5,020	\$5,145	\$5,274	\$5,406	\$5,541	\$54,576	\$66,492
Code Enforcement Officer, Senior	7/1/18	\$5,024	\$5,150	\$5,279	\$5,411	\$5,546	\$5,685	\$5,827	\$5,973	\$6,122	\$60,288	\$73,464
Community Services Officer I	7/1/18	\$3,367	\$3,451	\$3,537	\$3,625	\$3,716	\$3,809	\$3,904	\$4,002	\$4,102	\$40,404	\$49,224
Community Services Officer II	7/1/18	\$3,711	\$3,804	\$3,899	\$3,996	\$4,096	\$4,198	\$4,303	\$4,411	\$4,521	\$44,532	\$54,252
Crime Analyst	8/18/18	\$4,935	\$5,058	\$5,184	\$5,314	\$5,447	\$5,583	\$5,723	\$5,866	\$6,013	\$59,220	\$72,156
Crime Scene Investigator I	7/1/19	\$4,141	\$4,245	\$4,351	\$4,460	\$4,572	\$4,686	\$4,803	\$4,923	\$5,046	\$49,692	\$60,552
Crime Scene Investigator II	7/1/19	\$4,605	\$4,720	\$4,838	\$4,959	\$5,083	\$5,210	\$5,340	\$5,473	\$5,610	\$55,260	\$67,320
Crime Scene Investigator III	7/1/19	\$5,035	\$5,161	\$5,290	\$5,422	\$5,558	\$5,697	\$5,839	\$5,985	\$6,135	\$60,420	\$73,620
Police Officer	1/1/20	\$6,287	\$6,444	\$6,605	\$6,770	\$6,939	\$7,112	\$7,290	\$7,472	\$7,659	\$75,444	\$91,908
Police Records Technician	7/1/18	\$3,585	\$3,675	\$3,767	\$3,861	\$3,958	\$4,057	\$4,158	\$4,262	\$4,369	\$43,020	\$52,428
Police Sergeant	1/1/20	\$7,708	\$7,901	\$8,099	\$8,301	\$8,509	\$8,722	\$8,940	\$9,163	\$9,392	\$92,496	\$112,704
Police Services Coordinator	7/1/18	\$4,089	\$4,191	\$4,296	\$4,403	\$4,513	\$4,626	\$4,742	\$4,861	\$4,983	\$49,068	\$59,796
Property & Evidence Technician I	7/1/18	\$3,783	\$3,878	\$3,975	\$4,074	\$4,176	\$4,280	\$4,387	\$4,497	\$4,609	\$45,396	\$55,308
Property & Evidence Technician II	7/1/18	\$4,160	\$4,264	\$4,371	\$4,480	\$4,592	\$4,707	\$4,825	\$4,946	\$5,070	\$49,920	\$60,840
Youth Counselor	8/18/18	\$5,212	\$5,342	\$5,476	\$5,613	\$5,753	\$5,897	\$6,044	\$6,195	\$6,350	\$62,544	\$76,200

**City of West Sacramento
2020/2021 Classification Plan**

FOR EMPLOYEES HIRED BEFORE 07/1/2018									
POSITION TITLE	SALARY EFFECTIVE	MONTHLY SALARY RANGE					ANNUAL SALARY		
		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	MINIMUM	MAXIMUM	
Police Lieutenant	7/1/20	\$10,119				\$12,298	\$121,428	\$147,576	

FOR EMPLOYEES HIRED AFTER 06/30/2018												
POSITION TITLE	SALARY EFFECTIVE	MONTHLY SALARY STEPS									ANNUAL SALARY	
		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>	MINIMUM	MAXIMUM
Police Lieutenant	7/1/20	\$10,093	\$10,345	\$10,604	\$10,869	\$11,141	\$11,420	\$11,705	\$11,998	\$12,298	\$121,116	\$147,576

City of West Sacramento
2020/2021 Classification Plan

FOR EMPLOYEES HIRED AFTER 06/30/2018								
POSITION TITLE	SALARY EFFECTIVE	MONTHLY SALARY STEPS					ANNUAL SALARY	
		A	B	C	D	E	MINIMUM	MAXIMUM
Fire Recruit	7/1/20	\$4,393						\$50,328
Police Recruit	1/1/20	\$3,741	\$4,401				\$44,892	\$52,812

**City of West Sacramento
2020/2021 Classification Plan**

POSITION TITLE	SALARY EFFECTIVE	MONTHLY SALARY RANGE					ANNUAL SALARY	
		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	MINIMUM	MAXIMUM
Deputy Fire Chief	7/1/20	\$10,258				\$12,467	\$123,096	\$149,604
Deputy Police Chief	7/1/20	\$11,606				\$14,105	\$139,272	\$169,260
Fire Battalion Chief	7/1/20	\$9,166				\$11,139	\$109,992	\$133,668

**City of West Sacramento
2020/2021 Classification Plan**

FOR EMPLOYEES HIRED BEFORE 07/01/2019									
POSITION TITLE	SALARY EFFECTIVE	MONTHLY SALARY STEPS					ANNUAL SALARY		
		A	B	C	D	E	MINIMUM	MAXIMUM	
Accountant I	7/1/20	\$5,248	\$5,510	\$5,786	\$6,075	\$6,379	\$62,976	\$76,548	
Accountant II	7/1/20	\$5,977	\$6,276	\$6,590	\$6,919	\$7,265	\$71,724	\$87,180	
Administrative Analyst I	7/1/20	\$5,381	\$5,650	\$5,933	\$6,230	\$6,541	\$64,572	\$78,492	
Administrative Analyst II	7/1/20	\$6,540	\$6,867	\$7,210	\$7,570	\$7,949	\$78,480	\$95,388	
Application Developer & Database Specialist I	7/1/20	\$5,977	\$6,276	\$6,590	\$6,919	\$7,265	\$71,724	\$87,180	
Application Developer & Database Specialist II	7/1/20	\$6,540	\$6,867	\$7,210	\$7,570	\$7,949	\$78,480	\$95,388	
Application Support Specialist	7/1/20	\$5,542	\$5,819	\$6,110	\$6,416	\$6,737	\$66,504	\$80,844	
Assistant Engineer	7/1/20	\$6,296	\$6,611	\$6,942	\$7,289	\$7,653	\$75,552	\$91,836	
Assistant Planner	7/1/20	\$5,381	\$5,650	\$5,933	\$6,230	\$6,541	\$64,572	\$78,492	
Assistant Transportation Planner	7/1/20	\$5,381	\$5,650	\$5,933	\$6,230	\$6,541	\$64,572	\$78,492	
Associate Civil Engineer	7/1/20	\$7,750	\$8,137	\$8,544	\$8,971	\$9,420	\$93,000	\$113,040	
Associate Planner	7/1/20	\$6,296	\$6,611	\$6,942	\$7,289	\$7,653	\$75,552	\$91,836	
Associate Transportation Planner	7/1/20	\$6,296	\$6,611	\$6,942	\$7,289	\$7,653	\$75,552	\$91,836	
Building Inspector I	7/1/20	\$5,381	\$5,650	\$5,933	\$6,230	\$6,541	\$64,572	\$78,492	
Building Inspector II	7/1/20	\$5,977	\$6,276	\$6,590	\$6,919	\$7,265	\$71,724	\$87,180	
Building Plans Examiner I	7/1/20	\$5,381	\$5,650	\$5,933	\$6,230	\$6,541	\$64,572	\$78,492	
Building Plans Examiner II	7/1/20	\$5,977	\$6,276	\$6,590	\$6,919	\$7,265	\$71,724	\$87,180	
Community Investment Specialist	7/1/20	\$4,761	\$4,999	\$5,249	\$5,511	\$5,787	\$57,132	\$69,444	
Construction Administrative Specialist	7/1/20	\$4,761	\$4,999	\$5,249	\$5,511	\$5,787	\$57,132	\$69,444	
Court Liaison Specialist	7/1/20	\$4,049	\$4,251	\$4,464	\$4,687	\$4,921	\$48,588	\$59,052	
Deputy City Clerk	7/1/20	\$4,761	\$4,999	\$5,249	\$5,511	\$5,787	\$57,132	\$69,444	
Deputy City Clerk, Senior	7/1/20	\$5,248	\$5,510	\$5,786	\$6,075	\$6,379	\$62,976	\$76,548	
Engineering Assistant I	7/1/20	\$5,381	\$5,650	\$5,933	\$6,230	\$6,541	\$64,572	\$78,492	
Engineering Assistant II	7/1/20	\$5,977	\$6,276	\$6,590	\$6,919	\$7,265	\$71,724	\$87,180	
Engineering Assistant III	7/1/20	\$6,658	\$6,991	\$7,341	\$7,708	\$8,093	\$79,896	\$97,116	
Finance Analyst	7/1/20	\$6,740	\$7,077	\$7,431	\$7,803	\$8,193	\$80,880	\$98,316	
Financial Specialist	7/1/20	\$4,761	\$4,999	\$5,249	\$5,511	\$5,787	\$57,132	\$69,444	
Fire Inspector	7/1/20	\$5,381	\$5,650	\$5,933	\$6,230	\$6,541	\$64,572	\$78,492	
Fire Inspector, Senior	7/1/20	\$6,219	\$6,530	\$6,857	\$7,200	\$7,560	\$74,628	\$90,720	
Graphics Technician	7/1/20	\$3,331	\$3,498	\$3,673	\$3,857	\$4,050	\$39,972	\$48,600	
Information Technology Specialist	7/1/20	\$6,540	\$6,867	\$7,210	\$7,570	\$7,949	\$78,480	\$95,388	
Junior Engineer	7/1/20	\$5,381	\$5,650	\$5,933	\$6,230	\$6,541	\$64,572	\$78,492	
Junior Planner	7/1/20	\$4,761	\$4,999	\$5,249	\$5,511	\$5,787	\$57,132	\$69,444	
Junior Transportation Planner	7/1/20	\$4,761	\$4,999	\$5,249	\$5,511	\$5,787	\$57,132	\$69,444	
PC Support Technician	7/1/20	\$4,021	\$4,222	\$4,433	\$4,655	\$4,888	\$48,252	\$58,656	
Police Records Supervisor	7/1/20	\$5,542	\$5,819	\$6,110	\$6,416	\$6,737	\$66,504	\$80,844	
Preschool Teacher	7/1/20	\$3,074	\$3,228	\$3,389	\$3,558	\$3,736	\$36,888	\$44,832	
Preschool Teacher/Family Support Specialist	7/1/20	\$3,110	\$3,265	\$3,428	\$3,599	\$3,779	\$37,320	\$45,348	
Program Associate	7/1/20	\$4,049	\$4,251	\$4,464	\$4,687	\$4,921	\$48,588	\$59,052	
Project Manager I	7/1/20	\$6,296	\$6,611	\$6,942	\$7,289	\$7,653	\$75,552	\$91,836	
Project Manager II	7/1/20	\$6,770	\$7,109	\$7,464	\$7,837	\$8,229	\$81,240	\$98,748	
Senior Accountant	7/1/20	\$6,658	\$6,991	\$7,341	\$7,708	\$8,093	\$79,896	\$97,116	
Senior Building Inspector	7/1/20	\$6,658	\$6,991	\$7,341	\$7,708	\$8,093	\$79,896	\$97,116	
Senior Building Plans Examiner	7/1/20	\$6,658	\$6,991	\$7,341	\$7,708	\$8,093	\$79,896	\$97,116	

City of West Sacramento
2020/2021 Classification Plan

FOR EMPLOYEES HIRED AFTER 06/30/2019													
POSITION TITLE	SALARY EFFECTIVE	MONTHLY SALARY STEPS									ANNUAL SALARY		
		A	B	C	D	E	F	G	H	I	MINIMUM	MAXIMUM	
Accountant I	7/1/20	\$5,235	\$5,366	\$5,500	\$5,638	\$5,779	\$5,923	\$6,071	\$6,223	\$6,379	\$62,820	\$76,548	
Accountant II	7/1/20	\$5,961	\$6,110	\$6,263	\$6,420	\$6,581	\$6,746	\$6,915	\$7,088	\$7,265	\$71,532	\$87,180	
Administrative Analyst I	7/1/20	\$5,367	\$5,501	\$5,639	\$5,780	\$5,925	\$6,073	\$6,225	\$6,381	\$6,541	\$64,404	\$78,492	
Administrative Analyst II	7/1/20	\$6,524	\$6,687	\$6,854	\$7,025	\$7,201	\$7,381	\$7,566	\$7,755	\$7,949	\$78,288	\$95,388	
Application Developer & Database Specialist I	7/1/20	\$5,961	\$6,110	\$6,263	\$6,420	\$6,581	\$6,746	\$6,915	\$7,088	\$7,265	\$71,532	\$87,180	
Application Developer & Database Specialist II	7/1/20	\$6,524	\$6,687	\$6,854	\$7,025	\$7,201	\$7,381	\$7,566	\$7,755	\$7,949	\$78,288	\$95,388	
Application Support Specialist	7/1/20	\$5,530	\$5,668	\$5,810	\$5,955	\$6,104	\$6,257	\$6,413	\$6,573	\$6,737	\$66,360	\$80,844	
Assistant Engineer	7/1/20	\$6,281	\$6,438	\$6,599	\$6,764	\$6,933	\$7,106	\$7,284	\$7,466	\$7,653	\$75,372	\$91,836	
Assistant Planner	7/1/20	\$5,367	\$5,501	\$5,639	\$5,780	\$5,925	\$6,073	\$6,225	\$6,381	\$6,541	\$64,404	\$78,492	
Assistant Transportation Planner	7/1/20	\$5,367	\$5,501	\$5,639	\$5,780	\$5,925	\$6,073	\$6,225	\$6,381	\$6,541	\$64,404	\$78,492	
Associate Civil Engineer	7/1/20	\$7,732	\$7,925	\$8,123	\$8,326	\$8,534	\$8,747	\$8,966	\$9,190	\$9,420	\$92,784	\$113,040	
Associate Planner	7/1/20	\$6,281	\$6,438	\$6,599	\$6,764	\$6,933	\$7,106	\$7,284	\$7,466	\$7,653	\$75,372	\$91,836	
Associate Transportation Planner	7/1/20	\$6,281	\$6,438	\$6,599	\$6,764	\$6,933	\$7,106	\$7,284	\$7,466	\$7,653	\$75,372	\$91,836	
Building Inspector I	7/1/20	\$5,367	\$5,501	\$5,639	\$5,780	\$5,925	\$6,073	\$6,225	\$6,381	\$6,541	\$64,404	\$78,492	
Building Inspector II	7/1/20	\$5,961	\$6,110	\$6,263	\$6,420	\$6,581	\$6,746	\$6,915	\$7,088	\$7,265	\$71,532	\$87,180	
Building Plans Examiner I	7/1/20	\$5,367	\$5,501	\$5,639	\$5,780	\$5,925	\$6,073	\$6,225	\$6,381	\$6,541	\$64,404	\$78,492	
Building Plans Examiner II	7/1/20	\$5,961	\$6,110	\$6,263	\$6,420	\$6,581	\$6,746	\$6,915	\$7,088	\$7,265	\$71,532	\$87,180	
Community Investment Specialist	7/1/20	\$4,749	\$4,868	\$4,990	\$5,115	\$5,243	\$5,374	\$5,508	\$5,646	\$5,787	\$56,988	\$69,444	
Construction Administrative Specialist	7/1/20	\$4,749	\$4,868	\$4,990	\$5,115	\$5,243	\$5,374	\$5,508	\$5,646	\$5,787	\$56,988	\$69,444	
Court Liaison Specialist	7/1/20	\$4,039	\$4,140	\$4,244	\$4,350	\$4,459	\$4,570	\$4,684	\$4,801	\$4,921	\$48,468	\$59,052	
Deputy City Clerk	7/1/20	\$4,749	\$4,868	\$4,990	\$5,115	\$5,243	\$5,374	\$5,508	\$5,646	\$5,787	\$56,988	\$69,444	
Deputy City Clerk, Senior	7/1/20	\$5,235	\$5,366	\$5,500	\$5,638	\$5,779	\$5,923	\$6,071	\$6,223	\$6,379	\$62,820	\$76,548	
Engineering Assistant I	7/1/20	\$5,367	\$5,501	\$5,639	\$5,780	\$5,925	\$6,073	\$6,225	\$6,381	\$6,541	\$64,404	\$78,492	
Engineering Assistant II	7/1/20	\$5,961	\$6,110	\$6,263	\$6,420	\$6,581	\$6,746	\$6,915	\$7,088	\$7,265	\$71,532	\$87,180	
Engineering Assistant III	7/1/20	\$6,643	\$6,809	\$6,979	\$7,153	\$7,332	\$7,515	\$7,703	\$7,896	\$8,093	\$79,716	\$97,116	
Finance Analyst	7/1/20	\$6,724	\$6,892	\$7,064	\$7,241	\$7,422	\$7,608	\$7,798	\$7,993	\$8,193	\$80,688	\$98,316	
Financial Specialist	7/1/20	\$4,749	\$4,868	\$4,990	\$5,115	\$5,243	\$5,374	\$5,508	\$5,646	\$5,787	\$56,988	\$69,444	
Fire Inspector	7/1/20	\$5,367	\$5,501	\$5,639	\$5,780	\$5,925	\$6,073	\$6,225	\$6,381	\$6,541	\$64,404	\$78,492	
Fire Inspector, Senior	7/1/20	\$6,205	\$6,360	\$6,519	\$6,682	\$6,849	\$7,020	\$7,196	\$7,376	\$7,560	\$74,460	\$90,720	
Graphics Technician	7/1/20	\$3,325	\$3,408	\$3,493	\$3,580	\$3,669	\$3,761	\$3,855	\$3,951	\$4,050	\$39,900	\$48,600	
Information Technology Specialist	7/1/20	\$6,524	\$6,687	\$6,854	\$7,025	\$7,201	\$7,381	\$7,566	\$7,755	\$7,949	\$78,288	\$95,388	
Junior Engineer	7/1/20	\$5,367	\$5,501	\$5,639	\$5,780	\$5,925	\$6,073	\$6,225	\$6,381	\$6,541	\$64,404	\$78,492	
Junior Planner	7/1/20	\$4,749	\$4,868	\$4,990	\$5,115	\$5,243	\$5,374	\$5,508	\$5,646	\$5,787	\$56,988	\$69,444	
Junior Transportation Planner	7/1/20	\$4,749	\$4,868	\$4,990	\$5,115	\$5,243	\$5,374	\$5,508	\$5,646	\$5,787	\$56,988	\$69,444	
PC Support Technician	7/1/20	\$4,013	\$4,113	\$4,216	\$4,321	\$4,429	\$4,540	\$4,653	\$4,769	\$4,888	\$48,156	\$58,656	
Police Records Supervisor	7/1/20	\$5,530	\$5,668	\$5,810	\$5,955	\$6,104	\$6,257	\$6,413	\$6,573	\$6,737	\$66,360	\$80,844	
Preschool Teacher	7/1/20	\$3,064	\$3,141	\$3,220	\$3,301	\$3,384	\$3,469	\$3,556	\$3,645	\$3,736	\$36,768	\$44,832	
Preschool Teacher/Family Support Specialist	7/1/20	\$3,102	\$3,180	\$3,259	\$3,340	\$3,423	\$3,509	\$3,597	\$3,687	\$3,779	\$37,224	\$45,348	
Program Associate	7/1/20	\$4,039	\$4,140	\$4,244	\$4,350	\$4,459	\$4,570	\$4,684	\$4,801	\$4,921	\$48,468	\$59,052	
Project Manager I	7/1/20	\$6,281	\$6,438	\$6,599	\$6,764	\$6,933	\$7,106	\$7,284	\$7,466	\$7,653	\$75,372	\$91,836	
Project Manager II	7/1/20	\$6,754	\$6,923	\$7,096	\$7,273	\$7,455	\$7,641	\$7,832	\$8,028	\$8,229	\$81,048	\$98,748	
Senior Accountant	7/1/20	\$6,643	\$6,809	\$6,979	\$7,153	\$7,332	\$7,515	\$7,703	\$7,896	\$8,093	\$79,716	\$97,116	
Senior Building Inspector	7/1/20	\$6,643	\$6,809	\$6,979	\$7,153	\$7,332	\$7,515	\$7,703	\$7,896	\$8,093	\$79,716	\$97,116	
Senior Building Plans Examiner	7/1/20	\$6,643	\$6,809	\$6,979	\$7,153	\$7,332	\$7,515	\$7,703	\$7,896	\$8,093	\$79,716	\$97,116	

**City of West Sacramento
2020/2021 Classification Plan**

<u>Title</u>	<u>1/1/20 Hourly Range</u>	
	Minimum Hourly	Maximum Hourly
Aquatics		
<i>Lifeguard/Swim Instructor</i>	\$13.00	\$14.25
<i>Assistant Pool Manager</i>	\$14.25	\$15.50
<i>Pool Manager</i>	\$15.50	\$16.25
Designated Level I Reserve Police Officer	\$25.00	\$30.00
Emergency Services Coordinator	\$55.00	\$55.00
Laborer		
<i>Laborer</i>	\$13.00	\$14.50
<i>Senior Laborer</i>	\$14.50	\$16.25
Parking/Traffic Enforcement Officer	\$16.00	\$20.00
Planning Commissioner		\$30 per meeting
Program Assistant	\$13.00	\$20.00
Recreation (Includes Customer Service, Childcare and other programs)		
<i>Recreation Aide</i>	\$13.00	\$13.50
<i>Recreation Leader</i>	\$13.00	\$14.25
<i>Senior Recreation Leader</i>	\$14.25	\$15.50
<i>Lead Recreation Leader</i>	\$15.50	\$16.25
Recreation Assistant	\$15.25	\$18.00
Student Intern	\$13.00	\$20.00
Substitute Preschool Teacher	\$13.00	\$16.25

Salary increases at \$0.25 increments with a maximum of \$1.00.

City of West Sacramento

Authorized Position List

Fiscal Year 2020 / 2021

Total Authorized Positions:

391.55

POSITION	DEPARTMENT	104-9034 Information Technology	104-9050 Finance Administration	104-9051 Finance Fiscal Records	104-9052 Finance Revenue Collections	110-9017 Kids Home Run Initiative	110-9018 Smart City Initiatives	264-9395 RORF- Successor Agency Fund	Grand Total
ACCOUNTANT I/II/SENIOR	ADMINISTRATIVE SERVICES			1.6				0.4	2
ACCOUNTING MANAGER	ADMINISTRATIVE SERVICES			0.75				0.25	1
ACCOUNTING TECHNICIAN I/II/III	ADMINISTRATIVE SERVICES			1	4				5
ADMINISTRATIVE ASSISTANT	ADMINISTRATIVE SERVICES		0.95					0.05	1
APPLICATION SUPPORT SPECIALIST	ADMINISTRATIVE SERVICES	4							4
BUDGET MANAGER*	ADMINISTRATIVE SERVICES			0.8				0.2	1
DATA SERVICES MANAGER	ADMINISTRATIVE SERVICES					0.5	0.5		1
DIRECTOR OF ADMINISTRATIVE SERVICES	ADMINISTRATIVE SERVICES	0.4	0.575					0.025	1
FINANCE MANAGER	ADMINISTRATIVE SERVICES		0.75					0.25	1
INFORMATION TECHNOLOGY MANAGER	ADMINISTRATIVE SERVICES	1							1
INFORMATION TECHNOLOGY SPECIALIST	ADMINISTRATIVE SERVICES	3							3
IT BUSINESS SERVICES COORDINATOR	ADMINISTRATIVE SERVICES	1							1
PURCHASING MANAGER	ADMINISTRATIVE SERVICES		1						1
TECHNICAL SERVICES MANAGER	ADMINISTRATIVE SERVICES	1							1
Grand Total		10.4	3.275	4.15	4	0.5	0.5	1.175	24.00
*Budget Manager may be filled at the lower level Finance Analyst/Senior classification									

POSITION	DEPARTMENT	101-9653 Engineering	101-9654 Inspection Engineering	101-9655 Traffic/Transportation	101-9212 Traffic/Transportation Operations	101-9651 Engineering Administration	101-9652 Facilities Development	Grand Total
CAPITAL IMPROVEMENT MANAGER	CAPITAL PROJECTS & TRANSPORTATION	0.5		0.5				1
CIVIL ENGINEER SERIES (JUNIOR/ASSISTANT/ASSOCIATE/SENIOR)	CAPITAL PROJECTS & TRANSPORTATION	6						6
CONSTRUCTION & FACILITIES DEVELOPMENT MANAGER	CAPITAL PROJECTS & TRANSPORTATION		0.75				0.25	1
CONSTRUCTION ADMINISTRATION SPECIALIST	CAPITAL PROJECTS & TRANSPORTATION		1					1
DIRECTOR OF CAPITAL PROJECTS & TRANSPORTATION	CAPITAL PROJECTS & TRANSPORTATION					1		1
DRAFTING SERVICES MANAGER	CAPITAL PROJECTS & TRANSPORTATION	1						1
ENGINEERING ASSISTANT I/II/III	CAPITAL PROJECTS & TRANSPORTATION	1	3		1			5
ENGINEERING TECHNICIAN I/II/III	CAPITAL PROJECTS & TRANSPORTATION	2						2
ENGINEERING/GIS TECHNICIAN	CAPITAL PROJECTS & TRANSPORTATION	1						1
FINANCIAL SPECIALIST	CAPITAL PROJECTS & TRANSPORTATION					1		1
PROJECT MANAGER I/II/SENIOR	CAPITAL PROJECTS & TRANSPORTATION						3	3
SECRETARY	CAPITAL PROJECTS & TRANSPORTATION					1		1
SUPERVISING CIVIL ENGINEER*	CAPITAL PROJECTS & TRANSPORTATION	1						1
SUPERVISING TRANSPORTATION PLANNER	CAPITAL PROJECTS & TRANSPORTATION			1				1
TRAFFIC CONTROL & LIGHTING TECHNICIAN I/II	CAPITAL PROJECTS & TRANSPORTATION				1			1
TRANSPORTATION PLANNER SERIES (JUNIOR/ASSISTANT/ASSOCIATE/SENIOR)	CAPITAL PROJECTS & TRANSPORTATION			2				2
Grand Total		12.5	4.75	3.5	2	3	3.25	29.00
*Supervising Civil Engineer may be filled at the lower level Civil Engineer Series								

POSITION	DEPARTMENT	101-9130 Code Enforcement	101-9311 Planning	108-9130 Code Enforcement	650-9310 Comm Development Admin.	650-9315 Building Inspection	Dev/Traffic Engineering	652-9040 Flood Protection	653-9661 Environmental Service	Grand Total
ADMINISTRATIVE ANALYST I/II/SENIOR	COMMUNITY DEVELOPMENT	0.12			0.5			1.38	3	5
BUILDING INSPECTOR I/II/SENIOR	COMMUNITY DEVELOPMENT					2				2
BUILDING OFFICIAL/CITY ARCHITECT	COMMUNITY DEVELOPMENT					1				1
BUILDING PLANS EXAMINER I/II/SENIOR	COMMUNITY DEVELOPMENT					1				1
CIVIL ENGINEER SERIES (JUNIOR/ASSISTANT/ASSOCIATE/SENIOR)	COMMUNITY DEVELOPMENT						2	1		3
CLERK/SENIOR CLERK	COMMUNITY DEVELOPMENT				2					2
CODE ENFORCEMENT MANAGER	COMMUNITY DEVELOPMENT	1								1
CODE ENFORCEMENT OFFICER I/II/SENIOR	COMMUNITY DEVELOPMENT	3		1						4
DIRECTOR OF COMMUNITY DEVELOPMENT	COMMUNITY DEVELOPMENT	0.125			0.5			0.375		1
ENGINEERING ASSISTANT I/II/III	COMMUNITY DEVELOPMENT						1			1
ENVIRONMENTAL SERVICES MANAGER	COMMUNITY DEVELOPMENT								1	1
FLOOD PROTECTION MANAGER	COMMUNITY DEVELOPMENT							1		1
FLOOD PROTECTION PLANNER	COMMUNITY DEVELOPMENT							1		1
PERMIT SERVICES MANAGER	COMMUNITY DEVELOPMENT					1				1
PERMIT TECHNICIAN I/II	COMMUNITY DEVELOPMENT					2.5	0.5			3
PLANNER SERIES (JUNIOR/ASSISTANT/ASSOCIATE/SENIOR)	COMMUNITY DEVELOPMENT		3							3
PLANNING TECHNICIAN	COMMUNITY DEVELOPMENT				1					1
PRINCIPAL ENGINEER	COMMUNITY DEVELOPMENT						1			1
PRINCIPAL PLANNER	COMMUNITY DEVELOPMENT		1							1
PROGRAM ASSOCIATE	COMMUNITY DEVELOPMENT								1	1
SECRETARY	COMMUNITY DEVELOPMENT	1						1		2
SUPERVISING CIVIL ENGINEER	COMMUNITY DEVELOPMENT							1		1
Grand Total		5.245	4	1	4	7.5	4.5	6.755	5	38.00

POSITION	DEPARTMENT	106-9020 Economic Development	219-9328 Parking Activities	Grand Total	
COMMUNITY INVESTMENT MANAGER	ECONOMIC DEVELOPMENT & HOUSING	1		1	
COMMUNITY INVESTMENT SPECIALIST	ECONOMIC DEVELOPMENT & HOUSING	2		2	
DIRECTOR OF ECONOMIC DEVELOPMENT & HOUSING	ECONOMIC DEVELOPMENT & HOUSING	1		1	
ECONOMIC DEVELOPMENT MANAGER	ECONOMIC DEVELOPMENT & HOUSING	1		1	
PROGRAM MANAGER/SENIOR	ECONOMIC DEVELOPMENT & HOUSING	4	1	5	
SECRETARY	ECONOMIC DEVELOPMENT & HOUSING	1		1	
Grand Total		10	1	11.00	
Note: One (1) Program Manager/Senior may be filled at a lower level Community Investment Specialist or Administrative Analyst I/II/Senior					

Fire

POSITION	DEPARTMENT	101-9153 Fire - Hazardous Materials	108-9151 Fire Operations	101-9150 Fire - Administration	101-9151 Fire - Operations	Grand Total		
ADMINISTRATIVE ANALYST I/II/SENIOR	FIRE			1		1		
DEPUTY FIRE CHIEF	FIRE			1		1		
FIRE BATTALION CHIEF	FIRE				3	3		
FIRE CAPTAIN	FIRE				17	17		
FIRE CHIEF	FIRE			1		1		
FIRE ENGINEER	FIRE				15	15		
FIRE FIGHTER	FIRE		2		20	22		
FIRE INSPECTOR I/II/SENIOR	FIRE	2				2		
FIRE MARSHAL	FIRE	0.9		0.1		1		
SECRETARY	FIRE	1		1		2		
Grand Total		3.9	2	4.1	55	65.00		

Note: Firefighter position(s) may be flexibly staffed at either the Firefighter or Fire Recruit level. No more than six positions may be flexibly staffed.

Parks & Recreation

POSITION	DEPARTMENT	101-9500 Parks & Recreation Admin	101-9510 Recreation Activities	101-9520 Park Maintenance	254-9555 Discovery Preschool Program	254-9556 Community Center Childcare Cen	269-9179 CFD D-Southport Indst Prk Svcs	Grand Total
BUSINESS MANAGER	PARKS & RECREATION	1						1
CHIEF PARKS & GROUNDS WORKER	PARKS & RECREATION			3.2			0.8	4
CLERK/SENIOR CLERK	PARKS & RECREATION	1						1
DIRECTOR OF PARKS & RECREATION	PARKS & RECREATION	1						1
FINANCIAL SPECIALIST	PARKS & RECREATION	1						1
GROUNDSKEEPER	PARKS & RECREATION			3				3
PARKS & GROUNDS WORKER/SENIOR	PARKS & RECREATION			7				7
PARKS OPERATIONS SUPERINTENDENT	PARKS & RECREATION			1				1
PRESCHOOL SITE SUPERVISOR	PARKS & RECREATION				0.8	1		1.8
PRESCHOOL TEACHER	PARKS & RECREATION				0.75	3		3.75
PRESCHOOL TEACHER/FAMILY SUPPORT SPECIALIST	PARKS & RECREATION					2		2
PROJECT MANAGER I/II/SENIOR	PARKS & RECREATION			1				1
RECREATION COORDINATOR	PARKS & RECREATION		5					5
RECREATION MANAGER	PARKS & RECREATION		2					2
RECREATION SUPERVISOR I/II	PARKS & RECREATION		6					6
SECRETARY	PARKS & RECREATION	1						1
Grand Total		5	13	15.2	1.55	6	0.8	41.55

POSITION	DEPARTMENT	BARG UNIT	101-9019 Homeless Cleanup and Enforcem	101-9110 Police - Administration	101-9111 Police - Investigations	101-9113 Police - Patrol	101-9116 Police - Traffic/ParkingSafety	108-9111 Police - Investigations	250-9117 Police - C.L.O. Program	250-9132 Wash School Resource Officer 1	250-9147 Wash School Resource Officer 2	101-9112 Police - Records	Grand Total
ADMINISTRATIVE ANALYST I/II/SENIOR	POLICE	SPECPROF/MGMT		4									4
CLERK/SENIOR CLERK	POLICE	LOCAL 39										1	1
COMMUNITY SERVICES OFFICER I/II	POLICE	POANON				2							2
COURT LIAISON OFFICER	POLICE	MGMT							0.5				0.5
COURT LIAISON SPECIALIST	POLICE	SPECPROF							0.5				0.5
CRIME ANALYST	POLICE	POANON			1								1
CRIME SCENE INVESTIGATOR I/II/III	POLICE	POANON		1	2								3
DEPUTY POLICE CHIEF	POLICE	SAFEMGT		1									1
POLICE CHIEF	POLICE	DEPTHHEAD		1									1
POLICE LIEUTENANT	POLICE	POLMGT		2	1	2							5
POLICE OFFICER	POLICE	POA			10	41	3	1		1	1		57
POLICE RECORDS SUPERVISOR	POLICE	SPECPROF										1	1
POLICE RECORDS TECHNICIAN	POLICE	POANON										6	6
POLICE SERGEANT	POLICE	POA		1	1	8	1	2					13
POLICE SERVICES COORDINATOR	POLICE	POANON				1							1
POLICE SUPPORT SERVICES MANAGER	POLICE	MGMT		1									1
PROGRAM MANAGER/SENIOR	POLICE	MGMT	1										1
PROPERTY/EVIDENCE TECHNICIAN I/II	POLICE	POANON		1									1
SECRETARY	POLICE	LOCAL 39		1	1							1	3
YOUTH COUNSELOR	POLICE	POANON			1								1
Grand Total			1	13	17	54	4	3	1	1	1	9	104.00

POSITION	DEPARTMENT	104-9325 City Facility Project & Maint	108-9205 Street Sweeping Maintenance	108-9210 Road Maintenance	201-9205 Street Sweeping Maintenance	201-9210 Road Maintenance	215-9230 Storm Water Maint-MS4	501-9410 Sewer Collection	506-9610 Water Treatment	506-9611 Water Distribution	506-9612 Water Backflow Prevention Prg	610-9650 Public Works O&M Administration	104-9326 Fleet Maintenance	Grand Total
BUSINESS MANAGER	PUBLIC WORKS OPERATIONS & MAINTENANCE											1		1
CHIEF FACILITIES MAINTENANCE WORKER	PUBLIC WORKS OPERATIONS & MAINTENANCE	1												1
CHIEF MAINTENANCE WORKER	PUBLIC WORKS OPERATIONS & MAINTENANCE			1				1		1				3
CHIEF TREATMENT PLANT MECHANIC	PUBLIC WORKS OPERATIONS & MAINTENANCE							0.5	0.5					1
CLERK/SENIOR CLERK	PUBLIC WORKS OPERATIONS & MAINTENANCE	0.5									0.5	1.5	0.5	3
DIRECTOR OF PUBLIC WORKS OPERATIONS & MAINTENANCE	PUBLIC WORKS OPERATIONS & MAINTENANCE											1		1
ELECTRICAL TECHNICIAN	PUBLIC WORKS OPERATIONS & MAINTENANCE							1		1				2
EQUIPMENT & FACILITIES SUPERINTENDENT	PUBLIC WORKS OPERATIONS & MAINTENANCE	0.5										0.5		1
EQUIPMENT MECHANIC I/II	PUBLIC WORKS OPERATIONS & MAINTENANCE												3	3
FACILITIES MAINTENANCE WORKER/AIDE/SENIOR	PUBLIC WORKS OPERATIONS & MAINTENANCE	4												4
INSTRUMENTATION TECHNICIAN	PUBLIC WORKS OPERATIONS & MAINTENANCE							0.25	0.75					1
MAINTENANCE WORKER/SENIOR	PUBLIC WORKS OPERATIONS & MAINTENANCE		1	1	1	2	2	7		7	1.5			22.5
STATIONARY ENGINEER	PUBLIC WORKS OPERATIONS & MAINTENANCE	1												1
TREATMENT PLANT MECHANIC I/II	PUBLIC WORKS OPERATIONS & MAINTENANCE							1	1	1				3
UTILITIES MAINTENANCE SUPERINTENDENT	PUBLIC WORKS OPERATIONS & MAINTENANCE					0.25	0.25	0.25		0.25				1
WATER TREATMENT PLANT OPERATOR APPRENTICE/II/III/IV	PUBLIC WORKS OPERATIONS & MAINTENANCE								6					6
WATER TREATMENT SUPERINTENDENT	PUBLIC WORKS OPERATIONS & MAINTENANCE								1					1
Grand Total		7	1	2	1	2.25	2.25	11	9.25	10.25	2	4	3.5	55.50

Authorized Position List 2020/2021
Summary Amendments

Approved: 06/17/2020
Effective: 07/01/2020

Date	Dept	Amendment
4/1/2020	Police	Move 2.0 FTE Police Officer from 250-9127 2015 COPS Hiring Program to 101-9113 Patrol due to expiration of the Grant

MEETING DATE: June 17, 2020

ITEM # 13



SUBJECT:
**CONSIDERATION OF TEMPORARY SUSPENSION OF FLOATING HOLIDAY AND
 MANAGEMENT LEAVE ACCRUAL CAPS TO JUNE 30, 2021 TO ALLOW EMPLOYEES
 TO UTILIZE ACCRUALS.**

INITIATED OR REQUESTED BY:

[] Council [X] Staff

[] Other

REPORT COORDINATED OR PREPARED BY:

Liane Lee, Human Resources Manager
 City Manager's Office

ATTACHMENT [] Yes [X] No [] Information [] Direction [X] Action

OBJECTIVE

The purpose of this report is to seek City Council approval for temporary suspension of the Floating Holiday and Management Leave accrual caps for employees in affected groups until June 30, 2021.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council approve the temporary suspension of the Floating Holiday accrual cap for employees in the Local 39, Police Officers Association, Police Managers Association, and Unrepresented (Department Heads, Management, Specialists and Professionals, and Confidential) groups, and the temporary suspension of the Management Leave accrual caps for employees in the Police Managers Association and unrepresented management (Department Head, Miscellaneous Management, Safety Management) groups until June 30, 2021.

BACKGROUND

Annually as of July 1, employees in labor group Local 39 accrue 4.5 days of Floating Holiday and employees in the Police Officers Association, Police Managers Association, and unrepresented management (Department Heads, Management, Specialists and Professionals, and Confidential) accrue 3.5 days of Floating Holiday. Annually as of July 1, employees in the Police Managers Association and unrepresented management (Department Head, Miscellaneous Management, Safety Management) groups accrue 80 hours of Management Leave. Unused accruals of Floating Holiday and Management Leave expire annually as of June 30, at the end of each fiscal year. In light of the COVID-19 emergency and the Public Health Order, employees generally have not had a practical way to utilize these accruals. If employees are unable to use these accruals, this time results in a loss of a benefit to employees.

ANALYSIS

To avoid the situation where employees lose a benefit due to the circumstances surrounding COVID-19, staff is requesting that the City Council temporarily suspend the Floating Holiday accrual cap for employees in the Local 39, Police Officers Association, Police Managers Association, and unrepresented management (Department Heads, Management, Specialists and Professionals, and Confidential) groups, and temporarily suspend the Management Leave accrual caps for employees in the Police Managers Association and unrepresented management (Department Head, Miscellaneous Management, Safety Management) groups until June 30, 2021, the end of fiscal year 20/21. This will give impacted employees an additional year to utilize these leave hours and during the extension managers will be encouraging staff to take the time off to support their physical and psychological health.

Environmental Considerations

Not applicable

Commission Recommendation

Not applicable

Strategic Plan Integration

These recommendations support the City Council's Mission to provide Quality Municipal Services and a City government that is financially sound with a superior workforce.

Alternatives

The City Council may choose to not approve the temporary suspension of the Floating Holiday and Management Leave accrual caps until June 30, 2021.

Coordination and Review

This report has been coordinated between the City Manager's Office, Human Resources Division and the Finance Division.

Budget/Cost Impact

There is potential for additional cost impact in FY 2020/21 for any employees who leave the City who are provided cash value of their leave balances at the time of resignation/retirement. Since the carryover of floating holiday and management leave would allow use in FY 2020/21 but would not be carried forward to future years, the impacts to the value of compensated absences for development of financial statements may result in an increased liability for one fiscal year. The value of these leaves that could be paid out to resigning employees during the fiscal year is not anticipated to be material.

ATTACHMENT

None

MEETING DATE: June 17, 2020

ITEM # 14

SUBJECT:

CONSIDERATION AND AWARD OF CONTRACT FOR THE PUBLICATION OF LEGAL NOTICES TO THE NEWS-LEDGER FOR THE 2020/21 FISCAL YEAR

INITIATED OR REQUESTED BY:

Council Staff
 Other

REPORT COORDINATED OR PREPARED BY:

Yashin Abbas, City Clerk
City Manager's Office

ATTACHMENT Yes No Information Direction Action

OBJECTIVE

The purpose of this report is to comply with state law which requires that a legislative body contract with a newspaper for the publication of legal notices.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council approve the award of contract for publication of legal notices to the News-Ledger for the 2020/21 fiscal year.

BACKGROUND

Public Contracts Code §20169 requires the solicitation of bids to contract for the publication of legal notices. The contract is to include the printing and publishing of legal notices for the upcoming fiscal year. There presently exists just one local paper of general circulation in West Sacramento that is considered a competitive bidder. Under such circumstance, the law provides that the legislative body may contract with a newspaper without advertising for bids.

ANALYSIS

The News-Ledger continues to meet all of the requirements to publish legal notices, including a current West Sacramento business license. Additionally, the News-Ledger continues to make legal notices available for viewing online at their website, www.westsac.com/news-ledger.

Environmental Considerations

N/A

Commission Recommendation

N/A

Strategic Plan Integration

N/A

Alternatives

N/A

Coordination and Review

N/A

Budget/Cost Impact

For the first time since 2016, this year's contract reflects a 9% price increase in per column inch publishing. While this might seem like a significant increase, it represents an approximate \$414/year increase over a total of \$4,600 spent last year. Exact costs are difficult to predict as they are based upon the number and length of notices required to be published at the expense of the City.

ATTACHMENT

Contract with News-Ledger

CITY OF WEST SACRAMENTO
LEGAL NOTICE CONTRACT

Attachment 1

GENERAL INFORMATION

NEWSPAPER NAME: WEST SACRAMENTO NEWS-LEDGER ADDRESS: 1040 WEST CAPITOL AVE, SUITE B, WEST SACRAMENTO, CA 95691

PUBLISHER: CHRIS MACKO CONTACT: CHRIS MACKO PHONE: 916-371-8030

DATE OF ADJUDICATION *: 9/4/2009 CURRENT WS BUSINESS LICENSE NUMBER*: 18280

PAID SUBSCRIBERS: WEST SACRAMENTO RESIDENTS** 864 NON WEST SACRAMENTO RESIDENTS** 87

PRICE INFORMATION

Current Column Width: 1.63"

1st Publication, per inch: \$5.50 Subsequent publications, per inch: \$5.50

If the City provides legal notices in camera ready format (laser print, 300 dpi, printed to your standard column width, type size and type face), or e-mailed, please provide the price to print notices:

1st Publication, per inch: \$5.50 Subsequent publications, per inch: \$5.50

E-PUBLISHING

Will legal notices be viewable in electronic format on newspaper's website: Yes

DEADLINE INFORMATION

Can you meet a 10:00 a.m. Monday deadline for publication within the same week? Yes
(Inability to meet the city deadline requirements will disqualify the bidder.)

CONTRACT DURATION

This contract shall be in effect for the publication of legal notices during the period of July 1, 2020 – June 30, 2021.

* **Attach Copy**

** **Provide Documentation**

I, Chris Macko, hereby certify that the information provided on this contract is true and correct as of this date 6/12/2020.


Chris Macko, West Sacramento News-Ledger

ATTEST:

Christopher L. Cabaldon, Mayor

Yashin Abbas, City Clerk

APPROVED AS TO FORM:

Jeffrey Mitchell, City Attorney

MEETING DATE: June 17, 2020

ITEM # 15



SUBJECT:
CONSIDERATION OF RESOLUTION 20-48 CALLING AN ELECTION AND REQUESTING THE BOARD OF SUPERVISORS TO PERMIT THE COUNTY CLERK TO RENDER SPECIFIED SERVICES TO THE CITY RELATING TO THE CONDUCT OF A MUNICIPAL ELECTION ON NOVEMBER 3, 2020

INITIATED OR REQUESTED BY:

[] Council [X] Staff

[] Other

REPORT COORDINATED OR PREPARED BY:

Yashin Abbas, City Clerk
City Manager's Office

ATTACHMENT [X] Yes [] No

[] Information

[] Direction

[X] Action

OBJECTIVE

The purpose of this report is to call an election for the purpose of electing two council members and a mayor and to consolidate the election with the statewide general election on November 3, 2020.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council adopt Resolution 20-48 calling an election and requesting the Board of Supervisors to permit the County Clerk to render specified services to the City relating to the conduct of a Municipal Election to be held on November 3, 2020 in consolidation with the General Election.

BACKGROUND

If the City wishes to have the County Clerk conduct the election, the Council must request the Board of Supervisors, by resolution, to consolidate the Municipal and General Elections and to allow the County Clerk to conduct the election. The County Clerk has requested that resolutions requesting consolidation be received no later than June 30, 2020. The candidate filing period begins on July 13, 2020.

On May 8, 2020, Government Executive Order mandates the temporary shift to all-mail voting for the November 3, 2020 elections as a result of the COVID-19 pandemic. Rules will be established for in-person voting.

ANALYSIS

The California Elections Code and Government Code specify certain requirements and options available to a City for the conduct of an election. The steps outlined in this report are required to allow the County Clerk to conduct the election for the City.

Resolution 20-48 calls the election, specifies the offices to be filled, requests consolidation with the General Election on November 3, 2020 and outlines election services to be provided by the County Clerk to the City. The latter includes publication of required legal notices, ballot printing and mailing, absentee ballot distribution and receipt, precinct worker recruitment and training and election-day activities including vote tabulation. The resolution also states that each candidate is to pay \$400 for the publication of the optional Candidate's Statement. If the candidate chooses also to have the statement in Russian and/or Spanish, the candidate will be charged in full in accordance with fees established by Yolo County Elections. The word count for the statements is 400.

The City Clerk is the filing officer for city council and mayoral candidate nomination papers, FPPC filings, as well as issues concerning any ballot measure. The City Clerk will also coordinate and oversee daily election activities within the City, including handling phone requests for polling locations and tracking tabulation of the votes after the polls close.

Environmental Considerations

N/A

Commission Recommendation

N/A

Strategic Plan Integration

The recommended action furthers the City's goals of providing quality city services.

Alternatives
N/A

Coordination and Review
N/A

Budget/Cost Impact

An all-mail ballot increases the costs for ballot printing and mailing, absentee ballot distribution and receipt. Staff anticipates that with this adjustment, the election will cost approximately \$50,000. The election cost is included in the 2020-2021 budget.

ATTACHMENT
Resolution 20-48

RESOLUTION 20-48
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO
CALLING AN ELECTION AND REQUESTING THE YOLO COUNTY BOARD OF
SUPERVISORS TO PERMIT THE YOLO COUNTY CLERK
TO RENDER SPECIFIED SERVICES TO THE CITY RELATING TO THE CONDUCT OF A
MUNICIPAL ELECTION TO BE HELD IN THE CITY ON NOVEMBER 3, 2020 IN
CONSOLIDATION WITH THE GENERAL ELECTION

WHEREAS, under provisions of the laws relating to general law cities in the State of California, a General Municipal Election shall be held on November 3, 2020; and

WHEREAS, pursuant to the requirements of the laws of the State relating to General Law Cities, there is called and ordered to be held in the City of West Sacramento, CA, on Tuesday, November 3, 2020, a General Municipal Election for the purpose of electing two members of the City Council for the full term of four years, and one Mayor for a term of two years; and

WHEREAS, the Clerk of Yolo County has traditionally provided the City of West Sacramento with services necessary to conduct municipal elections and the Yolo County Clerk's office has expertise in providing these services; and

WHEREAS, the Yolo County Board of Supervisors is hereby requested to permit the County Clerk to render services as specified in Exhibit "A" attached herein; and

WHEREAS, the City has traditionally consolidated its election with the County and requests to consolidate with the Statewide General Election on November 3, 2020.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Sacramento that the Yolo County Board of Supervisors is requested to consolidate the Municipal Election with the General Election, to authorize the County Clerk to provide the services specified in Exhibit "A" and to provide that the County of Yolo shall be reimbursed for services performed when the work is completed and upon presentation to the City of a properly prepared bill; and

BE IT FURTHER RESOLVED that each candidate is to pay \$400 for the publication of the optional Candidate's Statement, pursuant to Election Code Section 13306 and the Book of Fees. If the candidate elects to have Spanish and/or Russian translation of his/her candidate statement, the candidate will be charged in full in accordance with fees established by Yolo County Elections. The limitation of the number of words that a candidate may use in his/her Candidate Statement is 400 words.

PASSED AND ADOPTED by the City Council of the City of West Sacramento this 17th day of June 2020 by the following vote:

AYES:
NOES:
ABSENT:

Christopher L. Cabaldon, Mayor

ATTEST:

Yashin Abbas, City Clerk

EXHIBIT "A" of Resolution 20-48

Services to be rendered by the Yolo County Clerk to the City of West Sacramento for the November 3, 2020 General Municipal Election:

- a. The publication of all required legal notices pertaining to the election and provide copy of affidavit of publication to City.
- b. Verify nomination signatures.
- c. Provide copies of all precinct maps and additional maps the City requires.
- d. Provide one set of voter lists (precinct/street order) at the close of registration.
- e. Recruiting and training for precinct workers and securing polling places.
- f. Provide printer proof samples of all city ballot material in a timely manner to allow for any changes prior to the final printing deadline.
- g. Encoding the ballots for computer count, providing a test run, appointing an Accuracy and Logistics Board to certify computer programming for ballot tabulation, tabulating unofficial election results.
- h. Verification of absent voter ballot application signatures, and processing absent voter pamphlets.
- i. Labeling of sample ballot pamphlets.
- j. Providing election supplies, including voting booths, tables, chairs, voting devices, flags, and other election-related items.
- k. Provide Statement of Vote pursuant to state law.
- l. Any other services reasonably required to conduct this election.

West Sacramento City Clerk, as the Chief Elections Official for the City of West Sacramento, will conduct all aspects of election not specified above, including but not limited to:

- a. Issue and file candidates' nomination papers.
- b. Proof sample/official ballots.
- c. Prepare resolution canvassing votes to be adopted by Council.
- d. Serve as filing officer for all FPPC statements for city candidate and ballot measure committees.
- e. Other services as required.

**EMERGENCY MEETING OF THE
CITY OF WEST SACRAMENTO CITY COUNCIL,
REDEVELOPMENT SUCCESSOR AGENCY, AND
WEST SACRAMENTO FINANCING AUTHORITY
June 1, 2020
Minutes**

The City Council conducted an emergency meeting for the purpose of discussing the demonstrations currently taking place in the greater Sacramento area, the threat of violence and looting escalating from those demonstrations affecting West Sacramento, and conformity with emergency actions by the City of Sacramento. The City Clerk publicly noticed the meeting via the City’s website, posting case, and notified the News-Ledger one-hour prior to the meeting.

Pursuant to the Governor’s Executive Order N-29-20, members of the West Sacramento City Council and staff will participate in this meeting via a teleconference.

To submit a comment in writing, email Aaron Laurel, City Manager, at aaronl@cityofwestsacramento.org and write “Public Comment” in the subject line. In the body of the email, include the item number and/or title of the item as well as your comments. All comments received by 3:30 PM will be provided to the City Council. The comments submitted shall become part of the record of the meeting.

The emergency meeting open session was called to order at 3:30 PM. All members were present. Mayor Cabaldon presided.

Entry No. 1

Minute Order 20-36: Called a recess to convene in closed session in accordance with Government Code Section 54956.5(c) and 54957(a) (Discuss matters posing a threat to security of public buildings and essential public services and facilities).

MOTION: Ledesma. SECOND: Orozco. AYES: Guerrero, Sandeen, Cabaldon.
ROLL CALL VOTE: LEDESMA: Aye. OROZCO: Aye. SANDEEN: Aye. GUERRERO: Aye
CABALDON: Aye.

The special closed session was called to order at 3:33 PM. There were no members of the public present. All members were present.

Entry No. 2

The open session reconvened at 5:13 PM. All members were present.

Minute Order 20-37: Adopted **Resolution 20-65** proclaiming a local emergency and imposing a curfew.

MOTION: Orozco. SECOND: Ledesma. AYES: Guerrero, Sandeen, Cabaldon.
ROLL CALL VOTE: OROZCO: Aye. SANDEEN: Aye. GUERRERO: Aye. LEDESMA: Aye
CABALDON: Aye.

The meeting adjourned at 5:36 PM.

Yashin Abbas, City Clerk

Minutes approved as presented by a majority vote of the City Council on June 17, 2020.

Yashin Abbas, City Clerk

**REGULAR MEETING OF THE
CITY OF WEST SACRAMENTO CITY COUNCIL,
REDEVELOPMENT SUCCESSOR AGENCY, AND
WEST SACRAMENTO FINANCING AUTHORITY**

June 3, 2020

Minutes

Pursuant to the Governor's Executive Order N-29-20, members of the West Sacramento City Council and staff will participate in this meeting via a teleconference. To reduce the spread of COVID-19, members of the public are asked to watch the meeting via Wave Cable Channel 20 or Livestream (<https://www.cityofwestsacramento.org/government/meetings-agendas/city-council>) and to submit comments in writing by 6:00 pm on June 3, 2020.

To submit a comment in writing, please email clerk@cityofwestsacramento.org and write "Public Comment" in the subject line. In the body of the email, include the item number and/or title of the item as well as your comments. All comments received by 6:00 PM will be provided to the City Council and posted on the website. The comments submitted shall become part of the record of the meeting.

There was no closed session. The regular meeting was called to order at 7:02 PM. Council Member Orozco joined the meeting at 7:07 PM. All other members were present. Mayor Cabaldon presided.

Entry No. 1

Heard General Administration Functions as follows:

There were no presentations by the public on matters not on the agenda.

Mayor Cabaldon announced that the June 10, 2020 City Council has been cancelled; and the next City Council meeting is scheduled for June 17, 2020.

Mayor Pro Tem Sandeen reported on the May 28, 2020 meeting of the Local Agency Formation Commission; and the June 3, 2020 meeting of the Sacramento-Yolo Port District Commission.

Council Member Ledesma reported on the May 22, 2020 2 x 2 meeting with Yolo County Transportation District and Sacramento Regional Transit.

Entry No. 2

Minute Order 20-38: Acted on the Consent Agenda as follows:

Found that the Station 41 Emergency Roof Repairs project is exempt from the California Environmental Quality Act (CEQA) analysis under California Code of Regulations, Title 14, Chapter 3, Article 19, Sections 15301(d) (Existing Facilities) and 15302, Replacement or Reconstruction and that these determinations represent the independent judgment of the City; and dispensed with competitive bidding process.

Found that the Coke and Triangle Sewer Lift Stations Rehabilitation Project is exempt from the California Environmental Quality Act (CEQA) analysis under the Class 1 Categorical Exemption, under California Code of Regulation, Title 14, Division 6, Chapter 3, Section 15301, and find that the Class 1 Categorical Exemption determination represents the independent judgment of the City; adopted **Resolution 20-25** approving amendments to the Capital Improvement Program for the Coke and Triangle Sewer Lift Stations Rehabilitation Project (CIPs 34002 and 33018); approved the plans

and specifications for the Coke and Triangle Sewer Lift Station Rehabilitation Project; awarded a construction contract to the lowest responsive, responsible bidder, Anvil Builders Inc., for the Coke/Triangle Sewer Lift Station Rehabilitation Project in the amount of \$1,318,100; granted the City Manager, or his designee, authority to issue contract change orders to Anvil Builders Inc. up to ten percent of the contracted work amount (\$132,000); approved a contract for professional services with Brown and Caldwell for \$205,286 for construction management services; authorized the City Manager or his designee to make contract amendments to Brown and Caldwell for up to ten percent (\$20,000) of the value of the contract; and approved Amendment 2 to the contract for professional services with NEXGEN Utility Management, Inc. in the amount of \$30,000 for engineering support services.

Found that the project is exempt from further environmental review pursuant to a Class 1 (Existing Facility) Categorical Exemption under the California Environmental Quality Act (CEQA) and found that the Exemption reflects the independent judgment of the City as lead agency under CEQA; awarded a contract to Terracare Associates for landscape maintenance services in the City's Landscape and Lighting Districts and other community properties in an amount not to exceed \$275,474.10; authorized the City Manager or his designee the authority to issue Contract Change Orders up to ten percent of the total contract price (\$25,043.10 – included in total contract amount above); and adopted **Resolution 20-19** appropriating \$57,000 from the General Fund to the project.

Item 5, Consideration of approval of a pre-qualified vendor list to provide janitorial services to the City of West Sacramento and Resolution 20-51 amending the book of fees for facility rentals, was pulled from the agenda for future consideration.

Awarded the proposed contract with Allied Universal Security Service for security guard services; authorized the City Manager or his designee to execute the contract; and adopted **Resolution 20-54** amending the Book of Fees for the Facility Rental Fee Schedule.

Awarded the proposed contract with Western States Fire Protection Company for fire alarm system monitoring, testing, and inspection services; and authorized the City Manager, or his designee, to execute the contract.

Approved the minutes of the May 27, 2020 Regular City Council meeting.

MOTION: Guerrero. SECOND: Orozco. AYES: Ledesma, Sandeen, Cabaldon.

ROLL CALL VOTE

LEDESMA: Aye. SANDEEN: Aye. OROZCO: Aye. GUERRERO: Aye. CABALDON: Aye.

Entry No. 3

Minute Order 20-39: Opened the public hearing to consider Resolution 20-42 confirming the diagram and assessment and ordering improvements (maintenance) to be made for the Landscaping and Lighting District No. 1. Hearing from no one, closed the public hearing and approved the Landscaping & Lighting District No. 1 Report for 2020-2021 with budget and fee schedule; adopted **Resolution 20-42** confirming diagram and assessment, and ordering improvements (maintenance) to be made for the Landscaping and Lighting District No. 1.

MOTION: Orozco. SECOND: Ledesma. AYES: Guerrero, Sandeen, Cabaldon.

ROLL CALL VOTE

LEDESMA: Aye. SANDEEN: Aye. OROZCO: Aye. GUERRERO: Aye. CABALDON: Aye.

Entry No. 4

Minute Order 20-40: Opened the public hearing to consider Resolution 20-43 confirming the diagram and assessment and ordering improvements for the Storm Drain Maintenance District No. 1 (Raley's Landing). Hearing from no one, closed the public hearing and approved the Storm Drain District No. 1 Report for Fiscal Year 2020-2021 with budget and fee schedule; and adopted **Resolution 20-43** confirming the diagram and assessment and ordering improvements (maintenance) to be made for the Storm Drain Maintenance District No. 1 (Raley's Landing).

MOTION: Orozco. SECOND: Sandeen. AYES: Guerrero, Ledesma, Cabaldon.

ROLL CALL VOTE

LEDESMA: Aye. SANDEEN: Aye. OROZCO: Aye. GUERRERO: Aye. CABALDON: Aye.

Entry No. 5

Item 11, Consideration of Resolution 20-54 regarding time extensions for previously entitled projects potentially impacted by the COVID-19 pandemic, was continued for future consideration.

Entry No. 6

Received staff's update and provided direction to staff on activities related to COVID-19 mitigation and community impacts.

Entry No. 7

Heard General Administration Function, Part II.

Assistant City Manager Berlin announced that the River City Regional Stadium Financing Authority is scheduled to meet by teleconference at 4:00 PM on June 8, 2020; and the Transportation, Mobility & Infrastructure Commission is also scheduled to meet by teleconference on June 8, 2020 beginning at 6:00 PM.

City Manager Laurel had nothing further to report.

Council Member Guerrero reported communication with individuals regarding concerns that additional requirements for COVID-19 disinfecting and cleaning of public facilities should be included in the janitorial services Request for Proposals when the item is returned for City Council consideration.

The meeting adjourned at 8:35 PM.

Yashin Abbas, City Clerk

Minutes approved as presented by a majority vote of the City Council on June 17, 2020.

Yashin Abbas, City Clerk

MEETING DATE: June 17, 2020

ITEM # 17



SUBJECT:
PUBLIC HEARING AND CONSIDERATION OF RESOLUTION 20-57 CALLING AN ELECTION FOR THE PURPOSE OF SUBMITTING THE LEVY OF THE COMMUNITY FACILITIES DISTRICT “B” (NEWPORT ESTATES SERVICES) TO THE QUALIFIED ELECTORS OF THE AREA PROPOSED TO BE ANNEXED (ANNEXATION NO. 3); AND RESOLUTION 20-58 DECLARING THE RESULTS OF THE SPECIAL ELECTION; AND CONDUCT FIRST READING OF ORDINANCE 20-3 LEVYING AND APPORTIONING A SPECIAL TAX IN ANNEXATION NO. 3

INITIATED OR REQUESTED BY:

- Council Staff
- Other

REPORT COORDINATED OR PREPARED BY:

Roberta Raper, Director
Administrative Services Department

ATTACHMENT Yes No Information Direction Action

OBJECTIVE

The purpose of this action continues with the process of annexing the River Oaks subdivision into Community Facility District “B” (Newport Estates Services) in order to extend maintenance services to the area located at the southeast corner of the Newport Estates subdivision.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council:

1. Conduct a public hearing to adopt Resolution 20-57 calling an election to submit to qualified electors of the area proposed to be annexed; and
2. Adopt Resolution 20-58 declaring the results of the special election; and
3. Conduct a first reading of Ordinance 20-3 levying and apportioning a special tax in territory annexed to Community Facilities District “B” (Newport Estates Services).

BACKGROUND

Government Code Section 53311, the Mello-Roos Act of 1982, allows local government entities to form community financing districts (CFDs) to fund maintenance of public facilities, including street lighting, landscaping, drainage, and other basic public infrastructure.

CFDs are formed in a way so that the parcels to be included within the district boundaries will benefit from the services to be provided. The law allows for annexation of properties into a district, so that a supplemental assessment known as the “special tax” is levied upon properties within the district and collected along with the regular tax bill. Formation of and/or annexation to a CFD requires a 2/3 majority vote of residents within the district, or where there are fewer than 12 registered voters, property owners within the district. Once the annexation to the CFD is approved, a special tax lien is placed against each taxable property within the annexed territories on par with the original parcels included within the district. A mathematical formula is developed to calculate the annual special tax to be contributed by each property and is approved at the time the district is formed.

The City has 17 existing “maintenance services” CFDs. Annexation of the 19.3-gross-acre River Oaks subdivision (also referred to by its vesting tentative map #5139) to the existing maintenance services CFD (CFD “B”), will incorporate a project boundary that mirrors the subdivision map (a boundary map is attached to this report). River Oaks is to include 116 single family homes.

The City is currently processing the improvement plans and final subdivision map for the River Oaks subdivision, which will include the assignment of maintenance responsibilities to constructed public facilities. Typically, this includes landscaping and lighting, public landscaping and irrigation, and other “build areas” that may be deemed public or private common facilities within the subdivision.

In conjunction with the property owner, Seecon Homes, Inc., City staff have identified the areas of City maintenance to be consistent with the contiguous Newport Estates subdivision. The annexation process is similar to the formation process regarding the levying of a special tax on the territory to be annexed. Since no changes are proposed to the eligible services or the tax rate and method, only the landowners in the territory to be annexed need vote.

On May 21, 2020, the City Council adopted Resolution 20-50 declaring the City Council's intention to: 1) annex territory into CFD "B"; 2) specify the types of maintenance services to be provided, and 3) levy a special tax to pay for various maintenance services, and 4) set a public hearing date of June 17, 2020. The actions to be considered at the June 17, 2020 meeting will comply with the special election procedures and allow for the first reading of the ordinance allowing for the levy of the special tax.

ANALYSIS

On June 6, 2001, the City Council adopted Resolution 01-52 which established CFD "B" (Newport Estate Services which authorized the levy of special taxes to pay for maintenance services within the District. There have been two annexations since that time. On August 6, 2008, the City Council adopted Resolution 08-59, which annexed the area known as the Newport Grove subdivision, and just last year, on June 5, 2019, the City Council adopted Resolution 19-29, which annexed the area known as the Newport Villas subdivision.

It should be noted that the special election to be conducted on June 17, 2020 falls under a provision of the Mello Roos Act that allows the typical election process to be altered and expedited with the unanimous consent of the qualified electors. Seecon Homes, Inc., the legal ownership entity and sole "qualified elector," has provided the City with a signed "waiver and consent." This will allow the election results to be declared at the same City Council meeting where the City Council calls for the election. The use of the waiver and consent has been common with past CFD formations in the City.

After conducting the election, staff anticipates immediately asking the City Council on June 17, 2020, to announce the results of the election and to request that the City Council consider the first reading of Ordinance 20-3, an ordinance levying a special tax.

Environmental Considerations

This action is not a project that is subject to CEQA because it is not an activity that may cause either a direct or reasonably foreseeable indirect physical change in the environment. (Pub. Resources Code, § 21065; CEQA Guidelines §§ 15060(c), 15378(a).)

Commission Recommendation

Not applicable

Strategic Plan Integration

The City has a Strategic Plan goal to achieve a financially sound City government. Establishing service maintenance districts is a tool to ensure that new development pays a fair share costs of maintaining public improvements. The actions recommended in this report will further that objective. In addition, adoption of special taxes and fees for service help establish the strong financial base necessary to provide quality services to area residents.

Alternatives

The City Council has established policies for requiring the formation of services districts to pay for maintenance services, and Annexation No. 3 will expand adopted policies to the River Oaks subdivision. The staff recommendation is to approve Annexation No. 3, in coordination with and cooperation of the River Oaks property owner.

As an alternative to the staff recommendation, the City Council may choose to not proceed with Annexation No. 3 at this time, but direct staff to revise the proposed RMA, modify the proposed boundaries, or make other changes. This alternative would also direct staff to return for consideration after such changes have been made. This alternative would delay the current schedule for annexation and require the City Council to adopt a revised Resolution of Intent. This option is not recommended as this is a lengthy and arduous process and could delay the development and annexation into the existing district.

Coordination and Review

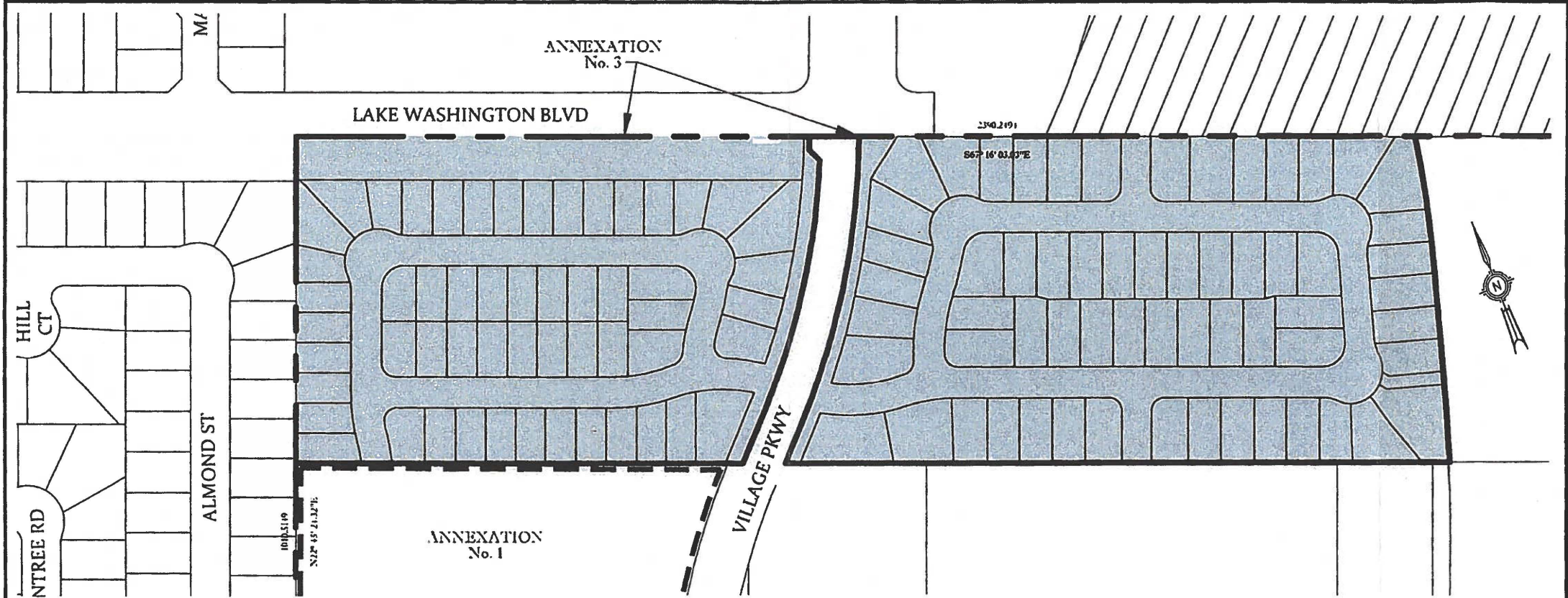
In preparing the maintenance costs for the proposed district, involvement and input from a number of City departments was required, including the following: 1) Public area to be maintained by the district were coordinated by Community Development, and 2) Form of Resolution 20-57, 20-58, as well as Ordinance 20-3 were prepared by the City Attorney.

Budget/Cost Impact

Fees for services such as these support a higher level of service than can be supported by general taxes alone. The City will be responsible for ongoing maintenance of certain public improvements as outlined in the Rate and Method of Apportionment. The costs of forming the district have been funded by Seecon Homes, Inc.

ATTACHMENTS

1. Annexation No. 3 Boundary Map
2. Resolution 20-57
3. Resolution 20-58
4. Ordinance 20-3



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF WEST SACRAMENTO THIS 16th DAY OF May, 2020.

Jessal Willocks Deputy
 YASHIN ABBAS
 CITY CLERK
 CITY OF WEST SACRAMENTO

I HEREBY CERTIFY THAT THIS MAP SHOWING THE PROPOSED BOUNDARIES OF ANNEXATION No. 3, CITY OF WEST SACRAMENTO, COUNTY OF YOLO, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO AT A REGULAR MEETING THEREOF, HELD ON THE 16th DAY OF May, 2020, BY ITS RESOLUTION No. 20-50



Jessal Willocks Deputy
 YASHIN ABBAS
 CITY CLERK
 CITY OF WEST SACRAMENTO

FILED THIS 13th DAY OF June, 2020, AT THE HOUR OF 11:33 O'CLOCK A.M., IN BOOK 2020 OF MAPS, AT PAGE 36 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF YOLO, STATE OF CALIFORNIA.

KIM WEISENBURG

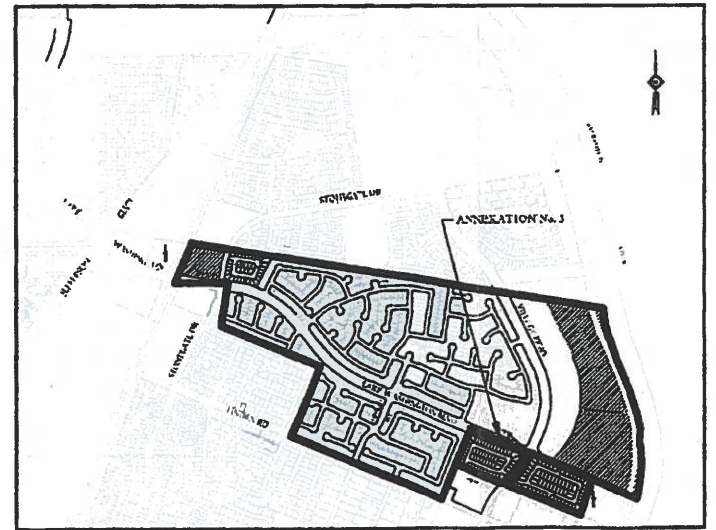
JESSE SALINAS
 COUNTY CLERK/RECORDER
 COUNTY OF YOLO

LEGEND

- COMMUNITY FACILITIES DISTRICT "B" BOUNDARY
-  ANNEXATION No. 3 TO COMMUNITY FACILITY DISTRICT "B"
-  EXEMPT

**ANNEXATION MAP No. 3 OF
 COMMUNITY FACILITY DISTRICT "B"
 CITY OF WEST SACRAMENTO, YOLO COUNTY, CALIFORNIA
 SCALE: 1" = 100'
 SHEET 1 OF 1**

REFERENCE IS MADE TO THAT BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT B OF THE CITY OF WEST SACRAMENTO RECORDED WITH THE YOLO COUNTY RECORDER'S OFFICE ON APRIL 30, 2001, IN BOOK 2001 OF MAPS AT PAGE 30.



VICINITY MAP
 N.T.S.

RESOLUTION 20-57**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO CALLING AN ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS THE QUESTION OF LEVYING A SPECIAL TAX WITHIN THE AREA PROPOSED TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT "B" (NEWPORT ESTATES) (ANNEXATION NO. 3)**

WHEREAS, on April 18, 2001, the City Council (the "City Council") of the City of West Sacramento (the "City"), approved Resolution No. 01-45 declaring its intention to establish the City of West Sacramento Community Facilities District "B" (Newport Estates) ("CFD B") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, for the purpose of providing for the financing of certain services (the "Services") described in Exhibit A hereto; and

WHEREAS, the City Council on June 20, 2001 adopted Resolution No. 01-58 determining the results of the special election and finding that more than two-thirds (2/3) of all votes cast at the special election were cast in favor of the proposition presented, and such proposition passed; and

WHEREAS, the City Council on May 6, 2020, duly adopted Resolution 20-50 (the "Resolution of Intention") declaring its intention to annex certain territory to the CFD and to levy a special tax within that territory to pay for the Services and setting a public hearing on the proposed annexation for June 17, 2020; and

WHEREAS, the territory proposed to be annexed is identified in a map entitled "Annexation Map No. 3 Community Facilities District "B" (Newport Estates), City of West Sacramento, Yolo County, State of California" a copy of which is on file with the City Clerk and has been recorded in the office of the Yolo County Recorder on June 1, 2020, in Book 2020 of Maps, at Page 36; and

WHEREAS, the City Council convened a public hearing on Wednesday, June 17, 2020, at 7:00 p.m., at the regular meeting place of the City Council, 1110 West Capitol Avenue, West Sacramento, California, at which hearing all persons interested, including all taxpayers, property owners and registered voters within the CFD and the territory proposed to be annexed, were given an opportunity to appear and be heard on the proposed annexation of territory to the CFD and the levy of special taxes within the territory proposed to be annexed; and

WHEREAS, written protests have not been filed by fifty percent (50%) or more of the registered voters residing within the CFD, or by fifty percent (50%) or more of the registered voters residing within the territory to be annexed, or by the owners of one-half (1/2) or more of the area within the CFD, or by the owners of one-half (1/2) or more of the territory to be annexed; and

WHEREAS, the City Council has determined that there are fewer than twelve registered voters residing in the territory proposed to be annexed to the CFD and that the qualified electors in such territory are the landowners; and

WHEREAS, on the basis of all of the foregoing, the City Council has determined to call an election to authorize the annexation of territory to the CFD and the levying of a special tax as described in Exhibit B hereto; and

WHEREAS, the City Council has received a written instrument from each landowner in the territory proposed to be annexed to the CFD consenting to the shortening of election time

requirements, waiving analysis and arguments, and waiving all notice requirements relating to the conduct of the election.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Sacramento that:

Section 1. Recitals. All of the above recitals are true and correct, and the City Council so finds and determines.

Section 2. Confirmation of Findings in Resolution of Intention. The City Council reconfirms all of its findings and determinations as set forth in the Resolution of Intention.

Section 3. Finding Regarding Protests. The City Council finds and determines that written protests to the proposed annexation of territory to the CFD and the levy of the special tax within such territory are insufficient in number and in amount under the Act, and the City Council hereby further orders and determines that all such protests are hereby overruled.

Section 4. Finding Regarding Prior Proceedings. The City Council finds and determines that all prior proceedings had and taken by the City Council with respect to the annexation of territory to the CFD are valid and in conformity with the requirements of the Act.

Section 5. Tax Lien. Upon recordation of an amended notice of special tax lien pursuant to Sections 3117.5 and 3114.5 of the Streets and Highways Code, a continuing lien to secure each levy of the special tax shall attach to all non-exempt real property in the territory proposed to be annexed and this lien shall continue in force and effect until the collection of the tax is terminated by the City Council.

Section 6. Call and Order of Election. The City Council hereby calls and orders a special election to be held on Wednesday, June 17, 2020 ("election day"), at which election the question of levying the special tax within the territory proposed to be annexed shall be submitted to the qualified electors of the territory proposed to be annexed. The terms of the measure are described in this Resolution. The abbreviated form of the statement of the ballot measure is set forth in Exhibit C hereto and is incorporated herein by reference.

Section 7. Vote Required. If the proposition on the question of levying the special tax within the territory proposed to be annexed receives the approval of more than two-thirds (2/3) of the votes cast on the proposition, then the territory proposed to be annexed will be added to and become part of the CFD with full legal effect and the City Council will be authorized to levy the special tax within the annexed territory.

Section 8. Submission of Ballot Proposition. The City Council hereby submits to the landowners within the territory proposed to be annexed to the CFD at the special election the ballot proposition set forth in Section 6 of this Resolution. The City Council hereby authorizes the City Clerk to conduct the election.

Section 9. Conduct of Election. The special election shall be held and conducted, the returns canvassed, and the results ascertained and determined, as herein provided:

(a) All owners of land within the territory proposed to be annexed to the CFD upon the date of the special election shall be qualified to vote upon the measure submitted at the special election. Each landowner shall have one vote for each acre or portion thereof that she, he,

or it owns within the territory proposed to be annexed to the CFD, as provided in Government Code section 53326(b).

(b) Pursuant to Government Code section 53327, the special election shall be conducted as a mailed ballot election, in accordance with the provisions of Sections 4100-4108 of the Elections Code. There shall be no polling places for the special election.

(c) The City Clerk is authorized to mail to each landowner in the territory proposed to be annexed to the CFD a ballot in the form set forth in Exhibit C hereto.

(d) Each voter desiring to vote in favor of the measure to levy a special tax shall mark an "X" or a check mark in the voting square opposite the word "YES." To vote against the measure, the voter shall mark an "X" or a check mark in the voting square opposite the word "NO."

(e) The City Clerk shall accept the ballots of the landowners up to five minutes following the adoption of this Resolution by the City Council. The City Clerk shall have available ballots that may be marked at the City Clerk's office on the election day by voters. Once all qualified electors have voted, the City Clerk may close the election.

(f) The City Clerk shall commence the canvass of the returns of the special election as soon as the election is closed at the City Clerk's office. At the conclusion of the canvass, the City Clerk shall declare the results of the election.

(g) The City Council shall declare the results of the special election following the completion of the canvass of the returns and shall cause to be inserted into its minutes a statement of the results of the special election as ascertained by the canvass of the returns.

(h) The City Council ratifies the City Clerk's mailing of the ballots in advance of the call of the election.

Section 10. General Authorization with Respect to the Election. The members of the City Council, the City Clerk, and the other officers of the City are hereby authorized and directed, individually and collectively, to do any and all things and to execute, deliver, and perform any and all agreements and documents that they deem necessary or advisable in order to effectuate the purposes of this Resolution. All actions heretofore taken by the officers and agents of the City that are in conformity with the purposes and intent of this Resolution are hereby ratified, confirmed, and approved in all respects.

Section 11. Accountability Measures. Pursuant to Section 50075.1 of the California Government Code, the City has created a separate account into which the special tax proceeds shall be deposited; and the City shall prepare a report, as required, pursuant to the requirements of Section 53343.1 and shall post said report, as required, pursuant to the requirements of Section 53343.2.

Section 12. CEQA Compliance. The City Council hereby determines that the annexation of territory to the CFD is not a project as defined under the provisions of the California Environmental Quality Act ("C.E.Q.A.") pursuant to Section 15378 of the C.E.Q.A. guidelines and directs the City staff to file a notice of exemption with Yolo County.

Section 13. Effective Date. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 17th day of June, 2020, by the following vote:

AYES:

NOES:

ABSENT:

Christopher L. Cabaldon, Mayor

ATTEST:

Yashin Abbas, City Clerk

EXHIBIT A

LIST OF AUTHORIZED SERVICES

The authorized services to be funded from the levy and collection of annual special taxes include those set forth below in addition to the costs associated with collecting and administering the special taxes and annually administering the District. The authorized services to be funded include:

1. The maintenance of landscaping, irrigation facilities, lighting, and other equipment within or along public rights-of-way for landscape corridors.
2. Cost of parkway landscape improvement, repair, or replacement.
3. Miscellaneous costs related to any of the items described above including planning, engineering, and legal and administration costs.
4. The levy of Special Taxes to accumulate funds in a sinking fund for anticipated future repair or replacement costs of landscaping, irrigation facilities, lighting, and other facilities maintained by the CFD as determined by the Administrator.

EXHIBIT B

THE SPECIAL TAX FORMULA CITY OF WEST SACRAMENTO COMMUNITY FACILITIES DISTRICT "B" (NEWPORT ESTATES) RATE, METHOD OF APPORTIONMENT, AND MANNER OF COLLECTION OF SPECIAL TAX

1. BASIS OF SPECIAL TAX LEVY

A Special Tax authorized under the Mello-Roos Community Facilities Act of 1982 (the "Act") applicable to the land in the Newport Estates Services Community Facilities District "B" (the "CFD") of the City of West Sacramento (the "City"), shall be levied and collected according to the tax liability determined by the City through the application of the appropriate amount or rate, as described below, for the cost of parkway and open space maintenance, and street lighting operation and maintenance.

2. DEFINITIONS

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311 and following of the California Government Code.

"Administrative Expenses" means the costs incurred by the City to determine, levy, and collect the Special Taxes, including salaries of City employees and the fees of consultants; the costs of collecting installments of the Special Taxes and preparing required reports; and any other costs required to administer the CFD as determined by the City of West Sacramento.

"Administrator" means the Director of Finance or his or her designee.

"Annual Cost(s)" means for each Fiscal Year for the CFD, the total of (1) the estimated cost of Authorized Services; (2) Administrative Expenses; (3) any amounts needed to reimburse the City for funds advanced or to restore amounts withdrawn from reserves to meet funding shortfalls (whether due to delinquencies in Special Tax payments or any other reason); and (4) any amounts needed to cover anticipated delinquencies in the current Fiscal Year.

"Annual Tax Escalation Factor" means a factor not to exceed 4 percent, determined by the Administrator in any Fiscal Year following the base year by which the Maximum Special Tax per Residential Unit for the previous Fiscal Year will be increased to provide sufficient services for the current Fiscal Year.

"Authorized Services" means services for the maintenance of parkways and open spaces, and the operation and maintenance of street lighting as listed in Exhibit C.

"Base Year" means the Fiscal Year beginning on July 1, 2001 and ending on June 30, 2002.

"CFD" means the Community Facilities District "B" (Newport Estates Services), of the City of West Sacramento, County of Yolo, State of California.

"City" means the City of West Sacramento, California.

“City Council” means the City Council of the City of West Sacramento acting for the CFD under the Act.

“County” means the County of Yolo, California.

“Final Residential Lot” means a Residential Unit created by a Final Subdivision Map.

“Final Subdivision Map” means a recorded map designating the final Parcel splits for individual single family residential Parcels.

“Fiscal Year” means the period starting July 1 and ending the following June 30.

“Large Lot Final Map Parcel” means a Parcel which has an approved large lot final map.

“Maximum Special Tax” means the greatest amount of Special Tax that can be levied against a Taxable Parcel in a Fiscal Year.

“Maximum CFD Revenue” means the sum of Maximum Special Tax for all Taxable Parcels in the CFD.

“Parcel” means any County Assessor’s Parcel in the CFD based on the equalized tax rolls of the County.

“Public Parcel” means any parcel that is, or intended to be (1) publicly owned, and (2) is normally exempt from the levy of general *ad valorem* property taxes under California law, including public streets; schools, parks; and public drainage ways, public landscaping, greenbelts, and public open space. These Parcels are exempt from the levy of Special Taxes, as described below.

“Residential Unit” means either a lot created by a Final Subdivision Map or a single family unit as assigned by the City to the County Assessor’s Parcel or as otherwise assigned by the Administrator.

“Special Tax(es)” mean(s) any tax levy under the Act in the CFD.

“Taxable Parcel” means any Parcel that is subject to the Special Tax.

“Tax-Exempt Parcel” means any Public Parcel.

“Tax Collection Schedule” means the document prepared by the City for the County Auditor-Controller to use in levying and collecting the Special Taxes each Fiscal Year.

“Undeveloped Parcel” means a Parcel which is not a Residential Unit or a Large Lot Final Map Parcel. No tax is levied on undeveloped parcel.

3. DETERMINATION OF PARCELS SUBJECT TO SPECIAL TAX

The City shall prepare a list of the Parcels subject to the Special Tax using the records of the County Assessor and other records of the City. The City shall identify the Parcels subject to the Special Tax from a list of all Parcels within the CFD using the procedure described below.

- A. Exclude all Tax-Exempt Parcels.

- B. Exclude all Undeveloped Parcels.
- C. The remaining Parcels are Taxable Parcels that shall be subject to the Special Tax according to the method detailed in Sections 5 and 6.

It shall be the burden of the taxpayer to timely correct any errors in the determination of the Parcels subject to the Special Tax and their Special Tax assignments.

4. TERMINATION OF THE SPECIAL TAX

Parcels in the CFD will remain subject to the Special Tax in perpetuity.

If the Special Tax ceases to be levied, the City shall direct the County Recorder to record a Notice of Cessation of Special Tax. Such notice will state that the obligation to pay the Special Tax has ceased and that the lien imposed by the Notice of Special Tax Lien is extinguished. The Notice of Cessation of Special Tax shall additionally identify the book and page of the Book of Maps of Assessment and Community Facilities Districts where the map of the boundaries of the CFD is recorded.

5. ASSIGNMENT OF MAXIMUM SPECIAL TAX

Each year, the Administrator shall assign the Maximum Special Tax for each taxable parcel. The Maximum Special Tax for the base year is shown in Attachment 1.

By August 1 each year, the City Council shall determine the Annual Escalation Factor. The Maximum Special Tax per Residential Unit will be escalated by the Annual Tax Escalation Factor in each year following the Base Year.

By August 1 of each Fiscal Year, using the definitions from Section 2, the Administrator shall assign the Maximum Special Taxes to each Taxable Parcel as follows:

- A. *Final Residential Lot* – The Maximum Special Tax for each Final Residential Lot is equivalent to the number of Residential Units on the lot times the Maximum Special Tax per Residential Unit.
- B. *Large Lot Final Map Parcels* – The Maximum Special Tax for a Large Lot Final Map Parcel shall be determined by multiplying the Maximum Special Tax by the number of estimated units assigned to each Large Lot Parcel.
- C. *Conversion of a Tax-Exempt Parcel to a Taxable Parcel* – If a Public Parcel is not needed for public use and is converted to a private use, it shall become subject to the Special Tax.

6. SETTING THE ANNUAL SPECIAL TAX LEVY FOR TAXABLE PARCELS

The City shall calculate the Special Tax levy for each Taxable Parcel and levy and collect the Special Taxes for each Fiscal year as follows:

- A. The Administrator shall compute the Annual Costs using the definition of Annual Costs in Section 2.
- B. The Administrator shall calculate the Special Tax levy for each Taxable Parcel as follows:

- Step 1: Calculate the Special Tax revenue from taxing all Final Residential Lots at 100 percent of their Maximum Special Tax
- Step 2: If the Special Tax revenue from levying Final Residential Lots at 100 percent of their Maximum Special Tax exceeds the Annual Costs, decrease proportionately the Special Tax levy for each Final Residential Lot until the Special Tax revenue equals the Annual Costs.
- Step 3: If the Special Tax revenue from taxing Final Residential Lots at 100 percent of their Maximum Special Tax is less than the Annual Costs, levy a Special Tax on each Large Lot Final Map Parcel proportionately until the total Special Taxes levied equals the Annual Costs, or until all Large Lot Final Map Parcels are taxed at their Maximum Special Tax.
- C. The Administrator shall levy on each Taxable Parcel the amount calculated in Steps 1-3 above.
- D. The Administrator shall prepare the Tax Collection Schedule listing the tax levy for each Taxable Parcel and send it to the County Auditor-Controller requesting that it be placed on the general, secured property tax roll for the Fiscal Year. The Tax Collection Schedule shall not be sent later than the date required by the County Auditor-Controller for such inclusion.

As development and subdivision of the property in the CFD takes place, the City will maintain and make available for public inspection a file of each current County Assessor's Parcel number within the CFD and the authorized Maximum Special Tax on all such Parcels. This record shall show the Maximum Special Tax for each current Parcel and a brief description of the process of assigning the Maximum Special Tax each time a new Parcel was created.

7. ADMINISTRATIVE CHANGES AND APPEALS

The City Council or the Administrator has the authority to make necessary administrative adjustments to the Rate and Method of Apportionment in order to remedy any portions of the Special Tax formula that require clarification.

Any taxpayer that believes that the amount of the Special Tax assigned to a parcel is in error may file a notice with the City to appeal the Special Tax levy. The Administrator will then promptly review the appeal and, if necessary, meet with the applicant. If the Administrator verifies that the tax should be modified or changed, a recommendation at that time will be made to the City Council and, as appropriate, the Special Tax levy shall be corrected and, if applicable in any case, a refund shall be granted.

Interpretations may be made by Resolution of the City Council for purposes of clarifying any vagueness or ambiguity as it relates to the Special Tax rate, the method of apportionment, the classification of properties or any definition applicable to the CFD. The City shall make every effort to correctly calculate the Special Tax for each Parcel. It shall be the burden of the taxpayer to correct any errors in the determination of the Parcels subject to the Special Tax and their Special Tax assignments.

8. MANNER OF COLLECTION

The Special Tax will be collected in the same manner and at the same time as *ad valorem* property taxes; provided, however, that the Administrator may alternatively choose to directly bill and collect the Special Tax on a different schedule, such as on a monthly or other periodic basis, or in a different manner, if necessary to meet the City's financial obligation.

In the event of delinquent Special Taxes billed directly by the City, the City shall have all the rights to judicial foreclosure granted by the Mello-Roos Community Facilities Act of 1982.

**Attachment 1 to Rate and Method of Apportionment
City of West Sacramento CFD B
Base Year Maximum Tax Rates**

LAND USE	MAXIMUM ANNUAL SPECIAL TAX
Final Residential Unit	Per Unit \$216
Large Lot Final Map Parcel	Per Estimated Unit \$216

The Base Year is 2001-2002. The Maximum Annual Special Tax may be increased 4 percent per year after the Base Year.

EXHIBIT C

OFFICIAL BALLOT

**SPECIAL TAX ELECTION
CITY OF WEST SACRAMENTO
ANNEXATION NO. 3 OF TERRITORY TO
COMMUNITY FACILITIES DISTRICT "B" (NEWPORT ESTATES)
(June 17, 2020)**

Number of votes entitled to cast: 20

INSTRUCTIONS TO VOTERS: To vote on the measure, mark an (X) in the voting square after the word "YES" or after the word "NO." All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear or deface this ballot, return it to the City Clerk, City of West Sacramento, 1110 West Capitol Avenue, West Sacramento, California 95691, to obtain another.

MEASURE SUBMITTED TO VOTERS

Ballot Measure: "Shall the City of West Sacramento Community Facilities District "B" ("Newport Estates") be authorized to finance the operation and maintenance of public improvements by levying a special tax at the rate and apportioned as described in Resolution No. 20-50, adopted by the City Council on May 6, 2020, which is incorporated herein by reference, within the territory identified on the map entitled "Annexation No. 3 to Community Facilities District B?"	YES	<input type="checkbox"/>
	NO	<input type="checkbox"/>

NOTE: This is a special landowner election. While we request that you return the ballot by 4:00 pm June 16, 2020, you must return this ballot to the office of the City Clerk at 1110 West Capitol Avenue, West Sacramento, California 95691, no later than five minutes following the City Council's adoption of the Resolution Calling the Election on June 17, 2020, by mail, overnight courier, or in person. An enclosed postage paid envelope is provided for your convenience.

RESOLUTION 20-58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO DECLARING THE RESULTS OF THE SPECIAL ELECTION HELD ON JUNE 17, 2020, AND ORDERING THE ANNEXATION OF TERRITORY TO THE CITY OF WEST SACRAMENTO COMMUNITY FACILITIES DISTRICT "B" (NEWPORT ESTATES)

WHEREAS, the City Council of the City of West Sacramento (the "City Council"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), on June 17, 2020, duly adopted its Resolution 20-57, which ordered a special election within the territory proposed to be annexed to the City of West Sacramento Community Facilities District "B" (Newport Estates) (the "District"); and

WHEREAS, pursuant to the terms of the resolution, the special election was held on Tuesday, June 17, 2020, and the City Clerk has duly canvassed the returns of the election as required by the resolution and has filed with the City Council a statement of all votes cast at the election showing the whole number of votes cast within such territory in the District and the whole number of votes cast for and against the measure in such territory and also filed, attached to the statement, her certificate as to the correctness of the statement (the "Statement of Election Results"), which is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Sacramento that:

Section 1. Recitals. The foregoing recitals are true and correct.

Section 2. Canvass. The canvass by the City Clerk as shown by the Statement of Election Results is hereby ratified, confirmed, approved, and entered upon the minutes of this meeting.

Section 3. Measure. At the election, the following measure was submitted to the qualified electors of the District:

Ballot Measure: "Shall the City of West Sacramento Community Facilities District "B" ("Newport Estates") be authorized to finance the operation and maintenance of public improvements by levying a special tax at the rate and apportioned as described in Resolution No. 20-50, adopted by the City Council on May 6, 2020, which is incorporated herein by reference, within the territory identified on the map entitled "Annexation No. 3 to Community Facilities District B?"

Section 4. Votes Cast; Election Results. The total number of votes cast in the territory proposed to be annexed to the District at the election was 20. The number of votes cast for the measure was 20 and the number of votes cast against the measure was 0. More than two-thirds of all the votes cast at the election on the measure were in favor of the measure and the measure passed.

Section 5. Validity of Procedures. The City Council hereby finds and determines that all prior proceedings and actions taken by the City Council pursuant to the Act were and are valid and in conformity with the Act.

Section 6. Order of Annexation. The City Council hereby determines and orders that the territory proposed to be annexed to the District is added to and part of the District with full legal effect.

Section 7. Amendment to Notice of Special Tax Lien. The City Clerk is hereby directed to record an amendment to the Notice of Special Tax Lien with the County Recorder of Yolo County, in accordance with the provisions of Section 3114.5 of the California Streets and Highways Code within fifteen (15) days of the adoption of this resolution.

PASSED AND ADOPTED this 17th day of June, 2020, by the following vote:

AYES:

NOES:

ABSENT:

Christopher L. Cabaldon, Mayor

ATTEST:

Yashin Abbas, City Clerk

EXHIBIT A

STATEMENT OF ELECTION RESULTS

I, Yashin Abbas, City Clerk of the City of West Sacramento (the "City"), hereby certify that:


1. On June 17, 2020, at City Hall, 1110 West Capitol Avenue, West Sacramento, California, I canvassed the returns of the election called for June 17, 2020, in the territory proposed to be annexed to the City of West Sacramento Community Facilities District "B" (Newport Estates) on the following measure:

Ballot Measure: "Shall the City of West Sacramento Community Facilities District "B" ("Newport Estates") be authorized to finance the operation and maintenance of public improvements by levying a special tax at the rate and apportioned as described in Resolution No. 20-50, adopted by the City Council on May 6, 2020, which is incorporated herein by reference, within the territory identified on the map entitled "Annexation No. 3 to Community Facilities District B?"

2. The total number of qualified landowner votes eligible to be cast, the total number of votes actually cast at the election, and the total number of votes cast for and against the measure are set forth below. The totals as shown for and against the measure are full, true, and correct. More than two-thirds of all the votes cast at the election on the measure were in favor of the measure and the measure passed.

Qualified Landowner Votes	Votes Cast	YES	NO
20	20	20	0

Dated: June 17, 2020


Yashin Abbas, City Clerk

ORDINANCE 20-3**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO
LEVYING AND APPORTIONING THE SPECIAL TAX IN TERRITORY TO BE ANNEXED TO
COMMUNITY FACILITIES DISTRICT “B” (NEWPORT ESTATES) (ANNEXATION NO. 3)**

The City Council of the City of West Sacramento does ordain as follows:

Section 1. Purpose and Authority. The purpose of this Ordinance is to levy and apportion the special tax in territory to be annexed to Community Facilities District “B” (Newport Estates) (Annexation No. 3).

The City Council (the “City Council”) of the City of West Sacramento (the “City”) has established Community Facilities District “B” (Newport Estates) (the “District”) pursuant to Resolution 01-45 (the “Resolution of Formation”), duly adopted on April 18, 2001, for the purpose of financing the design, construction, and acquisition costs of certain public facilities in and for the City.

The City Council duly adopted Resolution No. 20-57 (the “Resolution”) on June 17, 2020, wherein the City Council submitted the question of levying a special tax in territory proposed to be annexed to the District at the rate and according to the method of apportionment described therein.

At an election held in the territory proposed to be annexed to the CFD on June 17, 2020, the qualified electors of such territory authorized the levy of the special tax described in the Resolution.

The City Council duly adopted Resolution No. 20-58 on June 17, 2020, wherein the City Council determined that the territory proposed to be annexed was added to the CFD (such territory being referred to herein as “Annexation No. 3”).

Section 2. Levy of Special Tax. Pursuant to Section 53340 of the California Government Code, the special tax is hereby levied at the maximum rates and apportioned in the manner specified in the Resolution.

Section 3. Collection of Special Tax. Pursuant to Section 53340 of the California Government Code and the Resolution, the special tax shall be collected in the same manner as ordinary *ad valorem* property taxes are collected and shall be subject to the same procedure, sale, and lien priority in case of delinquency as is provided for *ad valorem* taxes; provided, however, that the City may directly bill the special tax, may collect special taxes at a different time or in a different manner if necessary to meet the financial obligations of the District or as otherwise determined appropriate by the City.

Section 4. Claims for Refund. Claims for refund of the tax shall comply with the following and any additional procedures as established by the City Council:

a. All claims shall be filed, in writing, with the City Clerk no later than one year after the date the tax became payable. The claimant shall file the claim within this time period and the claim shall be finally acted upon by the City Council as a prerequisite to bringing suit thereon.

b. Pursuant to Government Code section 935(b), the claim shall be subject to the provisions of Government Code sections 945.6 and 946.

c. The City Council shall act on a timely claim within the time period required by Government Code section 912.4.

d. The procedure described in this Ordinance, and any additional procedures established by the City Council, shall be the exclusive claims procedure for claimants seeking a refund of the tax. The decision of the City Council shall be final.

Section 5. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

Section 6. No Mandatory Duty of Care. This Ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City or any officer or employee thereof a mandatory duty of care towards persons and property within or without the City, so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 7. Effective Date and Publication. This Ordinance shall take effect thirty (30) days after its adoption. In lieu of publication of the full text of the ordinance within fifteen (15) days after its passage, a summary of the ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the City Council and a certified copy shall be posted in the office of the City Clerk, pursuant to Government Code section 36933(c)(1).

PASSED AND ADOPTED by the City Council of the City of West Sacramento this ____ day of _____, 2020, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Christopher L. Cabaldon, Mayor

ATTEST:

Approved as to form:

Yashin Abbas, City Clerk

Jeffrey Mitchell, City Attorney

CODIFY ____ UNCODIFY ____

MEETING DATE: June 17, 2020

ITEM # 18

SUBJECT:

CONSIDERATION OF ADOPTION OF RESOLUTION 20-61 APPROVING A TEMPORARY FEE SCHEDULE FOR LEARNING LADDER SUMMER CAMP DUE TO COVID-19

INITIATED OR REQUESTED BY:

Council Staff
 Other

REPORT COORDINATED OR PREPARED BY:

Kaisa Miller, Recreation Supervisor
Parks and Recreation Department

ATTACHMENT Yes No Information Direction Action**OBJECTIVE**

This report seeks City Council's approval of a temporary fee schedule for Learning Ladder Preschool's new Summer Camp program due to operational modifications triggered by COVID-19.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council adopt Resolution 20-61 approving a temporary fee schedule for Learning Ladder Summer Camp due to COVID-19.

BACKGROUND

On Friday, March 13, Learning Ladder Preschool followed the City's and Washington Unified School District's closure protocols due to COVID-19 and the Yolo County Public Health Order to shelter in place. The Preschool immediately transitioned to offering virtual lesson plans via Learning Ladder Preschool Facebook sites and arranged for regular drive-by packet pickups to provide families with the lesson plans and materials needed to continue fun and educational programming for students.

ANALYSIS

On May 14, 2020, the Yolo County Public Health Order was amended to allow "Child Care for all children in groups of no more than 10, subject to compliance with state guidance." Immediately following announcement of the amendment, Learning Ladder staff issued a parent survey to determine families' interest in having their children return to Learning Ladder over the summer and need (full-time vs. part-time care). Community Care Licensing guidelines due to COVID-19 require a student/teacher ratio of 10:1 and preclude teachers from mixing cohorts or crossing over to other cohorts. Based on the size of Learning Ladder's two classrooms, only 10 children per classroom are allowed. The survey results showed that 28 families were looking for full-time care. Full-time care in the survey was defined as a 7-hour window between 9am-4pm to allow for cleaning/disinfecting time for staff. The survey results also indicated that a smaller group of families were interested in part-time care which was defined as either an AM or PM option.

The full-time childcare need exceeds the new capacity limits of the two existing classrooms (20 students). In an effort to accommodate ALL families, staff planned to create a special Summer Camp program by adding two classrooms of 10 students each into the lower space at the Community Center. There are currently 18 graduates of Learning Ladder that would be eligible for a non-licensed part-day program which staff has defined as 8:30 am-3:30 pm. For this program, the home classrooms would be in the River/Bridge Room and the Community Room. Learning Ladder staff will collaborate with the ASES Afterschool staff to enhance the classrooms and Community Room with activities, supplies and equipment to make this a unique Learning Ladder Summer Camp location and experience.

Proposed staffing includes assigning two staff (one full-time and one part-time employee) per classroom to maximize use of existing staff, maintain consistency with Learning Ladder standard practices, to help with the transition of coming back to school after being home for so long and to provide safe and efficient operations as children will need to be guided to and from the restrooms and other activity areas.

Since the new Summer Camp program will have reduced hours and operated as a non-licensed program, an adjustment to the standard Learning Ladder tuition is warranted. The standard Learning Ladder tuition is \$900 per month. This is for full-day, licensed childcare. Staff proposes to prorate this fee and provide an additional \$100 discount per month based on the camp being non-licensed and operating under reduced hours and in non-traditional classrooms. The program will still have daily curriculum and an organized schedule like the classrooms upstairs but modified to accommodate the older graduates. The result is a proposed monthly fee of \$600 as summarized below:

Program	Location	Student/Teacher Ratio	# Hours/Day	Hours	Tuition per month*	Cost/Hour	Additional Discounts	Total Tuition
Licensed Learning Ladder Program	Green & Blue Room Community Center - 2nd Floor	10:2	9	8:00am-5:00pm	\$900.00	\$5.00	Measure Scholarships (amount varies) ^E	\$900.00
NEW! Learning Ladder Summer Camp	River/Bridge Room & Community Room-1st Floor Community Center	10:2	7	8:30am-3:30pm	\$700.00	\$5.00	-\$100.00	\$600.00

* Assumes 4 weeks or 20 attendance days (Some months are higher, and some are lower).

Environmental Considerations

N/A.

Commission Recommendation

Due to the condensed schedule for adjusting fees and reopening Learning Ladder Preschool, no Commission input was received.

Strategic Plan Integration

Council approval of the temporary fee adjustment for Learning Ladder Preschool is consistent with the City's goal of *West Sacramento: Preferred Place to Live, Work, Learn and Play*.

Alternatives

The City Council may decide to:

- 1) Approve the recommendation as presented in this report;
- 2) Direct staff to modify the fees or program scope; or
- 3) Direct staff to postpone the reopening of Learning Ladder Preschool until it can operate at full capacity.

Alternative 1 is recommended as the other alternatives will either delay the reopening of the preschool and/or require limiting childcare services for current and potentially other families.

Coordination and Review

This report was prepared in coordination with the Administrative Services Department.

Budget/Cost Impact

Funding for preschool staff was approved by the City Council in the FY 2019/20 and FY 2020/21 biennial budget. A budget update report, including projected revenue shortfalls due to COVID-19 and City facility closures was presented to City Council on May 6, 2020. Revenue losses assumed that Learning Ladder would be closed through June 2020. Based on the reduced number of students that can now be served at Learning Ladder due to COVID-19 protocols, staff developed the new non-licensed Summer Camp program to help recover lost revenues AND to provide an opportunity to serve all Learning Ladder families. Although full tuition cannot be charged for the Summer Camp program, the revenue generated from the program will capture approximately 78 percent of the anticipated revenue from those students and potentially provide the opportunity to register new, longer-term students into the licensed portion of the program. The attached Resolution 20-61 requests approval of the temporary fee schedule for the new Summer Camp program.

ATTACHMENT(S)

1. Budget Resolution 20-61

RESOLUTION 20-61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO APPROVING A TEMPORARY FEE SCHEDULE FOR LEARNING LADDER SUMMER CAMP DUE TO COVID-19

WHEREAS, City of West Sacramento Code, Chapter 2.40 empowers the Director of Emergency Services to proclaim the existence of threatened existence of a Local Emergency when this City is affected or likely to be affected by a public calamity and the City Council is not in session, subject to ratification by the City Council within seven days and reaffirmation every 60 days thereafter until such local emergency is terminated; and

WHEREAS, on March 16, 2020 the City Manager, acting in his capacity of Emergency Services Director, proclaimed a state of local emergency caused by the COVID-19 global pandemic; and

WHEREAS, the City Council adopted Resolution 20-29, ratifying the proclamation declaring a local emergency in response to the global COVID-19 outbreak; and

WHEREAS, in response to the COVID-19 state of emergency, the State of California and the County of Yolo have both implemented similar shelter-in-place orders requiring all non-essential businesses to close and non-essential workers to stay home or telework, as appropriate; and

WHEREAS, on March 13, 2020, Learning Ladder Preschool followed the City's and Washington Unified School District's closure protocols in response to the COVID-19 pandemic and related public health order to shelter at home; and

WHEREAS, on May 14, 2020, the Yolo County Public Health Order was amended to allow "Child Care for all children in groups of no more than 10, subject to compliance with state guidance"; and

WHEREAS, there is more demand from current families than the capacity available within the existing Learning Ladder classrooms to accommodate that demand given the restrictions included in the state and County public health orders; and

WHEREAS, staff has developed a Learning Ladder Summer Camp program as an alternative to licensed preschool for recent graduates of the Learning Ladder preschool program to respond to demand and bring in additional revenues to offset some of the lost revenues due to COVID-19; and

WHEREAS, the proposed Learning Ladder Summer Camp program would run reduced hours from the Learning Ladder preschool program and is an unlicensed program, and as such, should not charge the same fees as the licensed, all day preschool program; and

WHEREAS, staff has proposed a proration of the existing Learning Ladder preschool fees adopted by Council as part of the Book of Fees, including an additional credit of \$100 per month due to the unlicensed nature of the summer camp program; and

WHEREAS, the City Council has the authority to establish fees or service charges which do not exceed the reasonable cost of enforcing regulatory activities or providing product or service; and

WHEREAS, the City Council wishes to approve a temporary fee schedule for Learning Ladder Summer Camp to allow for continued service to existing families through the summer;

NOW, THEREFORE, BE IT RESOLVED, ORDERED, AND FOUND by the City Council of the City of West Sacramento that:

1. The Learning Ladder Summer Camp fee of \$600 per month is hereby adopted and shall be in effect through August 7, 2020.

2. The City Council finds that the fees specified by this Resolution do not exceed the cost of providing the product or service or the regulation for which the fee is levied.

3. The fees and charges adopted herein are to become effective immediately, unless otherwise indicated on the fee schedule or provided for in California law.

PASSED AND ADOPTED by the West Sacramento City Council this 10th day of June 2020, by the following vote:

AYES:

NOES:

ABSENT:

Christopher L. Cabaldon, Mayor

ATTEST:

Yashin Abbas, City Clerk

MEETING DATE: June 17, 2020

ITEM # 19



SUBJECT:
CONSIDERATION OF AMENDMENT NO. 2 TO WEST SACRAMENTO CHAMBER CONTRACT FOR COVID-19 BUSINESS RECOVERY SERVICES AND RESOLUTION 20-64 AUTHORIZING A BUDGET AMENDMENT IN THE MEASURE G COMMUNITY INVESTMENT FUND 106 IN FISCAL YEAR 2020/21

INITIATED OR REQUESTED BY:

 Council Staff

 Other

REPORT COORDINATED OR PREPARED BY:

 Diane Richards, Economic Development Manager
Economic Development and Housing Department
ATTACHMENT Yes No Information Direction Action**OBJECTIVE**

The purpose of this report is to request City Council consideration of an amendment to the contract with the West Sacramento Chamber of Commerce to expand COVID-19 business recovery and retention activities and extend the Contract for an additional year, and an associated budget adjustment in the Economic Development and Housing Department budget.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council:

1. Approve Amendment No. 2 to the Contract for Services between the City of West Sacramento and West Sacramento Chamber of Commerce revising the scope of services and extending the term for one year;
2. Approve Resolution 20-64 authorizing a budget amendment in Fund 106-Measure G in the amount of \$10,000; and
3. Authorize the City Manager to execute Amendment No. 2 to the Contract with the West Sacramento Chamber.

BACKGROUND

For over 40 years, the Chamber has been an essential City partner providing services and support to the 5,000 businesses licensed to operate in the City. Through good times and bad, the Chamber has remained true to its mission of business advocacy and provided valuable assistance to the community. The reliable and effective partnership with the Chamber is essential to retaining and supporting businesses through outreach and communications to provide vital information and recovery resources. Since its earliest days, the Chamber has provided contract business services to the City for economic development and the need for those services has never been greater.

In June 2018, the City Council approved a two-year contract with the Chamber to provide economic development services. The contract is due to expire on October 31, 2020. The scope of work includes business retention visits, outreach to new businesses, events and publications, legislative advocacy, and City event production. The compensation occurs in quarterly payments of \$12,500, for total annual compensation of \$50,000. The Chamber provides annual reports to staff, the Economic Development and Housing Commission and the City Council. The contract term extends through October 31, 2020 unless extended by mutual agreement.

On April 3, 2019, the Council also approved Addendum No. 1 to the agreement, which allocated \$10,000 annually to the Chamber to provide support to the West Sacramento Home Run team related to the Paid Internship program for Summer 2019 and Summer 2020. Amendment No. 2 to the agreement does not implicate or extend the scope of work related to the Home Run internship program support. Because the scope of this work has not yet been completed for 2020, additional amendments to the Chamber agreement or a separate agreement with the Chamber related to this service will be considered after the summer internship program concludes.

ANALYSIS

The recent business closures have significantly affected businesses in West Sacramento. The City is fortunate to have a diverse business community, but every business has had to pivot quickly to survive during closure and adapt to reopening guidelines and safety measures. Small businesses such as restaurants, retail, personal services and leisure and recreation businesses have felt the greatest impact from the sudden loss of revenue. Over 50% of West Sacramento businesses are estimated to have fewer than 20 employees, limiting their ability to stay informed during the rapidly changing conditions. At the onset of the public health orders in March, the

Chamber staff took immediate action to adapt their outreach to respond. Timely information from the Chamber and City became the currency of the day for businesses large and small.

In April and May, the Chamber initiated new business outreach and support activities, including industry and sector specific "Power Hour" video chats for businesses to share challenges and hear from peers and business and capital advisors. The Chamber launched #WestSacTakeOut to promote take-out service during the restaurant closures. The Chamber conducted three business impact surveys in partnership with the City to gauge business and job losses, and guide business assistance services. Chamber staff adapted outreach to meet businesses virtually to identify needs and respond. Navigating the emerging re-opening guidelines has been challenging and the Chamber has the tools in place now to assist. These techniques can continue to facilitate the safe-re-opening and recovery of businesses.

The Chamber has proposed a temporary expansion of services to help businesses recover safely and swiftly (Contract Amendment No. 2). The services are proposed to continue and expand through October 31, 2021 except for Support Dreams which will conclude December 31, 2020.

- Business Outreach List: Continue updating business contacts
- Quarterly Power Hour conversations:
- Business Resource Webinars/Seminars
- Distribution of 30,000 free masks to businesses, non-profits, and churches
- Support Dreams Shop Local Campaign

A major component is the Support Dreams shop local campaign. Support Dreams is a long-term initiative to drive business to West Sacramento. The campaign capitalizes on the Chamber's media resources and agile communications platforms. Deliverables include:

- Citywide and regional outreach on City/Chamber websites, social media, media advisories and West Sac Works magazine. #SupportDreams #ThinkWestSac #ShopWestSac
- Local advertising/Yard signs/Banners
- Videos featuring local non-profits, community partners, local businesses, shoppers, community leaders.
- Seasonal focused messaging
- Continued restaurant support through #WestSacTakeOut

This City/Chamber collaboration extends the City's reach by leveraging the time and talents of the Chamber's professional staff and membership. The proposed additional one-time compensation of \$10,000 will provide for COVID -19 recovery services including the Support Dreams campaign from June through December 31, 2020 when recovery support is critical. Staff are recommending a supplemental budget allocation of \$10,000 only for Fiscal year 2020/21. The 2021-2022 Contract compensation for the extended term will be the base \$50,000 amount. The COVID-19 focused services will be provided through October 31, 2021 except for Support Dreams which will conclude December 31, 2020. The Contract Amendment No. 2 also extends the term of the Contract between the City and West Sacramento Chamber of Commerce for one-year from October 31, 2020 to October 31, 2021. The additional compensation is requested in two payments of \$5,000 each, on September 1 and December 1, 2020. Thereafter, the quarterly contract payments will return to \$12,500 through October 31, 2021.

Environmental Considerations

Not applicable

Commission Recommendation

This item was proposed after the May Economic Development and Housing Advisory Commission meeting had been cancelled.

Strategic Plan Integration

The recommended action supports the Strategic Plan goals of financially sound city providing quality city services, and West Sacramento as a preferred place to live, work, learn and play.

Alternatives

The City Council has the following alternatives to the recommended action:

1. Direct staff to return with a revised scope of work for the Amendment
2. Continue the current scope of work and Contract through October 31, 2020

Staff are prepared to implement either alternative.

Coordination and Review

This report was prepared in consultation with the City Manager's Office and staff from the Administrative Services Department.

Budget/Cost Impact

The net cost impact of Council approval of Amendment No. 2 is a \$10,000 cost increase in the Economic Development and Housing Program in Fund 106 (Measure G). Resolution 20-64 authorizes a budget amendment in the amount of \$10,000 from undesignated Measure G fund balance for the additional services.

ATTACHMENTS

1. Amendment No. 2 to Contract with West Sacramento Chamber of Commerce
2. Resolution 20-64

AMENDMENT NO. 2
to the
CONTRACT FOR SERVICES
between the
CITY OF WEST SACRAMENTO
And
WEST SACRAMENTO CHAMBER OF COMMERCE
Dated July 1, 2018

This Amendment No. 2 to the Contract for Services between the City of West Sacramento and West Sacramento Chamber of Commerce dated July 1, 2018 (the "Contract"), is made and entered into this ____ day of June, 2020.

RECITALS:

WHEREAS, the City and the Chamber previously amended the Contract through that certain Addendum #1 dated July 1, 2018 (the "Addendum"), which Addendum added Exhibit C to the Contract, provided for additional compensation exclusively for the work described in Exhibit C, and modified Section 13 of the Contract exclusively in connection with the Exhibit C work by the Chamber; and

WHEREAS, the COVID-19 pandemic and public health orders that began in March 2020 created an economic crisis for businesses in the City; and

WHEREAS, the economic impacts to businesses required an immediate change in the manner in which the Chamber needed to provide business retention services than that shown in the scope of work; and

WHEREAS, the Chamber immediately responded to provide appropriate assistance to support businesses in the City; and

WHEREAS, the City and Chamber have agreed upon an additional scope of services to effectively support businesses during the economic recovery period; and

WHEREAS, the City and Chamber desire to amend the Contract to include additional tasks, additional compensation, and an extension to the contract term;

NOW, THEREFORE, IT IS MUTUALLY AGREED the parties hereto agree to amend said agreement as follows:

I. SCOPE OF SERVICES:

The scope of services set forth in Exhibit A to the Contract is revised to add the additional services described in Exhibit A-1 to this Amendment No. 2.

II. COMPENSATION:

Section 3.A of the Contract, as modified by the Addendum, is further revised to add the following additional compensation:

The Chamber shall be paid TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500) on a quarterly basis for all time and materials required and expended in providing the services described in Exhibit A to the Contract. The Chamber shall be paid an additional Five thousand dollars (\$5,000) on September 1, 2020 and on December 1, 2020 for the services described in Exhibit A-1 to Amendment No. 2 to the Contract. Total annual compensation under this Contract for the work to be performed under Exhibits A, A-1, and C (as added by the Addendum) shall not exceed SEVENTY THOUSAND DOLLARS (\$70,000) without City's prior written approval.

III. TERM OF CONTRACT:

Upon the approval of the West Sacramento City Council, the Contract shall be extended for one more year from October 31, 2020 through October 31, 2021. The duration of Addendum #1 is unchanged and will terminate on October 31, 2020, as provided in Addendum #1.

IV. REMAINING TERMS UNAFFECTED:

Except as otherwise set forth herein, the terms set forth in the Contract remain in full force and effect, including the terms contained in Addendum #1.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as the date herein set forth.

CITY OF WEST SACRAMENTO

By: _____
Aaron Laurel, City Manager

West Sacramento Chamber of Commerce

By: _____
Denice Domke, President and CEO

APPROVED AS TO FORM

By: _____
Jeffrey Mitchell, City Attorney

ATTEST:

By: _____
Yashin Abbas, City Clerk

EXHIBIT A-1

ADDITIONAL SCOPE OF WORK

MAY – OCTOBER 31, 2021

A. BUSINESS OUTREACH, ASSISTANCE AND SUPPORT

The Chamber shall conduct the following activities to support the economic recovery of existing businesses in West Sacramento. The activities described below will be conducted through the extended Contract period of October 31, 2021 except for Support Dreams, which will conclude December 31, 2020.

1. Business Outreach

The Chamber will conduct direct outreach to identify urgent needs, update contacts and provide current information and resources.

- **Business Outreach List**

The Chamber will continue to assist the City to update business contacts and email addresses for use as an effective outreach tool.

- **Power Hours – Let’s Talk**

Once per quarter, the Chamber shall host and facilitate general forum, topical or industry-specific (e.g. restaurant outdoor dining) conversations providing a platform for businesses to interact with Economic Development staff, Chamber staff and their business peers to provide up-to-date resources and facilitate quick and effective solutions. Businesses pose questions, share their experiences and receive current re-opening guidance to improve their ability to navigate the re-opening and recovery process.

2. Business Assistance

- **Business Resource Seminars/Webinars**

The Chamber will partner with the Economic Development staff to produce and host topical resource webinars to increase business skills, share emerging business platforms and engage technical, business and capital assistance providers and resources. Formats may be virtual or remote interactive presentations. Examples could include business and financial consultants, small business and micro-enterprise development centers, capital providers and government procurement specialists.

3. Business Support

- **“Support Dreams” Shop Local Campaign**

May – December 2020

“Support Dreams” is a long-term promotional campaign to encourage residents to buy goods and services from businesses based in West Sacramento. The campaign begins with re-opening and increases momentum in phases to support and encourage businesses and the general public as together they acclimate to appropriate engagement and activity in the community. “Support Dreams” celebrates West Sacramento’s unique position in the region, capitalizes on city

and residential pride and emphasizes the economic opportunity for small and large businesses in West Sacramento to succeed. Deliverables include:

- Collaborative citywide and regional outreach through City and Chamber websites, social media platforms, media advisories and West Sac Works magazine. #SupportDreams #ThinkWestSac #ShopWestSac
- Local advertising
- Yard signs
- Banners
- Videos featuring local non-profits, community partners, local businesses, shoppers, community leaders.
- Seasonal focused messaging
- Continued support of restaurant sector through #WestSacTakeOut

4. Distribution of Face Coverings to Businesses

In collaboration with West Sacramento Fire Department, Economic Development and Housing Department and local service organizations, the Chamber will facilitate and coordinate distribution of over 30,000 face coverings to local businesses and non-profits. This work is anticipated to be completed between June 15 and September 15, 2020.

5. Reporting

The Chamber shall provide City staff a summary of activities completed under this scope of work no later than August 31, 2020 and again no later than November 30, 2020 in advance of the required contract payments.

RESOLUTION 20-64

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO APPROVING AMENDMENTS OF \$10,000 TO THE MEASURE G COMMUNITY INVESTMENT FUND 106 OPERATIONS AND MAINTENANCE (O&M) BUDGET FOR BUSINESS SERVICES PROVIDED BY THE WEST SACRAMENTO CHAMBER OF COMMERCE FOR FISCAL YEAR 2020-21

WHEREAS, the City Council adopted the biennial Operations and Maintenance (O&M) budget for Fiscal Years 2019-20 and 2020-21 on June 19, 2019; and

WHEREAS, based upon information received subsequent to the adoption of the budget, the Economic Development and Housing Department has prepared and proposed an amendment to budgeted expenses for Fiscal Year 2020-21; and

WHEREAS, businesses in West Sacramento have been impacted by the COVID-19 public health orders and business closures; and would benefit from recovery business services during the re-opening and recovery period; and

WHEREAS, the City desires to support the business community to reopen safely and recover lost revenue through expanded business support services available from the West Sacramento Chamber of Commerce; and

WHEREAS, the Chamber is qualified and prepared to provide expanded business services to help businesses during this time; and

WHEREAS, the additional cost of the expanded scope of work was not anticipated when the Chamber contract was approved in June 2018 and is a necessary, but unforeseen expense; and

WHEREAS, the available undesignated fund balance in the Community Investment Fund 106 is available to fund the \$10,000 increase in contributions to other agencies taking into account appropriations already approved for the upcoming Fiscal Year 2020-21, and is sufficient to cover the one-time cost of the proposed contract amendment; and

WHEREAS, the City Council has considered all information related to this matter, as presented at the public meetings of the City Council identified herein, including any supporting reports by City staff, and any other information provided during public meetings.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Sacramento as follows:

1. The City Council hereby approves amendments to the Operations and Maintenance Budget for Fiscal Year 2020-21 as listed below.

SOURCES

\$10,000	106-0000-3110	Measure G-Undesignated Fund Balance
\$10,000	TOTAL SOURCES	

USES

\$10,000	106-9020-5310	Measure G-Contributions to Other Agencies
\$10,000	TOTAL USES	

2. The City Council hereby finds that the facts set forth in the recitals to this Resolution are true and correct and establish the factual basis for the City Council's adoption of this Resolution.

3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the West Sacramento City Council this 17th day of June 2020, by the following vote:

AYES:
NOES:
ABSENT:

ATTEST:

Christopher L. Cabaldon, Mayor

Yashin Abbas, City Clerk

MEETING DATE: June 17, 2020

ITEM # 20

SUBJECT:**UPDATE AND ACTIONS ON CITY'S COVID-19 RESPONSE****INITIATED OR REQUESTED BY:**

[] Council [X] Staff

[] Other

REPORT COORDINATED OR PREPARED BY:

Aaron Laurel, City Manager

ATTACHMENT [X] Yes [] No [X] Information [X] Direction [] Action

OBJECTIVE

This item provides an update and requests authorization for actions by the City related to mitigating the spread of COVID-19 and to respond to the impacts of those activities on residents, businesses, and the City organization.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council receive staff's update and provide direction to staff on activities related to COVID-19 mitigation and community impacts.

BACKGROUND

Since March 16, 2020, the City has been operating under a state of local emergency in West Sacramento due to the novel coronavirus (COVID-19) outbreak. The City's local emergency declaration was preceded by related emergency declarations at the county, state, and federal level. Under the coordination of its Emergency Operations Center (EOC), the City continues to implement mitigation and response actions related to COVID-19, which are summarized in Attachment 1.

Section 2.40.050 of the City's Municipal Code provides that, under a state of local emergency, the City Manager acts as the Director of Emergency Services (Director). While the local emergency declaration is in effect, the Director is delegated authority to control and direct the efforts of the EOC. This includes, but is not limited to:

- Directing cooperation between, and coordination of, services and staff of the EOC, and resolving questions of authority and responsibility that may arise between them.
- Representing the City in all dealings with public or private agencies on matters pertaining to the local emergency.
- Making and issuing rules and regulations on matters reasonably related to the protection of life and property as affected by the emergency, provided that those rules and regulations are confirmed at the earliest practicable time by the City Council.
- Obtaining vital supplies, equipment and other properties that are needed for the protection of life and property and to commit City funds for those purposes.
- Requiring emergency services of any City officer or employee.
- Requisitioning necessary personnel or material of any City department or agency.

The City Council is scheduled to meet weekly while the local emergency declaration is in effect. This increased meeting frequency allows staff the opportunity to provide regular updates to the Council on the City's COVID-19 response and to request Council authorization for actions that are either proposed or have already been carried out under the City's local emergency declaration. This report will remain a standing item on each Council agenda with updates to Attachment 1 and, as needed, specific authorization requests, resolutions, and other actions.

ANALYSIS

See Attachment 1 for this week's updates.

Environmental Considerations

N/A

Commission Recommendation

N/A

Strategic Plan Integration

N/A

Alternatives

N/A

Coordination and Review

This report was produced based on updates from all City departments on ongoing COVID-19 response activities.

Budget/Cost Impact

N/A

ATTACHMENT

1. City of West Sacramento COVID-19 Response Actions Summary

CITY OF WEST SACRAMENTO COVID-19 RESPONSE ACTIONS SUMMARY

Updated as of 6/16/2020
(new or updated items are highlighted)

This document provides an updated summary of the City of West Sacramento's response actions related to novel coronavirus (COVID-19) mitigation and recovery. Note that this is not a fully comprehensive list of everything the City has undertaken related to its COVID-19 response, but it does capture the most significant and notable actions. It also provides some significant updates from other levels of government, including Yolo County, the State of California, and the Federal government, to the extent those updates affect the City's COVID-19 response. It will be updated prior to each weekly City Council meeting and will accompany the standing agenda report on the City's COVID-19 response.

COVID-19 AND CITY SERVICES DATA:

The following tables provide data on COVID-19 cases in West Sacramento and Yolo County, in addition to statistics related to City services during the emergency.

COVID-19 Cases

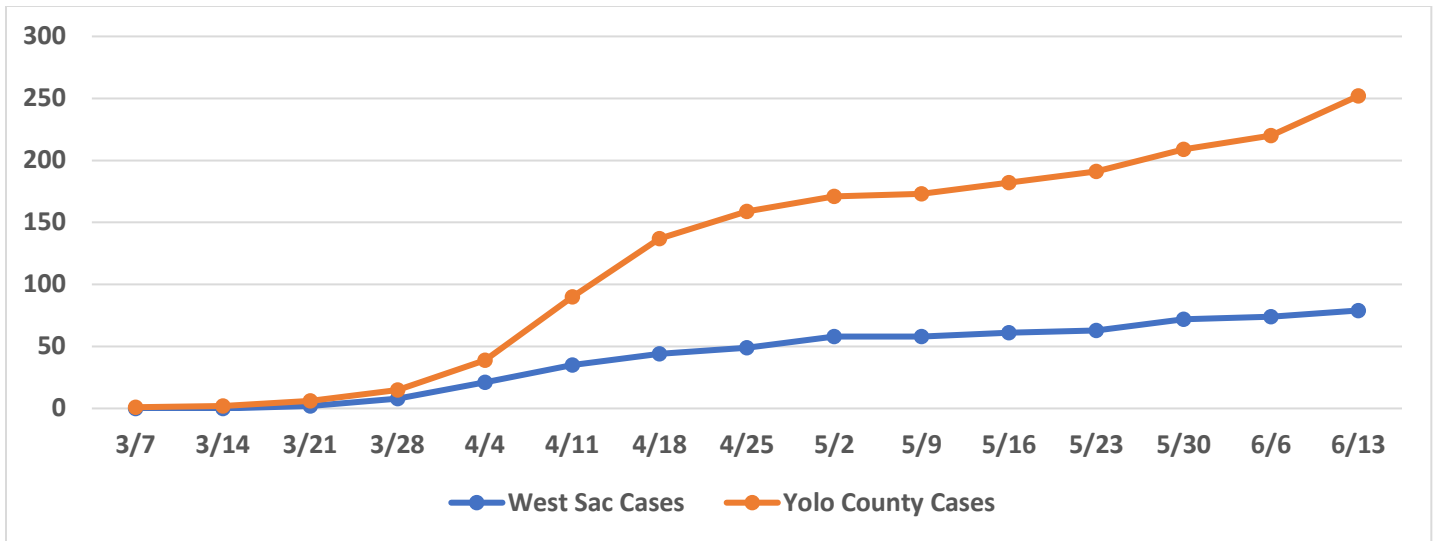
WEST SACRAMENTO			
Total Case Data (updated as of 5pm today)			
Cases ¹	Hospitalized ¹	Tested ²	Deaths ²
82	26*	N/A	N/A
Historic Data (since data tracking began)			
Week	New Cases	Total Cases	% Change (prior week)
6/7-6/13	5	79	6.8%
5/31-6/6	2	74	2.8%
5/24-5/30	9	72	14.2%
5/17-5/23	2	63	3.3%
5/10-5/16	3	61	4.9%
5/3-5/9	0	58	0.0%
4/26-5/2	9	58	18.4%
4/19-4/25	5	49	11.4%
4/12-4/18	9	44	25.7%
4/5-4/11	14	35	66.7%
3/29-4/4	13	21	162.5%
3/22-3/28	6	8	300%
3/15-3/21	2	2	-
3/8-3/14	0	0	-
3/1-3/7	0	0	-

YOLO COUNTY			
Total Case Data (updated as of 5pm today)			
Cases ¹	Hospitalized ¹	Tested ¹	Deaths ¹
265	48	8,088	24
Historic Data (since data tracking began)			
Week	New Cases	Total Cases	% Change (prior week)
6/7-6/13	32	252	14.5%
5/31-6/6	11	220	5.3%
5/24-5/30	18	209	9.4%
5/17-5/23	9	191	4.9%
5/10-5/16	9	182	5.2%
5/3-5/9	2	173	1.2%
4/26-5/2	12	171	7.5%
4/19-4/25	22	159	16.1%
4/12-4/18	47	137	52.2%
4/5-4/11	51	90	130.8%
3/29-4/4	24	39	160%
3/22-3/28	9	15	150%
3/15-3/21	4	6	200%
3/8-3/14	1	2	100%
3/1-3/7	1	1	-

¹ Includes data collected thus far this week.

² Yolo County reports data on COVID-19 testing and deaths on an aggregated countywide level.

* Staff recently learned that city-level hospitalization data does not include all hospitalizations of West Sacramento residents that occur in Sacramento.



City Services

Public Safety Calls for Service (data since 3/1/2020):

POLICE			
Week	2020 Calls	2019 Calls (average/week same period)	% Change (2019 to 2020 same period)
6/7-6/13	1,166	1,256	-7.7%
5/31-6/6	1,142		-10.0%
5/24-5/30	1,096		-14.6%
5/17-5/23	1,118		-12.3%
5/10-5/16	1,002		-25.3%
5/3-5/9	940		-33.6%
4/26-5/2	1,088		-15.4%
4/19-4/25	1,069		-17.5%
4/12-4/18	1,104		-13.8%
4/5-4/11	1,172		-7.2%
3/29-4/4	1,013		-24.0%
3/22-3/28	1,048		-19.8%
3/15-3/21	1,114		-12.7%
3/8-3/14	1,086		-15.7%
3/1-3/7	1,156		-8.7%
TOTAL	14,006	16,146	-13.4%

FIRE			
Week	2020 Calls	2019 Calls (average/week same period)	% Change (2019 to 2020 same period)
6/7-6/13	177	183	-3.3%
5/31-6/6	242		+32.2%
5/24-5/30	230		+25.7%
5/17-5/23	174		-4.9%
5/10-5/16	149		-18.6%
5/3-5/9	177		-3.3%
4/26-5/2	157		-14.2%
4/19-4/25	174		-4.9%
4/12-4/18	154		-15.8%
4/5-4/11	171		-6.6%
3/29-4/4	169		-7.7%
3/22-3/28	172		-6.0%
3/15-3/21	214		+16.9%
3/8-3/14	198		+8.2%
3/1-3/7	202		+10.4%
TOTAL	2,760	2,745	+0.5%

Public Health Order Enforcement:

The City’s Code Enforcement Division receives inquiries and complaints related to essential activity determinations and enforcement of the Yolo County Public Health Official’s shelter-in-place order. The volume of new cases by week is provided below. Questions or concerns about activities under the Public Health Order can be submitted through West Sac Connect (link below) or by calling the Code Enforcement message line at (916) 617-4925.

<https://www.cityofwestsacramento.org/services/west-sac-connect>

ENFORCEMENT CASES			
Week	New Cases	Total Cases	% Change (from prior week)
6/7-6/13	14	209	7.2%
5/31-6/6	3	195	1.6%
5/24-5/30	14	192	7.9%
5/17-5/23	10	178	6.0%
5/10-5/16	14	168	9.1%
5/3-5/9	21	154	15.8%
4/26-5/2	37	133	38.5%
4/19-4/25	35	96	57.4%
4/12-4/18	21	61	52.5%
4/5-4/11	18	40	81.8%
3/29-4/4	16	22	266.7%
3/22-3/28	3	6	100%
3/15-3/21	3	3	-

City Call Center Volume and Public Works Maintenance Requests:

During the public closure of City facilities, the City has set up a central call center at the Corporation Yard that is staffed with Public Works Operations and Maintenance Department administrative staff. The center receives calls for all department phone lines in addition to general calls it would normally receive prior to the emergency. Before the City building closure, the call center received approximately 20 calls per day. During the emergency period, the call center has received an average of about 30-35 calls per day.

The Public Works Operations and Maintenance Department reports that, since the COVID-19 emergency began, their call center has been receiving an average of about 7 calls per day related to requests for services in the field from their department. These calls may include requests related to sewer blockages or leaks and water conveyance issues (water main breaks, leaks, etc.). Before the emergency declaration, the department estimates that it received about 10 of these calls per day on average.

EMERGENCY DECLARATIONS/ACTIONS:

A timeline of emergency declarations and related actions is provided below:

DATE	AGENCY	ACTION
3/4	State	Governor Newsom declared a state of emergency in California.
3/9	City	Emergency City Council meeting held to discuss potential COVID-19 mitigation actions.
3/10	County	Board of Supervisors declared a local state of emergency in Yolo County.
3/13	Federal	President Trump declared national state of emergency.
3/13	WUSD	Board of Trustees elects to close schools (other Sacramento region schools also closed).
3/16	City	Local emergency in West Sacramento declared and Emergency Operations Center (EOC) activated.
3/16	City	City of West Sacramento facilities closed to the public.
3/18	City	City Council ratified declaration of local emergency in West Sacramento.
3/19	County	Public Health Official issued shelter-in-place order for Yolo County.
3/22	Federal	President Trump approved major disaster declaration in California.
4/1	County	Public Health Official extended the shelter-in-place order for Yolo County through May 1.
4/23	County	Yolo County released draft "Roadmap to Recovery" as a guide to phasing public health order restrictions.

4/24	County	Public Health Official issued order requiring face coverings to be worn in public places.
5/13	City	City Council reaffirmed and extended local emergency declaration through July 12, 2020.

CITY OF WEST SACRAMENTO RESPONSE ACTIONS:

This summary is categorized by the major priority themes the City has been focusing on during the emergency declaration period. As the emergency situation evolves, categories may be added or revised as appropriate. The City’s current areas of response action focus are listed below along with a brief description of each theme.

While the scope of the issues being considered is far-reaching, as a smaller jurisdiction, the City’s financial and human resources are not. Therefore, the City must focus its efforts on response actions related to these and potentially other themes that can be applied with an appropriate local scale to have a meaningful impact.

1. Emergency Response:

Most of the City’s response actions are centered on mitigating the spread of COVID-19 in the community to assist with the wider objective of sustaining the availability of medical resources in the region through the emergency period. The City is managing its overall emergency response and coordination with other agencies through its EOC.

2. Organizational Continuity and Essential Services:

The City’s most vital services during this time include public safety, operations and maintenance of critical infrastructure, and emergency operations. The City is focused on measures to maintain the availability of personnel, as well as vehicles and equipment necessary to sustain those services. Other essential activities of the City organization during this time include real estate development services (permitting, inspections, etc.) and transportation/mobility services (Via and other components of our mobility system). These two areas were listed as distinct topics in previous versions of this report but are now included under this topic.

3. Communications:

The City has an essential role in communicating information and direction related to the emergency to residents and businesses through its website, social media, and other channels, including targeted communication to certain populations to mitigate the spread of COVID-19.

4. Fiscal Planning and Readiness:

This impact of the emergency on the City’s budget will be significant. Staff is modeling that impact to inform future budgetary decisions, while also ensuring that the City can recover eligible emergency response costs through available federal and state assistance.

5. Housing and Social Services:

Several topics are covered under this theme, some of which were broken out individually in previous versions of this report. These priorities include maintaining housing stability, homeless services, facilitation of food distribution, and providing services and programs for senior citizens and youth.

6. Business Resiliency and Recovery:

West Sacramento is home to over 5,000 businesses that cover a wide array of sectors and employ over 25,000 people. The impact of the COVID-19 emergency on local businesses is profound. The City is focused on providing resources and information to support these businesses through near-term survival to long-term recovery.

Summaries of actions undertaken or being planned related to each of these focus areas are provided beginning below. This should be considered a partial list of the City’s activities in each area.

1. Emergency Response:

DATE	ACTION
3/8	An emergency City Council meeting was held to discuss the City's COVID-19 mitigation response.
3/10	Interim City regulations were developed to modify or cancel special events or events at City facilities and to regulate operations at City preschool and after school programs.
3/12	All events in City facilities and events requiring a special event permit were cancelled, based on County and State public health agency guidance.
3/13	City preschool and afterschool programs were suspended through at least 4/13 to coincide with Washington Unified School District (WUSD) closure timeframe.
3/16	The EOC was activated and the COVID-19 Incident Response Team was created. The EOC team has been meeting daily since, providing centralized coordination and communication among departments and staff involved in emergency support. Social distancing recommendations are being observed for those meetings—keeping in-person attendance to a minimum and using teleconferencing.
3/16	The City proclaimed a local emergency and completed a City Council staff report and resolution to ratify that proclamation at the 3/18 Council meeting.
3/16	All City buildings were closed to the public (City Hall, Recreation Center, Community Center, etc.).
3/16	All non-essential City advisory commission meetings and other public meetings at City Hall were cancelled through at least April (or transitioned to teleconferencing).
3/18	City Council ratified the local emergency proclamation (and directed staff to schedule weekly Council meetings during the emergency period, to be conducted by tele/videoconference.
3/20	In coordination with Yolo County, the City established protocols for making "essential business/activity" determinations and enforcement of the Public Health Officer's shelter-in-place order. Questions or concerns regarding activities allowed under the order are directed to the City's Code Enforcement message line or through West Sacramento Connect ("Public Health Order Questions" topic). The City's Code Enforcement Manager is the liaison to the County Public Health Officer for assistance with determinations. Code Enforcement will communicate directly with businesses in question and field visits will be conducted to ensure compliance. Law enforcement involvement will only be required in cases of continued non-compliance but will be if necessary (violation of the order constitutes a misdemeanor).
3/24	Park restrooms were closed, and an advisory was issued to the community to remind that group activities are disallowed under the order, including group sports, picnics, and other similar activities in parks and elsewhere. Residents were also advised to refrain from using playgrounds. Certain portable restroom locations will be maintained for use by service and park construction personnel.
3/31	Preschool and afterschool program suspensions were extended through May 3 to coincide with WUSD's updated closure timeframe.
3/31	City building public closures and staff telecommuting and administrative leave status was extended proactively through May 3 in anticipation of the extension of the Public Health Order.
4/3	Broderick Boat Ramp closed to encourage compliance with the Public Health Order.
4/3	The Early Learning Services Division extended the closure of City preschool and afterschool programs for the rest of the school year to remain consistent with the Washington Unified School District.
4/6	Fit testing for N95 masks being completed for Fire and Police personnel at Fire Station 45.
4/6	Parks Maintenance began the process of placing caution tape around playground equipment and removing rims from basketball hoops in City parks through the end of the Public Health Order. These measures became necessary because, despite the directive, many people were still using play equipment and playing group basketball games. This work will be completed this week.
4/6	The Community Development Department issued revised safety protocols for plan check and inspection services and COVID-19 exposure reduction guidance for constructions sites. These documents were based on similar releases from other cities in California, including Los Angeles.
4/16	The Human Resources Division released Interim Exposure Reduction Guidelines for Essential Personnel (non-public safety employees). The guidelines address exposure reduction methods and option equipment for employees, specifically cloth face coverings, that may be used to assist with avoiding potential exposure to or exposure to others to COVID-19.
4/27	In response to the Public Health Officer's order to wear masks in public places, the Fire Department took the lead on ordering masks of various types (including N95, disposable surgical-type masks, and washable face coverings) for use by City staff. The masks will be distributed to departments based on need and type of work. Over 1,000 masks were ordered,

	and on 4/28 another 1,000 N95 masks were donated to the City by NorthPoint Development, a national real estate development company. The Police and Fire Department continue to place and have orders fulfilled for masks and other personal protective equipment on an ongoing basis.
5/12	The City received 4,800 cloth masks donated through a partnership program of the US Conference of Mayors. These masks add to the stock being compiled at the Corp Yard. Appropriate uses for the different types of masks that have been acquired are being determined by the EOC team, which is developing a distribution plan. City employees will be given priority for the washable cloth masks, but others will likely be available for distribution to partner agencies. Disposable masks are also being obtained, including for members of the public that visit City facilities once they are reopened. The 4,800 cloth masks have an approximate value of \$7,670 and will likely be credited as a donation against the City's local cost share for FEMA reimbursement (equal to about 20% of the current anticipated cost share).
ONGOING	The City's Code Enforcement Division continues to manage determinations and enforcement of the Public Health Order on businesses in West Sacramento, working in coordination with the Yolo County Public Health Official's office. Questions or concerns about activities under the Public Health Order can be submitted through West Sac Connect (https://www.cityofwestsacramento.org/services/west-sac-connect) or by calling the Code Enforcement message line at (916) 617-4925.

Other Updates:

- Yolo County/West Sacramento Testing Centers:**
 The Yolo County/OptumServe testing center opened on 6/2 in West Sacramento at 1125 Riverbank Road and will operate there through 6/27. Operating hours are Tuesday-Saturday from 7am-7pm. COVID-19 testing is also available at other locations in the City, including at the CommuniCare Health Center, the Elica Health Center, and certain pharmacies. Staff continues to work with Yolo County EOC staff to discuss testing and related contact tracing infrastructure to support the reopening process.
- Yolo County "Roadmap to Recovery" and "Variance County" Status:**
 The Assistant City Manager, along with the EOC Manager and Coordinator, continue to provide input on the County's "Roadmap to Recovery" and have been participating in a countywide process of creating guidelines for the reopening of certain types of businesses based on the phasing outlined in the plan (which also tracks with the State's phased reopening plan). Phased reopening of businesses continues, as the County's attestation plan was approved the California Department of Public Health on 5/20. Yolo County is now considered a "variance county" under the State's Public Health Order, meaning that it may move further ahead in the staged reopening process.
- Washington Unified School District Response Actions:**
 Throughout the COVID-19 mitigation process, staff has been in contact with WUSD staff to coordinate and exchange information on response actions of each agency. Also, the Public Information Officers for both agencies have coordinated on community messaging and the WUSD PIO has attended the City's daily EOC calls. As noted above, the closure timeframes for the City's preschool/daycare and afterschool programs have been aligned with WUSD's. During the closure, WUSD has continued meal services at school sites and has implemented a distance learning program that is prepared to run through the end of the school year if necessary. WUSD has also made Google Chromebooks available to students that need one to participate in the distance learning program and the district is assessing students' internet access.

2. Organizational Continuity and Core Services:

DATE	ACTION
3/13	Upon learning about regional school closures, staff immediately analyzed and confirmed that staffing for critical City services could be sustained without the need for adding childcare services for those employees.
3/13	Interim COVID-19 mitigation procedures were issued to City employees, including information about telecommuting and leave eligibility.

3/16	Prior to the closure of City Hall and other City facilities to the public, the Fire, Police, Public Works, and Parks Departments confirmed staff availability to continue core functions, and staff from the City Manager's Office and other departments were assigned to EOC support.
3/16	As required by the Municipal Code, the City Manager's emergency proclamation established an order of succession for the designation of Emergency Services Director, which was subsequently approved by the Council on 3/18. The order of succession for the Emergency Services Director is Aaron Laurel, City Manager; Amanda Berlin, Assistant City Manager; Steve Binns, Fire Chief; Robert Strange, Interim Police Chief; and Jon Robinson, Deputy City Manager.
3/16	Upon the closure of City facilities to the public, all employees deemed unnecessary to be physically present or unable to work remotely were transitioned to either telecommuting or paid administrative leave.
3/16	Staff implemented tele/videoconferencing measures (Microsoft Teams and Zoom) to facilitate remote staff work and to transition City advisory commission and other public meetings to tele/videoconferencing.
3/16	A call center was set up at the Corporation Yard, with all call to City phone lines routed through the center. Staff at the center were provided a list of frequently asked questions and information on routing calls and responding to questions.
3/17	Staff established a plan for the 3/18 Council Meeting and closed session (minimized staff presence, encouraged the public to watch online and submit comments by email, implemented distancing for seating, used teleconference line for remote staff, etc.).
3/17	City Management prepared and released closure procedures and telecommuting guidance to all employees
3/17	The Capital Projects and Transportation Department created interim measures to accept public bid documents (including immediately for the West Capitol Avenue Road Rehabilitation Project).
3/17	The Fire and Police Chiefs prepared and released interim guidance for Police and Fire personnel for responding to COVID-19 related calls.
3/17	The Public Works Operations and Maintenance Department shifted to 40% staffing level during the day and 24/7 on call. Management shifts were staggered to promote distancing and continuity. The water treatment plan is under normal operations with two employees present per shift.
3/17	Staff communicated issues about tort claims, Public Records Act request deadlines, and other issues to the League of Cities. The League is directly communicating these and other issues with Cal OES and the Governor's Office. These issues were included, among other requests, in a letter from the League to the Governor's Office on March 22.
3/17	Following City Hall closure, the Community Development Department began to make adaptations to enable staff to process permit applications and to conduct limited inspection services. This work continues as procedures are modified in an effort to keep projects under construction or moving towards construction.
3/18	Upon ratifying the local emergency proclamation, the City Council directed staff to schedule weekly Council meetings during the emergency period, to be conducted by tele/videoconference.
3/18	Via reduced the number of people allowed in a shared ride to a maximum of 3 passengers per vehicle. Operations hours have not changed but less vehicles are being deployed than normal. Via estimates the current ridership rate is about 100 rides per weekday.
3/20	Recreation Center staff began offering remote group exercise classes and health tips, which can be accessed live or streamed later.
3/25	The City held its first weekly Council meeting by tele/video conference using revised procedures. The meetings will be conducted remotely but will still be broadcasted as normal on the City's website and cable access channel. Public comments must be submitted in writing prior to the meeting start time (7:00 PM). Future Council meetings will include an update on the City's COVID-19 emergency response, but normal City business will also be conducted.
3/26	The Public Works Operations and Maintenance Department shifted operations to two shifts of maintenance workers that will alternate every other week. This will help ensure the department's capability to fulfill essential functions by making available a higher than normal number of employees that could be called into work if needed. Calls after 3:30 PM are directed to on-call maintenance staff.
3/27	The City's two Firefighter recruits were graduated early from the Sacramento Fire Academy to be available for immediate service. The new Firefighters received department-level training during the week of March 30 and will begin working their first shift the week of April 6.
3/27	The Parks Maintenance Division scaled back operations to only essential park maintenance. This includes mowing, spraying, irrigation emergencies, and trash pickup. All trimming, restroom cleaning, and other services have been suspended.
3/28	The Police Department implemented shift adjustments to move to 12-hour shifts within minimal overlap. This will maximize the availability of reserve resources and reduce the risk of COVID-19 transmission among personnel.
3/30	Information Technology Division staff began working on setting up an electronic signature process for staff to allow documents to be signed remotely.

3/30	The Communications Division initiated a contract with a consultant to provide backup to the City's Communications and Media Officer (PIO) and to supplement the City's public messaging efforts. A secondary backup staff member for communications was also identified from the Parks and Recreation Department.
3/30	Building Division staff conducted its first "virtual" inspection using remote technology. In the weeks ahead, this process will be adapted for all inspection activity to the extent possible.
3/31	The Home Run Division prepared and distributed communication materials for childcare providers that are still operating and for parents with tips and best practices for social distancing and COVID-19 prevention in childcare facilities. The division also initiated contracts with early learning specialists to work with childcare centers to provide remote training.
3/31	The Human Resources Division created a continuity planning database across City departments that will designate at least one backup per employee to ensure that services can continue should an employee become sick or otherwise unable to work during the emergency. The database includes information such as passwords to project or program-specific accounts or work products, key contact information, status of current projects or activities under each employee's scope of work, and planning for virtual job rotation and shadowing to provide cross-training.
4/1	Learning Ladder Preschool staff provided home activity packets and student journals to households.
4/3	Home Run Division and Community Relations Division staff created a page on the City's website dedicated to childcare resources. The page includes information about currently operating childcare facilities, resources and safety information for parents and childcare providers, and a form that essential workers can fill out to receive assistance from City staff in locating an open childcare space (also see summary of "Childcare Assistance" below).
4/14	The City's Home Run Division delivered packages to 9 childcare centers in West Sacramento with cleaning and sanitizing supplies, along with copies of the guidance that was prepared related to preventing the spread of COVID-19 in childcare facilities and for parents to keep sick children at home. The cleaning supplies were successfully ordered through a local vendor that also supplies our Parks and Recreation Department.
4/24	The Human Resources Division issued a new Administrative Policy to employees to implement the Families First Coronavirus Response Act (FFCRA), which requires employees to provide eligible employees with paid sick leave and paid family leave under certain circumstances related directly to the impact of COVID19 for certain types of employees. The FFCRA policy does not apply to employees that are teleworking or to emergency responders.

Other Updates:

- **Reopen West Sac Team**

On May 26, the Yolo County Board of Supervisors authorized moving more quickly through Stage 2 of the State's reopening plan by resuming operations of non-essential business offices as of May 27. In anticipation of this change in the Public Health Order, a team of staff from all Departments (the Reopen West Sac Team—part of the City's *Resiliency Framework* described later) has been preparing to move City staffing and public-facing activities from essential services to full services, including reopening facilities with a safe, clean environment for workers, customers and visitors. The Reopen West Sac Team has performed a comprehensive risk assessment of all work areas and public areas in City facilities to identify modifications and mitigations to reduce the risk of COVID-19 exposure/spread based on CDC and CDPH/OSHA guidance for office workspaces. This included assessing appropriate measures to maintain distancing (of at least six feet) in public areas, common spaces, breakrooms, meeting rooms and between workstations. Depending on the location and risk, the measures to be implemented include a combination of physical distancing controls (e.g., six feet of separation between persons, unidirectional entries/exits, unidirectional hallways and passageway, etc.); appropriate engineering controls (e.g., physical barriers or partitions, staggered seating/workstations, assess/adjust ventilation systems, etc.); and appropriate administrative controls (e.g., teleworking, staggered shifts, limited customer access, etc.). These measures are in addition to the internal Exposure Reduction Guidance for Non-Safety Employees, which outlines the use of cloth face coverings, social distancing, handwashing, respiratory hygiene/cough etiquette, and cleaning and disinfecting, and for which employees at city worksites are already required to comply to prevent the spread of COVID-19. In the coming weeks, the modifications and mitigations the Reopen West Sac Team have identified will be implemented, as we look to return staff to full operations and off of Paid Administrative Leave and reopen some facilities to the public. City Hall, Station 45, the Police Department lobby and Learning Ladder preschool are planned to reopen to the public by 6/22 (Learning Ladder opened on 6/15); other facilities will continue to remain closed to the general public, with the Rec Center and Community Center closed to the public until at least 7/5.

- **Childcare Assistance:**

A previous update noted that childcare assistance, particularly for hospital employees, is a need that could arise in the Sacramento region the weeks ahead. The City of Sacramento is offering free childcare to its public safety and other essential employees, in addition to employees of hospitals in Sacramento. It has been determined that a similar measure is not necessary to maintain staffing levels needed to sustain essential City services. It remains unknown how many Sacramento-area hospital workers reside in West Sacramento and to what extent those residents are taking advantage of the City of Sacramento's program. While it would be practically difficult to implement a similar program in West Sacramento at an effective scale and cost due to the limitations of the Public Health Order, staff has implemented a series of measures (listed below) to assist the City's public safety personnel and other essential workers in West Sacramento to connect with available childcare options. A page on the City's website called "COVID-19 Child Care Resources" has been dedicated to this topic (link below).

<https://www.cityofwestsacramento.org/residents/west-sacramento-home-run/1st-base-preschool-and-college-savings-accounts/covid-19-resources>

- Staff has created a list of preschool/daycare facilities currently operating in West Sacramento, which includes 15 sites. The list, which is available on the City's website at the link below, includes contact information for each site and will be updated frequently. <https://www.cityofwestsacramento.org/home/showdocument?id=10888>
- Home Run Division staff are available to help essential workers find an open childcare space in one of the operating facilities, including information about which sites include infant/toddler care. A form is available on the City's website at the link below to facilitate that process. This information has been provided to and distributed by the Police Chief and Fire Chief to their staff. <https://docs.google.com/forms/d/e/1FAIpQLSewu6lr4ayElyfj-m4EMFTzogr3s269ongTpBRFvNCnkaAfg/viewform>
- Home Run Division staff have prepared and distributed informational materials to childcare providers to help with some of the current confusion around protocol for childcare facilities under the Public Health Order. Informational materials were also prepared for parents. These materials are posted on the City's COVID-19 Child Care Resources website (link above).
- Parks and Recreation Department extra help staff for the ASES program are currently on paid administrative leave. If the need for childcare services for essential employees of the City (i.e. Police Officers, Firefighters, Maintenance/Water Treatment Plant Workers) should arise as a need to sustain core City services, these staff could be made available for that purpose.
- On 4/7, City staff coordinated with WUSD staff on the district's recent survey outreach to households of its students to attempt to identify childcare needs for "essential workers" (referring to "first responders" and "healthcare professionals"). Based on the survey data, it was determined that sufficient space is available in childcare sites currently operating in the City to meet the current need for essential workers. The City's resources described above will be helpful in connecting those households to available childcare while supporting those operators so they can remain in business. Also, the Children's Home Society of California offers reimbursement of childcare costs for essential workers.
- On 4/10, Governor Newsom announced the release of \$100 million to support childcare services for essential workers and vulnerable populations, and to support health and safety for childcare providers. According to information released by the Governor's Office, the funding has been allocated to the California Department of Education for these purposes. Half of the funds will be used to pay for up to 20,000 limited-term additional state-subsidized child care slots and the other half of the funding will reimburse childcare providers for their costs to purchase safety equipment such as gloves, face coverings, cleaning supplies, and other labor related to cleaning in accordance with federal and state public health and safety guidelines.
- On 4/15, the Children's Home Society began taking applications for families who need care and are essential workers. Eligible households may receive free childcare through June 30th. Eligibility requires that one or both parents is an essential worker, and that if both are not, one is incapacitated in some way and unable to provide care, and also that their assets as a family do not exceed \$1,000,000. A link to this information was provided on the City's website.
- On 4/30 Governor Newsom announced that the State had opened a new online portal to help parents find local childcare options. The portal is available at <https://covid19.ca.gov/childcare/>.

- **Quarantine Options for Employees:**

Following up on a concern raised by the Council, staff is working on securing the availability of temporary housing (i.e. hotel accommodations) in West Sacramento for any City employees that become symptomatic with COVID-19 and lack the ability to safely quarantine themselves from their families at home. Some other cities around the country are utilizing a similar approach. Staff is also working on a policy for how temporary quarantine housing would be used. Basically, the policy will stipulate that if the employee was exposed to COVID-19 at work, the City will pay for their quarantine at the hotel; but if the employee was exposed to COVID-19 otherwise and is in need of a place to quarantine, the City would make the hotel available but the employee would pay the cost.

- **Development Services—Entitlement Status Extensions:**

While permitting and limited inspection activities continue, there will be delays to that work due to the emergency and staff's remote work status. Staff has analyzed the status of development projects in the city and have identified projects with approved entitlements that could be impacted by an extended delay. At its 4/29 meeting the Council received a presentation from staff on these issues and provided direction to staff about possible extensions for projects. Staff will return to the Council at a future meeting with recommended extension actions for certain projects.

- **Transportation/Mobility—YCTD Status:**

Yolobus service has been scaled back to adjust to ridership reductions, which as of 4/20 are down by over 85%. On 4/2, YCTD implemented rear boarding for all riders (except disabled riders) and instituted free fares for all Yolobus rides. As of 4/20, YCTD is operating Yolobus service in West Sacramento as follows:

- *Routes 35 and 240:* Operating under regular Saturday schedule.
- *Route 41:* Operating under regular weekday schedule, except that 6:20 PM and 7:20 PM trips are cancelled as of 4/20.
- *Route 39:* No longer operating as 4/20.
- *Route 40:* Operating under regular Saturday schedule, except that 6:40 PM trip is cancelled as of 4/20.

Beginning on 3/24, YCTD began deploying paratransit vehicles to the County EOC to distribute food and goods boxed by the Yolo Food Bank. These deliveries mainly were to support homeless individuals that are temporarily housed in motels throughout the county. As of 4/13, the paratransit vehicles had transported food to 173 motel rooms in West Sacramento, Davis, and Woodland.

- **Transportation/Mobility—Via Status:**

Via continues to operate regular passenger service during normal operating hours; however, it has reduced the maximum number of riders to 3 per van. Roughly 80 people are still regularly using Via during the week, which is down from nearly 700 before the COVID-19 emergency. Via has been used to support Yolo Food Bank's deliveries to mobility-challenged households since March 19. Six vans/drivers have been deployed weekly on Thursdays for this purpose, completing a total of about 150 food deliveries per week.

- **Transportation/Mobility—JUMP Status:**

A previous version of this update reported that JUMP has suspended operations in the Sacramento region and has pulled its fleet. Last week it was announced that Lime was acquiring JUMP through a financing deal with Uber, the parent company of JUMP, and other investors. It remains to be seen what effect Lime's acquisition of JUMP will have on the availability of micro mobility services in West Sacramento, but staff will continue to track the situation.

3. Communications:

DATE	ACTION
3/9	A City webpage was set up to provide daily and urgent updates on COVID-19 related issues and information. The website is being constantly updated with new information for residents and businesses. As needed, information has been translated into Spanish and Russian.
3/23	The City informed the public that there were confirmed cases of COVID-19 in West Sacramento, utilizing its communication platforms including the Everbridge notification system. A targeted communication effort was initiated to mitigate a concern about a potential geographic clustering of COVID-19 cases.
3/27	A video from Interim Police Chief Strange was posted to the City's website describing the Police Department's activity during the emergency and to address enforcement of the Public Health Order.
3/31	As mentioned earlier, a consultant was retained to provide backup to the City's PIO and to supplement targeted communication efforts. The PIO and consultant made arrangements with Russian American Media (Russian language radio and social media) to implement targeted communications to the Russian community, including local churches to urge adherence to the Public Health Order. Targeted messaging may include translated interviews with the Yolo County Public Health Official or other key public figures. Spanish language materials and communication strategies will also be developed going forward.
3/31	In coordination with the PIO, the Public Works Operations and Maintenance Department and the Police Department deployed the City's five changeable message signs at high-traffic locations in the City, with a message reading "Stay home, save lives."
4/1	A-frame signs were placed in front of markets catering to the Russian community to encourage compliance with the Public Health Order and social distancing.
4/27	This week staff is putting together the contents for a reinstated version of the City Council Newsletter. The newsletter will focus on updates related to items that are "regular" City business (not related to COVID-19 response). For the time being, the newsletter will be released on a bi-weekly basis. This report will continue to serve as the Council's primary source of information on the City's COVID-19 response.
4/28	Mayor Cabaldon did an interview with Russian American Media focusing on the Public Health Officer's order to wear masks in public and to reinforce compliance with the shelter-in-place order. The interview was translated and aired in Russian.
Ongoing	The EOC Public Information Officer has been posting daily updates on the City's COVID-19 website and social media accounts and has coordinated with the Mayor to produce short videos with information for residents, including informational interviews with Superintendent Luna and Supervisor Villegas, among other features. In addition to the City website and social media, residents can sign up to receive emails with news and alerts through the City's electronic notification system at https://www.cityofwestsacramento.org/government/email-alerts . Other sections of this report include updates involving communication on various topics and a summary of the City's social media activity during the COVID-19 emergency is included later in this section.

Other Updates:

- **Social Media Update:**

The City has actively utilized its various social media platforms to convey messages and information about COVID-19 and the City's response actions to residents and businesses. An updated summary of those activities is provided in the table below, and each platform title is a hyperlink to the City's account.

Platform	Update (May 31-June 13)
Facebook	<ul style="list-style-type: none"> • Our post about the second day of the curfew on June 2nd reached 15,000 people and was shared over 100 times.
Twitter	<ul style="list-style-type: none"> • The announcement of the curfew on June 1st reached 13,077 people, which is almost double that of the top tweets we had in recent weeks. • In the past two weeks of June we have received 100 new followers, whereas in the whole month of May we received 36 new followers.
Nextdoor	<ul style="list-style-type: none"> • Our most popular post was a video promoting the testing site in West Sac, which received 4,000 impressions.
Instagram	<ul style="list-style-type: none"> • The video promoting the testing site in West Sac was the most popular video, with almost 1,000 views, which is a few hundred more than other recent videos.

YouTube	<ul style="list-style-type: none"> We have created 52 videos in response to the COVID-19 pandemic. All videos can be found on our YouTube channel.
City Website	<ul style="list-style-type: none"> In the past two weeks, the most popular pages have been COVID-19 (1,916 views), Utility Billing (1,906 views), and a news post about suspending the curfew (1,592 views).
City COVID-19 web page	<ul style="list-style-type: none"> Over the past two weeks, 20% of all clicks on the page were for the news post “Free COVID-19 Testing in West Sacramento,” which got over 115 clicks.
City Email Alerts	<ul style="list-style-type: none"> The most opened email alert was the “Peaceful night after first day of West Sacramento curfew”, with a 50% open rate by 642 people. This is the highest open rate we have seen all year.
Zen City	<ul style="list-style-type: none"> From June 1-3, discourse regarding the curfew in West Sacramento elicited 3,022 interactions, comprising 65% of the total city online discourse. Notably, posts about the enactment of the curfew received over 1,000 likes - accounting for 34% of the interactions on the topic and reflecting support. An overwhelming majority of the commenters thanked the city for the decision to enact a curfew (119 interactions). Nonetheless, some commenters were upset by what they perceived as an insufficient notice. They claimed that residents were not given enough time to prepare in advance and that an alert should have been issued via text message (which is not an available option to the City). Read the full analysis here.

4. Fiscal Planning and Readiness:

DATE	ACTION
3/16	Upon activating the EOC, City staff began tracking expenses related to the City’s COVID-19 emergency response. This is a requirement to be eligible for potential reimbursement from federal and state assistance programs.
3/24	The City’s Emergency Services Coordinator submitted an emergency declaration concurrence letter to the California Office of Emergency Services (CalOES) to qualify the City for financial assistance under the California Disaster Assistance Act, in addition to the SBA Disaster Loan Program, FEMA Public Assistance Program, FEMA Individual Assistance Program, and any future programs established for COVID-19 response.
3/26	EOC staff submitted the Project Assurances for Federal Assistance and list of Authorized Agents (prerequisite forms for the City to be eligible for emergency cost reimbursement) to CalOES and requested access to the FEMA grants portal so that the City can submit its Request for Public Assistance.
3/30	The City received approval to access the grants portal to submit our Request for Public Assistance to FEMA. As of this date, the rough estimate of the City’s costs related to COVID-19 emergency response is \$71,000.
3/30	FEMA approved the City and County for reimbursement of costs for non-congregate sheltering with certain conditions (related to temporary homeless housing in motel rooms). Staff is reviewing the letter and is working with Yolo County on the contracts with motel owners to ensure that language is consistent with the requirements to receive reimbursement.
3/31	Human Resources Division and Finance Division staff completed an analysis of the City’s cost to provide paid administrative leave during the closure period, which includes approximately \$50,000 per pay period for extra help employees. Further analysis will be done to explore the long-term implications of these costs in addition to possible alternative approaches should the closure continue for an extended period of time.
4/17	The Police Department applied to the Bureau of Justice Assistance for a formula allocation grant to the City from the Coronavirus Emergency Supplemental Funding Program. The City will receive approximately \$57,000 from the program, which can be used for a variety of purposes related to COVID-19 response including overtime, equipment and supplies. Staff will bring an item to a future Council meeting to receive and appropriate the grant funds.
4/28	The City Manager authorized a temporary waiver of fees normally charged by the City to pay Transient Occupancy Taxes (TOT) using a credit card in order to facilitate the payment of third quarter TOT fees from motel owners and to avoid potential delays in payment.
5/13	A comprehensive update of COVID-19 impacts on the City’s budget was presented to the Council on 5/13. The report can be viewed at this link: https://blob.cityofwestsacramento.org/civica/filebank/blobdload.asp?BlobID=17598 .

Other Updates:

- FEMA Emergency Cost Reimbursement:**

Under the emergency declaration, FEMA may provide assistance for emergency protective measures. The City is working closely with Yolo County on response, communication, tracking and FEMA cost recovery efforts. The City will be submitting its own Request for Public Assistance (RPA) to FEMA after all required documentation is

submitted to CalOES. Staff will be working closely with both agencies over the coming weeks and months to ensure all mechanisms are in place to maximize reimbursement for emergency related expenditures and to ensure the most efficient process possible. Reimbursable costs may include, but are not limited to, the following:

- Management, control and reduction of immediate threats to public health and safety.
- Emergency medical care.
- Medical sheltering (e.g., when existing facilities are reasonably forecasted to become overloaded in the near future and cannot accommodate needs).
- Household pet sheltering and containment actions in accordance with CDC guidelines.
- Purchase and distribution of food, water, ice, medicine, and other consumable supplies, to include personal protective equipment and hazardous material suits.
- Movement of supplies and persons.
- Security and law enforcement.
- Communications of general health and safety information to the public.
- Search and rescue to locate and recover members of the population requiring assistance.
- Reimbursement for state, tribe, territory and/or local government personnel overtime costs.

5. Housing and Social Services:

DATE	ACTION
3/17	Staff added instructions to the City's utility billing website about how to cancel bill autopay if needed and to clarify that the City does not discontinue water service for non-payment. The City also began waiving late fees for utility bills. These measures are intended to help promote housing sustainability by allowing residents to allocate more of their income to housing if they are facing lost wages.
3/18	The City Council enacted a moratorium on evictions of residential (and commercial) tenants when the reason is due to lost income because of COVID-19 or response actions. The moratorium is in effect through May 31, which is the term of the Governor's related Executive Order. Information and forms related to the moratorium were posted on the City's COVID-19 response website.
3/20	Parks staff in the Recreation Division began providing online classes directed towards seniors (for example, Zumba Gold), however many seniors lack the technological needs to participate.
3/21	The City approved the Yolo Food Bank to conduct weekly food distribution events in front of City Hall (only using outdoor areas of the property).
3/26	Recreation Division staff began using a phone tree developed through the Senior Center to communicate with senior and to help them connect with each other.
3/26	Recreation Division staff began providing online classes directed towards seniors (for example, Zumba Gold), however many seniors lack the technological needs to participate.
3/26	In lieu of the Kids' Night Out events which are not currently possible, Recreation Division staff coordinated a "Kids' Night in at Home" program to provide themes and activities for families to do together in their homes.
3/26	A Homeless Housing Task Force was established consisting of City staff from the Police Department, EDH Department, and County Health and Human Services Agency (HHSA). The task force's primary roles are to coordinate the leasing of motels for temporary housing for homeless individuals, coordinate the referral and assignment of homeless individuals to those motel rooms, coordinate County services and support (food delivery, security, and social services including behavioral health, mental health, medical, and other services).
3/26	Via began a food delivery program in partnership with the Yolo Food Bank and City staff. The program delivers food to mobility-challenged residents every Thursday. For example, on 4/2 a total of 140 food boxes were delivered by Via shuttles.
3/30	Staff began making "sunshine calls" to regular users of the Community Center senior lounge and programs. An average of about 70 calls per day have been made.
3/30	Staff began holding online sewing classes for senior citizens. The first class instructed seniors how to make protective masks.
3/30	The number of participants in the Recreation Center's livestream fitness classes eclipsed 550 people.
4/3	In coordination with Yolo County, Governor Newsom held a brief press conference at a motel site in West Sacramento to discuss the State's response to homelessness during the COVID-19 emergency. The specific motel site was not disclosed. The City also released a video on its coordinated response with Yolo County on homelessness.

4/8	The City Council approved amendments to the City's evictions moratorium ordinance to align with new provisions of a recent and related Executive Order from Governor Newsom.
4/22	The City Council appropriated \$25,000 to the Yolo COVID-19 Relief Fund, part of the Yolo COVID-19 Relief Initiative that was set up by Yolo County and the Yolo Community Foundation to collect public and private donations and to provide financial support for nonprofits serving Yolo County. Vice Mayor Sandeen is serving as the Council's representative on the Initiative's leadership committee and Parks and Recreation Director Traci Michel has been assigned as the staff liaison to the Initiative. A total of \$350,000 has been raised from contributions by Yolo County and the cities of West Sacramento, Davis, and Woodland. Follow-up reports on the activities of the Initiative and Relief Fund will be provided in the "Other Updates" portion of this section.
4/23	The Communications Division mailed an "Age-Friendly West Sacramento" quarterly newsletter focused mainly on information related to COVID-19 relief and other related information, including news, updates on impacts to City services, and resources for seniors.
4/23	The City presented online workshops for families under stress, hosted by our Early Learning Specialists and facilitated by the Home Run Division. The workshops are designed to give families information and support to deal with the stress of the situation brought about by the shelter in place order. The sessions are presented live and are recorded for later viewing.
5/29	Governor Newsom issued an Executive Order which, among other items, extended the eviction moratorium for an additional 60 days (through July 28). This action effectively extended the City's existing moratorium on residential and commercial evictions for the same period. Staff updated its webpage with information about the eviction moratorium: https://www.cityofwestsacramento.org/business/economic-development-housing
Ongoing	The Homeless Housing Task Force, particularly due to the efforts of the City's Homeless Coordinator, continues to work with Yolo County HHSA to secure temporary housing in motels for the most medically vulnerable of the homeless population in West Sacramento. Homeless individuals from West Sacramento have been housed in rooms at various properties, as banks of rooms have been secured by the County and City to meet these needs (including one master lease of an entire motel property). Costs for these activities are being tracked and are eligible for reimbursement from state or federal emergency assistance sources. This program is known statewide as Project Room Key. Over 100 homeless individuals from West Sacramento have received temporary shelter in motel rooms, in addition to food, medical, and other services. All of these individuals are either medically vulnerable or over age 65. Over 70 motel rooms in West Sacramento are or have been under the lease control of Yolo County through Project Room Key.

Other Updates:

- Community Development Block Grant (CDBG) Funds:**
 In April, the United States Housing and Urban Development Department (HUD) published a list of the additional CDBG funds to be allocated from the CARES Act. West Sacramento was notified by HUD that it will receive an additional \$274,906 for the 2020 CDBG program year. These funds must be used on CDBG-eligible activities that are also related to COVID-19 response. Economic Development and Housing (EDH) Department staff are analyzing possible eligible uses for these CDBG-CV funds, which could include funding for Project Room Key transitioning (described further below) or other uses. Staff will return to the City Council, likely in June, to receive direction on potential uses and to amend the Consolidated Plan which is a required action to program the CDBG-CV funds.
- Foreclosure Moratoriums:**
 On 3/18, the federal government announced that it would cease foreclosure activity on any mortgages backed by the Federal Housing Administration, Freddie Mac, or Fannie Mae for 60 days. This represents over half of the residential mortgages in the country. On 3/25, Governor Newsom also announced that the nation's largest banks/lenders agreed to a similar 90-day moratorium on foreclosure activity.
- Judicial Council of California Evictions Suspension:**
 On 4/7, the Judicial Council of California suspended proceedings related to defaults in eviction cases for both residential and commercial tenants for 90 days.
- Project Room Key Strategy:**
 County and city housing and homelessness staff continue to meet to develop an exit strategy for the conclusion of the Project Room Key temporary housing program. The County Administrator and Yolo City Managers are also in discussions about the strategy. The goal is to effectively phase out the Project Room Key program from County

control while, to the extent possible, identifying permanent or temporary housing options to transition program participants. The group is also exploring potential funding sources and a similar transition approach being employed in each city. As previously mentioned, City of West Sacramento staff are exploring the potential use of CDBG-CV funds for this purpose, in addition to other local and federal/state funds. While the program is still in operation, prioritization will be given to keeping participants housed that are over 65 and/or suffer from serious chronic health conditions.

- **Downtown Streets Team:**

At the onset of the shelter in place order, the Downtown Streets Team (DST) suspended operations but continued to provide program participants with their regular support and benefits. As of Monday, 5/18, DST resumed community beautification operations on a limited schedule while following very specific safety criteria including smaller crews, daily health assessments, face coverings, gloves, sanitizer, distancing, and daily sanitizing of tools and supplies.

- **Yolo COVID-19 Relief Fund:**

On 6/8, the first round of Yolo COVID-19 Relief Fund grant awards were announced. A total of \$290,000 in grants were awarded to non-profit organizations throughout the County, including several that serve West Sacramento (Yolo County Children's Alliance, Yolo Food Bank, Meals on Wheels Yolo County, and Empower Yolo, among others). Progress has also been made on obtaining additional donations from private sources.

- **West Sacramento Foundation Grants:**

On 4/20, the West Sacramento Foundation awarded two emergency grants totaling \$10,000 to nonprofits providing critical services during the COVID-19 emergency. Grants of \$5,000 apiece were awarded to the Yolo County Children's Alliance and Meals on Wheels Yolo County. The Foundation also plans to make \$20,000 in additional grant awards to nonprofits that serve West Sacramento residents in 2020. The organization also still plans to conduct its All Charities Raffle later this year.

- **Food Delivery Sustainability:**

Sustaining the current delivery system of food and other goods to the most disadvantaged and medically vulnerable residents in the community is a critical part of COVID-19 mitigation. Thus far, the Yolo County EOC has been coordinating those services in collaboration with the Yolo Food Bank and other non-profits. Food distributions coordinated by the Food Bank are conducted on a frequent basis, including direct deliveries and a weekly distribution event held on Saturday mornings at City Hall. As mentioned earlier, WUSD is also providing food services to its students. In coordination with the County EOC, the City will continue to monitor whether financial assistance is required to sustain food delivery services in West Sacramento. Countywide food delivery is an activity that could be supported by the potential community fund described above.

- **Great Plates Delivered Program:**

Also related to food delivery, Governor Newsom recently announced a State program called "Great Plates Delivered," which facilitates partnerships between local jurisdictions and restaurants to prepare and deliver meals to eligible seniors. The program makes the cost of those meals reimbursable from FEMA and CalOES (minus the required local share). Staff has reviewed the program and found that the administrative requirements to set up and operate the program, combined with the uncertainty about receiving reimbursement, are too great to operate a West Sacramento-only program, but Yolo County is exploring the possibility of a countywide program. County EOC staff has provided a letter of interest to the State (as required to be eligible to participate in the program) and a request for program changes to address some of the concerns about reimbursement.

- **Urban Farm Status:**

The Center for Land Based Learning reports that all five of their program's urban farms are operational and in various stages of crop production. Between the five farm sites, over 25,000 pounds of food per month are produced during the summer and fall. The farms are all doing well and adapting to current conditions, as farmers

who mainly relied on restaurants or school districts are trying to build new marketing outlets to distribute their produce. Most of the farms are in the process of preparing fields for spring planting, but those that have produce available are delivering to customers, including some restaurants to support food delivery services.

6. Business Resiliency and Recovery:

DATE	ACTION
3/17	The EDH Department created a business resource page for companies that have been affected by the COVID-19 emergency. The site has been constantly updated as more information becomes available from state, federal, and other resources. This approach has allowed staff to focus its attention on direct assistance to businesses, with dozens of local businesses contacted and assisted by staff since. Economic Development staff have coordinated closely with the West Sacramento Chamber on business outreach, including conducting a survey on business impacts that is summarized later in this section. The City's "Business" web portal is located at this link: https://www.cityofwestsacramento.org/business
3/18	The City Council enacted a moratorium on evictions of commercial (and residential) tenants when the reason is due to lost revenue because of COVID-19 or response actions. The moratorium is in effect through May 31, which is the term of the Governor's related Executive Order. Information related to the moratorium was posted on the City's COVID-19 website.
3/19	Following the issuance of the shelter-in-place order, EDH Department staff coordinated with the Police Department to post information on the City's website with safety recommendations to business owners to protect unattended businesses.
3/19	During the shelter-in-place order period, several businesses in the city have formally announced layoffs. Staff reached out to those businesses upon receiving notices of impending layoffs and recommended that they direct their affected staff to Yolo Works for assistance with re-employment.
3/25	The City Manager attended a teleconference of the West Sacramento Chamber of Commerce Board of Directors to provide an update on the City's COVID-19 response actions.
3/31	EDH staff coordinated with the West Sacramento Chamber of Commerce to communicate to businesses about information related to the recently enacted CARES Act, which provides a significant amount of funding for small business assistance.
4/1	The City's "Business" website (link above) was updated to include a list of restaurants and breweries still open for delivery or pickup, including a directory of delivery applications available for each business.
4/6	New information was added to the City's "Business" website (link above) with answers to frequently asked questions for businesses. The new information includes links to several external business assistance resources, including the Sacramento Metro Chamber's Rapid Response Hub and many other federal and state programs.
4/8	EDH staff and the City Attorney prepared and the Council approved amendments to the eviction moratorium ordinance to create consistency between the ordinance and certain provisions of an Executive Order by Governor Newsom.
4/17	EDH Department staff have participated in a virtual forum hosted by the West Sacramento Chamber of Commerce to assist business owners with questions. These forums are scheduled weekly and typically include 10-12 local businesses. The purpose of the forums is to engage in a dialogue that allows staff to gather information from the business community and share up-to-date information about available resources.

Other Updates:

- Sacramento Regional County Sanitation District (SRCSD) Commercial Rate Relief:**

Following up on a referral from Councilmember Orozco (the City's representative on the SRCSD Board), Finance Division and EDH staff are working with SRCSD staff to implement a sewer rate relief program offered by the district to commercial customers. Under the program, businesses that are either closed or partially operating may receive a rate reduction from SRCSD. Since in our case, the City handles utility billing for SRCSD, extra coordination has been required to determine the appropriate amount of bill credits for eligible businesses. EDH staff has added information about the program to the City's "Business" website and the following link is to SRCSD's website about the program <https://www.sacsewer.com/raterelief>.

- #WESTSACTAKEOUT Campaign:**

The West Sacramento Chamber of Commerce and EDH staff are coordinating on the release of an initiative to support West Sacramento's restaurants, breweries, and wineries by encouraging the community to support them

during the closure period with takeout and delivery orders, purchasing gift cards, and taking advantage of specials. The campaign will be co-promoted by the Chamber and the City.

- **West Sacramento Chamber of Commerce Coordination:**

From the beginning of the COVID-19 emergency, the West Sacramento Chamber of Commerce has been an essential and reliable partner for the City's EDH Department and Community Relations Division. The Chamber has assisted with messaging to its directory, which includes hundreds of Chamber members in addition to many other non-member business contacts. The Chamber has adapted its website to include useful information for businesses, in addition to information on businesses that are currently hiring.

- **Business Impacts Survey:**

As previously reported, EDH staff and the West Sacramento Chamber of Commerce developed a business impacts survey that was emailed by the Chamber to businesses on the City's business license list. The survey was open from 3/27-4/10 and 187 complete responses were received. Several of the survey's questions included links to various local, State and Federal resources, including www.covid19.ca.gov, the State of California's primary COVID-19 information page. In addition to gathering data, the survey provided participants with information on resources available to businesses at that time. A full report of the survey data was included with the 4/22 version of this report. The survey's key findings have helped guide the City/Chamber efforts to provide information and resources to businesses during the emergency and will assist developing further response actions and the EDH Department's outreach and education strategy going forward. EDH staff will continue business outreach activities in coordination with the Chamber, including a follow-up survey and other actions:

- Providing technical assistance to access business resources.
- Conducting business outreach to clarify essential/non-essential businesses, in coordination with the Code Enforcement Division and Yolo County Public Health Office.
- Publishing information about employer/employee assistance.
- Publishing information about Yolo County Employer Services.
- Providing referrals to other agencies.

NEXT RESPONSE PHASE—RESILIENCY FRAMEWORK:

The 4/22 version of this update introduced a "Resiliency Framework" to guide the City's COVID-19 response going forward beyond the operational period of the EOC and the City's initial emergency actions. An updated, final version of the Resiliency Framework was provided to the City Council last week.