



**BENICIA CITY COUNCIL
CITY COUNCIL MEETING AGENDA**

**Benicia City Hall, 250 East L Street
May 5, 2020
7:00 PM**

Coronavirus (Covid-19) Advisory Notice

The Solano County Public Health Department has advised that non-essential gatherings should be canceled, postponed, or done remotely. Additional information is available at <http://www.solanocounty.com/depts/ph/ncov.asp>.

This meeting is necessary so that the City can continue to conduct its business and is considered an essential gathering. Consistent with Executive Orders No. 25-20 and No. 29-20 from the Executive Department of the State of California, the meeting will not be physically open to the public. Members of the City Council and staff will participate in this meeting via videoconferencing as permitted under Executive Orders No. 25-20 and No. 29-20.

As always, the public may submit public comments in advance and may view the meeting from home. Below is information on how to watch the meeting via cable and/or live stream and how to send in public comments that will be part of the public record.

How to Watch the Meeting:

- 1) Cable T.V. Broadcast on Channel 27
- 2) Livestream online at www.ci.benicia.ca.us/agendas.

How to Submit Public Comments for this videoconferencing meeting:

Members of the public may provide public comments to the City Clerk by email at lwolfe@ci.benicia.ca.us. Any comment submitted to the City Clerk should indicate what item of the agenda the comment relates to. Comments received by 3:00 pm will be electronically forwarded to the City Council and posted on the City's website. Comments received after 3:00 pm, but before the start time of the meeting will be electronically forwarded to the City Council, but will not be posted on the City's website. Comments received after the start time of the meeting, but prior to the close of the public comment period for an item will be read into the record, with a maximum allowance of 5 minutes per individual comment, subject to the Mayor's discretion. All comments should be limited to a

maximum of 750 words, which corresponds to approximately 5 minutes of speaking time. If a comment is received after the agenda item is heard, but before the close of the meeting, the comment will still be included as a part of the record of the meeting but will not be read into the record.

Additionally, the public may provide live public comment via Zoom on a particular agenda item during the public comment period for that item by calling into the number listed below and entering the Meeting ID number and password. After dialing in, you will automatically be placed on hold until the moderator releases your call to provide public comment. Your comments will be limited to 5 minutes. After you have made your comments the host will mute your audio.

Call in Number to Provide Public Comment via Zoom: 1-669-900-9128
Meeting ID: 870 8373 9886
Password: 905296

Any member of the public who needs accommodations should email City Clerk Lisa Wolfe at lwolfe@ci.benicia.ca.us, who will use her best efforts to provide as much accessibility as possible while also maintaining public safety.

Call To Order

1. Convene Open Session (7:00 P.M.)

2. Roll Call

3. Pledge Of Allegiance

4. Reference To The Fundamental Rights Of The Public

The fundamental rights of each member of the public can be found in the municipal code posted on the City's website per section 4.04.030 of the City of Benicia's Open Government Ordinance.

5. Announcements

5.A - OPENINGS ON BOARDS AND COMMISSIONS

- Community Sustainability Commission
 - 1 Partial Term, Expiring July 31, 2021
 - 1 Partial Term, Expiring January 31, 2022
 - 1 Full Term, Expiring January 31, 2023
 - 1 Full Term, Expiring July 31, 2023

- Historic Preservation Review Commission
 - 2 Full Terms, Expiring January 31, 2024

- Housing Authority Board
1 Full Term, Expiring January 31, 2024
2 Tenant Terms, Expiring January 31, 2022
- Planning Commission
1 Full Term, Expiring January 31, 2024
- Sky Valley Open Space Committee
2 Full Terms, Expiring January 31, 2024
- Open Government Commission
1 Full Term, Expiring January 31, 2024

6. Proclamations

None

7. Appointments

None

8. Presentations

None

9. Adoption Of Agenda

10. Opportunity For Public Comments

Members of the public may provide public comments to the City Clerk by email at lwolfe@ci.benicia.ca.us. Any comment submitted to the City Clerk should indicate what item of the agenda the comment relates to. Comments received by 3:00 pm will be electronically forwarded to the City Council and posted on the City’s website. Comments received after 3:00 pm, but before the start time of the meeting will be electronically forwarded to the City Council, but will not be posted on the City’s website. Comments received after the start time of the meeting, but prior to the close of the public comment period for an item will be read into the record, with a maximum allowance of 5 minutes per individual comment, subject to the Mayor’s discretion. All comments should be limited to a maximum of 750 words, which corresponds to approximately 5 minutes of speaking time. If a comment is received after the agenda item is heard, but before the close of the meeting, the comment will still be included as a part of the record of the meeting but will not be read into the record.

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Call in Number to Provide Public Comment via Zoom: 1-669-900-9128

11. Written Comment

12. Public Comment

13. Consent Calendar

Items listed on the Consent Calendar are considered routine and will be enacted, approved or adopted by one motion unless a request for removal or explanation is received from a Council Member, Staff or member of the public. Items removed from the Consent Calendar shall be considered immediately following the adoption of the Consent Calendar.

13.A - APPROVAL OF CITY COUNCIL MINUTES FROM APRIL 21, 2020 (City Clerk)

Recommendation:

Approve the minutes.

[April 21, 2020 City Council Meeting Minutes](#)

13.B - ADOPTION OF A NEW JOB DESCRIPTION AND UPDATED SALARIES FOR PUBLIC WORKS AND THE FIRE DEPARTMENT (Human Resources Manager)

On October 1, 2019, Council approved accepting a Staffing for Adequate Fire and Emergency Response (SAFER) Grant. The grant partially funds three limited-term firefighter positions as well as the creation of a limited term Fire Lieutenant job classification. The proposed resolution would approve the job description and salary for the Fire Lieutenant job classification.

In addition, three other positions in the City remain vacant after recruitment attempts have not yielded qualified applicants: Community Preservation Officer, Water Treatment Superintendent, and Water Treatment Supervisor. The salaries for all three positions are significantly below the area labor market and the proposed resolution increases the salaries to make them more competitive to qualified applicants. Increasing the salaries of the two Water Treatment positions creates salary alignment concerns with the equivalent Wastewater Plant positions; those concerns are addressed in the proposed resolution. The budget impacts for the recommended salary changes are as follows: approximately \$34,000 to the General Fund; approximately \$126,102 between both Water and Wastewater Enterprise Funds.

Recommendation:

Move to adopt the resolution (Attachment 1) approving the job description for Fire Lieutenant (Attachment 2) and salaries for Fire Lieutenant, Community Preservation Officer, Water Treatment Superintendent, Wastewater Treatment Superintendent, Water Supervisor, Wastewater Treatment Supervisor, and Deputy Director of Public Works – Utilities and the modification to the allocation of positions and corresponding budget adjustments as described in this report.

[Staff Report - Job Description and Updated Salaries](#)

[1. Resolution - Job Description and Updated Salaries](#)

[2. Job Description - Fire Lieutenant](#)

13.C - REQUEST FOR FUNDING FOR ACTIVE TRANSPORTATION PROGRAM SAFE ROUTES TO SCHOOLS PROJECT (Public Works Director)

The Active Transportation Program (ATP) Safe Routes to Schools (SR2S) Project will construct traffic and pedestrian safety improvements at five (5) schools in the City of Benicia and two (2) schools in the City of Vallejo (locations and scope of work are summarized in this report). Approval of funding for the construction phase is necessary to deliver the project and allow completion in Fiscal Year 20/21.

Recommendation:

Move to adopt a resolution (Attachment 1) approving funding for the ATP SR2S Project, which includes a budget adjustment from general fund reserves in the amount of \$218,672.

[Staff Report - Funding Request for ATP Safe Routes to Schools Project](#)

[1. Resolution - Approval of Funding Request for ATP SR2S Project](#)

13.D - AWARD OF CONSTRUCTION CONTRACT FOR THE WATER TREATMENT PLANT UTILITY WATER SYSTEM IMPROVEMENT PROJECT (Public Works Director)

The Water Treatment Plant's (WTP) Utility Water System is a critical element of the chemical conveyance system used for treating potable water. The existing system has failed and caused flooding and damage to components in the basement of the WTP Operations Building. Cannon Corporation performed engineering design services for the new system, and construction bids were solicited. Bartley Pump PM, LLC submitted the lowest responsive and responsible bid for this project.

Recommendation:

Move to adopt a resolution (Attachment 1) accepting the bids for the Water Treatment Plant Utility Water System Improvement Project, awarding the construction contract (Attachment 2) to Bartley Pump PM, LLC of Santa Rosa, CA, the lowest responsive and responsible bidder, in the amount of \$218,686.61, and authorizing the City Manager to sign the contract and any change orders on behalf of the City not-to-exceed \$240,555.27, which includes a 10% construction contingency.

[Staff Report - Water Treatment Plant Utility Water System Improvement Project](#)

[1. Resolution - Water Treatment Plant Utility Water System Improvement Project](#)

[2. Construction Contract – Bartley Pump PM, LLC](#)

13.E - A RESOLUTION RATIFYING THE ORDER OF THE DIRECTOR OF EMERGENCY SERVICES (CITY MANAGER) OF THE CITY OF BENICIA REGARDING BUSINESS INTERRUPTIONS STEMMING FROM PHYSICAL LOSS AND/OR DAMAGE TO PROPERTIES WITHIN THE CITY OF BENICIA (City Attorney)

The proposed resolution ratifies the order of the Director of Emergency Services (City Manager) of the City of Benicia and finds that the novel coronavirus has caused business interruptions stemming from direct physical loss and/or damage to properties within the City of Benicia.

Recommendation:

Move to adopt the resolution (Attachment 1) of the City Council of the City of Benicia ratifying the order of the Director of Emergency Services (City Manager) of the City of Benicia No. 20-2 (See Attachment 2) and finding that the novel coronavirus has caused business interruptions stemming from direct physical loss and/or damage to properties within the City of Benicia.

[Staff Report - Resolution Ratifying Emergency Services Order 20-2](#)

[1. Resolution - Ratifying Emergency Services Order 20-2](#)

[2. Emergency Services Order 20-2](#)

13.F - APPROVAL TO WAIVE THE READING OF ALL ORDINANCES INTRODUCED OR ADOPTED PURSUANT TO THIS AGENDA (City Attorney)

14. Business Items

14.A - APPROVE THE CONTRACT WITH MIRROR CONSULTING GROUP, LLC TO DRAFT A PLAN FOR THE CREATION OF A JOINT POWERS AGREEMENT FORMING THE SOLANO COUNTY REGIONAL RADIO COMMUNICATIONS SYSTEM (Police Chief)

Solano County does not currently have a cohesive regional public safety communication system. While every other county in the Bay Area has created or joined a modern regional communications system, Solano County has remained a patchwork of different, often independently operated, systems of various frequencies and bandwidths. The public safety leadership of the County has agreed to move forward to create a roadmap for the creation of a Joint Powers Agreement (JPA) to create the Solano County Regional Radio Communications System. Mirror Consulting Group, LLC, is familiar with Solano County and has specific knowledge of the creation and management of a regional radio JPA. An increase in the Police Department general fund budget is needed to allow the City to enter into contract with Mirror Consulting Group, LLC, as lead municipality in the creation of this JPA. All eight Charter Members, which consist of Solano County, Benicia, Dixon, Fairfield, Rio Vista, Suisun City, Vacaville, and Vallejo, will be responsible for an equal portion of the contract, and the City will be reimbursed by the other seven Charter Members for their portions.

Recommendation:

Move to approve the resolution (Attachment 1), approving an increase of \$185,503 in the Police Department general fund budget, approving an agreement with Mirror Consulting Group, LLC (Attachment 2) to draft a plan for the creation of a Joint Powers Agreement forming the Solano County Regional Radio Communications System, and authorizing the City Manager to sign the agreement and any change orders on behalf of the City for an amount of \$184,350, with an additional 15% contingency of \$27,653 for a total amount not to exceed \$212,003.

[Staff Report - JPA Agreement Forming the Solano County Regional Radio Communications System](#)

[1. Resolution - JPA Agreement Forming the Solano County Regional Radio Communications System](#)

[2. Agreement with Mirror Consulting, LLC](#)

[3. Letter of Agreement](#)

[4. Letters of Support](#)

14.B - GENERAL FUND FINANCIAL FORECAST IN RESPONSE TO COVID-19 PANDEMIC (Finance Director)

Staff has reviewed the City's General Fund budget and created an initial financial forecast in response to the novel coronavirus (COVID-19) and its estimated impacts on the City's local economy. The forecast focuses primarily on the City's revenues and incorporates information sourced from economic experts as well as financial trend analysis based on the City's economic history. Due to the quick-changing nature of information and action from both the State and City in response to COVID-19, staff prepared this forecast to present a potential scenario based on the best available information available at the time it was prepared. The purpose of the forecast is to review and discuss the potential budgetary impacts, with the intent to adjust the budget when staff returns with a mid-cycle budget update in June 2020. There is no action or budget adjustment associated with this report.

Recommendation:

Move to accept the General Fund Financial Forecast for Fiscal Years 2019-2021 as shown in Attachment 1.

[Staff Report - General Fund Financial Forecast in Response to COVID-19 Pandemic](#)

[1. General Fund Financial Forecast](#)

15. Adjournment (9:15 P.M.)

Public Participation

The Benicia City Council and its Boards and Commissions welcome public participation.

Pursuant to the Brown Act, each public agency must provide the public with an opportunity to speak on any matter within the subject matter jurisdiction of the agency and which is not on the agency's agenda for that meeting. The City Council allows speakers to speak on non-agendized matters under public comment, and on agendized items at the time the agenda item is addressed at the meeting. Comments are limited to no more than five minutes per speaker. By law, no action may be taken on any item raised during the public comment period although informational answers to questions may be given and matters may be referred to staff for placement on a future agenda of the City Council.

Should you have material you wish to enter into the record, please submit it to the City Manager.

Disabled Access or Special Needs

In compliance with the Americans with Disabilities Act (ADA) and to accommodate any special needs, if you need special assistance to participate in this meeting, please contact Alan Shear, the ADA Coordinator, at (707) 746-4200. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting.

Meeting Procedures

All items listed on this agenda are for Council discussion and/or action. In accordance with the Brown Act, each item is listed and includes, where appropriate, further description of the item and/or a recommended action. The posting of a recommended action does not limit, or necessarily indicate, what action may be taken by the City Council.

Pursuant to Government Code Section 65009, if you challenge a decision of the City Council 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. You may also be limited by the ninety (90) day statute of limitations in which to challenge in court certain administrative decisions and orders (Code of Civil Procedure 1094.6) to file and serve a petition for administrative writ of mandate challenging any final City decisions regarding planning or zoning.

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

Public Records

The agenda packet for this meeting is available at the City Manager's Office and the Benicia Public Library during regular working hours. To the extent feasible, the packet is also available on the City's web page at www.ci.benicia.ca.us under the heading "Agendas and Minutes." Public records related to an open session agenda item that are distributed after the agenda packet is prepared are available before the meeting at the

City Manager's Office located at 250 East L Street, Benicia, or at the meeting held in the Council Chambers. If you wish to submit written information on an agenda item, please submit to the City Clerk as soon as possible so that it may be distributed to the City Council. A complete proceeding of each meeting is also recorded and available through the City Clerk's Office.

Contact Your Council Members

If you would like to contact the Mayor or a Council Member, please call the number listed below to leave a voicemail message.

Mayor Patterson: 746-4213

Vice Mayor Strawbridge: 746-4213

Council Member Campbell: 746-4213

Council Member Young: 746-4213

Council Member Largaespada: 746-4213

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MINUTES OF THE
REGULAR MEETING – CITY COUNCIL
APRIL 21, 2020
7:00 PM

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

CORONAVIRUS (COVID-19) ADVISORY NOTICE

CALL TO ORDER

Mayor Patterson called the meeting to order at 7:00 p.m.

1) **CONVENE OPEN SESSION (7:00 P.M.)**

2) **ROLL CALL**

All Council Members were present.

3) **PLEDGE OF ALLEGIANCE**

4) **REFERENCE TO THE FUNDAMENTAL RIGHTS OF THE PUBLIC**

5) **ANNOUNCEMENTS**

5.A - **OPENINGS ON BOARDS AND COMMISSIONS**

6) **PROCLAMATIONS**

7) **APPOINTMENTS**

7.A - **MAYOR'S REAPPOINTMENT OF SUSAN GARSKE TO THE ARTS AND CULTURE COMMISSION FOR A FULL TERM ENDING JANUARY 31, 2024**

1. Resolution - Garske 

RESOLUTION 20-33 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING THE MAYOR'S REAPPOINTMENT OF SUSAN GARSKE TO THE ARTS AND CULTURE COMMISSION FOR A FULL TERM ENDING JANUARY 31, 2024

On motion of Mayor Patterson, Council approved the adoption of Resolution 20-33, on a roll call by the following vote:

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Ayes: Council Member Campbell, Council Member Largaespada, Vice Mayor Strawbridge, Council Member Young, Mayor Patterson

Noes: (None)

7.B - MAYOR'S REAPPOINTMENT OF MARY EICHBAUER TO THE LIBRARY BOARD OF TRUSTEES FOR A FULL TERM ENDING JULY 31, 2022

1. Resolution - Eichbauer 

RESOLUTION 20-34 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING THE MAYOR'S REAPPOINTMENT OF MARY EICHBAUER TO THE LIBRARY BOARD OF TRUSTEES FOR A FULL TERM ENDING JULY 31, 2022

On motion of Mayor Patterson, Council approved the adoption of Resolution 20-34, on a roll call by the following vote:

Ayes: Council Member Campbell, Council Member Largaespada, Vice Mayor Strawbridge, Council Member Young, Mayor Patterson

Noes: (None)

7.C - MAYOR'S REAPPOINTMENT OF TREVOR MACENSKI TO THE PLANNING COMMISSION FOR A FULL TERM ENDING JANUARY 31, 2024

1. Resolution - Macenski 

RESOLUTION 20-35 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING THE MAYOR'S REAPPOINTMENT OF TREVOR MACENSKI TO THE PLANNING COMMISSION FOR A FULL TERM ENDING JANUARY 31, 2024

On motion of Mayor Patterson, Council approved the adoption of Resolution 20-35, on a roll call by the following vote:

Ayes: Council Member Campbell, Council Member Largaespada, Vice Mayor Strawbridge, Council Member Young, Mayor Patterson

Noes: (None)

7.D - MAYOR'S REAPPOINTMENT OF DAINA DRAVNIIEKS APPLE TO THE PLANNING COMMISSION FOR A FULL TERM ENDING JANUARY 31, 2024

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1. Resolution - Dravnieks-Apple 

RESOLUTION 20-36 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING THE MAYOR’S REAPPOINTMENT OF DAINA DRAVNIKS APPLE TO THE PLANNING COMMISSION FOR A FULL TERM ENDING JANUARY 31, 2024

On motion of Mayor Patterson, Council approved the adoption of Resolution 20-36, on a roll call by the following vote:

Ayes: Council Member Campbell, Council Member Largaespada, Vice Mayor Strawbridge, Council Member Young, Mayor Patterson

Noes: (None)

8) PRESENTATIONS

9) ADOPTION OF AGENDA

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

Ayes: Council Member Campbell, Council Member Largaespada, Vice Mayor Strawbridge, Council Member Young, Mayor Patterson

Noes: (None)

10) OPPORTUNITY FOR PUBLIC COMMENTS

11) WRITTEN COMMENT

Lisa Wolfe, City Clerk, read the following written comments into the record:
1. Stan Golovich - Mr. Golovich submitted a letter in support of allowing Authentic 707 (Cannabis retail sales) to operate at the East N Street location in Benicia.
2. David Dodd - Mr. Dodd read a statement regarding Nation Library Week.

12) PUBLIC COMMENT

13) CONSENT CALENDAR

13.A - APPROVAL OF CITY COUNCIL MINUTES FROM APRIL 7, 2020 (City Clerk)

[April 7, 2020 City Council Meeting Minutes](#) 

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13.B - APPROVAL OF TASK ORDER NO. 4 WITH CULLEN-SHERRY & ASSOCIATES, INC. FOR DREDGE ENGINEERING SERVICES OF THE BENICIA MARINA (Public Works Director)

- Staff Report - Dredge Engineering Services of the Benicia Marina 
1. Resolution - Dredge Engineering Services of the Benicia Marina 
2. Task Order No. 4 with Cullen-Sherry & Associates, Inc. 

RESOLUTION 20-37 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING TASK ORDER NO. 4 WITH CULLEN-SHERRY & ASSOCIATES, INC. FOR DREDGE ENGINEERING SERVICES OF THE BENICIA MARINA

13.C - APPROVAL OF PAYMENT OF EMERGENCY PUMP STATION 3 ELECTRICAL SYSTEM REPAIRS (Public Works Director)

- Staff Report - Approval of Payment of Emergency Pump Station 3 Electrical System Repairs 
1. Resolution - Approval of Payment of Emergency Pump Station 3 Electrical System Repairs 

RESOLUTION 20-38 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA RATIFYING THE CITY MANAGER'S DECLARATION OF THE EXISTENCE OF A CONTRACTING EMERGENCY DUE TO PUMP STATION 3 FAILURE AND TERMINATING THE EMERGENCY ACTION NOW THAT EMERGENCY REPAIRS ARE COMPLETE

13.D - SECOND READING AND ADOPTION OF AN ORDINANCE AMENDING BENICIA MUNICIPAL CODE CHAPTERS 1.36 (VOLUNTARY CODE OF FAIR CAMPAIGN PRACTICES) AND 1.40 (DISCLOSURE OF CONTRIBUTIONS AND EXPENDITURES IN CANDIDATE AND BALLOT MEASURE ELECTIONS) REGARDING POLITICAL ACTION COMMITTEES (City Attorney)

- Staff Report - Amendments to Campaign Regulations Regarding Political Action Committees 
1. Ordinance - Amendments to Campaign Regulations Regarding Political Action Committees 

ORDINANCE 20-4 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BENICIA AMENDING BENICIA MUNICIPAL CODE CHAPTERS 1.36 (VOLUNTARY CODE OF FAIR CAMPAIGN PRACTICES) AND 1.40 (DISCLOSURE OF CONTRIBUTIONS AND EXPENDITURES IN CANDIDATE AND BALLOT MEASURE ELECTIONS) REGARDING POLITICAL ACTION COMMITTEES

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13.E - APPROVAL TO WAIVE THE READING OF ALL ORDINANCES INTRODUCED OR ADOPTED PURSUANT TO THIS AGENDA (City Attorney)

On motion of Council Member Largaespada, seconded by Vice Mayor Strawbridge, Council approved the Consent Calendar, as presented, on a roll call by the following vote:

Ayes: Council Member Campbell, Council Member Largaespada, Vice Mayor Strawbridge, Council Member Young, Mayor Patterson

Noes: (None)

14) BUSINESS ITEMS

14.A - 2020 WATER AND WASTEWATER UTILITIES UPDATE (Public Works Director)

Staff Report - Water and Wastewater Utilities Update 

1. City Council Resolution No. 16-117 

2. Water and Wastewater True-Up Analysis - Prepared by NBS April 13, 2020 

Kyle Ochenduszko, Deputy Director, Public Works, and James Russell-Field, Assistant Finance Director, reviewed the staff report and a PowerPoint presentation.

Council Member Campbell and Staff discussed the bonds that will be going away, when the debt service would be done (2021), the water meters and how many more years the City has to pay the water debt service (May 2032), the City's reserves, the long-term capital expenses, and how much needs to be set aside for reserves.

Vice Mayor Strawbridge and Staff discussed the impact of the Covid-19 shelter in place on the City's water usage, whether there were things in the works for possible revenue sources from the federal government, water and sewer maintenance charges on the City's water bills.

Council Member Young and Staff discussed the City's water meters, how the 'lost' water that was a problem prior to the new meters going in has improved, the expenses for salary and benefits, how the City's costs compare with other agencies, how the City pays for capital projects, and what would happen to Valero's water in the event of a power safety shut off.

Council Member Largaespada and Staff discussed the wastewater estimates being off, the City's anticipated reserve balance affecting the City's ability to access grants and low interest loans, and the need to continue making incremental adjustments to make sure revenue keeps up with expenses.

Public Comment (Written):

Lisa Wolfe, City Clerk, read the following comments into the record:

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1. Greg Gartrell - Mr. Gartrell submitted a letter (copy on file) regarding concerns with debt service, capital projects, backup staffing, and suggestions to address the bi-monthly bills.
2. Thomas Steffens - Mr. Steffens submitted an email (copy on file) regarding concerns with water losses and increased operating expenses.

Mayor Patterson and Staff discussed the issues of an Integrated Water Management Project, water planning, and of putting the fixed costs that are on the water bills onto property taxes.

Public Comment (Callers):

1. Trevor Macenski - Mr. Macenski - Mr. Macenski discussed the issues of rates, fee structures, and the timing of water and wastewater projections for capital improvement projects.

Mayor Patterson would like to see a discussion about giving direction to Staff to come back to Council with a time frame for a rate study and the methodology which could include a stakeholder process.

Council Member Young and Staff discussed the NBS true up report, Staff's analysis for wastewater cash balances, the Stantec contract, Prop 1, and whether the water treatment plant is fortified enough to be protected against rising water.

Council Member Largaespada and Staff discussed how the City could focus on families and businesses that are hurting because of Covid-19, whether the next rate increase could be frozen, and how the City could help the businesses and citizens.

Mayor Patterson stated she thought freezing the water rates could be reckless, support for looking at those who have been impacted by Covid 19 and a loss of job, and coming up with some way of giving them some relief.

Council Member Campbell and Staff discussed the water and wastewater rate increases, not doing the water rate increase for the last year, the need to do something for businesses and residents, and a suggestion to try and get Valero to send a letter saying they will work on the water reuse project.

Vice Mayor Strawbridge and Staff discussed what the cost would be to freeze the next water rate increase (\$300,000), the need to look at everything to try and help the residents, possibly using some of the unassigned money to supplement the 5% increase, the need to continue the conservation efforts, and the need to be creative in looking at all the options.

Council Member Young discussed the need to give some assistance to people affected by the Covid-19 crisis (laid off, furloughed, etc.), possibly waiving one billing cycle for those people, waiting on doing anything to the rates until the Stantec report comes out,

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and putting the fixed costs from the water bills onto the property tax bills. He read an email he sent to Council and Staff before the start of the meeting (copy on file).

Mayor Patterson stated she heard general consensus on getting the City's conservation efforts out, looking at some sort of relief for people affected by Covid-19, looking at some sort of billing change (monthly, rolling it over to fixed cost, putting it on the property tax bills etc.) and a general cost of what it would take to do that, and delaying the increase until the Stantec report comes out.

Mr. Ochendusko stated Staff could look into those suggestions. He discussed the issue of costs, reserves, Staff's concerns about the effect of Covid-19 on residents and being able to provide some sort of relief (possible hurdles with the payment holiday idea), and the resources the Family Resource Center (FRC) can provide to residents.

Lorie Tinfow, City Manager, stated if there was consensus from Council to adopt the package described by the Mayor above, she was clear on the direction. The Stantec study will come back to Council in the summer. Regarding billing changes, Staff agrees with Council on the idea of moving the fixed costs to the property tax bills, although timing is an issue and it would probably not happen until the 2021-2022 Fiscal Year. If the City switched to monthly billing, it would actually increase the required staff, so that is not a viable option. Regarding Covid-19 relief support, there are funds available for residents through the FRC.

Council Member Young discussed the need to provide relief for businesses, which the FRC does not cover. He would like an update on the Water Reuse Project with Valero. Ms. Tinfow asked Council to give Staff a chance to draft a report and bring it back to Council.

Council Member Campbell stated that putting the fixed water costs on property taxes was like a shell game, and he could not go along with it.

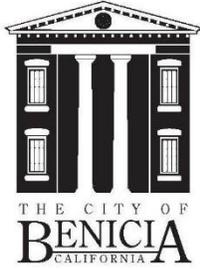
15) **COUNCIL MEMBER COMMITTEE REPORTS:**

15.A - COUNCIL MEMBER COMMITTEE REPORTS

[Committee Reports](#) 

16) **ADJOURNMENT (10:00 P.M.)**

Mayor Patterson adjourned the meeting at 10:26 p.m.



**AGENDA ITEM
CITY COUNCIL MEETING DATE – MAY 5, 2020
CONSENT CALENDAR**

TO : City Manager

FROM : Human Resources Manager

SUBJECT : **ADOPTION OF A NEW JOB DESCRIPTION AND UPDATED SALARIES FOR PUBLIC WORKS AND THE FIRE DEPARTMENT**

EXECUTIVE SUMMARY:

On October 1, 2019, Council approved accepting a Staffing for Adequate Fire and Emergency Response (SAFER) Grant. The grant partially funds three limited-term firefighter positions as well as the creation of a limited term Fire Lieutenant job classification. The proposed resolution would approve the job description and salary for the Fire Lieutenant job classification.

In addition, three other positions in the City remain vacant after recruitment attempts have not yielded qualified applicants: Community Preservation Officer, Water Treatment Superintendent, and Water Treatment Supervisor. The salaries for all three positions are significantly below the area labor market and the proposed resolution increases the salaries to make them more competitive to qualified applicants. Increasing the salaries of the two Water Treatment positions creates salary alignment concerns with the equivalent Wastewater Plant positions; those concerns are addressed in the proposed resolution. The budget impacts for the recommended salary changes are as follows: approximately \$34,000 to the General Fund; approximately \$126,102 between both Water and Wastewater Enterprise Funds.

RECOMMENDATION:

Move to adopt the resolution (Attachment 1) approving the job description for Fire Lieutenant (Attachment 2) and salaries for Fire Lieutenant, Community Preservation Officer, Water Treatment Superintendent, Wastewater Treatment Superintendent, Water Supervisor, Wastewater Treatment Supervisor, and Deputy Director of Public Works – Utilities and the modification to the allocation of positions and corresponding budget adjustments as described in this report.

BUDGET INFORMATION:

For the Fire Lieutenant positions, there is no additional budget impact associated with the proposed resolution and budget adjustments. The October 2019 staff report and resolution approved the budget allocations for the SAFER Grant. The cost associated with the Fire Lieutenant positions was listed to be approximately \$10,541.75 for FY 19-20; \$31,994.22 for FY

20-21; \$32,363.18 for FY 21-22; and \$33,062.76 for FY 22-23. The amounts are modest enough to be covered by other budget adjustments. These position changes are achieved by internal promotions of three employees and do not change the overall full-time employee allocation.

For the Community Preservation Officer, the total budget impact for the proposed salary increase is approximately \$34,000 for FY20-21.

For the Water Treatment Plant and Wastewater Treatment Plant positions, the anticipated budget impacts total approximately \$126,102 in FY20-21. All salary increases will be paid from the appropriate water or wastewater enterprise fund with no impact to the general fund. The FY20-21 cost breakdown per position is as follows: Water Treatment Plant Superintendent: \$23,323; Water Treatment Plant Supervisor: \$34,028; Wastewater Treatment Plant Superintendent: \$39,788; Wastewater Treatment Plant Supervisor: \$17,296; Deputy Director of Public Works – Utilities: 11,667.

BACKGROUND:

The Fire Department currently includes the classification of Fire Captain. The proposed position of Fire Lieutenant will allow for shift supervision of the employees assigned to apparatus pursuant to the SAFER Grant. The Fire Lieutenant will assist the Fire Captain with supervising the shift and allows for continuity in supervision of the shift and deployment of resources.

Periodically, the City reviews the compensation for vacant classifications that are challenging to fill with qualified applicants. The classification of Community Preservation Officer, also in the Fire Department, is currently vacant and has been difficult to fill. The position performs a variety of duties, including, but not limited to, the following:

- inspect land parcels, structures, vehicles and storage of materials for compliance with applicable fire, zoning, planning, traffic and other codes and laws;
- provide notification of code violations to property owners;
- investigate code violations and issue appropriate warnings and citations.

The current salary for the Community Preservation Officer is approximately 25% below the labor market. The position has been vacant for several months and the lower salary correlates to the recent difficulty in trying to fill the position. Staff believes the proposed salary increase will attract qualified applicants to the position.

Similar challenges exist in trying to fill the vacancies of the Water Treatment Superintendent and Supervisor positions, respectively. Both positions are critical to maintaining the City’s water treatment plant and water system and have been vacant for several months; attempts to fill them have not been fruitful. Recent labor market salary information indicates salaries for both positions are approximately 20% below comparative agencies. Adding to the recruitment challenges, both positions require obtaining and maintaining a high level of state certification. Only a handful of individuals statewide are able to achieve and maintain the level of required certification; thereby increasing the difficulty in attracting qualified applicants when neighboring agencies have significantly higher salaries. The proposed salaries for these two positions will allow Benicia to competitively recruit highly qualified applicants.

An unintended consequence of increasing the salaries of the Water Treatment Superintendent and Supervisor is the internal compensation alignment of the Superintendent and Supervisor at the Wastewater Treatment Plant. The Wastewater Superintendent and Supervisor require similar technical expertise and certification to operate the critical plant facility. While the positions at the Wastewater Treatment Plant are not vacant, it is important to maintain relative salary parity with those at the Water Treatment Plant. Therefore, the proposed resolution includes the salary adjustments for the Wastewater Treatment Superintendent and Supervisor.

Finally, increasing the salary of both Plant Superintendents creates salary compaction between the Superintendents and the Deputy Director of Public Works – Utilities. The proposed resolution addresses this compaction by allowing the Deputy Director of Public Works – Utilities to receive a 5% salary increase for holding a Professional Engineer (P.E.) license. This 5% increase is currently provided to the Deputy Director of Public Works – Operations/City Engineer.

NEXT STEPS:

If the Council approves the recommended actions, staff will take the administrative steps necessary to implement the changes and update any other applicable documents.

ALTERNATIVE ACTIONS:

Without Council approval of adjusted salary ranges for the recommended positions, no changes will be made.

General Plan	Goal 2.28 Improve and maintain public facilities and services.
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Priority Based Budgeting	Strategic City Result Impacted by this Agenda Item
	The City Council and community identified six (6) key “Results” that establish the key goals for which the City of Benicia aspires to achieve with our programs and services. Agenda Items often influence multiple Results, the primary Result impacted by this Agenda Item is (please check one):
	<input checked="" type="checkbox"/> Protect Community Health & Safety <input type="checkbox"/> Maintain & Enhance A High Quality of Life <input checked="" type="checkbox"/> Preserve & Enhance Infrastructure <input type="checkbox"/> Strengthen Economic & Fiscal Conditions <input type="checkbox"/> Protect & Enhance the Environment <input checked="" type="checkbox"/> High Performing Government
	City Programs Impacted by This Agenda Item (Top 3):
	<ol style="list-style-type: none"> 1. Human Resources – Compensation Administration 2. Fire Department – Administration 3. Public Works - Administration
	Priority Based Budgeting (PBB) Website:
	Coming soon in Spring 2020 will be a link to the City of Benicia’s PBB website to learn more about these programs and their costs.

**CEQA
Analysis**

The requested action is exempt from CEQA because it will not result in a direct or indirect physical change in the environment and therefore is not a project as defined in CEQA Guidelines Section 15378.

ATTACHMENTS:

1. Resolution – Job Description and Updated Salaries
2. Job Description – Fire Lieutenant

For more information contact: Kim Imboden, Human Resources Manager

Phone: (707) 746-4205

E-mail: kimboden@benicia.org

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING THE JOB DESCRIPTION AND SALARY OF FIRE LIEUTENANT AND SALARY INCREASES TO COMMUNITY PRESERVATION OFFICER, WATER TREATMENT SUPERINTENDENT, WATER TREATMENT SUPERVISOR, WASTEWATER SUPERINTENDENT, WASTEWATER SUPERVISOR, AND DEPUTY DIRECTOR OF PUBLIC WORKS – UTILITIES

WHEREAS, job descriptions are routinely developed and reviewed for adherence to industry standards and best practices, State and local agency requirements, and the needs and requirements of the organization; and

WHEREAS, the approval of the Staffing for Adequate Fire and Emergency Response (SAFER) Grant authorized creating of the job classification and job description of Fire Lieutenant; and

WHEREAS, the salary range for the Fire Lieutenant will be set at 5% above Fire Fighter Engineer; and

WHEREAS, the salary range will be as follows:

Fire Lieutenant

\$8,053.33 \$8,456.00 \$8,878.80 \$9,322.74 \$9,788.88

WHEREAS, the City periodically reviews salary ranges for vacant positions that are challenging to fill; and

WHEREAS, the positions of Community Preservation Officer, Water Treatment Superintendent and Water Treatment Supervisor are currently vacant and recent attempts to fill all three positions have not yielded qualified candidates; and

WHEREAS, current salary data from the area labor market shows all three job classifications are significantly below market average, thereby making it difficult to fill these vacant positions; and

WHEREAS, an unintended consequence of increasing the salaries of the Water Treatment Superintendent and Supervisor is the internal compensation alignment of the Superintendent and Supervisor at the Wastewater Treatment Plant, and the Deputy Director of Public Works - Utilities; and

WHEREAS, it is important to maintain relative salary parity between both utility plant facilities, salary adjustments are recommended for the Wastewater Treatment Superintendent and Supervisor, and

WHEREAS, increasing the salary of both Superintendents creates salary compaction between the Superintendents and the Deputy Director of Public Works – Utilities, it is recommended to adjust the salary of the Deputy Director of Public Works – Utilities; and

WHEREAS, the salary ranges will be as follows:

Community Preservation Officer

\$5,544.12 \$5,821.32 \$6,112.39 \$6,418.01 \$6,738.91

Water Treatment Supervisor

\$8,426.12 \$8,847.42 \$9,289.80 \$9,754.29 \$10,242.00

Water Treatment Superintendent

\$9,186.30 \$9,645.61 \$10,127.89 \$10,634.29 \$11,166.00

Wastewater Treatment Supervisor

\$7,820.61 \$8,211.64 \$8,622.22 \$9,053.33 \$9,506.00

Wastewater Treatment Superintendent

\$9,860.09 \$10,353.09 \$10,870.75 \$11,414.29 \$11,985.00

Deputy Director of Public Works - Utilities

\$10,510.81 \$11,036.35 \$11,588.17 \$12,167.58 \$12,775.96

WHEREAS, the City will continue to review and make recommendations for changes to job descriptions and salaries as appropriate.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia hereby approves the position allocation and job description for the classification of Fire Lieutenant and the salary range listed above.

BE IT FURTHER RESOLVED THAT the City Council of the City of Benicia hereby approves the salary ranges listed above for the classifications of Community Preservation Officer, Water Treatment Superintendent, Water Treatment Supervisor, Wastewater Superintendent, Wastewater Supervisor, and Deputy Director of Public Works – Utilities.

BE IT FURTHER RESOLVED THAT the City Council of the City of Benicia authorizes the City Manager to take the necessary administrative steps to implement the amendments approved by this resolution.

On motion of Council Member _____, seconded by Council Member _____, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 5th day of May, 2020 by the following vote:

Ayes:

Noes:

Absent:

Elizabeth Patterson, Mayor

Attest:

Lisa Wolfe, City Clerk

Date



City of Benicia

FIRE LIEUTENANT**Definition**

Under general direction, to be responsible for fire suppression activities on an assigned shift, and the supervision of a Fire Company. To assist the Fire Captain with the supervision of subordinate personnel engaged in training, station and equipment maintenance, to assist and participate in training programs, to engage in firefighting activities, hazardous material incidents, emergency medical aid, emergency rescue and all other suppression and prevention activities in protecting life and property, to drive, operate and maintain all fire apparatus and equipment, and to do related work as required or as assigned.

Distinguishing Characteristics:

Positions in this classification are responsible for the supervision of personnel on an assigned apparatus. The Fire Lieutenant is distinguished from the Firefighter Engineer by the fact that the Firefighter Engineer has no supervisory responsibilities and is directly responsible for driving, operating and maintaining all fire department apparatus and equipment.

Representative Duties: *The representative duties listed include essential and marginal functions that vary by position. Individuals with disabilities will be considered for placement into positions in this class based upon an assessment of the essential functions of the position.*

- Responds to fires, medical incidents, emergency rescues, public service calls, and hazardous material incidents and other emergency situations;
- Assigns personnel and equipment; orders placement of equipment in proper position for effective operation;
- Directs fire suppression and controls operations unless relieved by a superior;
- Supervises and personally assists in laying hose lines, directing streams of water, placing ladders, ventilating buildings, operating extinguishers, and salvage and clean up operations;
- Supervises and personally participates in rescue and Basic Life Support operations;
- Supervises and assists with the return and servicing of equipment after calls;
- Works directly for the Fire Captain and assists with supervision of employees and participates in the proper maintenance of the station quarters and equipment;
- Supervises personnel and maintains discipline;
- Conducts training in firefighting practices and procedures;
- Maintains logs and records and submits reports;
- May relieve a Fire Captain on a relief basis;
- May be required to respond to fire emergencies during non-duty hours;
- Performs related duties as assigned.
- Respond and execute orders issued by Fire Captains and or Chief Officers

Qualifications:

Any combination equivalent to experience and education that could likely provide the required knowledge and abilities will be qualifying. A typical way to acquire the knowledge and abilities would be:

Education:

Highly desired, possess an Associate of Arts or Associate of Science Degree from an accredited institution.

Incumbents are required to be qualified as an 'Acting Captain' within the department.

Experience:

A total of four years of experience with a professional fire department as a career firefighter.

Knowledge of:

- Principles, practices and procedures of modern firefighting and the protection of lives and property;
- Rules and regulations of a Fire Department and operation and maintenance of the apparatus and equipment used in modern firefighting activities;
- Basic Life Support, rescue, and resuscitation equipment and practices;
- Principles of supervision;
- Standard Operating Procedures.

and

Ability to:

- Plan, assign and supervise the work of subordinates;
- Operate apparatus and equipment used in modern firefighting activities;
- Learn local streets, routes of travel and routes from station, and location of public buildings;
- Learn geography, including the location of mains and hydrants, and the major fire hazards of the City;
- Lead personnel effectively and maintain discipline;
- Administer basic live support and operate a variety of rescue equipment;
- Prepare complete and concise reports;
- Establish and maintain cooperative working relationships with employees, management, and the general public;
- Conduct public education training for the general public and private industry.

Special Requirements:

Possess and maintain the required licenses as mandated by the California State Department of Motor Vehicles to drive fire apparatus.

Possess and maintain a valid EMT-1A or EMT-P license with the State of California and accreditation with the Local EMS Authority.

Must possess Fire Officer Certificate issued by the California State Fire Marshal (before December 31, 2016) –or- possess CSFM Company Officer Certificate –or- eligible to begin completion of the Company Officer Task book within eighteen (18) months from date of appointment

Nature of Work:

This position will often require the performance of hazardous tasks under emergency conditions, which may require strenuous exertion under such environmental conditions as smoke and cramped surroundings.

Emergency orders and directions may be given by superior officers but the work requires initiative and a thorough individual understanding of firefighting methods.

The position will require the ability and desire to promote and preserve a good relationship with the general public.

POSITION INFORMATION:

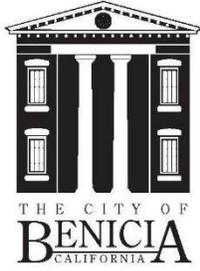
Originated: March 2020

Approved by Civil Service: N/A (Limited Term position)

Approved by City Council:

FLSA: Non-Exempt

Bargaining Unit: BFA



**AGENDA ITEM
CITY COUNCIL MEETING DATE – MAY 5, 2020
CONSENT CALENDAR**

TO : City Manager

FROM : Public Works Director

SUBJECT : **REQUEST FOR FUNDING FOR ACTIVE TRANSPORTATION PROGRAM SAFE ROUTES TO SCHOOLS PROJECT**

EXECUTIVE SUMMARY:

The Active Transportation Program (ATP) Safe Routes to Schools (SR2S) Project will construct traffic and pedestrian safety improvements at five (5) schools in the City of Benicia and two (2) schools in the City of Vallejo (locations and scope of work are summarized in this report). Approval of funding for the construction phase is necessary to deliver the project and allow completion in Fiscal Year 20/21.

RECOMMENDATION:

Move to adopt a resolution (Attachment 1) approving funding for the ATP SR2S Project, which includes a budget adjustment from general fund reserves in the amount of \$218,672.

BUDGET INFORMATION:

The proposed action will allow the City to enter into the construction phase of the project. Funding in the amount of \$218,672 is needed in order to complete the project. Project bids were higher than anticipated, so this leaves a shortfall of \$70,709. The local match for construction is \$92,963 and \$55,000 is owed to City of Vallejo for the design phase and management of the project, for a total of \$218,672.

PROJECT COST		PROJECT FUNDING/BUDGET	
Design	\$55,000	ATP SR2S Grant	\$806,879
Construction	\$973,228	TDA-3 Grant	\$100,000
Construction Contingency	\$97,323	General Fund Reserves	\$218,672
Total Project Cost:	\$1,125,551	Total Project Budget:	\$1,125,551

BACKGROUND:

At the December 20, 2016 Council meeting, the City entered into an agreement with the Solano Transportation Authority (STA) and the City of Vallejo to approve funding for the ATP SR2S Project and management of the project (Resolution No. 16-184). (Click here <https://tinyurl.com/12-20-16-Agenda> to view the December 20, 2016 agenda and see Item 14.C.)

The project consists of pedestrian improvements at five elementary schools in Benicia and two schools in Vallejo.

The project requires close cooperation between STA, City of Vallejo, and City of Benicia staff to ensure the efficient delivery of the project. The design phase of the project has successfully been completed. The City of Vallejo had a bid opening for construction of the project on February 12, 2020. Bids were higher than anticipated, which created a shortfall of \$70,709 for the City’s cost. The City of Vallejo will award the construction contract, as they are the lead on the project.

The current scope of work and cost for the five (5) Benicia schools is tabulated below.

City of Benicia

1. Mary Farmar Elementary School:

Install high visibility yellow crosswalk on Military West at Drolette Way with a pedestrian-actuated flashing beacon and install accessible curb ramps. Install high visibility crosswalk on West 7th Street at Lori Drive with a pedestrian-actuated flashing beacon and install accessible curb ramps. Install accessible curb ramps at front entrance driveway. Revised preliminary scope of work to exclude improving pedestrian overcrossing bridge across Military West and the path along Military West due to steep grades and cost to comply with Americans with Disabilities Act (ADA) compliance issues; Caltrans agreed during field review meeting. The estimated construction cost is \$168,000.

2. Robert Semple Elementary School:

Install high visibility yellow crosswalk, refresh all pavement markings and striping around the school, install a pedestrian-actuated flashing beacon on East S Street and Hillcrest Avenue at East 3rd Street, widen and install sidewalks on East 3rd Street, upgrade lighting in tunnel under I-780, and install accessible curb ramps. Construct sidewalk on the south side of East S Street from East 2nd Street to East 3rd Street (approx. 600 ft. long). The estimated construction cost is \$324,000.

3. Benicia Middle School:

Widen sidewalks along school frontage and install accessible curb ramps. Widen sidewalks west of school driveway entrance at the bus stop, install high visibility crosswalk and a pedestrian-actuated flashing beacon across Panorama Drive near James Court and crossing Southampton Road at Panorama Drive. The estimated construction cost is \$409,000.

4. Joe Henderson Elementary:

Replace sidewalk along school frontage, including north of school driveway entrance and retrofit pathway for ADA accessibility and install accessible curb ramps. The estimated construction cost is \$119,000.

5. St. Dominic School:

Install a pedestrian-actuated flashing beacon at East J and East 5th Streets. The estimated construction cost \$50,000.

NEXT STEPS:

If funding is approved, construction will begin on the Safe Routes to Schools project this summer/fall.

ALTERNATIVE ACTIONS:

If Council chooses not to approve the funding for this project, the City would need to terminate the contract and would still owe City of Vallejo for the design phase and any other associated costs of managing the project on our behalf.

General Plan	Goal 2.28: Improve and maintain public facilities and services.
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Priority Based Budgeting	Strategic City Result Impacted by this Agenda Item
	<p>The City Council and community identified six (6) key “Results” that establish the key goals for which the City of Benicia aspires to achieve with our programs and services. Agenda Items often influence multiple Results, the primary Result impacted by this Agenda Item is (please check one):</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Protect Community Health & Safety <input type="checkbox"/> Maintain & Enhance A High Quality of Life <input checked="" type="checkbox"/> Preserve & Enhance Infrastructure <input type="checkbox"/> Strengthen Economic & Fiscal Conditions <input type="checkbox"/> Protect & Enhance the Environment <input type="checkbox"/> High Performing Government
	City Programs Impacted by This Agenda Item (Top 3):
	<ol style="list-style-type: none"> 1. Bikeway and Pedestrian Improvements 2. Traffic Calming 3. Capital Improvement Program
	Priority Based Budgeting (PBB) Website:
	Coming soon in Spring 2020 will be a link to the City of Benicia’s PBB website to learn more about these programs and their costs.

CEQA Analysis	Approval of funding is not subject to the California Environmental Quality Act (CEQA) under Guidelines Section 15378 (b) (4) because 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 is not considered a project. Future site-specific project will require CEQA analysis and the City of Vallejo has
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	agreed to take the responsibility of the lead agency role under this agreement.
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ATTACHMENT:

1. Resolution – Approval of Funding Request for ATP SR2S Project

For more information contact: Nouae Vue, Senior Civil Engineer

Phone: 707-746-4240

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

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING A REQUEST FOR FUNDING FOR THE ACTIVE TRANSPORTATION PROGRAM SAFE ROUTES TO SCHOOLS PROJECT

WHEREAS, Solano Transportation Authority (STA), the City of Benicia, and the City of Vallejo received \$2.7 million in Active Transportation Program (ATP) Cycle 2 Safe Routes to Schools (SR2S) funding; and

WHEREAS, within the currently agreed construction limits, the City plans to provide safety improvements at Mary Farmer Elementary School, Robert Semple Elementary, Benicia Middle School, Joe Henderson Elementary, and St. Dominic School; and

WHEREAS, the construction work at Mary Farmer Elementary School will install a high visibility yellow crosswalk and pedestrian-actuated flashing beacon on Military West and install a high visibility crosswalk on West 7th Street at Lori Drive with a pedestrian-actuated flashing beacon and install accessible curb ramps at a construction cost of \$168,000; and

WHEREAS, the construction work at Robert Semple Elementary will install a high visibility yellow crosswalk, refresh all pavement markings and striping around the school, install a pedestrian-actuated flashing beacon on East S Street and Hillcrest Avenue at East 3rd Street, widen and install sidewalks on East 3rd Street, upgrade lighting in the tunnel under I-780, install accessible curb ramps, and construct a sidewalk on the south side of East S Street, from East 2nd Street to East 3rd Street, at a construction cost of \$324,000; and

WHEREAS, the construction work at Benicia Middle School will widen sidewalks along school frontage and install accessible curb ramps, widen sidewalks west of the school driveway entrance at the bus stop, and install a high visibility crosswalk and a pedestrian-actuated flashing beacon across Panorama Drive near James Court and crossing Southampton Road at Panorama Drive at a construction cost of \$409,000; and

WHEREAS, the construction work at Joe Henderson Elementary will replace the sidewalk along school frontage, including north of the school driveway entrance, and install accessible curb ramps at a construction cost of \$119,000; and

WHEREAS, the construction work at St. Dominic School will install a pedestrian-actuated flashing beacon at East J and East 5th Streets at a construction cost of \$50,000; and

WHEREAS, the City's share of the grant includes \$55,000 for design and \$92,963 for construction, in addition to the shortfall of \$70,709, bringing the total share of cost to \$218,672.

NOW, THEREFORE, BE IT RESOLVED THAT the Council of the City of Benicia does hereby approve funding for the ATP SR2S Project in the amount of \$218,672 from General Fund Reserves.

On motion of Council Member _____, seconded by Council Member _____, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 5th day of May, 2020 by the following vote:

Ayes:

Noes:

Absent:

Elizabeth Patterson, Mayor

Attest:

Lisa Wolfe, City Clerk

Date



**AGENDA ITEM
CITY COUNCIL MEETING DATE – MAY 5, 2020
CONSENT CALENDAR**

TO : City Manager

FROM : Public Works Director

SUBJECT : **AWARD OF CONSTRUCTION CONTRACT FOR THE WATER TREATMENT PLANT UTILITY WATER SYSTEM IMPROVEMENT PROJECT**

EXECUTIVE SUMMARY:

The Water Treatment Plant’s (WTP) Utility Water System is a critical element of the chemical conveyance system used for treating potable water. The existing system has failed and caused flooding and damage to components in the basement of the WTP Operations Building. Cannon Corporation performed engineering design services for the new system, and construction bids were solicited. Bartley Pump PM, LLC submitted the lowest responsive and responsible bid for this project.

RECOMMENDATION:

Move to adopt a resolution (Attachment 1) accepting the bids for the Water Treatment Plant Utility Water System Improvement Project, awarding the construction contract (Attachment 2) to Bartley Pump PM, LLC of Santa Rosa, CA, the lowest responsive and responsible bidder, in the amount of \$218,686.61, and authorizing the City Manager to sign the contract and any change orders on behalf of the City not-to-exceed \$240,555.27, which includes a 10% construction contingency.

BUDGET INFORMATION:

The project is identified as a critical need for the water treatment facility. This project is ratepayer-funded and is budgeted in FY 2019-20 Water Major Capital Projects (Account No. 7608021-7435). The bid amount for this project is \$218,686.61. With a 10% construction contingency of \$21,868.66, the total construction cost is \$240,555.27. Sufficient funds are available for this project, as a budget of \$250,000 was included in the 2019-20 budget.

Proposed Project Budget

Water Major Capital Projects (Acct. No. 7608021-7435)	\$240,555.27
Total Proposed Project Budget	\$240,555.27

Proposed Project Expenditures

Construction Contract	\$218,686.61
Construction Contingency (20%)	\$ 21,868.66
Total Proposed Project Expenditures	\$240,555.27

BACKGROUND:

The City’s Water Treatment Plant (WTP) utilizes a Utility Water System (UWS) that provides water for three separate uses at the WTP: chlorination, carrier water, and domestic in-house water for the break room and restrooms. The domestic water system will not be included as part of this upgrade.

The UWS is essential for the treatment of Benicia’s drinking water, but its aging components are continually failing and stretching WTP staff resources. A break in the system flooded the basement of the WTP Operations Building, prompting emergency repairs.

The UWS currently provides a constant 10 gallons per minute (GPM) flow to the WTP for normal water treatment, with an occasional demand of 100 GPM for the cleaning of basins, filter troughs, and other industrial housekeeping activities.

The two pumps for the chlorination and carrier water systems are aging and in need of replacement. Additionally, the two plant air compressor tanks are beyond their serviceable lives and will be removed as part of this project.

The City solicited proposals from engineering firms for the design of a newer, more efficient UWS. Cannon Corporation prepared the plans, specifications, and engineer’s estimate that was used in the bid documents to solicit construction bids.

The bid documents, which include the specifications and plans, were distributed on the BP Express Project website in November 2019, and advertisements were placed in the Benicia Herald. Ten interested contractors attended a Pre-Bid Meeting on November 18, 2019. Addenda 1 – 6 were issued, and the bid due date was extended to early spring 2020. Five bids were received on the bid closing date of March 31, 2020 as follows:

Rank	Firm Name and City	Bid Amount
1	Bartley Pump PM, LLC., Santa Rosa, CA	\$218,686.61
2	Pump Repair Service Co., San Francisco, CA	\$240,200.00
3	Matrix HG Building Solutions, Novato, CA	\$267,379.00
4	Valentine Corporation, San Rafael, CA	\$303,369.00
5	Gregory Equipment, Inc., Redding, CA	\$438,800.00

A “Notice of Intent to Award for Construction” was drafted, notifying bidders of the City’s intent to award the construction contract to Bartley Pump PM, LLC. This Notice was emailed to each bidder and posted on the BP Express plan room website for 5 days, beginning on April 10th. No bid protests were received during that time.

NEXT STEPS:

If the resolution is adopted, the contractor has 10 working days to execute a construction contract with the City, deliver appropriate insurance documents, and provide the necessary bonds for construction. After these contract requirements are met, the Public Works Department will issue a Notice to Proceed, and work is anticipated to begin in early June 2020.

ALTERNATIVE ACTIONS:

Council could choose to not award this contract, which would prevent the installation of this water system.

General Plan	Goal 2.28: Improve and maintain public facilities and services
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Priority Based Budgeting	Strategic City Result Impacted by this Agenda Item
	The City Council and community identified six (6) key “Results” that establish the key goals for which the City of Benicia aspires to achieve with our programs and services. Agenda Items often influence multiple Results, the primary Result impacted by this Agenda Item is (please check one):
	<input checked="" type="checkbox"/> Protect Community Health & Safety <input type="checkbox"/> Maintain & Enhance A High Quality of Life <input checked="" type="checkbox"/> Preserve & Enhance Infrastructure <input type="checkbox"/> Strengthen Economic & Fiscal Conditions <input type="checkbox"/> Protect & Enhance the Environment <input type="checkbox"/> High Performing Government
	City Programs Impacted by This Agenda Item (Top 3):
	<ol style="list-style-type: none"> 1. Water Treatment Operations 2. Capital Improvement Projects 3. Water Treatment Plant Maintenance
	Priority Based Budgeting (PBB) Website:
	Coming soon in Spring 2020 will be a link to the City of Benicia’s PBB website to learn more about these programs and their costs.

CEQA Analysis	This project is Categorical Exempt per CEQA Section 15301.
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ATTACHMENTS:

1. Resolution – Water Treatment Plant Utility Water System Improvement Project
2. Construction Contract – Bartley Pump PM, LLC

*For more information contact: Laura Pate, Project Manager
 Phone: 707.746.4386
 E-mail: LPate@ci.benicia.ca.us*

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA ACCEPTING THE BIDS FOR THE WATER TREATMENT PLANT UTILITY WATER SYSTEM IMPROVEMENT PROJECT, AWARDED TO BARTLEY PUMP PM, LLC. OF SANTA ROSA, CA, IN THE AMOUNT OF \$218,686.61 AND AUTHORIZING THE CITY MANAGER TO SIGN THE CONTRACT AND ANY CHANGE ORDERS ON BEHALF OF THE CITY NOT-TO-EXCEED \$240,555.27, WHICH INCLUDES A 10% CONSTRUCTION CONTINGENCY OF \$21,868.66

WHEREAS, the Public Works Department made the construction plans and specifications for the Water Treatment Plant Utility Water System Improvement Project available for public bidding; and

WHEREAS, five sealed bids were properly received and opened on March 31, 2020, as listed in the table below; and

Rank	Firm Name and City	Bid Amount
1	Bartley Pump PM, LLC., Santa Rosa, CA	\$218,686.61
2	Pump Repair Service Co., San Francisco, CA	\$240,200.00
3	Matrix HG Building Solutions, Novato, CA	\$267,379.00
4	Valentine Corporation, San Rafael, CA	\$303,369.00
5	Gregory Equipment, Inc., Redding, CA	\$438,800.00

WHEREAS, Bartley Pump PM, LLC. of Santa Rosa, CA was the lowest responsive and responsible bidder in the amount of \$218,686.61; and

WHEREAS, sufficient funding is available and budgeted in the Water Major Capital Project account; and

WHEREAS, this project is categorically exempt per CEQA Section 153031, which applies to minor alternations of existing facilities.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia hereby accepts the bids and awards the construction contract to Bartley Pump, PM, LLC. in the amount of \$218,686.61 (Account No. 7608021-7435) for the Water Treatment Plant Utility Water System Improvement Project

BE IT FURTHER RESOLVED THAT the City Manager is hereby authorized to sign the construction contract and any change orders up to 10%, for an amount not-to-exceed \$240,555.27.

On motion of Council Member _____, seconded by Council Member _____, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 5th day of May, 2020 by the following vote:

Ayes:

Noes:

Absent:

Elizabeth Patterson, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

DOCUMENT 00 5200S

CITY OF BENICIA (OWNER)
250 East L Street, Benicia, CA 94510
CONSTRUCTION AGREEMENT

WATER TREATMENT PLANT UTILITY WATER SYSTEM IMPROVEMENT PROJECT, Agreement No. [], DATE: _____

1. Identification of Contractor.

CONTRACTOR: Bartley Pump PM, LLC
LICENSE NO: 1033562

2. Scope of The Work. See Scope of Work attached as Appendix A.

Compensation for Work. Contractor's total compensation for the Work performed under this Agreement (Contract Sum) is \$ 218,686.61, to be paid as: (1) [] lump sum; (2) [x] lump sum with progress payments; (3) [] per attached schedule of rates and charges, up to a guaranteed not-to-exceed amount of \$ _____. All payments: [x] shall [] shall not be subject to a five percent retention.

Contractor's hourly rates are listed in Exhibit A, Scope of Work and Cost Proposal. In the event payments to Contractor equal the "not to exceed" amount, and absent a written modification to this Agreement signed by the Owner, Contractor shall complete all services required under this Agreement without further compensation or cost reimbursement.

3. Schedule of Performance for the Work. Contractor shall commence and complete the Work by the following dates:

Commencement Date shall be on the date established in the Notice to Proceed. Owner reserves the right to modify or alter the Commencement Date of the Work.

Substantial Completion Date: Within 100 calendar days of Commencement Date.

Final Completion Date: Within 30 calendar days of Substantial Completion.

3.01 Liquidated Damage Amounts.

A. As liquidated damages for delay Contractor shall pay Owner \$500.00 for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.

B. As liquidated damages for delay Contractor shall pay Owner \$950.00 for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

3.02 Scope of Liquidated Damages

A. Contractor and Owner agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of such actual damages incurred by Owner because of a delay in completion of all or any part of the Work. Contractor and Owner agree that specified measures of liquidated damages shall be presumed to be the amount of such damages actually sustained by Owner, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.

B. Liquidated damages for delay shall cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by Owner as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from Owner (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof. Owner may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages.

4. Terms and Conditions.

Construction Agreement
OAK #4825-4757-6491 v1

00 5200S - 1

WTP Utility Water System Improvement Project

4.01 Contractor shall perform the Work in accordance with the terms and conditions of this Agreement and the following attachments (together, Contract Documents):

- A. Appendix A – Scope of Work
B. Appendix B – General Conditions
C. Appendix C – Insurance
D. Appendix D – Construction Performance Bond
E. Appendix E – Construction Labor and Materials Payment Bond
F. Appendix F – Supplemental Conditions, if applicable

4.02 The Contract Documents are the sole and exclusive provisions that govern the Work described herein. Any provision contained in any purchase order issued in connection with this Agreement or the Work described herein shall be null and void and shall have no force or effect.

Agreement number must appear on all invoices and correspondence. Send invoices in duplicate immediately upon performance of Work ordered hereon to:

City of Benicia
250 East L Street
Benicia, CA 94510

CITY OF Benicia:

By: _____
Lorie Tinfow, City Manager

ATTEST:

By: _____
Lisa Wolfe, City Clerk

APPROVED AS TO FORM:

By: _____
Ben Stock, City Attorney

CONTRACTOR

Name: _____

By: _____
(signature) Donald C Blue

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

By: _____
(signature)

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

1099 INFORMATION

Contractor Taxpayer I.D. No.: _____
Incorporated: [] Yes [] No

Appendix A to Construction Agreement
SCOPE OF WORK

The work consists of the removal and disposal of two existing hydropneumatic and two compressed air tanks and the procurement and installation of a package pump station. This includes the installation of four vertical multistage pumps and motors, one hydropneumatic tank, discharge piping, suction piping, VFDs, instrumentation, valves, fittings, and all appurtenances. This installation includes the procurement and installation of the necessary site electrical system as shown on the plans, including conduit and wiring to the package pump station.

Drawings:

<u>Sheet Number</u>	<u>Title</u>
1 of 10	Cover Page
2 of 10	Demolition Plan
3 of 10	Overall Site Plan
4 of 10	Pump Station Plan
5 of 10	Electrical Symbols and Notes
6 of 10	Single Line Diagram
7 of 10	Electrical Site Plan
8 of 10	Electrical Details
9 of 10	Structural General Notes
10 of 10	Structural Foundation Plan

Technical Specifications:

<u>Specification Section</u>	<u>Section Description</u>
01 11 00	Summary of Work
01 33 00	Contractor's Submittals
01 75 18	Disinfection of Water Pipelines
01 77 00	Project Closeout
01 78 23	Operation and Maintenance Data
02 41 00	Demolition
03 20 00	Concrete Reinforcement
03 30 00	Cast-In-Place Concrete
09 91 00	Field Painting and Coating
26 05 00	Common Work Results for Electrical
26 05 18	600-Volt or Less Wires and Cables
26 05 21	Low Voltage Wire Connections
26 05 26	Grounding and Bonding
26 05 29	Hangers and Supports
26 05 33	Conduits
26 05 34	Boxes
26 05 53	Identification for Electrical Systems
33 12 23	Single Pump Variable Speed Packaged Pumping System
40 05 00.09	Equipment Testing and Startup
40 17 15	Flow Meters
40 17 31.17	Polyvinyl Chloride (PVC) Pressure Pipe (Plant Piping)

Attachment A – Limited Asbestos & Lead-Based Paint Survey

(End of Appendix A)

**Appendix B to Construction Agreement
GENERAL CONDITIONS**

ARTICLE 1 TERMS OF PERFORMANCE

1.01 Construction Services Agreement (Agreement) Force and Effect. The provisions of the Agreement and other Contract Documents constitute the entire agreement between the Contractor and Owner regarding the Work described herein. No representation, term or covenant not expressly specified in the Contract Documents shall, whether oral or written, be a part of this agreement. The Agreement and other Contract Documents shall govern the Work described herein (whenever performed), and shall supersede all other purchase orders and agreements between Contractor and Owner, and any proposal, with respect to the Work described herein.

1.02 No Modification or Waiver. The Contract Documents may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of Owner and Contractor. Contract Documents headings are for convenience only and do not affect the construction of the Contract Documents.

1.03 Performance of Work/No Assignment. Time is of the essence in the performance of the Work. Contractor will perform the Work in a skillful and workmanlike manner; comply fully with criteria established by Owner, and with applicable laws, codes, and all applicable industry standards. Contractor shall maintain its work area in a clean and sanitary condition, clear debris and trash at the end of each work day, and shall not damage or disrupt any property unless specifically part of the scope of the Agreement. Contractor shall not contract any portion of the Work or otherwise assign the Agreement without prior written approval of Owner, and any assignment without Owner's prior written approval shall be null and void. (Contractor shall remain responsible for compliance with all terms of the Contract Documents, regardless of the terms of any such assignment.) The Contractor shall permit Owner (or its designees) access to the work area, Contractor's shop, or any other facility, to permit inspection of the Work at all times during construction and/or manufacture and fabrication. The granting of any progress payment, and any inspections, reviews, approvals or oral statements by any Owner representative, or certification by any governmental entity, shall in no way limit Contractor's obligations under the Contract Documents. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of the Contract Documents, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof. Owner shall have, at all times, set-off rights with respect to any payment and Contractor's failure to perform the terms of the Contract Documents.

ARTICLE 2 LEGAL AND MISCELLANEOUS

2.01 Records and Payment Requests. Contractor shall submit all billings with all necessary invoices or other appropriate evidence of proper performance, after which Owner shall make payment within thirty (30) days. Upon Owner's written request, Contractor shall make available to Owner, its authorized agents, officers, or employees, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the Work or the expenditures and disbursement charged to Owner, and all correspondence, internal memoranda, calculations, books and accounts, records documenting its Work under the Agreement, and invoices, payrolls, timecards, records and all other data related to matters covered by the Agreement. Contractor shall furnish to Owner, its authorized agents, officers, or employees, such other evidence or information as Owner may require with regard to the Work or any such expenditure or disbursement charged by Contractor. Contractor shall maintain all such documents and records prepared by or furnished to Contractor during the course of performing the Work for at least five years following completion of the Work, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Contractor shall permit Owner to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of the Agreement shall have the same rights conferred to Owner by this section. Such rights shall be specifically enforceable.

2.02 Independent Contractor. Contractor is an independent Contractor and does not act as Owner's agent in any capacity, whatsoever. Contractor is not entitled to any benefits that Owner provides to Owner employees including, without limitation, insurance, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within the Contract Documents regarding directives apply to and concern the result of the Contractor's provision of Work not the means, methods, or scheduling of the Contractor's Work. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Work under the Contract Documents. Contractor shall pay all payroll taxes imposed by any governmental entity and will pay all other federal, state, or local taxes not specifically identified in the Contract Documents as Owner's responsibility.

2.03 Indemnity/Liability. Contractor shall defend, indemnify, and save harmless, to the fullest extent permitted by law, the Owner and each of its council members, officers, directors, representatives, agents, employees, and volunteers (**Owner Indemnities**), against all claims, suits, actions, loss, cost, damage, expense, and liability arising from or related to bodily injury to or death of any person or damage to any property, or resulting from any breach and/or Contractor's negligence in performing the Work pursuant to the Contract Documents. Notwithstanding any provision of the Contract Documents, Owner shall not be liable to Contractor or anyone claiming under it, in contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with the Contract Documents or the Work. Owner's rights and remedies, whether under the Agreement or other applicable law, shall be cumulative and not subject to limitation. Contractor's obligations to defend, indemnify, and save harmless the Owner Indemnities are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

2.04 Defective Work; Warranties. Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices, all Contract Documents requirements, and all laws, codes, standards, licenses, and permits. Contractor warrants that all materials and equipment shall be new, of suitable grade of their respective kinds for their intended uses, and free from defects. Contractor hereby grants to Owner for a period of one year following the date of completion its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers. If either prior to completion of the Work, or within one year after completion, any Work (completed or incomplete) is found to violate any of the foregoing warranties (**Defective Work**), Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct, remove and replace the Defective Work with conforming Work, and correct, remove and replace any damage to other Work or other property resulting therefrom. If Contractor fails to do so, Contractor shall pay all of the Owner's resulting claims, costs, losses and damages. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.

2.05 Compliance with Laws; Conflict of Interests. Contractor agrees to comply with all applicable federal and state laws, regulations and policies, as amended, including those regarding discrimination, unfair labor practices, anti-kick-back, collusion, and the provisions of the Americans with Disability Act. Contractor, its officer, partners, associates, agents, and employees, shall not make, participate in making, or in any way attempt to use the position afforded them by the Contract Documents to influence any governmental decision in which he or she knows or has reason to know that he or she has a financial interest under applicable state, federal and local conflict of interest regulations. Contractor warrants that no person or agency has been employed or retained to solicit or obtain the Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. Contractor shall not engage in unlawful employment discrimination including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry,

physical handicap, medical condition, marital status, gender, citizenship, sexual orientation, or sexual identity as prohibited by state or federal law.

2.06 Termination; Suspension; Disputes. Owner may direct Contractor to terminate, suspend, delay, interrupt or accelerate Work, in whole or in part, for such periods of time as Owner may determine in its sole discretion. Owner will issue such directives in writing, and may do so, in whole or in part, for its convenience or due to Contractor's fault. Owner will compensate Contractor for extra costs resulting from such directives only to the extent that Owner issues such directives for its convenience and not due to Contractor's fault (but Owner shall not compensate Contractor for costs, profit or overhead anticipated to be earned or incurred on Work terminated for Owner's convenience.) Contractor shall continue its Work throughout the course of any dispute, and Contractor's failure to continue Work during a dispute shall be a material breach of the Contract Documents. All claims by Contractor against Owner shall be submitted in writing to Owner, and shall be governed by Public Contract Code Sections 9204 and 20104 – 20104.6, after which time the one year time period in Government Code Section 911.2 shall be, pursuant to Government Code Section 930.2, reduced to 90 days. Should Contractor be terminated for default, and such termination is subsequently determined to be wrongful, such termination will be converted to a termination for convenience as provided herein.

2.07 Execution; Venue; Limitations. The Agreement shall be deemed to have been executed in City of Benicia, California. Enforcement of the Contract Documents shall be governed by the laws of the State of California, excluding its conflict of laws rules. Except as expressly provided in the Contract Documents, nothing in the Contract Documents shall operate to confer rights or benefits on persons or entities not party to the Agreement. As between the parties to the Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of Owner's issuance of the final Certificate for Payment, or termination of the Contract Documents, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

2.08 Employee Wages; Records; Apprentices. Contractor shall pay prevailing wages to its employees on any contract in excess of \$1,000.00. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at the City's Public Works Department and may be obtained from the California Department of Industrial Relations website [<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>].

Contractor shall comply with the 8-hours per day/40 hours per week/overtime/working hours restrictions for all employees, pursuant to the California Labor Code. Contractor and all subcontractors shall keep and maintain accurate employee payroll records for Work performed under the Agreement. The payroll records shall be certified and submitted as required by law, including Labor Code Sections 1771.4 (if applicable) and 1776, including to the Labor Commissioner no less frequently than monthly. Contractor shall comply fully with Labor Code Section 1777.5 in the hiring of apprentices for work relating to the Agreement. If the Agreement exceeds \$2,000 and is funded with federal funds, then Contractor shall pay federal Davis Bacon wages and comply with applicable federal requirements.

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

2.10 Worker's Compensation. Pursuant to Labor Code Sections 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Labor Code Section 3700 that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work.

2.11 Construction Performance Bond; Construction Labor and Materials Payment Bond; Securities in Lieu of Retention Escrow Account.

A. If Contract Sum under the Agreement exceeds (or is expected to exceed) **\$25,000**, Contractor shall provide a construction performance bond in form attached hereto as Appendix D – Construction Performance Bond and a construction labor and material payment bond, in accordance with Civil Code Section 9550 and in form attached hereto Appendix E – Construction Labor and Materials Payment Bond. Contractor may not substitute cash in lieu of the required bond(s).

B. If the Agreement specifies performance retention, Contractor may elect to substitute securities or direct payment to an escrow account, pursuant to Public Contract Code Section 22300 (incorporated herein by this reference).

2.12 Earthwork and Underground Facilities. If the Work involves digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall notify Owner in writing of any material that Contractor believes may be hazardous waste that is required to be removed in accordance law, subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids, or unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents, pursuant to Section 7104 of the Public Contract Code. For any Work involving trench shoring that costs in excess of \$25,000, Contractor shall submit and Owner (or a registered civil or structural engineer employed by Owner) must accept, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches, pursuant to Labor Code Section 6705. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Consistent with Government Code Section 4215, as between Owner and Contractor, Owner will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or information made available for bidding.

2.13 Public Records Act. Contractor is aware that this Agreement and any documents provided to the Owner may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those documents it considers to be confidential under the California Public Records Act. To the extent that Owner agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

2.14 Claims.

A. Should any clarification, determination, action or inaction by Owner, Work, or any other event, in the opinion of Contractor, exceed the requirements of or not comply with Contract Documents, or otherwise result in Contractor seeking additional compensation in time or money or damages for any reason (collectively "Disputed Work"), then Contractor and Owner will make good faith attempts to resolve informally any and all such issues, claims and/or disputes. Before commencing the Disputed Work, or within seven Days after Contractor's first knowledge of the Disputed Work, whichever is earlier, Contractor shall file a written notice and cost proposal for the Disputed Work with City stating clearly and in detail its objection and reasons for contending the Work or interpretation is outside the requirements of Project Documents. If a written notice and cost proposal for Disputed Work is not issued within this time period, or if Contractor proceeds with the Disputed Work without first having given the notice required by this paragraph, Contractor shall waive its rights to further claim on the specific issue.

B. Owner will review Contractor's timely notice and cost proposal for Disputed Work and provide a decision. If, after receiving the decision, Contractor disagrees with it or still considers the Work required of it to be outside of the requirements of Project Documents, it shall so notify Owner, in writing, within seven Days after receiving the decision, by submitting a notice of potential claim, stating that a formal claim will be issued. Within 30 Days of receiving the decision, Contractor shall submit its claim in the form specified herein and all arguments, justification, cost or estimates, schedule analysis, and detailed documentation supporting its position. Contractor's failure to furnish notification within seven Days and all justifying documentation within 30 Days will result in Contractor waiving its right to the subject claim.

C. Claim Format

1. A. Contractor shall submit the claim justification in the following format:

- (a)** Cover letter and certification;
- (b)** Summary of claim, including underlying facts, entitlement, schedule analysis, quantum calculations, Project provisions supporting relief;
- (c)** List of documents relating to claim including Specifications, Drawings/Plans clarifications/requests for information, schedules, notices of delay, cost calculations and any others;
- (d)** Chronology of events and correspondence;
- (e)** Analysis of claim merit;
- (f)** Analysis of claim cost; and
- (g)** Attach supporting documents referenced in paragraph 2.14.C.1(c), above.

D. Required Provisions on Contract Claim Resolution

1. Public Contract Code Section 9204 specifies provisions on resolving contract claims of any size, and Public Contract Code Section 201014, et seq., specifies required provisions on resolving contract claims less than \$375,000. Those statutes constitute a part of this Contract. In the event any other Contract provision violates such statutes, the applicable statute controls.

(End of Appendix B)

Appendix C to Construction Agreement
INSURANCE

1. Commercial General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Contractor's general liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required. Any failure to comply with reporting provisions of the policies by Contractor shall not affect coverage provided the City. Coverage shall state that Contractor 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. Coverage shall contain a waiver of subrogation in favor of the City.

2. Business Automobile Liability Insurance. Contractor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than two million dollars (\$2,000,000) per accident.

3. Workers' Compensation Employers' Liability. Contractor shall maintain Worker's Compensation Insurance and Employer's Liability insurance coverage with limits of at least one million dollars (\$1,000,000). Contractor shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers. In the event Contractor self-insures (only with the City's approval), it shall furnish Certificate of Permission to Self-Insured signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

4. All Coverages

4.01 Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

4.02 All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.

4.03 Evidence of Insurance - Prior to commencement of work, the Contractor shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Contractor must agree to provide complete, certified copies of all required insurance policies if requested by the City.

4.04 Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A- VII or higher.

4.05 Subcontractors and Consultants - A category of risk and the applicable insurance requirements will be determined on a "per subcontractor" or "per consultant" basis, considering the particular work to be done by the subcontractor or consultant and the interrelationship of that work to other work being conducted by the Contractor.

5. Special Risks or Circumstances: City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

(End of Appendix C)

Appendix D to Construction Agreement
CONSTRUCTION PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, **City of Benicia**, a political subdivision of the State of California (**Owner**) has awarded to [**Name of Contractor**], as Principal, a Construction Agreement, dated the _____ day of _____, 20__ (**Agreement**), titled THE _____ PROJECT in the amount of \$_____, which Agreement is by this reference made a part hereof, for the work described as follows:

2. (Describe Agreement Work) _____

3. AND WHEREAS, Principal is required to furnish a bond in connection with the Agreement, guaranteeing the faithful performance thereof;

4. NOW, THEREFORE, we, the undersigned Principal and _____ as Surety are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT SUM to be paid to Owner or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

5. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, shall promptly and faithfully perform the covenants, conditions, and agreements of the Agreement during the original term and any extensions thereof as may be granted by Owner, with or without notice to Surety, and during the period of any guarantees or warranties required under the Agreement, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Agreement made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless Owner as stipulated in the Agreement, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

6. No extension of time, change, alteration, modification, or addition to the Agreement, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

7. Whenever Principal shall be and declared by Owner in default under the Agreement, Surety shall promptly remedy the default, or shall promptly:

7.01 Undertake through its agents or independent contractors, reasonably acceptable to Owner, to complete the Agreement in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or

7.02 Obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and, upon determination by Owner of the lowest responsible bidder, reasonably acceptable to Owner, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term "balance of the Contract Sum," as used in this paragraph, shall mean the total amount payable by Owner to the Principal under the Agreement and any amendments thereto, less the amount Owner paid to Principal.

8. Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Agreement, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them

without impairing Owner's rights against the others. Surety may not use Contractor to complete the Agreement absent Owner's written consent.

9. No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or its successors or assigns.

10. Surety may join in any proceedings brought under the Agreement and shall be bound by any judgment.

11. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 20__.

CONTRACTOR AS PRINCIPLE

Company: _____ (Corp. Seal)

Signature _____

Name _____

Title _____

Street Address _____

City, State, Zip Code _____

SURETY

Company: _____ (Corp. Seal)

Signature _____

Name _____

Title _____

Street Address _____

City, State, Zip Code _____

(End of Appendix D)

**Appendix E to Construction Agreement
CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, the **City of Benicia**, a political subdivision of the State of California (**Owner**) has awarded to **(Name of Contractor)**, as Principal, a Construction Services Agreement, dated the _____ day of _____, 20____ (**Agreement**), titled THE _____ PROJECT located at _____ in the amount of \$_____, which Agreement is by this reference made a part hereof, for the work described as follows:
(Describe Agreement Work)_____.

2. AND WHEREAS, Principal is required to furnish a bond in connection with the Agreement to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

3. NOW, THEREFORE, we, the undersigned Principal and _____ as Surety, are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT SUM (\$_____), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Agreement, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to California Unemployment Insurance Code Section 13020 with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.

5. This bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.

6. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder.

7. Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with the Agreement; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the other.

8. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 20____.

Signature

Name

Title

Street Address

City, State, Zip Code

SURETY

Company: _____ (Corp. Seal)

Signature

Name

Title

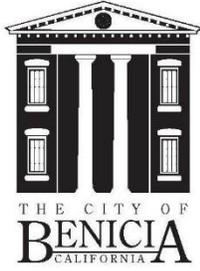
Street Address

City, State, Zip Code

(End of Appendix E)

CONTRACTOR AS PRINCIPLE

Company: _____ (Corp. Seal)



**AGENDA ITEM
CITY COUNCIL MEETING DATE – MAY 5, 2020
CONSENT CALENDAR**

TO: City Council

FROM: City Attorney

SUBJECT: **A RESOLUTION RATIFYING THE ORDER OF THE DIRECTOR OF EMERGENCY SERVICES (CITY MANAGER) OF THE CITY OF BENICIA REGARDING BUSINESS INTERRUPTIONS STEMMING FROM PHYSICAL LOSS AND/OR DAMAGE TO PROPERTIES WITHIN THE CITY OF BENICIA**

EXECUTIVE SUMMARY:

The proposed resolution ratifies the order of the Director of Emergency Services (City Manager) of the City of Benicia and finds that the novel coronavirus has caused business interruptions stemming from direct physical loss and/or damage to properties within the City of Benicia.

RECOMMENDATION:

Move to adopt the resolution (Attachment 1) of the City Council of the City of Benicia ratifying the order of the Director of Emergency Services (City Manager) of the City of Benicia No. 20-2 (See Attachment 2) and finding that the novel coronavirus has caused business interruptions stemming from direct physical loss and/or damage to properties within the City of Benicia.

BUDGET INFORMATION:

There are no financial or budgetary impacts associated with the adoption of this resolution.

BACKGROUND:

Pursuant to the City's emergency police powers, on April 23, 2020, the City Manager, who serves as the Director of Emergency Services, signed Emergency Order number 20-2, finding that the novel coronavirus has caused business interruptions stemming from direct physical loss and/or damage to properties within the City of Benicia.

The State and County of Solano shelter-in-place orders require individuals to stay at home except as needed to maintain continuity of operations of the critical infrastructure sectors. In issuing Order number 20-2, the Director of Emergency Services found that these orders have caused numerous businesses in the City of Benicia to temporarily close during the ongoing emergency. Additionally, businesses in the City of Benicia that provide essential services and are considered essential businesses under the aforementioned orders, have experienced physical losses and/or damages to their properties due to contamination caused by COVID-19. Finally, the City has an

important governmental interest in maintaining a thriving business community and protecting the health, safety, and economic welfare of its citizens and businesses.

For these reasons, the Director of Emergency Services determined that it was in the interest of public health, safety and economic welfare to issue the order finding that the novel coronavirus has caused business interruptions stemming from direct physical loss and/or damage to properties within the City of Benicia.

Staff recommends that the City Council ratify the City Manager’s order by adopting the attached proposed resolution. Doing so would ensure businesses which maintain business interruption insurance policies can rightfully establish that they have experienced business interruptions stemming from direct physical loss and/or damage to their properties. The resolution would remain in force and effect until repealed by the City Council.

NEXT STEPS:

If the proposed resolution is adopted, it shall remain in effect until repealed by the City Council.

ALTERNATIVE ACTIONS:

Direct City Attorney to make certain changes and/or amendments to the resolution.

General Plan	Goal 2.13: Support the economic viability of existing commercial centers.
	Goal 4.1: Make community health and safety a high priority for Benicia.

Priority Based Budgeting	Strategic City Result Impacted by this Agenda Item
	The City Council and community identified six (6) key “Results” that establish the key goals for which the City of Benicia aspires to achieve with our programs and services. Agenda Items often influence multiple Results, the primary Result impacted by this Agenda Item is (please check one):
	<input checked="" type="checkbox"/> Protect Community Health & Safety <input type="checkbox"/> Maintain & Enhance A High Quality of Life <input type="checkbox"/> Preserve & Enhance Infrastructure <input checked="" type="checkbox"/> Strengthen Economic & Fiscal Conditions <input type="checkbox"/> Protect & Enhance the Environment <input checked="" type="checkbox"/> High Performing Government
	City Programs Impacted by This Agenda Item (Top 3):
	<ol style="list-style-type: none"> 1. Community Emergency Notification 2. Emergency Operation System Management and Emergency Preparedness 3. Community Engagement and Public Relations – City Manager’s Office
	Priority Based Budgeting (PBB) Website:

	Coming soon in Spring 2020 will be a link to the City of Benicia’s PBB website to learn more about these programs and their costs.
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CEQA Analysis	Pursuant to Title 14, the California Code of Regulations, Section 15378(b)(5) of the California Environmental Quality Act (“CEQA”) guidelines, the proposed action is an administrative activity of the City that will not result in direct or indirect physical changes to the environment.
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ATTACHMENTS:

1. Resolution - Ratifying Emergency Services Order 20-2
2. Emergency Services Order 20-2

*For more information contact: Benjamin Stock, City Attorney
 Phone: 415-755-2600
 E-mail: bstock@ci.benicia.ca.us*

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA REGARDING BUSINESS INTERRUPTIONS STEMMING FROM PHYSICAL LOSS AND/OR DAMAGE TO PROPERTIES WITHIN THE CITY OF BENICIA

WHEREAS, California Government Code Section 8630 empowers the City Council to proclaim the existence or threatened existence of a Local Emergency when the City is affected or likely to be affected by a public calamity; and

WHEREAS, Government Code Section 8634 empowers the City to promulgate orders and regulations to provide for the protection of life and property; and

WHEREAS, pursuant to Benicia Municipal Code section 2.36.050(A)(1), the Director of Emergency Services has declared the existence of a Local Emergency, which Local Emergency has been ratified by the City Council on March 19, 2020; and,

WHEREAS, the Director of Emergency Services does hereby find that conditions of extreme peril and a crippling disaster which severely impairs the safety of persons or property have arisen within the City caused by the virus COVID-19 and its rapid transmission as reported by various local, state and national health organizations; and

WHEREAS, the aforesaid conditions of extreme peril warranted and necessitated the proclamation of the existence of a Local Emergency; and

WHEREAS, on March 18, 2020, the County of Solano Health Officer issued a County-wide shelter-in-place directive that requires individuals to isolate in their places of residence, except as needed for the performance of essential activities; and

WHEREAS, on March 19, 2020, the Governor of the State of California (“Governor”) issued Executive Order N-33-20, which provides that individuals living in the State of California are required to stay at home except as needed to maintain continuity of operations of the critical infrastructure sectors; and

WHEREAS, the aforementioned orders have caused numerous businesses in the City of Benicia to temporarily close during the ongoing emergency; and

WHEREAS, businesses in the City of Benicia that provide essential services and are considered essential businesses under the aforementioned orders, have experienced physical losses and/or damages to their properties due to contamination caused by COVID-19; and

WHEREAS, the City has an important governmental interest in maintaining a thriving business community and protecting the health, safety, and economic welfare of its citizens and businesses; and

WHEREAS, in the interest of public health and safety, as affected by the emergency caused by the spread of COVID-19, the Director of Emergency Services of the City of Benicia issued Emergency Order No. 20-2 on April 23, 2020, finding that the novel coronavirus has caused business interruptions stemming from direct physical loss and/or damage to properties within the City of Benicia; and

WHEREAS, the City Council of the City of Benicia wishes to ratify this order by adopting this Resolution.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby resolve as follows:

SECTION 1. It is found by the City Council of the City of Benicia that the novel coronavirus has caused business interruptions stemming from direct physical loss and/or damage to properties within the City of Benicia;

SECTION 2. This Resolution shall be in force and effect until repealed by the City Council.

SECTION 3. The City Clerk shall certify the adoption of this Order and shall cause a certified Order to be filed in the Office of the City Clerk.

On motion of Council Member _____, seconded by Council Member _____, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 5th day of May, 2020 by the following vote:

Ayes:

Noes:

Absent:

Elizabeth Patterson, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

DIRECTION OF EMERGENCY SERVICES ORDER NO. 20-2

AN ORDER OF THE DIRECTOR OF EMERGENCY
SERVICES (CITY MANAGER) OF THE CITY OF BENICIA
REGARDING BUSINESS INTERRUPTIONS STEMMING
FROM PHYSICAL LOSS AND/OR DAMAGE TO
PROPERTIES WITHIN THE CITY OF BENICIA

WHEREAS, California Government Code Section 8630 empowers the City Council to proclaim the existence or threatened existence of a Local Emergency when the City is affected or likely to be affected by a public calamity; and,

WHEREAS, Government Code Section 8634 empowers the City to promulgate orders and regulations to provide for the protection of life and property; and,

WHEREAS, pursuant to Benicia Municipal Code section 2.36.050(A)(1), the Director of Emergency Services has declared the existence of a Local Emergency, which Local Emergency has been ratified by the City Council on March 19, 2020; and,

WHEREAS, the Director of Emergency Services does hereby find that conditions of extreme peril and a crippling disaster which severely impairs the safety of persons or property have arisen within the City caused by the virus COVID-19 and its rapid transmission as reported by various local, state and national health organizations; and,

WHEREAS, the aforesaid conditions of extreme peril warranted and necessitated the proclamation of the existence of a Local Emergency; and

WHEREAS, on March 18, 2020, the County of Solano Health Officer issued a County-wide shelter-in-place directive that requires individuals to isolate in their places of residence, except as needed for the performance of essential activities; and

WHEREAS, on March 19, 2020, the Governor of the State of California ("Governor") issued Executive Order N-33-20, which provides that individuals living in the State of California are required to stay at home except as needed to maintain continuity of operations of the critical infrastructure sectors; and

WHEREAS, the aforementioned orders have caused numerous businesses in the City of Benicia to temporarily close during the ongoing emergency;

WHEREAS, businesses in the City of Benicia that provide essential services and are considered essential businesses under the aforementioned orders, have experienced physical losses and/or damages to their properties due to contamination caused by COVID-19;

WHEREAS, the City has an important governmental interest in maintaining a thriving business community and protecting the health, safety, and economic welfare of its citizens and businesses; and

WHEREAS, in the interest of public health and safety, as affected by the emergency caused by the spread of COVID-19, it is necessary to issue and implement this Order to protect life, property and civil order.

NOW, THEREFORE, THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF BENICIA DOES HEREBY ORDER AS FOLLOWS:

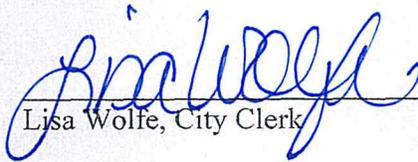
SECTION 1. It is found by the Director of Emergency Services that the novel coronavirus has caused business interruptions stemming from direct physical loss and/or damage to properties within the City of Benicia;

SECTION 2. This Order shall be in force and effect until terminated by the Director of Emergency Services.

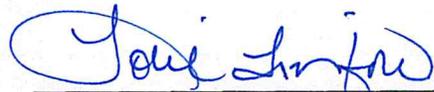
SECTION 3. The City Clerk shall certify the adoption of this Order and shall cause a certified Order to be filed in the Office of the City Clerk.

ADOPTED this 23rd day of April 2020.

Attest:



Lisa Wolfe, City Clerk

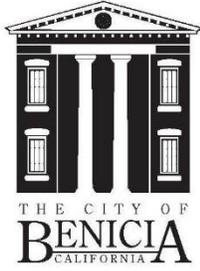


Lorie Tinfow, Director of Emergency Services/City Manager

Approved as to Form:



Benjamin Stock, City Attorney



AGENDA ITEM
CITY COUNCIL MEETING DATE – MAY 5, 2020
BUSINESS ITEMS

TO : City Manager

FROM : Police Chief

SUBJECT : **APPROVE THE CONTRACT WITH MIRROR CONSULTING GROUP, LLC TO DRAFT A PLAN FOR THE CREATION OF A JOINT POWERS AGREEMENT FORMING THE SOLANO COUNTY REGIONAL RADIO COMMUNICATIONS SYSTEM**

EXECUTIVE SUMMARY:

Solano County does not currently have a cohesive regional public safety communication system. While every other county in the Bay Area has created or joined a modern regional communications system, Solano County has remained a patchwork of different, often independently operated, systems of various frequencies and bandwidths. The public safety leadership of the County has agreed to move forward to create a roadmap for the creation of a Joint Powers Agreement (JPA) to create the Solano County Regional Radio Communications System. Mirror Consulting Group, LLC, is familiar with Solano County and has specific knowledge of the creation and management of a regional radio JPA. An increase in the Police Department general fund budget is needed to allow the City to enter into contract with Mirror Consulting Group, LLC, as lead municipality in the creation of this JPA. All eight Charter Members, which consist of Solano County, Benicia, Dixon, Fairfield, Rio Vista, Suisun City, Vacaville, and Vallejo, will be responsible for an equal portion of the contract, and the City will be reimbursed by the other seven Charter Members for their portions.

RECOMMENDATION:

Move to approve the resolution (Attachment 1), approving an increase of \$185,503 in the Police Department general fund budget, approving an agreement with Mirror Consulting Group, LLC (Attachment 2) to draft a plan for the creation of a Joint Powers Agreement forming the Solano County Regional Radio Communications System, and authorizing the City Manager to sign the agreement and any change orders on behalf of the City for an amount of \$184,350, with an additional 15% contingency of \$27,653 for a total amount not to exceed \$212,003.

BUDGET INFORMATION:

The first phase of the contract shall not exceed \$184,350, with an additional 15% contingency of \$27,653, for a total of \$212,003. All eight Charter Members, which consist of Solano County, Benicia, Dixon, Fairfield, Rio Vista, Suisun City, Vacaville, and Vallejo, will be responsible for an equal portion of the contract. The first phase will cost each Charter Member \$26,500, including the 15% contingency. The City of Benicia will carry the contract and bill the other

Charter Members. The Police Department will be using its general fund account (0105000-7011) to fund its share. However, since the Police Department will be the contract carrier, an increase of \$185,503 is required in the budget. That amount will be in turn reimbursed by the other seven Charter Members, for a net cost to the City of \$26,503. A letter of agreement (Attachment 3) has been signed by representatives of all Charter Members acknowledging the cost of the project.

BACKGROUND:

For many years, Solano County has remained an outlier in the Bay Area public safety communications world, without a modern regional joint communications system. Benicia was forced to join the Alameda/Contra Costa County system in 2016 as a stopgap measure and another city, Vallejo, just decided to do the same thing recently.

Meanwhile, several forward-thinking agencies in the county have been working on a collaborative modern digital trunked system, despite the various political and financial issues hindering the move towards a collaborative countywide system. Vacaville, Fairfield, Suisun City and Solano County began making moves to create a regional system covering the east part of the county as a beginning of a larger countywide system. With various leadership changes throughout the county over the last year, the leaders of the county are ready, willing, and able to bring communications in our county to the 21st Century by creating a Joint Powers Agreement for a countywide modern radio system.

The benefits of a JPA for a regional radio system are numerous, including:

- Economies of scale
- Always looking to the future, keeping pace with modernization of radio communications
- Builds in maintenance costs
- Builds in equipment replacement costs
- Has its own staff, so no issues with loss of institutional knowledge
- Apolitical
- Every charter member jurisdiction has a seat at the table
- Regionally seamless communications
- Inter-regional communications possibilities are boundless
- Fixed, known costs that can be planned for; no surprises or sudden massive surprise costs
- Leverage in negotiations for purchases

If approved, there will be two phases in the launch of the JPA. The first phase should cover 90% of the solution and should be completed in six (6) months after the approval of the contract.

NEXT STEPS:

If approved, the City will enter into contract with Mirror Consulting Group, LLC, and begin the launch of the JPA.

ALTERNATIVE ACTIONS:

The Council could choose to not approve the resolution, and the City will continue to operate in the Alameda/Contra Costa County system without a local regional system. Note that the permission to operate in the Alameda/Contra Costa County System is a temporary and emergency allowance and the permanence of this relationship is not guaranteed.

General Plan	Goal 2.28 Improve and maintain public facilities and services.
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Priority Based Budgeting	<p align="center">Strategic City Result Impacted by this Agenda Item</p> <p>The City Council and community identified six (6) key “Results” that establish the key goals for which the City of Benicia aspires to achieve with our programs and services. Agenda Items often influence multiple Results, the primary Result impacted by this Agenda Item is (please check one):</p> <p><input checked="" type="checkbox"/> Protect Community Health & Safety <input type="checkbox"/> Maintain & Enhance A High Quality of Life <input type="checkbox"/> Preserve & Enhance Infrastructure <input type="checkbox"/> Strengthen Economic & Fiscal Conditions <input type="checkbox"/> Protect & Enhance the Environment <input type="checkbox"/> High Performing Government</p>
	<p align="center">City Programs Impacted by This Agenda Item (Top 3):</p> <ol style="list-style-type: none"> 1. Police - Communications Center 2. Police - Patrol 3. Police - Investigations
	<p align="center">Priority Based Budgeting (PBB) Website:</p> <p>Coming soon in Spring 2020 will be a link to the City of Benicia’s PBB website to learn more about these programs and their costs.</p>

CEQA Analysis	The requested action is exempt from CEQA because it will not result in a direct or indirect physical change in the environment and therefore is not a project as defined in CEQA Guidelines Section 15378.
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ATTACHMENT:

1. Resolution – JPA Agreement Forming the Solano County Regional Radio Communications System
2. Agreement with Mirror Consulting, LLC
3. Letter of Agreement
4. Letters of Support

*For more information contact: Erik Upson, Police Chief
Phone: 707.746.4265
E-mail: EUpson@ci.benicia.ca.us*

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA AUTHORIZING AN INCREASE IN THE POLICE GENERAL FUND BUDGET, APPROVING AN AGREEMENT WITH MIRROR CONSULTING GROUP, LLC TO DRAFT A PLAN FOR THE CREATION OF A JOINT POWERS AGREEMENT FORMING THE SOLANO COUNTY REGIONAL RADIO COMMUNICATION SYSTEM, AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT AND ANY CHANGE ORDERS ON BEHALF OF THE CITY NOT TO EXCEED \$212,003, WHICH INCLUDES A 15% CONTINGENCY OF \$27,653

WHEREAS, Solano County does not have a cohesive regional public safety communications system; and

WHEREAS, Benicia was forced to join the Alameda/Contra Costa County system in 2016 as a temporary stopgap measure; and

WHEREAS, the public safety leadership of the County has agreed to move forward to create a roadmap for the creation of a Joint Power Agreement to create the Solano County Regional Radio Communications System consisting of eight (8) Charter Members including Benicia; and

WHEREAS, the first phase of the contract shall not exceed \$184,350, with an additional 15% contingency of \$27,653, for a total of \$212,003; and

WHEREAS, a budget increase of \$185,503 in the Police Department general fund (0105000-7011) is needed to enable the City of Benicia to enter into contract with Mirror Consulting Group, LLC, as lead municipality in the creation of the Joint Powers Agreement; and

WHEREAS, the increase will be reimbursed by the remaining seven (7) Charter Members; and

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby approve the increase of \$185,503 in the Police Department General Fund budget to allow the City of Benicia to enter into contract with Mirror Consulting Group, LLC to create a Joint Powers Agreement forming the Solano County Regional Radio Communications System.

BE IT FURTHER RESOLVED THAT the City Council of the City of Benicia does hereby approve the agreement with Mirror Consulting Group, LLC to draft a plan for the creation of a Joint Powers Agreement forming the Solano County Regional Radio Communications System, and authorizing the City Manager to sign the agreement and any change orders on behalf of the City for an amount of \$184,350, with an additional 15% contingency of \$27,653, for a total amount not to exceed \$212,003.

On motion of Council Member _____, seconded by Council Member _____, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 5th day of May, 2020 by the following vote:

Ayes:

Noes:

Absent:

Elizabeth Patterson, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

CONTRACT # ___ - ____

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of June 2020 between the City of Benicia, a municipal corporation in Solano County, California, (hereinafter "CITY") and Mirror Consulting Group, LLC, a California corporation, with its primary office located at 208 Isabella Court, Roseville, CA 95661 (hereinafter "CONSULTANT") (collectively, "the Parties").

RECITALS

WHEREAS, CITY and CONSULTANT each desire to enter into an Agreement whereby CONSULTANT will perform consulting services for CITY; and

WHEREAS, CITY staff does not have the expertise to perform this work in-house and this work is for a limited time period and the hiring of an employee would be inefficient.

NOW, THEREFORE, BE IT RESOLVED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. DESCRIPTION OF SERVICES

CONSULTANT shall perform project management for establishing Solano County Regional Radio Communications System Joint Powers Authority (see scope of work) as assigned by the Police Chief, Erik Upson.

2. COMPENSATION

(a) CITY agrees to pay CONSULTANT as full compensation for all services and duties performed, except as otherwise provided herein, the sum of \$120.00 per hour. CONSULTANT shall work up to **30** hours per week for up to **completion of project**. The total compensation to be paid under this Agreement shall not exceed \$184,350, with an additional 15% contingency of \$27,652.50 encumbered.

(b) CITY agrees to reimburse CONSULTANT for pre-approved expenses.

(c) CONSULTANT shall render an itemized invoice to CITY every four (4) weeks for services performed during the prior four-week period which shall be paid upon its approval by CITY.

3. MATERIALS AND SUPPLIES

CITY agrees to provide office space, supplies, equipment, and support services required to maintain all records and correspondence connected with the project management of the CAD/RMS purchase and installation. No personal use of CITY equipment, supplies or services is allowed and CONSULTANT shall comply with all CITY policies regarding use of CITY resources.

4. BUSINESS LICENSE

CONSULTANT shall obtain and maintain a City business license for the duration of this Agreement.

5. INDEPENDENT CONTRACTOR

In the performance of the services in this Agreement, CONSULTANT is an independent contractor and is not an agent or employee of CITY. CONSULTANT, its officers, employees, agents, and subcontractors, if any, shall have no power to bind or commit CITY to any decision or course of action, and shall not represent to any person or business that they have such power. CONSULTANT has and shall retain the right to exercise full control of the supervision of the services and over the employment, direction, compensation, and discharge of all persons assisting CONSULTANT in the performance of said service hereunder. CONSULTANT shall be solely responsible for all matters relating to the payment of its employees, including compliance with social security and income tax withholding, workers' compensation insurance, and all other regulations governing such matters.

6. TERM OF AGREEMENT

The term of this Agreement shall be for the period of six months, from **June 1, 2020 to November 30, 2020**, or upon reaching the "not-to-exceed" compensation amount, whichever occurs first. This Agreement may be terminated by giving written notice to the other party of that party's intention to so terminate. This Agreement shall be terminated two (2) days from and after the date of delivery or mailing of the notice, unless the notice specifies otherwise.

7. AMENDMENT

Except as otherwise stated herein, any and all obligations of CITY and CONSULTANT are fully set forth and described in this Agreement. Any changes in this Agreement, including any increase or decrease in the amount of compensation or any change in the term, which shall be mutually agreed upon by and between CITY and CONSULTANT, shall be set forth in written amendments to this Agreement.

8. NONDISCRIMINATION

(a) CONSULTANT shall not discriminate in the conduct of the work under this Agreement against any employee, applicant for employment, or volunteer on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, sex, age, sexual orientation or other prohibited basis.

(b) Consistent with CITY's policy that harassment and discrimination are unacceptable employer/employee conduct, CONSULTANT agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by CONSULTANT or CONSULTANT's employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, sex, age, sexual orientation or other prohibited basis will not be tolerated. CONSULTANT agrees that any and all violation of this provision shall constitute a material breach of the Agreement.

9. INDEMNIFICATION

(a) To the fullest extent permitted by law, CONSULTANT shall defend, indemnify, and hold harmless, the CITY, its officers, employees and agents from and against any and all claims, lawsuits, damage, injury and liability for damages arising in the performance of CONSULTANT's services under this Agreement. The CITY shall not be responsible for claims, losses, damage, injury or liability for damages resulting from CONSULTANT.

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

10. INSURANCE

(a) Required Coverage. Without limiting CONSULTANT's indemnification, it is agreed that CONSULTANT shall maintain in force at all times during the term of this Agreement the following types of insurance providing coverage on an "occurrence" basis. Said insurance, with the exception of Worker's Compensation and Errors & Omissions Liability, shall name the CITY as additional insureds and evidence of said insurance shall be delivered to CITY in certificate and endorsement forms acceptable to the CITY prior to execution of this Agreement.

Automobile insurance for the vehicle(s) CONSULTANT uses in connection with the performance of this Agreement. Coverage: at least \$1,000,000 per occurrence for bodily injury and property damage.

Commercial general liability and property damage insurance. Coverage: at least \$1,000,000 per occurrence. The general aggregate limit shall be at least twice the required occurrence limit.

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

E&O/ Professional's Liability, errors and omissions liability insurance appropriate to the CONSULTANT's profession. Coverage: \$1,000,000 per Claim.

(b) General Provisions.

(i) CONSULTANT shall obtain insurance acceptable to the CITY in a company or companies admitted in California and with a Best rating of no less than A VII or as acceptable to the CITY. The endorsements, naming the CITY as an additional insured, are to be signed by a person authorized by CONSULTANT's insurer to bind coverage on its behalf.

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

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

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

(v) The insurance provided by these policies shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty days written notice has been received by the CITY.

(c) Additional Insured. The CITY will be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and this policy protects the additional insured, its officers, agents and employees against liability for personal and bodily injuries, deaths or property damage or destruction arising in any respect, directly or indirectly, in the performance of the contract.

(i) Each such policy shall be endorsed with the following language:
The City of Benicia, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of the Named Insured, including the insured's general supervision of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises owned, leased or used by the Named Insured.

(ii) This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the CITY, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

(iii) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

(iv) The Additional Insured coverage under the CONSULTANT's policy shall be primary and non-contributory and will not seek contribution from the CITY's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

(d) Deductibles and Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to the CITY's Risk Management for approval and shall not reduce the limits of liability. At the option of CITY, either: the insurer shall reduce or eliminate such deductibles or self-insurance retention as respects the CITY, its officers, officials, agents, employees and volunteers; or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Policies containing any self-insured (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the CITY. The CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

11. WORKERS' COMPENSATION

(a) Covenant to Provide. CONSULTANT warrants that it is aware of the provisions of the California 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. CONSULTANT further agrees that it will comply with such provisions before commencing the performance of the work under this Agreement.

(b) Waiver of Subrogation. CONSULTANT and CONSULTANT's insurance company agree to waive all rights of subrogation against CITY, its elected or appointed officials, agents, and employees for losses paid under CONSULTANT's workers' compensation insurance policy which arise from the work performed by CONSULTANT for CITY.

12. NOTICES

Written communications and invoices under this agreement shall be addressed as follows:

To CITY: Erik Upson
City of Benicia
250 East L Street
Benicia, CA 94510

To CONSULTANT: Teresa Murray
Mirror Consulting Group, LLC
208 Isabella Court
Roseville, CA 956110

13. This Agreement shall be deemed to have been executed and entered into in the City of Benicia, County of Solano, and State of California.

IN WITNESS WHEREOF, the undersigned execute this Agreement on the date first written above.

CONSULTANT

CITY OF BENICIA
A Municipal Corporation

BY: Teresa Murray
Title: Owner/CEO

Lorie Tinfow
CITY MANAGER

RECOMMENDED BY:

Erik Upson
POLICE CHIEF

APPROVED AS TO FORM:

Benjamin L. Stock
CITY ATTORNEY

Company Name: Mirror Consulting Group, LLC
Teresa Murray, Owner/CEO – (916) 952-9870

Project: Design (Phase 1) of the Solano County Regional Radio Communications System Joint Powers Authority

Location of the Project: Solano County

Statement of Work

Phase 1 deliverable will consist of a Solano County JPA Design Document, complete with draft documents prepared by JPA legal experts, and all steps necessary to implement a JPA. Each Charter member will receive a copy.

Phase 1 deliverable will also consist of a Tactical Interoperable Communications Plan, (TICP), for each Charter member within Solano County.

Scope of Work Statement

It is the desire of the Management of Benicia Police Department, with full endorsement from the Solano County Law Enforcement Agencies, to achieve specific directives (deliverables) within the County of Solano being represented by the Benicia Police Department for contractual purposes. It is the desire of the Management to outline the components required to create and implement a regional Joint Powers Authority (“JPA”) for all Solano Agencies hereby known as Solano County Regional Radio Communications System (“SCRRCs”). This “Phase 1” Statement of Work will be focused on the creation of the required JPA infrastructure needs, including but not limited to, a formal draft JPA document, identification of all steps and documents necessary to obtain formal approval of, and to form, SCRRCs. “Phase 2” Statement of Work (SOW) shall be provided in the spring (March/April) of 2020 at the request of a predesignated party, Chief Upson, which will outline the actions required to fully implement SCRRCs JPA. This is contingent upon the acceptance and council/board approval of the completed Phase 1 document. The Phase 1 SOW includes the following: The garnering of support from Department Heads/Charter Members of all Public Safety agencies by making our team available for questions/answers at locations to be determined; Draft SCRRCs JPA Agreement; Draft Application for Secondary User Status; Draft SCRRCs Sponsorship Agreement; Draft SCRRCs Secondary User Agreement; To provide guidance, and if requested, assistance to Solano Charter Members to ensure all Radio Tower Engineering reports are completed and update to date; Create the Tactical Interoperable Communications Plan (TICP)* required for SCRRCs; As requested, legal review with each Charter Member’s legal team of any or all draft documents produced in Phase 1; Draft classification description/salary ranges and employment contract for Executive Director for SCRRCs; Draft classification description/salary ranged and employment contract for Administrative Assistant to the Executive Director of SCRRCs; Draft creation documents (e.g. Resolution to create the JPA for adoption by Charter Members, Resolution to be adopted by JPA Board to acknowledge creation of JPA, filing with Secretary of State and others); As requested, review with Charter Members all JPA concept materials before presentation to respective governing bodies for council/board approval; As requested, attend meetings of the member agency governing bodies to address questions concerning JPA concept materials; As requested, facilitate review of all Phase 1 draft documents with Charter Members and others; Review and/or draft JPA Board Policies for SCRRCs; Assist Executive Director with creation of operations documents necessary for implementation; Provide PM for all aspects of the Phase 1 project; Provide Radio Engineering SME for questions/answers as needed

during Phase 1; and Attend all Solano County Communications Meetings which occur every 4th Wednesday of the Month at the Solano EOC location hosted by Don Ryan.

Mirror Consulting Group, LLC (MCG) will, with direction from Chief Upson, work in collaboration with the Charter Members within the County of Solano and any other city employee designated to ensure all parties are involved and educated on the project. Through collaborative goal-oriented planning MCG will aid in ensuring the deliverables and objectives are reached within predesignated agreed upon timelines. Timelines may be updated after initial interviews with all stakeholders.

Deliverables

Deliverables will be based on the following directives issued to Management.

Due dates shall be updated, based on feasibility, once the assessment from the current management has been conducted.

1. Identify Charter Members Involved (listed alphabetically): Benicia, Dixon, Fairfield, Rio Vista, Solano County, Suisun, Vacaville and Vallejo.
2. Garner support from the Department Heads of all agencies to move forward with Phase 1 Concept. Identify next steps as it pertains to Fire Chief Support.
3. Draft Solano County Regional Radio Communications System JPA Agreement.
4. Draft Application for Secondary User status.
5. Draft Solano County Regional Radio Communications System Sponsorship Agreement.
6. Draft Solano County Regional Radio Communications System Secondary User Agreement.
7. All Charter Members within the region shall ensure their radio tower engineering reports are up to date as these will be used to create the TICP for SCRRCs. Note: MCG team is available to review current documents and will provide direction for any agency seeking information. Radio Tower Engineering costs (if needed) are NOT included in this SOW; upon contact a quote can be provided to those agencies seeking direction on a case by case basis.
8. As requested, review the DRAFT Documents (Items 3-6) with Charter Members.
9. Draft classification descriptions/salary ranges and employment contract for Executive Director of SCRRCs.
10. Draft classification description/salary ranges and employment contract for Administrative Assistant to the Executive Director of SCRRCs.
11. Draft creation documents (e.g. Resolution to create the JPA for adoption by charter members, Resolution to be adopted by JPA Board to acknowledge creation of the JPA, filings with Secretary of State and others).
12. As needed, review with Charter Members all JPA concept materials before they present the concepts to their respective governing bodies for council/board approval.

13. As necessary, attend meetings of the member agency governing bodies to address questions concerning JPA concept materials. Related activity.

14. Construct TICP for Solano County Regional Radio Communications System. This will be broken into (2) fiscal years due to time needed to fully complete the document. The first installment is due upon contract authorization- the first installment for the TICP shall be \$14,850.00 (\$1856.25 per Charter Member). The remainder of the TICP cost shall be paid in 20/21 FY. The amount due in 20/21 shall be \$61,400.00 (\$7,675.00 per Charter Member). This shall be billed on a month-to-month basis as work is conducted until completion.

15. Provide Project Management for all aspects of Phase 1- Collaboration, coordination, scheduling and documentation of all communication from meetings, etc.; Provide direction and deliverables to ensure project continues to move forward and is completed on time and within schedule.

16. Provide Subject Matter Expertise from MCG Radio Engineer Team to answer agency questions, provide recommendations and direction, when needed/requested.

17. MCG team (includes Radio Engineer and PM) to attend the Solano County Communications Meetings (held every 4th Wednesday at Solano County EOC for the duration of Phase 1 until ratified (or declined) by agency boards/councils.

18. MCG has included a 15% contingency to absorb project scope slip, if applicable.

Project Success: The project will be determined successful once Directives are delivered within the agreed upon timelines.

Exclusions

Charter Members, in collaboration with Chief Upson as contract holder, retain the right to modify or add additional deliverables. It will be determined by MCG if the modified or added deliverables are within the original scope of work or if additional hours will be required.

Stakeholders

S.No	Name of Stakeholder	Responsibility
1	Erik Upson	Police Chief – Contractual POC
2	Benicia	Charter Member
3	Dixon	Charter Member
4	Fairfield	Charter Member
5	Rio Vista	Charter Member
6	Solano County	Charter Member
7	Suisun	Charter Member
8	Vacaville	Charter Member
9	Vallejo	Charter Member

Payment Terms and Conditions

See Exhibit A attachment for cost summary.

Daily per diem, and misc. expenses based on materials needed to fulfill the terms and conditions of the contract are included in the quote.

The total for Phase 1 of the SCRRCs JPA project, which will include Project Management, MCG legal counsel, MCG radio engineers and subsequent support from the MCG team, is not to exceed \$184,350.00 with an additional 15% contingency of \$27,652.50 *encumbered* if we experience project scope slip. This is based on \$93,000.00 in attorney costs to draft all documents and provide direction for all agencies as stated in the SOW; 70 hours of Radio Engineering SME availability over a 6 month period \$15,050.00; \$4,300.00 for attendance at all Solano County Communications Meetings over a 6 month period for MCG radio engineer and PM (does not include reimbursement of mileage); and 80 hours a month for 6 months (480 hours) \$72,000.00 of MCG Project Management resources.

The total cost of the TICP construction and deliverable is \$76,250.00. TICP includes 250 hours for the Radio Engineering team and 150 hours of MCG for PM and document construction and agency distribution (8 total).

It is understood the City shall be billed in no less than 15-minute blocks. It is determined, based on the deliverables and outcomes desired, the estimated time necessary to achieve success is not to exceed 6 months from Phase 1 project approval. *Note: It is understood the TICP document will cross fiscal years and completion is dependent upon agency tower engineering work being conducted and all documentation provided to MCG for review and inclusion in TICP.*

Mileage will be billed monthly at the current GSA rate. Any additional travel, air, accommodations, registration fees and transportation must be approved by Management prior to booking. All pre-approved travel, air, accommodations, registrations fees, and transportation shall be reimbursed by the City. These expenses will be billed after travel has occurred and shall be included in the monthly invoice. The payments for work shall be made upon receipt and approval of Consultant's invoices and paid within thirty (30) days of receipt.

EXHIBIT A

19/20 FY Impacts:

Phase 1 SCRRCS JPA Design Document Deliverable total: \$184,350.00

Charter member portion: \$23,043.75. Due in 19/20 FY.

Note: MCG will invoice monthly so these funds may overlap 19/20 and 20/21 FY as this is a six (6) month project timeline.

Phase 1 TICP, Part One (1) total: \$14,850.00

Charter member portion: \$1856.25. Due in 19/20 FY.

Total Per Charter Member for 19/20 FY = \$24,900.00

20/21 FY Impacts:

Part Two (2) TICP Document Deliverable total: \$61,400.00

Charter member portion: \$7,675.00. Due in 20/21 FY

Total Per Charter Member for 20/21 FY= \$7675.00

***For Project Slip Contingency there shall be 15% ENCUMBERED. This is NOT payable at the time of contract however to be earmarked in the event of project slip in the 20/21 year.

Contingency total: \$27,652.50

Charter member portion: \$3,456.56 (only triggered if there is project slip in 20/21)

Contact Details:

Teresa Murray, Owner, CEO, Mirror Consulting Group, LLC
916 952-9870 – tmurray@mirrorconsultinggroup.com



SOLANO COUNTY LAW ENFORCEMENT ADMINISTRATORS ASSOCIATION

On Thursday, February 13th, seven of the eight 'Charter Members' of what will be the regional Joint Powers Authority the Solano County Regional Radio Communications System (SCRRCs) unanimously voted to approve the contract with Mirror Consulting Group, LLC to implement Phase One of the creation of the JPA. The unrepresented Charter Member, Rio Vista Police Department, is currently contracted with Solano County Sheriff's Office, and will be represented by the Rio Vista City Manager. Each charter member will be responsible for \$24,900 to fund Phase One. The City of Benicia has agreed to carry the contract with Mirror Consulting Group, LLC and bill the other Charter Members. The undersigned Charter Members agree they will pay their portion of the contract for Phase One no later than August 1, 2020. Additionally, a further \$27,652 will be encumbered by the City of Benicia as a contingency for project slip. The Charter Member portion of this contingency is \$3,456.56 but will only be billed if there is project slip in the 20/21 fiscal year.

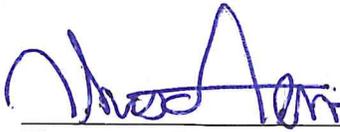
The Charter Members include:

- Solano County
- Benicia
- Dixon
- Fairfield
- Rio Vista
- Suisun
- Vacaville
- Vallejo

Deliverables include but are not limited to:

- Draft SCRRCs JPA Agreement
- Draft Application for Secondary User Agreement
- Guidance in completion of all Radio Tower Engineering reports necessary to complete the JPA
- Tactical Interoperable Communication Plan (TICP)
- Legal review with each Charter Member's legal team
- Draft classification description/salary ranges and employment contract for Executive Director for SCRRCs
- Draft creation documents (resolutions, filings with Secretary of State, etc.)
- Final review/preparation prior to presentation to elected bodies for each Charter Member
- Review and/or draft JPA Board Policies for SCRRCs

Phase One will be completed no later than April 2020. The completed Phase One product will be provided to each Charter Member to bring to their elected bodies for approval and implementation of JPA in Phase Two.

 3/12/2020

Thomas A. Ferrara – Sheriff (Date)
Solano County Sheriff's Office

 3/11/20

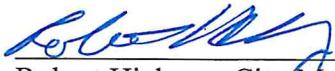
Erik Upson – Chief of Police (Date)
Benicia Police Department

 3/12/2020

Robert Thompson – Chief of Police (Date)
Dixon Police Department

 3/23/20

Randy Fenn – Chief of Police (Date)
Fairfield Police Department

 3/24/2020

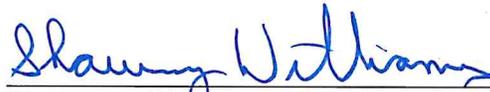
Robert Hickey – City Manager (Date)
(For) Rio Vista Police Department

 3/12/20

Aaron Roth – Chief of Police (Date)
Suisun City Police Department

 3/12/2020

John Carli – Chief of Police (Date)
Vacaville Police Department



Shawny Williams – Chief of Police (Date)
Vallejo Police Department



April 28, 2020

City Council
City of Benicia
250 East L Street
Benicia, CA 94510

Re: Support for the Creation of Solano County Regional Radio Communications System Authority

Members of the Benicia City Council,

The Bay Area Regional Interoperable Communications System (BayRICS) Authority writes today to support the creation of a Joint Powers Authority (JPA) in Solano County to build, maintain, and operate a modern county-wide communications system that would interoperate nearly seamlessly with the Bay Area's other five digital radio systems.

BayRICS, established in 2011, is itself a 12-member joint powers authority (JPA) providing oversight of complex public safety communications projects in the Bay Area and advancing regional communications interoperability in our region. BayRICS is responsible for regional planning, policy, and coordination in support of locally-owned and operated broadband and land-mobile radio (LMR) public safety communications systems. Through the Authority, BayRICS member agencies—together with our partners like Solano County—share lessons learned, coordinate on public safety radio interoperability technical issues, and prepare regionally for catastrophic events and everyday emergencies that may stress our ability to communicate with each other across disciplines and jurisdictions.

The importance of a modern, interoperable public safety communications system cannot be understated. This JPA could make true interoperability a reality in Solano County, and position Solano County agencies to collaborate and communicate with their peers across the region at the touch of a button. In fact, the Solano County JPA's digital radio system could provide uninterrupted Project 25 (P25) radio coverage from the South Bay to Sacramento and beyond, connecting with digital systems like the East Bay Regional Communications System (EBRCS), the Silicon Valley Regional Communications System (SVRCS), and Marin County's radio system (all governed by JPA agreements), as well as other important local systems across our vast region, like San Francisco's, San Mateo County's, Sacramento's, and Davis's, for example.

Solano County is an important mutual aid partner in the Bay Area, and is the home to countless assets that will be vital to our region's response to the next catastrophic event. The series of fires in the North Bay proved that Solano County and the I-80 corridor are critical routes for the movement of personnel, supplies, and the general public. These regional catastrophic events know no boundaries, and our police, fire, and EMS officials must be able to communicate with one another, regardless of their jurisdiction, discipline, agency, or equipment. In a catastrophic earthquake, these radios may be our only method of communication and coordination across the region.

BayRICS appreciates Solano County's continued participation in our regional working groups and communications planning efforts and invites Solano County—and hopefully the newly established JPA—to join BayRICS as a full member in the future.

In sum, BayRICS is in full support of this initiative and believes it would better position the region to effectively respond to disasters and critical incidents together.

Sincerely,

A handwritten signature in black ink, appearing to read 'Corey Reynolds', with a long, sweeping horizontal line extending to the right.

Corey Reynolds
General Manager
BayRICS



Participating agencies include Alameda and Contra Costa Counties and the following cities and special districts: Alameda, Albany, Antioch, Berkeley, Brentwood, Clayton, Concord, Danville, Dublin, El Cerrito, Emeryville, Fremont, Hayward, Hercules, Lafayette, Livermore, Martinez, Moraga, Newark, Oakley, Pinole, Pittsburg, Pleasant Hill, Pleasanton, Richmond, San Leandro, San Pablo, San Ramon, Union City, Walnut Creek, East Bay Regional Park District, Kensington Police Community Services District, Moraga-Orinda Fire District, Rodeo-Hercules Fire District, San Ramon Valley Fire District, University of California, Berkeley and California Department of Transportation

April 27, 2020

925-803-7802

Lisa Wolfe
City Clerk
City of Benicia
250 East L Street
Benicia, CA 94510

Regarding: Solano County Joint Powers Agreement for Radio Communications

Dear Lisa Wolfe,

Please accept this letter of support for the Solano County Joint Powers Agreement for Radio Communications. East Bay Regional Communications System Authority (EBRCSA) is a Joint Powers Agreement (JPA) between Alameda County and Contra Costa County for a two (2) County Radio Communications System. EBRCSA serves Police, Sheriff, Fire, EMS, and Public Works in Alameda and Contra Costa Counties. In addition EBRCSA serves all the Cities in the two (2) counties.

The system has been in operation since May 2012 and serves 48 member agencies and approximately 20,000 users. The EBRCSA JPA was determined the best solution to the ongoing problem of independent radio systems which could not communicate with each other.

The JPA allows EBRCSA members to communicate via the radio system which connects all Law Enforcement, Fire, EMS and Cities who are responsible for the safety of our communities. The system also allows communication with our Federal and State partners. Prior to the JPA, if two agencies needed to communicate via the radio, a bridge would need to be implemented and this was laborious and took time. EBRCSA members can now communicate by just changing the radio channel.

The JPA is a means for cities to achieve efficiencies in maintaining the system and when purchasing equipment. The Grants EBRCSA applies for require that multiple partners will benefit from the Grant award. The JPA is instrumental when applying for Grants as equipment purchased through the grant serves multiple agencies extending the benefit of the grant from a single agency to multiple agencies.

Solano County has built a robust Master Site, same as the one which serves EBRCSA. The Master Site for Solano County will allow all agencies in Solano County to communicate with each other. The formulation of the JPA is the first step of developing a system to serve the communities within Solano County.

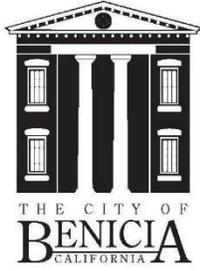
EBRCSA supports the Solano County Joint Powers Agreement. The JPA will allow Solano County, Contra Costa County, and Alameda County to use Interoperable channels in an emergency. In addition, the City of Davis, UC Davis, and City of Sacramento also have a similar Radio Communications system. Public safety will be able to communicate from the City of Fremont to Sacramento when the Solano Radio System is completed. The Solano County System will fill the gap between Contra Costa County and Sacramento.

The Solano County JPA will create a common communications operating system and all Cities in Solano County will have the same ability to communicate.

Sincerely,



Tom McCarthy
Executive Director
East Bay Regional Communications System Authority



**AGENDA ITEM
CITY COUNCIL MEETING DATE – MAY 5, 2020
BUSINESS ITEMS**

TO : City Manager

FROM : Finance Director

SUBJECT : **GENERAL FUND FINANCIAL FORECAST IN RESPONSE TO COVID-19 PANDEMIC**

EXECUTIVE SUMMARY:

Staff has reviewed the City’s General Fund budget and created an initial financial forecast in response to the novel coronavirus (COVID-19) and its estimated impacts on the City’s local economy. The forecast focuses primarily on the City’s revenues and incorporates information sourced from economic experts as well as financial trend analysis based on the City’s economic history. Due to the quick-changing nature of information and action from both the State and City in response to COVID-19, staff prepared this forecast to present a potential scenario based on the best available information available at the time it was prepared. The purpose of the forecast is to review and discuss the potential budgetary impacts, with the intent to adjust the budget when staff returns with a mid-cycle budget update in June 2020. There is no action or budget adjustment associated with this report.

RECOMMENDATION:

Move to accept the General Fund Financial Forecast for Fiscal Years 2019-2021 as shown in Attachment 1.

BUDGET INFORMATION:

This financial forecast provides an initial update to the General Fund revenues and expenses due to the sudden impact of the coronavirus pandemic on local revenues. At this time, the projected shortfall for the General Fund for 2019-20 is approximately \$2.5 million and for 2020-21 the projected shortfall is approximately \$8.5 million.

BACKGROUND:

GLOBAL PANDEMIC AND POTENTIAL RECESSION

In late 2019, the novel coronavirus (COVID-19) began to spread in China and throughout the world, causing a global pandemic. In response, as an effort to slow down the spread of the virus, national governments issued travel bans, prohibited mass assembly, and many local governments issued shelter-at-home orders, only allowing essential businesses to operate. On March 15, 2020,

Benicia City Manager issued a proclamation of local emergency in response to the COVID-19. The restriction of movement and commerce has affected the global economy and many experts and economists speculate that the long-term economic impact may result in an economic recession.

The swift reaction by consumers and businesses to the outbreak of COVID-19 in the United States has caused a massive decrease in spending on certain goods and services. The national and statewide response, combined with the uncertainty of how long the presence of the virus will disrupt the U.S. economy, has made forecasting local government revenues particularly challenging. On March 27, 2020, President Trump signed a \$2 trillion economic stimulus bill, the Coronavirus Aid, Relief, and Economic Security (CARES) Act, the largest such package in U.S. history. Although the stimulus package was released very quickly, the depth and duration of the negative economic impacts are unknown. Currently, the CARES Act does not provide direct assistance to local governments under 500,000 in population. Since then, additional stimulus funds have been released, but given the scale of the business disruption during the shelter-at-home order, the beneficial impact of the funds is not yet known.

To develop this updated forecast, City staff relied on the economic and financial recommendations provided by the Government Finance Officers Association (GFOA), financial consultants, HdL Companies, League of California Cities webinars and written materials, and articles written by many renowned economists and other experts.

Dr. Robert Eyler, the Sonoma State Professor who advises Solano Economic Development Corporation (EDC) and with whom the City of Benicia has contracted for assistance, described the expected financial impact as being equal to a combination of the Great Recession and 9/11 on various business sectors.

The assumptions relied upon for developing the COVID-19 forecast also assume a slow reopening of business activity and social interaction as described by Governor Newsom in late April and no second shelter-at-home order later this year or during the first half of next year.

GENERAL FUND FINANCIAL FORECAST: REVENUE

The two-year financial forecast included as Attachment 1 presents projected revenue in the General Fund at approximately \$41.1 million in FY 2019-2020 (a decrease of \$4.9 million from the revised budget presented at the March 3, 2020 meeting) and approximately \$36.6 million in FY 2020-2021. For the forecast revenue assumptions, the City applied guidance from various sources (including HdL Companies, the League of California Cities' financial expert Michael Coleman's and Dr. Eyler's outlooks), and in other cases applied only the fiscal trend experienced in the Great Recession to the forecast time period. The largest projected decrease comes in the form of sales tax revenue, but most other revenue categories are also negatively impacted. The following highlights the basis for the underlying assumptions for each of the City's revenue categories.

- ❖ **Property Taxes** – Although Governor Gavin Newsom made allowances for the postponement of property tax payment, Solano County did not defer the due date for

property taxes. Therefore, the City estimates receiving the budgeted property tax revenue for the remainder of this fiscal year, FY 2019-2020, but as the housing market slows down, the City anticipates a 4% decrease in the amount of approximately \$749,000 for FY 2020-2021.

- ❖ **Sales Tax** – The impact of this pandemic on sales tax to local revenues is immediate. The closure of non-essential businesses and the State’s deferral and loan program will impact the amount received by the City for the last two quarters of FY 2019-2020. The City applied the effects of the sales tax deferrals and the predicted industry losses by quarter for the remainder of FY 2019-2020 for a loss of approximately \$2 million. Also, the City applied the compounded effect of the Great Recession as well as the impact of 9/11 for an additional 24% decrease of approximately \$1.1 million for FY 2020-2021.
- ❖ **Measure C Sales Tax** – Similar to sales tax mentioned above, the impact of our local add-on sales tax to local revenues is immediate. HdL, the City’s sales tax consultant, assisted with estimates to include the deferrals and the predicted industry losses by the quarter for the remainder of FY 2019-2020 for a loss of \$1.8 million. Once again, the City applied the compounded effect of the Great Recession as well as the impact of 9/11 for an additional 24% decrease of approximately \$1 million for FY 2020-2021.
- ❖ **Utility User Tax (UUT)** – The FY 2019-2020 updated amount is approximately \$200,000 less than the revised mid-year budget based on expected payments. As more people continue to shift from cable plans to streaming services, the City estimates a 5% decrease in the amount of \$220,000 in FY 2020-2021.
- ❖ **Franchise Fee** – The changes to franchise fees for solid waste, gas, electric, and Valero will be temporary. Franchise fees for Valero is calculated over a 5-year average to eliminate any major spikes in operations such as this pandemic or a planned shut down for maintenance. Based on year-to-date actuals, the City estimates an 11% decrease in the amount of \$235,000 in FY 2019-2020 compared to the current budgeted amount. For FY 2020-2021 the City applied a 7% decrease in the amount of \$130,000 based on the trend the City is experiencing in varying industries, especially with cable.
- ❖ **Transient Occupancy Tax** – The impact to the transient occupancy tax will be felt immediately for the current quarter. Travel and social distancing restrictions will impact the hotels with a decline of 75% to 90% in the current quarter for a total decrease of \$130,000 or a 24% decrease in FY 2019-2020. Following the trend experienced during the Great Recession, the City applied an additional 3% decrease in the amount of \$12,300 in FY 2020-2021.
- ❖ **Business License Tax** – In an attempt to assist local businesses, the City has allowed for a deferral of business license tax until June 15. Due to the deferral, current trend has a decrease of revenues of 32% with a 25% decrease in number of business licenses filed to date compared to this time last year. Staff has reduced the revenues for FY 2019-2020 by 13.5% in the amount of \$74,400. Also, following the trend experienced in the Great Recession, the City applied an 8% decrease in the amount of \$38,000 for FY 2020-2021.
- ❖ **Other Taxes** – Other taxes includes property transfer taxes and cannabis taxes. City revenues will be impacted immediately for the loss of property transfer tax. Based on year-to-date actuals and expected receipts, the City anticipates receiving \$160,000 in FY

2019-2020. The City applied the trend experienced in the Great Recession for a slowing of housing and commercial property market, which is a 60% decrease in the amount of \$96,000 for FY 2020-2021.

- ❖ **Licenses and Permits/Charges for Services** – The impact to licenses/permits and charges for services will be felt immediately. As the stay-at-home order continues due to social distancing concerns, spring recreation programs have been cancelled with refunds for the cancelled programs being processed. Development applications are impacted by economic concerns and processing the plans and permits have slowed considerably due to social distancing concerns. Based on year-to-date actuals, the City estimates receiving \$2.7 million in FY 2019-2020, which is a decrease of approximately \$280,000 or 9%. For FY 2020-2021, another 9% decrease in the amount of \$252,600 is being projected.
- ❖ **Fines and Forfeitures** – City revenues for fines will be impacted within 60 to 120 days. Following the trend experienced in the Great Recession, the City applied a 10% decrease in the amount of \$16,880 for FY 2019-2020 and an 8% decrease in the amount of \$12,200 for FY 2020-2021.
- ❖ **Use of Money and Property** – In March 2020, the Federal Reserve made two emergency interest rate cuts totaling 1.5%, within two weeks, in an attempt to bolster financial markets. Also, the City estimates lower interest earnings due to potential fair market value adjustments. In FY 2019-2020, a decrease of \$371,800 or 41% is anticipated for the change in fair market value adjustment.
- ❖ **Other Agency/Other Revenues** - Based on year-to-date actuals and expected receipts from Valero for the temporary Fire Lieutenant position, administrative fees for business licenses, and the Maritime dispatch contract, the City anticipates receiving \$615,200 in FY 2019-2020 and the budget will remain flat for FY 2020-2021 when the position funding by Valero for the Fire Lieutenant will be updated in June 2020.

Financial losses associated with this unprecedented pandemic have been stark and immediate. The projected General Fund revenues, including transfers in and other previously approved funding sources, totals \$47.5 million for FY 2019-2020 and \$37.2 million for FY 2020-2021.

GENERAL FUND FINANCIAL FORECAST: EXPENDITURES

The two-year financial forecast also presents projected expenditures in the General Fund, including transfers out, at \$50.0 million in FY 2019-2020 and \$45.6 million in FY 2020-21. Although the analysis was primarily focused on the City's revenue sources and potential impacts, staff reviewed two key expenditure categories to provide a better understanding of year-end expenditures.

- ❖ **Salaries and Benefits** – Typically salaries and benefits expenses are budgeted assuming no vacancies—each position is assumed to be filled for the entire fiscal year even though that rarely occurs. For the 2019-20 forecast shown in Attachment 1, staff refined the salaries and benefits expenditures to reflect actual expectations. As a result, salary and benefit cost projections were reduced by \$1 million for Fiscal Year 2019-2020 only.

- ❖ **Expenditure Carryover** – Operating appropriations not spent during the fiscal year may be carried over for specific project purposes, as identified and approved during the City’s fiscal year end process. Staff sent out a preliminary list of open purchase orders for departments to review and determine if there were any purchase orders that could be closed now, as opposed to waiting until year-end. Based on each department’s analysis, staff closed several purchase orders which provided a better estimate of expenditures for FY 2019-2020. The reduction in carryover reduced the year-end expenditure estimate for FY 2019-2020 by approximately \$481,400, primarily related to the contracted services expenditure category.

As shown in Attachment 1, the two-year financial forecast presents an approximate shortfall in the General Fund of \$2.5 million for FY 2019-2020 and \$8.4 million for FY 2020-2021. This forecast is provided as a planning tool to begin navigating these challenges. Staff will incorporate potential solutions and strategies to cover the budgetary shortfall when the mid-cycle update is presented in June 2020. The majority of the “actuals expenditure” data for the two-year forecast was pulled in early April. Staff will have an additional two months of “actuals” data for the mid-cycle presentation, which will provide a more detailed analysis of any budgetary shortfalls.

GENERAL FUND FINANCIAL FORECAST: PRELIMINARY BUDGET BALANCING

The City of Benicia is in the fortunate position of having two reserves that total 20% of the General Fund, one designated for emergencies such as a major earthquake, and the other for economic uncertainty. There is also other funding that has accrued from budget savings in past years referred to as “unassigned fund balance”. On March 3, 2020, the Council assigned some of these funds, but little action has been taken to execute the allocations since then because of the City’s focus on responding to the pandemic. When staff returns in June with a mid-cycle budget adjustment report for 2019-20 and 2020-21, it will include recommendations for bringing both fiscal years into balance by drawing on these sources.

NEXT STEPS:

Return in June 2020 with a mid-cycle budget report for Fiscal Years 2019-21, which will allow refinement of the budgeted revenues in this unprecedented environment. In addition, staff expects to provide regular updates to the City Council on the City’s financial status.

ALTERNATIVE ACTIONS:

Provide alternative direction to staff related to the financial forecast.

General Plan	Goal 1: Creating a sustainable community in Benicia
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Priority Based Budgeting	Strategic City Result Impacted by this Agenda Item
	The City Council and community identified six (6) key “Results” that establish the key goals for which the City of Benicia aspires to achieve with our programs and services. Agenda Items often influence multiple Results, the primary Result impacted by this Agenda Item is (please check one):

	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Protect Community Health & Safety <input checked="" type="checkbox"/> Maintain & Enhance A High Quality of Life <input type="checkbox"/> Preserve & Enhance Infrastructure <input checked="" type="checkbox"/> Strengthen Economic & Fiscal Conditions <input type="checkbox"/> Protect & Enhance the Environment <input type="checkbox"/> High Performing Government <p style="text-align: center;">City Programs Impacted by This Agenda Item (Top 3):</p> <ol style="list-style-type: none"> 1. Emergency Operation System Management and Emergency Preparedness 2. Financial Planning <p style="text-align: center;">Priority Based Budgeting (PBB) Website:</p> <p>Coming soon in Spring 2020 will be a link to the City of Benicia’s PBB website to learn more about these programs and their costs.</p>
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<p>CEQA Analysis</p>	<p>The proposed amendments are exempt from the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3), the “general rule” exemption that states that where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is exempt from CEQA. The City has determined that the proposed changes will not have an impact on the environment and therefore are exempt from CEQA under the general rule.</p>
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ATTACHMENT:

- 1) General Fund Financial Forecast

For more information contact: Cindy Mosser, Finance Director

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Attachment 1 - General Fund Financial Forecast

City of Benicia
COVID-19 Response Financial Forecast

REVENUES	FY 2019-20 Original Budget	FY 2019-20 Revised Budget	FY 2019-20 Projected	FY 2020-21 Projected
PROPERTY TAXES	18,532,800	18,712,800	18,712,800	17,964,300
SALES TAX	6,535,200	6,647,000	4,624,400	3,514,500
MEASURE C SALES TAX	5,558,000	5,989,000	4,188,900	3,183,600
UTILITY USER TAX (UUT)	4,598,000	4,598,000	4,400,000	4,180,000
FRANCHISE FEE	2,092,500	2,092,500	1,857,200	1,727,200
TRANSIENT OCCUPANCY TAX	540,000	540,000	410,000	397,700
BUSINESS LICENSE TAX	549,700	549,700	475,300	437,300
OTHER TAXES	137,100	137,100	160,000	64,000
LICENSES & PERMITS / CHARGE FOR SERVICE	2,990,070	2,990,070	2,710,000	2,457,400
FINES & FORFEITURES	168,880	168,880	152,000	139,800
USE OF MONEY AND PROPERTY	894,100	894,100	522,300	400,000
OTHER AGENCY / OTHER REVENUES	416,080	456,430	615,200	488,000
COST ALLOCATION	1,700,000	1,769,500	1,769,500	1,700,000
TRANSFERS IN	480,130	480,130	489,400	-
TOTAL GENERAL FUND REVENUES	45,192,560	46,025,210	41,087,000	36,653,800
USE OF APPROPRIATED FUND BALANCE	1,950,160	6,413,342	6,413,342	592,856
USE OF RESERVES	-	-	-	-
TOTAL REVENUES & USE OF RESERVES	47,142,720	52,438,552	47,500,342	37,246,656
EXPENDITURES	FY 2019-20 Original Budget	FY 2019-20 Revised Budget	FY 2019-20 Projected	FY 2020-21 Projected
SALARIES & BENEFITS	27,632,755	29,069,153	28,069,100	30,074,800
CONTRACTED SERVICES	6,399,040	8,525,753	7,490,000	6,281,800
SUPPLIES	1,286,245	1,370,800	1,369,500	1,310,700
UTILITIES	1,301,960	1,301,960	1,302,000	1,313,600
OTHER EXPENSES	2,047,950	2,329,502	2,329,500	2,057,900
COST ALLOCATION / INTERNAL SERVICE	1,828,020	2,066,160	2,066,200	1,626,700
TOTAL OPERATING EXPENDITURES	40,495,970	44,663,328	42,626,300	42,665,500
CAPITAL OUTLAY / PROJECT HOLDING	1,460,250	631,207	594,000	182,100
DEBT SERVICE	114,300	324,707	324,700	324,700
TOTAL CAPITAL / DEBT SERVICE	1,574,550	955,914	918,700	506,800
TRANSFERS OUT	5,072,200	6,819,310	6,419,300	2,428,300
TOTAL GENERAL FUND EXPENDITURES	47,142,720	52,438,552	49,964,300	45,600,600
NET SURPLUS / (DEFICIT)	-	-	(2,464,000)	(8,353,900)