



**BENICIA CITY COUNCIL  
CITY COUNCIL MEETING AGENDA**

**Benicia City Hall, 250 East L Street  
October 1, 2019  
7:00 PM**

**Call To Order**

**1. Closed Session (6:30 P.M.)**

**1.A - CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**

**Pursuant to Government Code Section 54956.9(d)(1)**

**Name of case: APS West Coast dba Ampports v. City of Benicia etal. regarding Yuba or 678 East H Street**

**2. Convene Open Session (7:00 P.M.)**

**3. Roll Call**

**4. Pledge Of Allegiance**

**5. Reference To The Fundamental Rights Of The Public**

A plaque stating the fundamental rights of each member of the public is posted at the entrance to this meeting room per section 4.04.030 of the City of Benicia's Open Government Ordinance.

**6. Announcements**

**6.A - ANNOUNCEMENTS FROM CLOSED SESSION, IF ANY**

## **6.B - MAYOR'S OFFICE HOURS**

Mayor Patterson will maintain an open office every Monday (except holidays) in the Mayor's office of City Hall from 6:00 to 6:30 p.m. during the month of October. No appointment is necessary. Other meeting times may be scheduled through City Hall by calling 707-746-4200.

## **6.C - OPENINGS ON BOARDS AND COMMISSIONS**

- Building Board of Appeals  
1 Full Term, Expiring July 31, 2023
  
- Economic Development Board  
2 Full Terms, Expiring July 31, 2023
  
- Library Board of Trustees  
3 Full Terms, Expiring July 31, 2022
  
- Community Sustainability Commission  
3 Full Terms, Expiring July 31, 2023
  
- Open Government Commission  
1 Partial Term, Expiring July 31, 2021

## **7. Proclamations**

### **7.A - FIRE PREVENTION WEEK**

[Proclamation - Fire Prevention Week](#)

### **7.B - NATIONAL DOMESTIC VIOLENCE AWARENESS MONTH 2019**

[Proclamation - National Domestic Violence Awareness Month 2019](#)

## **8. Appointments**

### **8.A BOARDS AND COMMISSION SUBCOMMITTEE'S RECOMMENDATIONS**

Subcommittee's recommendation to the Mayor of Michelle Fernandez for the Community Sustainability Commission, Student Commissioner for a full student term ending July 31, 2020.

Subcommittee's recommendation to the Mayor of Gabrielle Malte for the Parks, Recreation and Cemetery Commission, Student Commissioner for a full student term ending July 31, 2020.

Subcommittee's recommendation to the Mayor of Brandon Marshall for the Building Board of Appeals for a full term ending July 31, 2023.

Subcommittee's recommendation to the Mayor of Danny Crumpton for the Economic Development Board for a full term ending July 31, 2023.

Subcommittee's recommendation to the Mayor of Christopher Kerz for the Economic Development Board for a full term ending July 31, 2023.

Subcommittee's recommendation to the Mayor of Carolyn Cadloni for reappointment to the Library Board of Trustees for a full term ending July 31, 2022.

Subcommittee's recommendation to the Mayor of Judith Boyle for reappointment to the Library Board of Trustees for a full term ending July 31, 2022.

Additional Applicants:

Sean Hurley, Economic Development Board

Phillip Chambers, Library Board of Trustees

[Fernandez, Redacted Application](#)

[Malte, Redacted Application](#)

[Marshall, Redacted Application](#)

[Crumpton, Redacted Application](#)

[Kerz, Redacted Application](#)

[Cadloni, Redacted Application](#)

[Boyle, Redacted Application](#)

[Hurley, Redacted Application](#)

[Chambers, Redacted Application](#)

## **9. Presentations**

None

## **10. Adoption Of Agenda**

## **11. Opportunity For Public Comments**

This portion of the meeting is reserved for persons wishing to address the Council on any matter not on the agenda that is within the subject matter jurisdiction of the City Council. State law prohibits the City Council from responding to or acting upon matters not listed on the agenda. Each speaker has a maximum of five minutes for public comment. If others have already expressed your position, you may simply indicate that you agree with a previous speaker. If appropriate, a spokesperson may present the

views of your entire group. Speakers may not make personal attacks on council members, staff or members of the public, or make comments which are slanderous or which may invade an individual's personal privacy.

## **12. Written Comment**

## **13. Public Comment**

## **14. 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.

### **14.A - APPROVAL OF AGREEMENT FOR THE CORDELIA WATER PUMP STATION MOTOR CONTROLLER PROJECT (Public Works Director)**

The Cordelia Pump Station Motor Controller Project consists of designing, building, installing and integrating a motor controller on the City's water pump station located in Cordelia. The purpose of the project is to provide the raw water delivery system with a safe, reliable, and automated pump at the City-owned and operated Cordelia Pump Station.

Recommendation:

Adopt the resolution (Attachment 1) approving an agreement with Telstar Instruments (Attachment 2) for the Cordelia Pump Station Motor Controller Project (Attachment 3) in the amount of \$70,975; authorizing the City Manager to sign the agreement and any change orders on behalf of the City, subject to the City Attorney's approval, up to \$78,075, which includes a 10% contingency of \$7,100; and approving a budget adjustment from Water Enterprise Reserves to the project in the amount of \$78,075.

[Staff Report - Cordelia Pump Station Motor Controller Project](#)

[1. Resolution - Cordelia Pump Station Motor Controller Project](#)

[2. Agreement - Cordelia Pump Station Motor Controller Project](#)

[3. Site Plan - Cordelia Pump Station Motor Controller Project](#)

### **14.B - AUTHORIZE PURCHASE OF ONE (1) REPLACEMENT POLICE VEHICLE (Police Chief)**

Due to the damage sustained in a collision on July 18, 2019, Benicia Police Department patrol vehicle #503 has been declared a total loss by an insurance adjuster. The Police Department is requesting a

budget adjustment in the department's fleet replacement fund and approval to purchase a replacement vehicle.

Recommendation:

Authorize the purchase of one (1) Ford Explorer Hybrid for the Police Department from Folsom Lake Ford and the outfitting costs from Lehr and Color Zone, totaling no more than \$64,981.00. In addition, adopt a resolution (Attachment 1) to increase the FY 19-20 Police Department's Internal Service Fund (ISF) Vehicle Replacement budget by \$64,981.00 and authorize the Police Chief to sign the purchase order on behalf of the City.

[Staff Report - Vehicle Purchase](#)

[1. Resolution - Vehicle Purchase](#)

**14.C - SECOND READING AND ADOPTION OF AN ORDINANCE TO AMEND THE BENICIA MUNICIPAL CODE CHAPTER 2.64 BOARD OF LIBRARY TRUSTEES (Director of Library and Cultural Services)**

The proposed ordinance will amend Chapter 2.64 of the Benicia Municipal Code (Board of Library Trustees) to update the Board's chartering documents to reflect current practice. The Council introduced this ordinance on September 17, 2019. This action will adopt the ordinance.

Recommendation:

Adopt the ordinance (Attachment 1) to amend Chapter 2.64 of the Benicia Municipal Code to reflect current practices and duties of the Board of Library Trustees. A red-lined copy of the ordinance is also attached for clarity (Attachment 2).

[Staff Report - Library Board of Trustees](#)

[1. Ordinance - Library Board of Trustees](#)

[2. Red Lined Ordinance - Library Board of Trustees](#)

**14.D - AWARD CONTRACT FOR ON-CALL TREE SERVICE WORK (Parks and Community Services Director)**

The two-year contract for on-call tree service work will streamline contracting for City tree maintenance work, reduce per unit costs for work performed, improve maintenance project planning by providing certainty for project costs, and save staff time that can be redirected from the bid process to other priority work.

Recommendation:

Adopt the resolution (Attachment 1), awarding a two-year contract for on-call tree service work (Attachment 2) to A Plus Tree, Inc. of Pleasant Hill, CA, and authorizing the City Manager to sign the contract.

[Staff Report - On-Call Tree Service Work](#)

[1. Resolution - On-Call Tree Service Work](#)

[2. Contract - On-Call Tree Service Work](#)

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

**15. Business Items**

**15.A - ACCEPTANCE OF "STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE" (SAFER) GRANT (Fire Chief)**

The Fire Department is requesting approval to accept a Staffing for Adequate Fire and Emergency Response (SAFER) Grant. The grant would partially fund three limited-term firefighter positions. The addition of three grant-funded firefighter positions would support the Fire Department's goal of providing excellent emergency response service in an effort to ensure the safety of our community.

Recommendation:

Adopt a resolution (Attachment 1), accepting the Staffing for Adequate Fire and Emergency Response (SAFER) Grant, authorize the hiring of three additional firefighters for a limited term of three years, and authorize the temporary promotion of three Fire Lieutenant positions for a limited term of three years.

[Staff Report - SAFER Grant](#)

[1. Resolution - SAFER Grant](#)

[2. SAFER Matching Funds Detail](#)

[3. SAFER Grant Award Letter](#)

**15.B - CITY ACTION ON LEAGUE OF CALIFORNIA CITIES' ANNUAL CONFERENCE RESOLUTIONS (City Manager)**

The City of Benicia is a member of the League of California Cities (the "League"). The League will hold its Annual Conference on October 16-18, 2019, in Long Beach, California. Each year, resolutions that focus on municipal issues of statewide importance are considered. This year there are two resolutions being considered by the League as part of the conference.

Recommendation:

Instruct the voting delegate, Mayor Elizabeth Patterson, and the alternate, Assistant City Manager Alan Shear, to express support on the attached resolutions (Attachment 1) at the League's 2019 Annual Conference.

[Staff Report - League of California Cities' Annual Conference Resolutions](#)

[1. League of California Cities Resolutions Packet 2019](#)

**16. Adjournment (8:45 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](http://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.

<b>Contact Your Council Members</b>
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If you would like to contact the Mayor or a Council Member, please call the number listed below to leave a voicemail message.

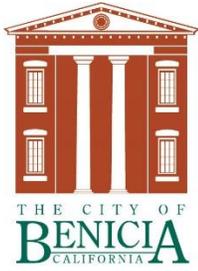
Mayor Patterson: 746-4213

Vice Mayor Strawbridge: 746-4213

Council Member Campbell: 746-4213

Council Member Young: 746-4213

Council Member Largaespada: 746-4213



# PROCLAMATION

IN RECOGNITION OF

## Fire Prevention Week

**WHEREAS**, Fire Prevention Week was established to commemorate the Great Chicago Fire, the tragic 1871 conflagration that killed more than 250 people, left 100,000 homeless, destroyed more than 17,400 structures and burned more than 2,000 acres; and

**WHEREAS**, according to the National Archives, Fire Prevention Week is the longest running public health and safety observance on record; and

**WHEREAS**, home fires killed 2,630 people in the United States in 2017, according to the National Fire Protection Association (NFPA), and fire departments in the United States responded to 357,000 home fires; and

**WHEREAS**, the Benicia Fire Department is committed to ensuring the safety and security of all those living in and visiting Benicia; and

**WHEREAS**, the Benicia Fire Department promotes fire safety in the community, and the Fire Department has planned fire prevention programs for school-age children, guests, and residents of the City; and

**WHEREAS**, the National Fire Protection Association sponsors Fire Prevention Week in cooperation with local fire departments; and

**WHEREAS**, the theme of National Fire Prevention Week for 2019 is “Not Every Hero Wears a Cape. Plan and Practice Your Escape!” and reminds us that we need to take personal steps to increase our safety from fire.

**NOW, THEREFORE, BE IT RESOLVED THAT I**, Elizabeth Patterson, Mayor of the City of Benicia, and on behalf of the City Council of the City of Benicia hereby proclaim the week of October 6-12, 2019, as Fire Prevention Week and urge citizens to be responsive to public education measures and to take action to increase their safety from fire, especially in their homes.



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Elizabeth Patterson, Mayor  
October 1, 2019



# PROCLAMATION

IN RECOGNITION OF

## National Domestic Violence Awareness Month 2019

**WHEREAS**, this year marks the 32<sup>nd</sup> anniversary of National Domestic Violence Awareness Month; and

**WHEREAS**, while progress has been made in raising awareness about this crime and providing resources, including the safe house in Benicia sponsored by Soroptimist International of Benicia and SafeQuest Solano, much work remains to be done; and

**WHEREAS**, domestic violence is a serious crime that affects people of all races, ages, gender and income levels; and

**WHEREAS**, domestic violence is widespread and affects over 4 million Americans each year; and

**WHEREAS**, there were 65 *reported* domestic violence incident calls for Benicia from January 1, 2019 through September 23, 2019; and

**WHEREAS**, domestic violence costs the nation billions of dollars annually in medical expenses, police and court costs, shelters, foster care, sick leave, absenteeism and non-productivity; and

**WHEREAS**, children that grow up in violent homes are believed to be abused and neglected at a rate higher than the national average.

**NOW, THEREFORE, BE IT RESOLVED THAT I**, Elizabeth Patterson, Mayor of the City of Benicia, on behalf of the City Council, do hereby:

1. Proclaim October 2019 as Domestic Violence Awareness Month in Benicia; and
2. Urge everyone to work together to eliminate domestic violence through prevention, education and intervention programs; and
3. Urge everyone to participate in the Soroptimist International of Benicia Domestic Violence Vigil from 5:30-6 p.m. on Thursday, October 10, 2019 on the First Street side of City Park.

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Elizabeth Patterson, Mayor  
October 1, 2019





**City of Benicia Board/Commission/Committee Application**

It is the intent of the City Council to have Boards, Commissions or Committees composed of people from all geographical, social, environmental and economic sectors of the community and to avoid potential conflicts of interest.

Please check the board, commission, or committee you wish to apply for:

- Arts and Culture Commission
- Benicia Housing Authority Board of Commissioners
- Board of Library Trustees
- Civil Service Commission
- Economic Development Board
- Finance, Audit & Budget Committee
- Historic Preservation Review Commission
- Human Services & Arts Board
- Open Government Commission
- Parks, Recreation & Cemetery Commission
- Planning Commission
- Sustainability Commission
- Sky Valley Open Space Committee
- Uniform Code Board of Appeals

Name: Michelle \_\_\_\_\_

Address: [REDACTED] \_\_\_\_\_

Phone: (Work) \_\_\_\_\_ (Home) \_\_\_\_\_

(Cell) [REDACTED] \_\_\_\_\_ Fax: \_\_\_\_\_

Email: [REDACTED] \_\_\_\_\_ Years as Benicia resident: 15 \_\_\_\_\_

Occupation/Employer: student at BHS \_\_\_\_\_

Please note your most recent community or civic volunteer experience: \_\_\_\_\_

Helped supervise and assist at the STEM makers fair. \_\_\_\_\_

Please describe any applicable experience/training: \_\_\_\_\_

Intro to architecture and engineering as well as the Benicia Youth Commission. \_\_\_\_\_

*All applications are considered public records and will be retained in an active file for at least one year from date of receipt.*

Signature: Michelle Fernandez \_\_\_\_\_ Date: 5/1/19 \_\_\_\_\_



## Community Sustainability Commission Application

In addition to completing the City of Benicia Board/Commission/Committee Application form, please respond to the following questions:

1. What interests you about this Commission?

I'm interested in the commission because I'd like more opportunities to contribute and give back to my community. I'd like to see first hand what the commission does for Benicia and participate in as many events as I can to become more involved with the city.

2. Please describe any background or experience you may have in one or more of the following areas: (1) water quality, (2) water use efficiency and conservation; (3) air quality; (4) local and regional ecology; (5) energy; (4) mobility; (6) land use/stewardship; (7) green site planning and building; (8) waste management; (9) community and regional economics/finance; (10) social justice; (11) public relations, and/or, (12) local based business management (merchants, etc):

11, I have helped in several public events for the city. So far, I've helped set flags for memorial day with BYC and assisted during the yearly "fun run"(run for education). I recently helped during the makers fair and promote younger children to also join the STEM field. I also spoke publicly to the board during 2016 crude by rail in opposition to let crude by rail happen.

3. Have you read the City's Climate Action Plan? What aspects of this plan do you find important and why?

While I have not read it, I plan to. This plan is important considering it would help Benicia truly go green. It would support several decisions that would benefit the community and on a global scale by helping combat climate change.

4. How do you see the Community Sustainability Commission supporting sustainability and climate protection planning in the Benicia community?

I see it helping locals make more conscious decisions when it comes to solving the issue of climate change.

**\*\*Please limit each response to 250 words and attach separately, if necessary\*\***

# Benicia, CA Application

## Profile

Gabrielle \_\_\_\_\_ K \_\_\_\_\_ Malte \_\_\_\_\_  
First Name Middle Initial Last Name

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Suite or Apt

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Postal Code

\_\_\_\_\_  
Primary Phone

\_\_\_\_\_  
Alternate Phone

\_\_\_\_\_  
Employer

Student \_\_\_\_\_  
Job Title

## Which Boards would you like to apply for?

Parks, Recreation and Cemetery Commission: Submitted

## Interests & Experiences

### Why are you interested in serving on a board or commission?

I feel that I am an excellent candidate for the position of Parks, Recreation and Cemetery Student Commissioner. For the past two years, I have worked on the Benicia Youth Commission, as both a member and secretary. I am extremely proud of the work I accomplished with the organization and enjoyed being able to represent the city's student body. Although the Youth Commission is no longer active, I am still very interested in continuing service work with the Benicia Parks, Recreation, and Cemetery Commission and feel that this position would provide me with an opportunity to do so.

[Resume - Gabrielle\\_Malte.docx.pdf](#)  
Upload a Resume

## Demographics

### Gender \*

Female

01/14/2003 \_\_\_\_\_  
Date of Birth

# Benicia, CA Application

## Profile

Brandon D Marshall  
 First Name Middle Initial Last Name

[Redacted]  
 Email Address

[Redacted]  
 Street Address

[Redacted]  
 Suite or Apt

[Redacted]  
 City

[Redacted]  
 State

[Redacted]  
 Postal Code

[Redacted]  
 Primary Phone

[Redacted]  
 Alternate Phone

FOG Studio Owner / Partner  
 Employer Job Title

## Which Boards would you like to apply for?

Historic Preservation Review Commission: Submitted  
 Building Code Board Of Appeals: Submitted

## Interests & Experiences

### Why are you interested in serving on a board or commission?

I've lived in Benicia for 6 years now, through my wife's family I have developed strong, long time Benicia family ties, and am firmly invested in the future of the City, in however I can support it. I believe strongly in public service, my firm donates over 10% of our billable time to pro-bono services for non-profit organizations around the Bay Area. We also sponsor local blood drives, donate our services to school fundraisers and have volunteered with Habit for Humanity in the past. I have a background in architecture working on a variety of projects around the Bay which has exposed me to both historical city planning as well as a myriad of code interpretations and compliance. I believe in good, contextual design that listens and clearly communicates, as well as investing in earnest problem solving through team work to interpret and address challenges that come up through the design and permitting process of construction.

[BM\\_Resume.pdf](#)  
 Upload a Resume

## Demographics

**Gender \***

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Male

03/25/1981

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Date of Birth



**Gender \***

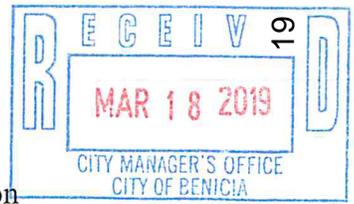
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Male

12/29/1972

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Date of Birth



City of Benicia Board/Commission/Committee Application

It is the intent of the City Council to have Boards, Commissions or Committees composed of people from all geographical, social, environmental and economic sectors of the community and to avoid potential conflicts of interest.

Please check the board, commission, or committee you wish to apply for:

- Arts and Culture Commission
- Benicia Housing Authority Board of Commissioners
- Board of Library Trustees
- Civil Service Commission
- Economic Development Board
- Finance, Audit & Budget Committee
- Historic Preservation Review Commission
- Human Services Board
- Open Government Commission
- Parks, Recreation & Cemetery Commission
- Planning Commission
- Sustainability Commission
- Sky Valley Open Space Committee
- Building Board of Appeals

Name:

Christopher Kerz

Address:

[Redacted address]

Phone: (Home)

(Cell)

[Redacted phone numbers]

Email:

[Redacted email]

Years as Benicia resident: 3.5

Occupation/Employer:

Retired Banker

Please note your most recent community or civic volunteer experience:

Lions Club - Benicia - various

Please explain

applicabexperience/training:

As a commercial banker for 30 years I interacted with small & medium size business owners to grow their businesses

All applications are considered public records and will be retained in an active file for at least one year from date of receipt.

Signature:

[Redacted signature]

# Benicia, CA Application

## Profile

Carolyn \_\_\_\_\_ L \_\_\_\_\_ Cadloni \_\_\_\_\_  
First Name Middle Initial Last Name

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Suite or Apt

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Postal Code

\_\_\_\_\_  
Primary Phone

\_\_\_\_\_  
Alternate Phone

Retired \_\_\_\_\_  
Employer Job Title

## Which Boards would you like to apply for?

Library Board of Trustees: Appointed

## Interests & Experiences

### Why are you interested in serving on a board or commission?

As a patron and as a retired employee of Benicia Public Library, I am very interested in the welfare of the library. I visit the library often, as well as, using it remotely.

[LibraryTrustApp.PDF](#)

Upload a Resume

## Demographics

### Gender \*

Female

05/02/1951

Date of Birth



# Benicia, CA Application

## Profile

Sean \_\_\_\_\_ Hurley \_\_\_\_\_  
 First Name Middle Initial Last Name

\_\_\_\_\_  
 Email Address

\_\_\_\_\_  
 Street Address

\_\_\_\_\_  
 Suite or Apt

\_\_\_\_\_  
 City

\_\_\_\_\_  
 State

\_\_\_\_\_  
 Postal Code

\_\_\_\_\_  
 Primary Phone

\_\_\_\_\_  
 Alternate Phone

\_\_\_\_\_  
 County Connection  
 Employer

\_\_\_\_\_  
 Sales and Service Manager  
 Job Title

## Which Boards would you like to apply for?

Economic Development Board: Submitted

## Interests & Experiences

### Why are you interested in serving on a board or commission?

I have started looking for ways to volunteer and I believe my banking background and recent MBA from St. Mary's lends itself to this commission. During my work at Solano Transportation Authority, I was a regular attendee at the Solano EDC breakfast meetings.

[SHurley Resume Final Gov 2018.doc](#)

Upload a Resume

## Demographics

### Gender \*

Male

08/27/1971

Date of Birth

# Benicia, CA Application

## Profile

Phillip \_\_\_\_\_ B \_\_\_\_\_ Chambers \_\_\_\_\_  
 First Name Middle Initial Last Name

\_\_\_\_\_  
 Email Address

\_\_\_\_\_  
 Street Address

\_\_\_\_\_  
 Suite or Apt

\_\_\_\_\_  
 City

\_\_\_\_\_  
 State

\_\_\_\_\_  
 Postal Code

\_\_\_\_\_  
 Primary Phone

\_\_\_\_\_  
 Alternate Phone

Hugo \_\_\_\_\_  
 Employer

Production \_\_\_\_\_  
 Job Title

## Which Boards would you like to apply for?

Library Board of Trustees: Submitted  
 Housing Authority: Submitted

## Interests & Experiences

### Why are you interested in serving on a board or commission?

For pleasure



Upload a Resume

## Demographics

### Gender \*

Male

03/23/1991 \_\_\_\_\_  
 Date of Birth



**AGENDA ITEM  
CITY COUNCIL MEETING DATE – OCTOBER 1, 2019  
CONSENT CALENDAR**

**TO** : City Manager

**FROM** : Public Works Director

**SUBJECT** : **APPROVAL OF AGREEMENT FOR THE CORDELIA WATER PUMP STATION MOTOR CONTROLLER PROJECT**

**EXECUTIVE SUMMARY:**

The Cordelia Pump Station Motor Controller Project consists of designing, building, installing and integrating a motor controller on the City’s water pump station located in Cordelia. The purpose of the project is to provide the raw water delivery system with a safe, reliable, and automated pump at the City-owned and operated Cordelia Pump Station.

**RECOMMENDATION:**

Adopt the resolution (Attachment 1) approving an agreement with Telstar Instruments (Attachment 2) for the Cordelia Pump Station Motor Controller Project (Attachment 3) in the amount of \$70,975; authorizing the City Manager to sign the agreement and any change orders on behalf of the City, subject to the City Attorney’s approval, up to \$78,075, which includes a 10% contingency of \$7,100; and approving a budget adjustment from Water Enterprise Reserves to the project in the amount of \$78,075.

**BUDGET INFORMATION:**

The proposed cost for this project is \$70,975. With a 10% contingency of \$7,100, the total cost is \$78,075. This project was unanticipated and thus was not included in 2019-2021 Biennial Budget. A budget adjustment of \$78,075 is being requested as part of this staff report. Sufficient funds are available in reserves for this project.

**BACKGROUND:**

Pumps at the Cordelia Pump Station (CPS) are controlled, stopped, and started manually at the station. In order for Water Treatment Plant (WTP) staff to operate a pump at CPS, an Operator or Maintenance Technician needs to drive from the WTP to CPS (14 miles), open the electrical enclosure, and start one of the four pumps.

This purpose of this project is to have an automated system designed that will allow Water Operators to start/stop one pump, identified as Pump-402, from the WTP. This project will include protecting the new motor controls with a National Electrical Manufacturers Association (NEMA 4) safety rated electrical enclosure to provide necessary protection for WTP staff. It also will integrate the new motor controls with the WTP’s existing Supervisory Control and Data Acquisition (SCADA) system, which provides for remote monitoring and control.

A Proposal Request was posted on the City’s website on June 19, 2019. On July 17, 2019, two proposals were received and evaluated. Telstar Instruments is the recommended firm based on their qualifications and prior work for the City.

**NEXT STEPS:**

If approved, the agreement will be processed for signatures. Work is anticipated to begin in October 2019 and is scheduled to be completed in 10 weeks.

**ALTERNATIVE ACTIONS:**

Council could choose to not award this contract, which would prevent the design-build of an automated motor controller for Pump-402 at the Cordelia Pump Station.

<b>General Plan</b>	Goal 2.28: Improve and maintain public facilities and services
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<b>Strategic Plan</b>	Strategic Issue #1: Protecting Community Health and Safety
	Strategic Issue #4: Preserving and Enhancing Infrastructure

<b>CEQA Analysis</b>	This project is Categorically Exempt per CEQA Section 15301 (minor alternations to existing facilities.)
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**ATTACHMENTS:**

1. Resolution – Cordelia Pump Station Motor Controller Project
2. Agreement – Cordelia Pump Station Motor Controller Project
3. Site Plan – Cordelia Pump Station Motor Controller Project

*For more information contact: William Tarbox, Public Works Director  
 Phone: 707.746.4240  
 E-mail: wtarbox@ci.benicia.ca.us*

**RESOLUTION NO. 19-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING AN AGREEMENT WITH TELSTAR INSTRUMENTS FOR THE CORDELIA PUMP STATION MOTOR CONTROLLER PROJECT IN THE AMOUNT OF \$70,975; AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT AND ANY CHANGE ORDERS ON BEHALF OF THE CITY, SUBJECT TO THE CITY ATTORNEY’S APPROVAL, UP TO \$78,075, WHICH INCLUDES A 10% CONTINGENCY OF \$7,100; AND APPROVING A BUDGET ADJUSTMENT FROM WATER ENTERPRISE RESERVES TO THE PROJECT IN THE AMOUNT OF \$78,075**

**WHEREAS**, a Proposal Request for the Cordelia Pump Station Motor Controller Project was posted on the City’s website on June 19, 2019 and two proposals were received and evaluated; and

**WHEREAS**, staff recommends hiring Telstar Instruments based on their qualifications; and

**WHEREAS**, City staff does not have the expertise to perform this work in-house; and

**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council of the City of Benicia does hereby approve an agreement with Telstar Instruments for the Cordelia Pump Station Motor Controller Project in the amount of \$70,975; authorizes the City Manager to sign the agreement and any change orders on behalf of the City, subject to the City Attorney’s approval, up to \$78,075, which includes a 10% construction contingency of \$7,100.

**BE IT FURTHER RESOLVED** that a budget adjustment in the amount of \$78,075 is approved from Water Enterprise Reserves to the project (Account 7608021-7008.)

\*\*\*\*\*

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 1<sup>st</sup> day of October, 2019 by the following vote:

Ayes:

Noes:

Absent:

\_\_\_\_\_  
Elizabeth Patterson, Mayor

Attest:

\_\_\_\_\_  
Lisa Wolfe, City Clerk

\_\_\_\_\_  
Date

CONTRACT # \_\_\_ - \_\_\_

**AGREEMENT FOR CONTRACT SERVICES**

**[\$50,000 and above (BMC 3.10.030 A)]**

**THIS AGREEMENT** ("Agreement") is made and entered into this 1<sup>st</sup> day of October 2019 between the City of Benicia, a municipal corporation in Solano County, California, (hereinafter "CITY") and Telstar, a California corporation, with its primary office located at 1717 Solano Way Unit 34, Concord, CA, 94520 (hereinafter "CONTRACTOR") (collectively, "the Parties").

**RECITALS**

**WHEREAS**, CITY and CONTRACTOR each desire to enter into an Agreement whereby CONTRACTOR will perform contracting services for CITY; and

**WHEREAS**, CITY staff does not have the expertise or capacity to perform this work in-house.

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

1. DESCRIPTION OF SERVICES TO BE PROVIDED

CONTRACTOR shall provide services to CITY in accordance with the Request for Proposal ("RFP") dated June 19, 2019 and Proposal dated July 17, 2019 for the **Design-Build Cordelia Pump Station Motor Controller**. The RFP and Proposal are incorporated herein by reference and are attached as Exhibit "A" and Exhibit "B", respectively. CONTRACTOR shall perform the services contemplated hereunder in a competent and professional manner and to the satisfaction of the CITY's Department Head or his/her designee.

2. PAYMENT

CONTRACTOR shall be paid for the above described services in the amount of \$70,975.00. The compensation agreed to be paid to CONTRACTOR shall be the sole and exclusive consideration paid or provided to the CONTRACTOR by the CITY.

CONTRACTOR shall be paid for the service it/he/she renders hereunder:

- within 30 days after receipt of any invoice therefore.
- within 30 days after the completion of the work.
- on a monthly basis, beginning on \_\_\_\_\_, in equal installments of \$\_\_\_\_\_ each.

3. CONTRACT TERMINATION

Both parties agree and understand that this contract may be terminated under the following conditions:

(a) by failure of the CONTRACTOR to substantially perform the above described services; and/or

(b) the CITY reserves the right to cancel the work or services before the work or service begins, even though advertised and requested for.

In the event the contract is canceled under the circumstances described in paragraph 3(a), the determination of payment to the CONTRACTOR shall be at the discretion of the CITY's Department Head, or his/her designee.

4. INDEMNIFICATION

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

(b) Further, CONTRACTOR will indemnify CITY, and hold it harmless, from an assertion that as a result of providing services to CITY, CONTRACTOR 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, CONTRACTOR's obligations for any payments to such claimant shall be limited to those payments which CITY may be required to pay.

5. INSURANCE

(a) Required Coverage. Without limiting CONTRACTOR's indemnification, it is agreed that CONTRACTOR 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) CONTRACTOR 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. CONTRACTOR'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 CONTRACTOR shall provide adequate and suitable insurance for the protection of its employees not otherwise protected.

Pollution and/or Asbestos Pollution Liability and/or Errors and Omissions insurance. Coverage: at least \$1,000,000 each occurrence, at least \$2,000,000 policy aggregate.

(b) General Provisions.

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

(e) 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 the 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 CONTRACTOR 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.

(f) Subcontractors. In the event CONTRACTOR desires to hire or employ any other company or person to perform any part of the services contemplated herein, the written approval therefore must be first obtained from the CITY. The CITY may withhold such approval for any reason.

(i) If approval is given by the CITY, CONTRACTOR agrees to include with all Subcontractors in the subcontract the same requirements and provisions of this contract including the indemnity and insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by the CONTRACTOR agree to be bound to CONTRACTOR and CITY in the same manner and to the same extent as CONTRACTOR is bound to the CITY under the Agreement Contract Documents. Subcontractor further agrees to include these same provisions with any Subcontractor. A copy of the CITY's Agreement Contract Document indemnity and insurance provisions will be furnished to the Subcontractor upon request. The CONTRACTOR shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to the commencement of any work and will provide proof of compliance to the CITY.

(ii) CONTRACTOR shall secure and provide CITY with evidence securing said Worker's Compensation insurance covering said approved employee(s) in statutory amounts and providing 30 days' advance notice to CITY in the event said policy is canceled.

When box is checked the following Section 6 ("PREVAILING WAGE") will apply:

#### 6. PREVAILING WAGE

(a) CONTRACTOR will comply with all applicable laws, rules & regulations including, but not limited to, the requirements of Labor Code §3800 regarding workers' compensation insurance and shall, prior to CITY's execution of this Agreement, provide CITY with either a Certificate of Insurance documenting CONTRACTOR's workers' compensation insurance coverage from a company acceptable to City or a letter stating CONTRACTOR has no employees.

(b) For services deemed public works, CONTRACTOR, by signing this Agreement, CONTRACTOR is certifying pursuant to Labor Code section 1861, "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

(c) CONTRACTOR shall comply with the requirements of the California Labor Code including, but not limited to, hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and prevailing wages.

(d) Not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work under this Agreement shall be paid to workers, laborers, and mechanics employed in the execution of the work by CONTRACTOR or any Subcontractor doing or contracting any part of the work. The appropriate determination of the Director of the California Department of Industrial Relations shall be filed with, and available for inspection, at the City offices. CONTRACTOR shall post, at each job site, a copy of the general prevailing rate of per diem wages. The CONTRACTOR shall forfeit two hundred dollars (\$200.00) per day for each calendar day or portion thereof, for each worker paid less than the stipulated prevailing wage rates for any public work done under this Agreement by the CONTRACTOR or any Subcontractor under the CONTRACTOR.

(e) CONTRACTOR shall also comply with Labor Code Sections 1776, 1777.5, 1777.6, 1777.7 and 1810.

When box is checked the following Section 7 ("LIQUIDATED DAMAGES") will apply:

7. LIQUIDATED DAMAGES

It is agreed that CONTRACTOR's failure to complete the work within the time allowed will result in damages being sustained by the CITY. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified, as adjusted in accordance with standard specifications, for completion of the work the CONTRACTOR shall pay to the CITY, or have withheld from moneys due it, the sum of \$100 per day. Progress payments made after the scheduled completion date shall not constitute a waiver of liquidated damages.

8. CONTRACTOR RELATIONSHIP

CONTRACTOR understands and agrees that in performing the above described services, the CONTRACTOR shall act as an independent contractor and not an employee of the CITY.

CONTRACTOR shall be solely responsible for the reporting of income for tax purposes.

9. COMPLIANCE WITH THE LAW

CONTRACTOR, in the conduct of the services contemplated hereunder, shall comply with all statutes, state or federal, and all ordinances, rules and regulations of the City Council, and City of Benicia. Prior to commencement of work, CONTRACTOR shall procure a City business license.

10. SUPPLIES

CONTRACTOR shall acquire, provide, maintain and repair at its/his/her sole cost and expense such equipment, materials, supplies, etc., as CONTRACTOR needs for its/his/her use for the proper conduct of the aforesaid work or services.

11. ASSIGNMENT

The parties acknowledge that the above-described services shall not under any circumstances be assigned to any other person without the prior written consent of the CITY. It is further recognized by the parties hereto that a substantial inducement to the CITY for entering into this agreement was, and is, the professional reputation and competence of the CONTRACTOR

12. NOTICES

(a) Any notice to be provided pursuant to this Agreement shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the parties as follows:

To the CITY: Leo Larkin  
Water Treatment Plant  
City of Benicia  
250 East L Street  
Benicia, CA 94510

To CONTRACTOR: Attn: Ben Herston  
Telstar Instruments  
1717 Solano Way, Unit 34  
Concord, CA 94520

(b) Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

13. GOVERNING LAW AND VENUE

This Agreement shall be administered and interpreted under California law as if written by both parties. If any provision in this Agreement is held by any court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force. **If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state court situated in the County of Solano, State of California or, if necessary, in a federal court situated in the City and County of Sacramento, California.**

14. ENTIRE AGREEMENT

(a) This Agreement supersedes any and all other agreements, either oral or written, between the CITY and CONTRACTOR with respect to the subject matter of this Agreement.

(b) This Agreement contains all of the covenants and agreements between the parties with respect to the subject matter of this Agreement, and each party to this Agreement acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except those covenants and agreements embodied in this Agreement.

(c) No agreement, statement, or promise not contained in this Agreement shall be valid or binding.

15. WAIVER

(a) No waiver shall be binding, unless executed in writing by the party making the waiver.

(b) No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.

(c) Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

16. SEVERABILITY

If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.

17. LITIGATION EXPENSES AND ATTORNEY'S FEES

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorney's fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

18. AUTHORITY TO ENTER AGREEMENT

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

19. PROHIBITED INTERESTS

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

20. NONDISCRIMINATION

(a) CONTRACTOR 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, CONTRACTOR agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by CONTRACTOR or CONTRACTOR'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. CONTRACTOR agrees that any and all violation of this provision shall constitute a material breach of the Agreement.

21. TIME OF THE ESSENCE

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

[SIGNATURES ON THE FOLLOWING PAGE

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

CONTRACTOR TELSTAR INSTRUMENTS CITY OF BENICIA  
A Municipal Corporation

BY: [Signature]  
TAMMY MISENHIMER  
Title: CONTRACT ADMINISTRATOR \_\_\_\_\_  
Lorie Tinfow  
CITY MANAGER

RECOMMENDED BY:

\_\_\_\_\_  
Will Tarbox  
DEPARTMENT HEAD

APPROVED AS TO FORM:

\_\_\_\_\_  
Heather C. Mc Laughlin  
CITY ATTORNEY

Attachments: Exhibit A – RFP  
Exhibit B – Proposal

EXHIBIT A  
RFP



# Proposal Request

*For service under \$50,000*

## Design-Build Pump Station Motor Controller

June 19, 2019

### GENERAL INFORMATION

- Purpose:** The City of Benicia Public Works Department is requesting proposals from qualified companies for a Design-Build service during the fiscal years 2019 - 2020. The selected proposer will enter into a Contract (see attached Purchase Order) to perform all services outlined in the attached “Scope of Work.”
- Job Site:** Terminal Reservoir, end of Reservoir Lane, Cordelia, CA 94503
- Contact:** Leo Larkin, Superintendent, 707-746-4293, llarkin@ci.benicia.ca.us
- Site Visit:** A mandatory job walk is scheduled for 10:30 a.m., July 8, 2019.
- Due Date:** Proposals are due by 2:00 p.m., July 17, 2019. Proposals can be mailed to the City of Benicia Water Treatment Plant (WTP), 100 Water Way, Benicia CA, 945210 or hand delivered to the WTP.
- Proposal:** Proposals shall include the following information:
1. **Approach to Work/Work Plan:** Describe how your firm will undertake the completion of the tasks listed under the “Scope of Work” and include a proposed schedule.
  2. **Organization:** Provide a description of your organization including the day-to-day contact person for this service.
  3. **Qualifications:** List any credentials, licenses, or other qualifications that your firm holds enabling your firm to perform this work. Provide proof that your firm is bonded.
  4. **References:** Provide up to three client references for similar work. Provide the name of the contact person, title, telephone number, and brief description of work performed for each reference.
  5. **Cost Proposal:** The Cost Proposal shall be submitted on the form included in this package and submitted in a separate sealed envelope from the Proposal.

**Selection:** If the City awards an Agreement, it will, in its sole discretion, select the proposer whose Proposal and qualifications best meet the City's needs and requirements. The City will give consideration to:

1. The ability, capacity, and skill of the proposer and its subconsultant team to perform the contract and effectuate the Services;
2. The type of Services needed by City in light of the nature of the project(s) and budgetary issues;
3. The ability of the proposer to effectuate the Services within the time specified, without delay;
4. The character, integrity, reputation, judgment, experience, and efficiency of the proposer and its subconsultants;
5. Whether the proposer has satisfactorily performed similar Services on similar projects in occupied facilities;
6. Cost Proposal (in a separate sealed envelope);
7. Any other factor the City deems relevant, in the City's sole discretion.

*The cost, while not determinative, may be considered in the selection process. The price should include all costs related to labor, material, transportation charges, and taxes.*

**Practices:** All work must be performed in compliance with all applicable State and Federal laws; and current industry safety standards.

**License:** Consultant shall maintain in effect a current City of Benicia Business License, with proof submitted with the proposal.

**Conditions:** The City reserves the right to cancel or reject all or a portion(s) of the Proposal Request without notice. Further, the City makes no representations that any agreement will be awarded to any organization submitting a proposal. The City reserves the right to reject any and all proposals submitted in response to this request. Any changes to the proposal requirements will be made by written addendum.

**Standard Agreement:** A sample Purchase Order is provided as Annex A for the proposer's review and comment. If a proposer wishes to take exception to any of the terms and conditions contained in the agreement, these should be identified specifically, otherwise selected the proposer agrees to enter into the agreement as it is written.

**Insurance:** The Successful proposer shall take out and maintain insurance as required by the Purchase Order included in Annex A.

## SCOPE OF WORK

The items listed in the table below outline the work to be performed in this “Proposal Request.” It is the responsibility of the Consultant to schedule the tasks per the frequency request; and periodically inspect the performance of its work crew.

ITEM #	TASK DESCRIPTION
<b>1</b>	Design a safe, reliable, automated motor controller system for Pump 402 at the City of Benicia Cordelia Pump Station. Pump 402 is a Paco Model # 29-80154-150501-2962EE.
<b>2</b>	Build a Variable Frequency Drive Motor controller for a Baldor motor, Model ECP4407T-4, 200HP, 1785RPM, 3PH, 60HZ,447T, TEFC.
<b>3</b>	Install Motor Controller in a NEMA 4 rated cabinet within existing MCC.
<b>4</b>	Integrate Motor Controller to the WTP SCADA system through existing on-site Modicon PLC, and wireless gateway to allow for remote, automated operation.
<b>5</b>	Prepare As-built plans and specifications.
<b>6</b>	Provide a minimum one (1) year service operation warranty from date of start-up.

## COST PROPOSAL

**All costs must be submitted on this form and then put in a separate sealed envelope from the Proposal.** Type or print legibly. The proposer must submit a price for all items on the *Cost Proposal*. Prices shall be held firm for a period of 90 days.

**Cost Proposal for Design-Build Services  
FY 2019-20**

Item No.	Description	Unit Price	Cost Extension
1	Design a safe, reliable, automated motor controller system for Pump 402 at the City of Benicia Cordelia Pump Station. Pump 402 is a Paco Model # 29-80154-150501-2962EE.		
2	Variable Frequency Drive Motor controller for a Baldor motor, Model ECP4407T-4, 200HP, 1785RPM, 3PH,60HZ,447T, TEFC.		
3	Install Motor Controller in a NEMA 4 rated cabinet within existing MCC.		
4	Integrate Motor Controller to the WTP SCADA system through existing on-site Modicon PLC, and wireless gateway to allow for remote, automated operation.		
5	As-built plans and specifications.		
6	Service operation warranty from date of start-up, minimum one (1) year.		
<b>TOTAL PRICE</b>			

<b>Consultant Name</b>	
<b>Address</b>	
<b>City, State, Zip Code</b>	
<b>Primary Contact</b>	
<b>E-mail Address</b>	
<b>Telephone Number</b>	
<b>Signature</b>	
<b>Printed Name</b>	
<b>Date</b>	

EXHIBIT B  
Proposal



Contractor License #422364

**CONTROL SYSTEM INTEGRATION • INSTRUMENTATION SALES & SERVICE**  
**SCADA • PLC/HMI • Telemetry • Calibration • Maintenance**

# City of Benicia

## Design-Build Pump Station Motor Controller

### Proposal

Date: July 17, 2019

Project: City of Benicia – Design-Build Pump Station Motor Controller

Prepared By: Telstar Instruments

Control No.: SR-35300



July 17, 2019

Leo Larkin  
Water Treatment Plant Superintendent  
City of Benicia  
100 Water Way  
Benicia, CA 94521  
llarkin@ci.benicia.ca.us

Subject: Proposal for Design-Build Pump Station Motor Controller  
Reference: SR35300

Dear Leo,

The City of Benicia is seeking a qualified firm to provide design-build services for replacement of the pump station motor controller at City's Terminal Reservoir Pump Station. Telstar is pleased to provide a proposal for providing a turn-key design and construction delivery solution for this important project.

Telstar has been in business for over 35 years, working with municipal, energy, and industrial customers, performing design services, providing electrical installations and repairs, and offering programming and controls support for a variety of different systems and facilities. Telstar is well qualified to perform the evaluation, recommend viable solutions, and manage the execution of the chosen solution.

Telstar works diligently for our customers and one of our primary goals as a company is to provide quality, professional and timely service. Our engineers, electricians, instrumentation technicians, and professional staff are available to complete this project on time while maintaining a quality that cannot be bested.

We look forward to working with you. If you have any questions, please contact me at the phone number below.

Sincerely,

Ben Herston  
Telstar Instruments  
(925) 671-2888  
bherston@telstarinc.com



### **Approach to Work / Work Plan:**

Telstar will begin the project with a kick-off meeting to develop and coordinate all work to be performed during this project. Our main priority will be to ensure that everyone understands the project scope and how we plan to address both known and potential, unknown issues. We will coordinate start and stop shift times and also address shutdown sequencing to ensure that both Telstar employees and City of Benicia personnel are kept safe and remain efficient in all of their duties. The kick-off meeting will also be a time when we walk the jobsite, taking measurements and pictures, and ask questions, so that we can produce a set of construction and interconnect drawings, along with equipment submittals, prior to commencement of onsite work. Telstar will work closely with the manufacturer of the new VFD to confirm that what we submit will be the best suited for this application and work efficiently with the existing motor, pump, and PLC. Prior to the start of construction, Telstar will host a design workshop with the City to review and seek approval for final design documents.

Upon receiving notice to proceed for the construction phase of the work, Telstar will send a programmer to the facility to download the current version of the PLC program and of the SCADA program so that they can begin incorporating the new I/O changes. Once the programmer has downloaded the programs, our certified Journeyman Electricians will de-energize the MCC. Once we have verified that the MCC is de-energized and has been locked out, Telstar will begin the task of removing the existing enclosure that is in the section where the new VFD is to be installed. Once all obsoleted components are removed, we will clean out the section and perform a visual inspection of the MCC to identify any potential problem areas in the immediate vicinity of the section being worked on (water intrusion, pest intrusion, etc.) and will notify the City of our findings.

After the MCC section is cleaned and inspected, Telstar will run a Category 6 Ethernet cable from the existing PLC panel to the new VFD section in the MCC utilizing existing conduit and wireway. So as to avoid removing sections of bussing and coordinate them running through the new VFD panel, the new VFD panel will be manufactured to be shorter than the height of the bussing and sit underneath the buss. Telstar will tap the existing buss and bring conductors down from the bussing and into the new VFD panel. This looks to be the most efficient way to avoid altering the existing bussing and to minimize down time. The VFD, by nature, will require a means of heat dissipation, so we propose a heat sink be installed on the back of the MCC section that the new VFD is to be installed in to meet this need. The VFD panel will include a new circuit breaker with an exterior disconnect handle and a 5% line reactor. At this point, once the new VFD enclosure is installed and the necessary wiring has been pulled in, we will terminate both the line side wiring to the new circuit breaker that will be located near the top of the new VFD enclosure and terminate the load side wiring to the VFD output. The Category 6 Ethernet cable will be responsible for the following I/O:



1. Start/Stop Status
2. Speed Control
3. Speed Feedback
4. Fail Status
5. Running Status

After the work is completed in the MCC section, Telstar will connect the Category 6 Ethernet Cable to the existing switch in the PLC cabinet. Our programmer will upload the updated PLC program and SCADA program with the new VFD controls. Our programmer will adhere to the City's typical screen layout. Telstar will test the system to confirm that all changes are working correctly. Once the programmer has completed their work, they will schedule and provide a short training session for plant personnel on the new SCADA screen and on the new VFD. Telstar will provide a soft copy version of the new PLC and SCADA program for the City's record. Telstar will incorporate all redlines generated throughout the project onto a drawing set titled "As-Built" and provide an O&M Manual for the new VFD.

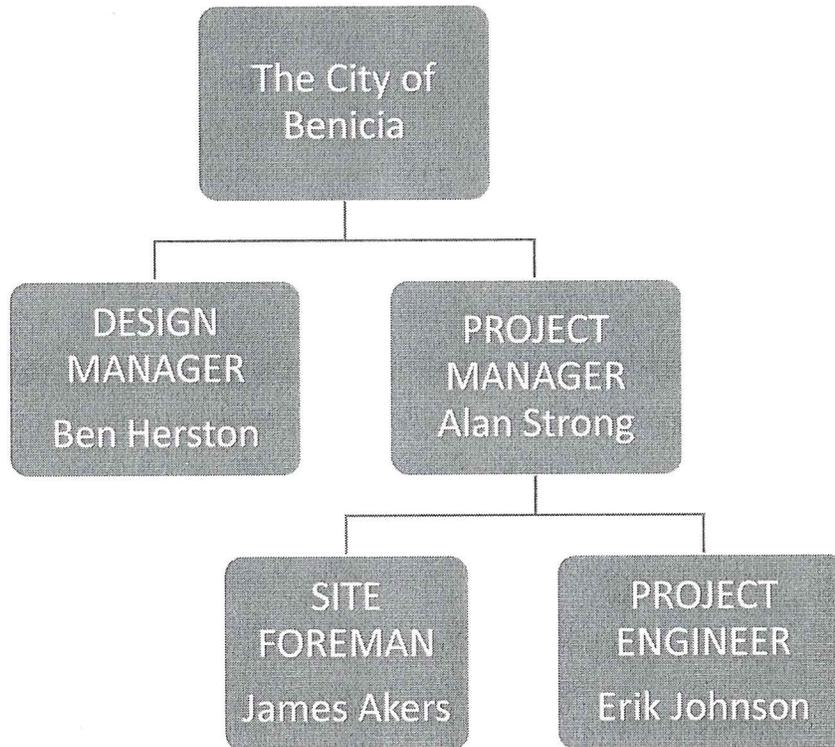
In an effort to provide the most economic and efficient options, Telstar offers the following alternative that could be considered during the design phase of the project.

1. The existing enclosure inside the MCC section where the VFD is to be installed could be left in place, and the new VFD installed inside. A 5% line reactor would be installed in the section as well. The breaker that is currently used for this motor would be left in place, assuming it is adequate for the new VFD and is in good, working condition. Other design aspects would remain the same, however, an overhanging roof would be installed above the entire MCC to prevent water intrusion to all existing equipment. Pricing for this alternative is not included in this proposal.

#### **Organization:**

Telstar has a composite staff of highly skilled project managers, engineers, technicians, electricians, drafters and consultants, providing engineering design and implementation; industrial instrumentation and automated process controls; panel and MCC fabrication; equipment sales and installation; troubleshooting, start-up, calibration and repair and maintenance.

A proposed organizational chart of key individuals to be assigned to this project is provided below for the City of Benicia's Design-Build Pump Station Motor Controller Project. Telstar's **Alan Strong** will serve as the Project Manager for this project, and will be the primary point of contact for the City. Alan has many years of experience managing design/build electrical and controls projects. Detailed resumes for key individuals follow this organizational chart.



#### Qualifications:

Founded in 1981, Telstar Instruments is a full service Electrical, Instrumentation and Controls contractor with experience in design-build projects that include all disciplines. For more than 35 years, we have worked with regulatory, industrial and municipal clients throughout the northwest from our headquarters in Concord and field offices in Sacramento and Hanford, California. Telstar is a full service State certified Instrumentation & Controls contractor with an A, B, C-10 and C-7 State of California contractor's license. Telstar carries professional liability insurance and we are a fully bonded contractor for design-build projects. A letter from our bonding company with additional details is provided as an attachment to this Proposal.

Telstar has the knowledge, experience, and ability to perform in-house all of the services required for the City of Benicia's Design-Build Pump Station Motor Controller Project. Telstar employs electricians, instrument technicians, engineers, programmers, panel builders, and welders, among others. This gives the City one single point of contact for all work activities, without the need to bring multiple firms together for a project requiring multiple disciplines. Electrical and control panels are engineered by our California registered Professional Engineers, constructed by



our UL508a panel shop at our Sacramento office, programmed by our PLC and SCADA programmers, and installed by our California certified electricians.

Engineering Team: Telstar's in-house engineering and design staff, directed by our Engineer-of-Record Ben Herston, work to produce the highest quality designs and documentation to meet the demanding needs for validated systems. Engineering and design services are performed by Telstar's licensed professional engineers, specializing in all aspects of civil, electrical, controls, instrumentation, SCADA, power distribution, electrical control systems, alarm and data gathering/information management. Our engineering services include consulting, definition of system requirements, development/execution of complete system, plan and specification writing/reviewing, cost analysis, panel design, PLC hardware and software development/programming and existing system analysis.

Safety: Telstar has taken a pro-active meaning at all levels when it comes to safety. Our current worker's compensation modifier is 0.68; our OSHA Recordable Incident Rate (RIR) is 0.0 and our LTIR is 0.0. Our commitment to safety is evident by the interactive safety-training program we have that is tailored to meet the requirements of Telstar's many diverse clients. Telstar contracts with Safety Compliance Management (SCM) to conduct monthly in-house training, toolbox safety meetings and supplemental project/client-specific training. SCM comes highly recommended by many Telstar clients including PG&E, Dow Chemical, DuPont, Anheuser Busch, Lawrence Livermore Laboratories, etc. who are available to comment upon request.

24-hour Emergency Service with 2-hour Response Time: Telstar offers 24-hour emergency seven days a week to support all our clients with a guaranteed 1-2-hour response time.

Telstar has provided three (3) project descriptions for projects similar in nature to the Design-Build Pump Station Motor Controller Project. These descriptions demonstrate Telstar's ability to complete projects of similar size and technical complexity or greater.

#### **References:**

As part of the project descriptions submitted under the previous section, Telstar has provided client references including contact person, title and telephone number. Telstar encourages the City to contact our Client references to discuss how Telstar executes design-build projects.

#### **Cost Proposal:**

Telstar has provided our cost proposal on the form provided in the RFP document. This proposal has been submitted in a separate sealed envelope for your consideration.



Ben Herston, Engineer-of-Record, Design Manager

### ***Ben Herston, Engineer-of-Record, Design Manager***

<b>Education:</b>	<b><i>MS, Civil and Environmental Engineering BS, Civil and Environmental Engineering</i></b>
<b>Years of Experience:</b>	<b><i>Total 19 years, 7 years with Telstar</i></b>
<b>Certifications:</b>	<b><i>Professional Engineer (civil) #68796 Project Management Professional, #470690</i></b>

#### *Experience*

Ben Herston has managed a variety of large-scale water, wastewater, and power design and construction projects for customers throughout Northern California. He manages planning, design, and construction projects of all disciplines, including electrical, instrumentation and controls, civil, mechanical, and structural.

Some of Ben's projects include:

➤ **South County Regional Wastewater Authority (SCRWA), Annual General Engineering Services**

Ben managed the annual General Engineering Services contract for the SCRWA, and sat on the Technical Advisory Committee for the District. Under this contract, Mr. Herston performed general engineering projects and designs including the following recent tasks:

- Clean Water State Revolving Fund (CWSRF) application for treatment plant expansion, \$100M;
- Design for a new **septage receiving station** at the influent pump station;
- Value-engineering study for the wastewater treatment plant expansion project;
- RWQCB Waste Discharge Requirements / National Pollutant Discharge Elimination System (NPDES) Permit renewal and negotiations;
- Design, construction support, and construction management for new above ground pipe support system using cast-in-place concrete drilled piers;
- Design, construction support, and construction management for new utility water distribution system;
- Design for chemical tank replacement at the treatment plant.
- Design and construction support for a new facility entrance and cul-de-sac roadway;
- Preliminary design, final design, engineering services during construction, and construction management services for two 1,000 kW emergency back-up
-



Ben Herston, Engineer-of-Record, Design Manager

generators and one 1,500 kW emergency back-up generator for the wastewater treatment facility.

- Flow and pollutant loading projections development;

➤ **Solids Handling Building Improvement Project, City of San Mateo**

Ben managed the design team responses to requests for information and clarification submitted by the construction contractor for the Solids Handling Building Improvements Project. Improvements include installation of two centrifuges, two scum screens, two sludge screens, two grit classifiers, and one sludge storage silo with loadout facility. The construction value for the project was approximately \$12M. Mr. Herston also provided change-order and startup assistance to the City. He reviewed civil and mechanical submittals as well as coordinates structural, electrical, and instrumentation submittal reviews with discipline engineers. Record drawings and an operations and maintenance manual were produced as part of this project.

➤ **Wastewater Treatment Plant Capacity Verification Study, South County Regional Wastewater Authority (SCRWA)**

Mr. Herston managed a study to verify design criteria assumptions made during the design of the SCRWA wastewater treatment plant. The plant was originally rated by the Regional Water Quality Control Board for an average dry weather flow of 7.5 mgd. Through biological modeling of the wastewater process using BioWin software, and biological and hydraulic stress testing of critical systems at the facility, Mr. Herston showed that the facility could be re-rated for an average dry weather flow of 8.5 mgd. A treatment plant re-rating application to increase the rated treatment capacity to 8.5 mgd was submitted to the Regional Board and accepted by Board staff.

In addition, the Capacity Evaluation Study included a treatment technology evaluation for the expansion of the wastewater treatment plant. Under the evaluation, ten treatment technologies were considered for the facility expansion. Five viable expansion alternatives were selected for further consideration. Mr. Herston developed a conceptual level design and cost estimate for each alternative. He led the SCRWA staff through an evaluation workshop, where criteria were developed, alternatives were evaluated based on the criteria, and a single alternative was selected. The estimated capital cost for the expansion project is \$87M.



Alan Strong, Project Manager

### *Alan Strong, Project Manager*

<b>Education:</b>	<b>Electrical Engineering</b>
<b>Years of Experience:</b>	<b>Total 39 years, 9 years with Telstar</b>

### *Experience*

Alan Strong has managed a variety of large-scale water, wastewater, and power design and construction projects for customers throughout Northern California. He manages planning, design, and construction projects of all disciplines, including electrical, instrumentation and controls, civil, mechanical, and structural. Some of Alan's specialties include the design and installation of electrical & mechanical systems, medium voltage switchgear, fiber optic rings, SCADA Systems, and much more.

Some of Alan's projects include:

- **Cement Hill WTP Electrical & Controls Modernization, Solano Irrigation District**  
Alan served as the Electrical System Design Engineer and Project Manager for both the design and construction phases of the CHWTP electrical and controls rehabilitation project. Designing and building the electrical system for this project was done with limited existing record drawings while utilizing as much existing raceways and equipment as possible. Power distribution equipment designed, procured, and installed included one MSB, three MCCs, two ATs, transformers, panelboards, variable frequency drives, and harmonic filters. Project contract value for this design-build project was \$2.2 Million
- **Electrical System Upgrades for Lystek Fertilizer Project, Fairfield-Suisun Sewer District**  
Alan served as the Design Engineer and Project Manager for this Design/Build Project including the installation of MCCs, Switchgear and 12KV/2MW main transformer which. Design work included generation of Conduit/Cable Tray Lay out, sizing of power conductors and Control drawings. Integration work included the installation, calibration and commissioning of all the instruments within the plant and commissioning of all VFD panels, custom control wiring for MCCs.



Erik Johnson, Project Engineer

### ***Erik Johnson, Project Engineer***

<b>Education:</b>	<b><i>Perry Technical Institute Instrument &amp; Industrial Automation Technology</i></b>
<b>Years of Experience:</b>	<b><i>8 years with Telstar</i></b>

### ***Experience***

Erik Johnson has experience in instrumentation and electrical controls with knowledge of water, wastewater, and industrial system processes. His experience includes installation, application engineering/design, calibration, training, troubleshooting, maintenance repair, startup and commissioning of various systems.

Some of Erik's projects include:

- **Faria Pumping Plant & Reservoir Construction, East Bay Municipal Utility District**  
Erik served as a project engineer for the subject project. East Bay Municipal Utility District provides water and sewage treatment services to the east side of the San Francisco Bay. The new Faria Pumping Plant is a 1.5 MGD pumping plant feeding two new 0.5 MG welded steel reservoirs. The construction of the new pumping plant and reservoirs included the procurement and start-up of the power distribution and control systems. Erik performed general engineering and project management tasks included selecting and furnishing instrumentation and control system hardware for the applications outlined in the contract design as well as coordinate the timely delivery of submittals, Operation and Maintenance Manuals, and documentation for project deliverables. Project contract value for this design-build project was \$690,000
- **Isleton Tank and Booster Pump Station, California American Water**  
Erik served as a project engineer and assisted in the design of motor control schematics, programmable logic control panels, and construction and interconnection drawings. He also directed and oversaw the fabrication, testing, and delivery of all equipment furnished and fabricated.



PO Box 1820  
La Mesa, CA 91944  
1-800-822-3666 ext. 6  
619-668-6555 fax 877-870-3666

June 3, 2019

To Whom It May Concern

Re: Telstar Instruments

To Whom It May Concern:

We are the surety for Telstar Instruments (Inc.) and would be willing to consider writing surety bonds to \$3,000,000 single and \$20,000,000 aggregate. We reserve the right to perform normal underwriting at the time of any bond request including without limitation prior review and approval of relevant contract documents, bond forms and financing. We assume no liability if for any reason we do not execute such bonds.

Nationwide Mutual Insurance Company is listed on the U.S. Treasury Department's Listing of Approved Sureties and is rated A+ XV by A.M. Best Company.

We look forward to your bond requests.

Sincerely,

Stephen G. Sanker

Surety Underwriting Consultant  
[steve.sanker@nationwide.com](mailto:steve.sanker@nationwide.com)

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

Josh Severson Jill DeRobertis Stephen G. Sanker La Mesa, CA

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

Five Million and 00/100 \$5,000,000

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.

[Handwritten signature of Antonio C. Albanese]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Suzanne C. Delio
Notary Public, State of New York
No. 0206126649
Qualified in Westchester County
Commission Expires September 16, 2021

[Handwritten signature of Suzanne C. Delio]
Notary Public
My Commission Expires
September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 3rd day of June, 2019.

[Handwritten signature of Laura B. Guy]

Assistant Secretary

**RELEVANT PROJECTS****Project No. 1**

a. Owner Name	Solano Irrigation District
b. Project Name	Cement Hill WTP Electrical & Control Rehabilitation
c. Project Location	1200 Manuel Campos Pkwy. Fairfield, CA 94533
d. Delivery Method (DBB/DB)	Design-Build
e. Year Completed	2017
f. Bid and Final Construction Values	Phase 1 Design: \$128,000 Phase 2 Construction: \$2,100,000
g. Key Team Members	Alan Strong: Electrical Engineer & Project Manager
Involved (Name and Role)	Tak Koo: Control Systems Engineer
	Kyle Johnsen: Engineer In Training
	James Akers: Project Superintendent
	Suresh Patil: Lead Programmer

## h. Summary of Work Performed \_\_\_\_\_

Solano Irrigation District (SID) operates and maintains the Cement Hill Water Treatment Plant (CHWTP) located in Fairfield, California. CHWTP consists of two treatment trains; Plant 1 (constructed in 1978) and Plant 2 (constructed in 1992), with a combined design capacity of 10 MGD. This rehabilitation project included the design, procurement, installation, and start-up of the power distribution and control systems at both plants.

Phase 1 Design - Telstar researched and reviewed the CHWTP existing site conditions and drawings and proposed a new electrical and control system. Telstar generated Single-Lines, MCC and Switchboard Elevations, Demolition and Installation Drawings, and P&IDs. The Design Phase took place from September 2015 through December 2015. Contract Value: \$128,000

Phase 2 Construction - Telstar performed the demolition of the existing equipment in close coordination with the District. Telstar supplied and installed all hardware and software in a swift and timely manner. Demolition and Construction was performed one Plant at a time so that the District could operate one plant while the other was down. The Construction Phase took place from December 2015 through January 2017. Contract Value: \$2,100,000

**REFERENCE PROJECTS**

**Project No. 1**

- a. Owner Name Solano Irrigation District
- b. Project Name Cement Hill WTP Electrical & Control Rehabilitation
- c. Owner Contact Name Jim Daniels
- d. Owner Contact Phone Number (707) 455-4015 Email JDaniels@sidwater.org
- e. Contract Start and End Dates September 2015 - January 2017
- f. Initial Guaranteed Maximum Price \_\_\_\_\_
- g. Final Construction Value (\$) \_\_\_\_\_
- h. Total Change Orders (\$) \_\_\_\_\_
- i. Value of Self-Performed Work \_\_\_\_\_
- j. DBE/MBE/WBE Participation (\$) \_\_\_\_\_
- k. Were Schedule and Budget met? Yes

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- l. Did the project construction encounter any safety issues? No
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**RELEVANT PROJECTS****Project No. 2**

a. Owner Name	Morning Star Packing Plant
b. Project Name	Morning Star Packing Expansion Project
c. Project Location	2211 Old Hwy 99, Williams, CA
d. Delivery Method (DBB/DB)	Design-Build
e. Year Completed	2015
f. Bid and Final Construction Values	\$2,412,670
g. Key Team Members	Alan Strong: Electrical System Design Project Manager
Involved (Name and Role)	John McMahon: Foreman
	James Akers: Foreman
	Kyle Johnsen: Safety Coordinator

- h. Summary of Work Performed \_\_\_\_\_  
 This was a Design/Build Project including the installation of MCCs and Switchgear provided by the Owner. Design work included generation of Conduit Lay out and Control drawings. Field work included the demolition of some of the gear, installing new switchgear, MCCs, PLC panels, and all interconnecting raceways and wiring. Integration work included the fabrication of custom control panels including VFD panels, custom control wiring for MCCs and installation and calibration of many instruments.

**REFERENCE PROJECTS**

**Project No. 2**

- a. Owner Name Morning Star Packing Plant
- b. Project Name Morning Star Packing Expansion Project
- c. Owner Contact Name Jim Briscoe
- d. Owner Contact Phone Number (530) 473-3622 Email jbriscoe@morningstarco.com
- e. Contract Start and End Dates \_\_\_\_\_
- f. Initial Guaranteed Maximum Price October 2014 - August 2015
- g. Final Construction Value (\$) \_\_\_\_\_
- h. Total Change Orders (\$) \_\_\_\_\_
- i. Value of Self-Performed Work \_\_\_\_\_
- j. DBE/MBE/WBE Participation (\$) \_\_\_\_\_
- k. Were Schedule and Budget met? Yes

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- l. Did the project construction encounter any safety issues? No
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**RELEVANT PROJECTS****Project No. 3**

a. Owner Name	Lystek International Ltd
b. Project Name	Lystek Fertilizer Project at FSSD
c. Project Location	1010 Chadbourne Rd. Fairfield, CA 94533
d. Delivery Method (DBB/DB)	Design-Build
e. Year Completed	2017
f. Bid and Final Construction Values	\$2,608,707
g. Key Team Members	Alan Strong: Project Manager & Design Engineer
Involved (Name and Role)	John McMahon: Foreman
	James Akers: Foreman
	Kyle Johnsen: Safety Coordinator

- h. Summary of Work Performed \_\_\_\_\_  
This was a Design/Build Project including the installation of MCCs, Switchgear, and 12KV 2 MW main transformer which were provided by the Owner. Design work included generation of Conduit/Cable Layout, sizing of power conductors, and Control drawings. Field work included the demolition of some of the gear, installing new switchgear, MCCs, PLC panels, and all interconnecting raceways and wiring. Additional field work included fabrication of a metal stud MCC room and remodel of the Control Room, Laboratory, and Restrooms. Integration work included the installation, calibration, and commissioning of all instruments within the plant, commissioning of all VFD panels, and custom control wiring for MCCs.

**REFERENCE PROJECTS**

**Project No. 3**

- a. Owner Name Lystek International Ltd.
- b. Project Name Lystek Fertilizer Project at FSSD
- c. Owner Contact Name James Dunbar
- d. Owner Contact Phone Number (707) 419-0084 Email jdunbar@lystek.com
- e. Contract Start and End Dates December 2015 - February 2017
- f. Initial Guaranteed Maximum Price \_\_\_\_\_
- g. Final Construction Value (\$) \_\_\_\_\_
- h. Total Change Orders (\$) \_\_\_\_\_
- i. Value of Self-Performed Work \_\_\_\_\_
- j. DBE/MBE/WBE Participation (\$) \_\_\_\_\_
- k. Were Schedule and Budget met? Yes

\_\_\_\_\_  
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- l. Did the project construction encounter any safety issues? No
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## COST PROPOSAL

All costs must be submitted on this form and then put in a separate sealed envelope from the Proposal. Type or print legibly. The proposer must submit a price for all items on the *Cost Proposal*. Prices shall be held firm for a period of 90 days.

<b>Cost Proposal for Design-Build Services FY 2019-20</b>
---

Item No.	Description	Unit Price	Cost Extension
1	Design a safe, reliable, automated motor controller system for Pump 402 at the City of Benicia Cordelia Pump Station. Pump 402 is a Paco Model # 29-80154-150501-2962EE.	\$ 13,550	\$ 13,550
2	Variable Frequency Drive Motor controller for a Baldor motor, Model ECP4407T-4, 200HP, 1785RPM, 3PH,60HZ,447T, TEFC.	\$ 25,325	\$ 25,325
3	Install Motor Controller in a NEMA 4 rated cabinet within existing MCC.	\$ 19,500	\$ 19,500
4	Integrate Motor Controller to the WTP SCADA system through existing on-site Modicon PLC, and wireless gateway to allow for remote, automated operation.	\$ 9,650	\$ 9,650
5	As-built plans and specifications.	\$ 1,800	\$ 1,800
6	Service operation warranty from date of start-up, minimum one (1) year.	\$ 1,150	\$ 1,150
<b>TOTAL PRICE</b>			<b>\$ 70,975</b>

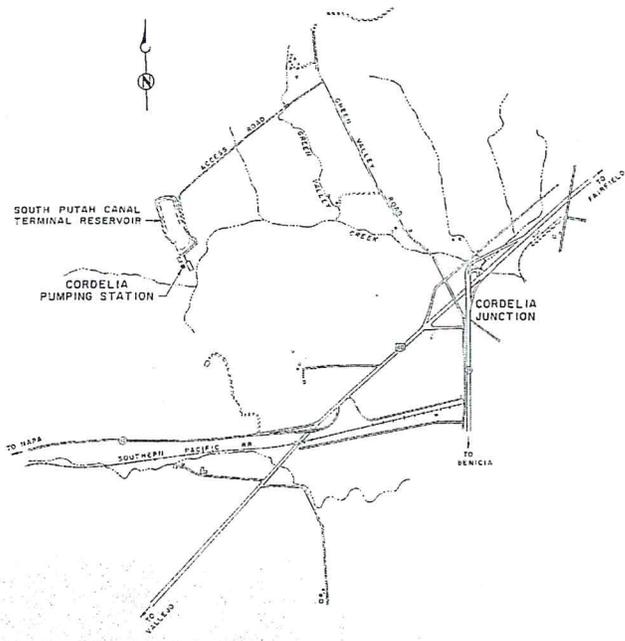
<b>Consultant Name</b>	TELSTAR INSTRUMENTS
<b>Address</b>	1717 SOLANO WAY #34
<b>City, State, Zip Code</b>	CONCORD, CA 94520
<b>Primary Contact</b>	BEN HERSTON
<b>E-mail Address</b>	CONTRACTS@TELSTARINC.COM
<b>Telephone Number</b>	(925) 671-2888
<b>Signature</b>	
<b>Printed Name</b>	TAMMY MISENHIMER
<b>Date</b>	JULY 17, 2019

**WATER SUPPLY PROJECT  
CONTRACT 67-2  
INTERIM CORDELIA PUMPING STATION**

INDEX OF DRAWINGS

- | DRAWING NO. | TITLE   |
|-------------|---|
| 1.          | VICINITY AND LOCATION MAPS AND INDEX OF DRAWINGS        |
| 2.          | PAVING AND GRADING DETAILS                              |
| 3.          | UNDERGROUND PIPING AND DETAILS                          |
| 4.          | PUMPING EQUIPMENT AND PIPING - PLAN AND SECTIONS        |
| 5.          | STANDARD DETAILS, SYMBOLS AND ABBREVIATIONS             |
| 6.          | CONTROL DIAGRAMS, MOTOR CONTROL CENTER AND CONDUIT PLAN |

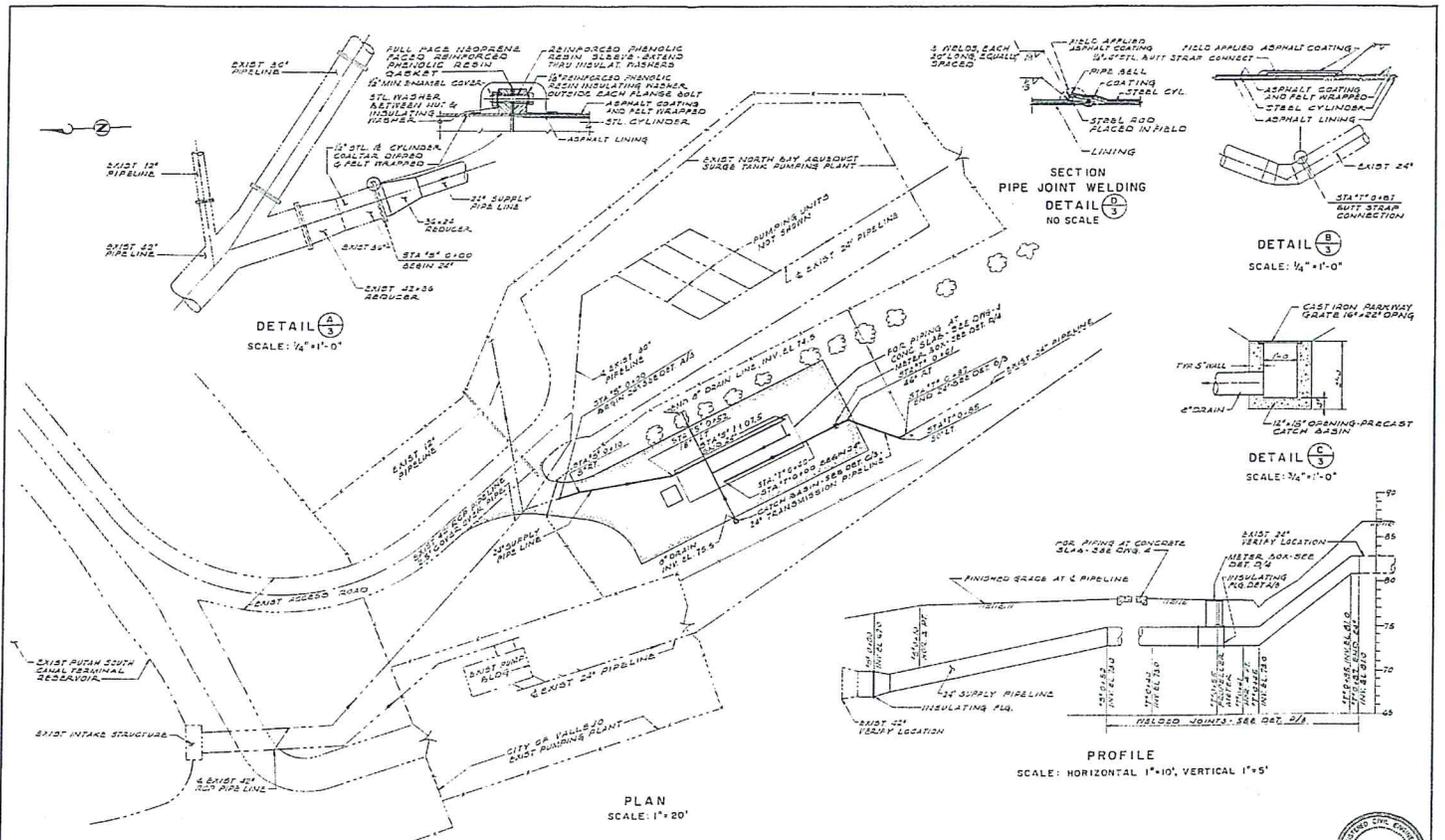
**DATUM NOTE:**  
ALL ELEVATIONS SHOWN ARE IN FEET ABOVE  
USG BGS MEAN SEA LEVEL 1929 ADJUSTED.



THIS DRAWING REDUCED  
TO HALF SIZE



PREPARED BY DRAWN BY CHECKED BY	<b>BROWN AND CALDWELL</b> CONSULTING ENGINEERS SAN FRANCISCO - SAN MARINO, CALIFORNIA	SUBMITTED BY APPROVED BY CITY OF BENICIA, CALIFORNIA	PROJECT NO. 11250 DATE DEC. 1987	WATER SUPPLY PROJECT CONTRACT 67-2	INTERIM CORDELIA PUMPING STATION VICINITY AND LOCATION MAPS AND INDEX OF DRAWINGS	SHEET NUMBER 1 OF 6	DRAWING NUMBER 1
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DESIGNED BY BROWN AND CALDWELL	CITY OF BENICIA, CALIFORNIA	PROJECT NO. WATER SUPPLY PROJECT CONTRACT 67-2	SHEET NUMBER 3	DATE 3.16.66	PROJECT NUMBER 3
CONSULTING ENGINEER SAN FRANCISCO - SAN MARINO, CALIFORNIA	DIRECTOR CITY OF BENICIA	APPROVED BY CITY ENGINEER			

THIS DRAWING REDUCED TO HALF SIZE





**AGENDA ITEM  
CITY COUNCIL MEETING DATE – OCTOBER 1, 2019  
CONSENT CALENDAR**

**TO** : City Manager

**FROM** : Police Chief

**SUBJECT** : **AUTHORIZE PURCHASE OF ONE (1) REPLACEMENT POLICE VEHICLE**

**EXECUTIVE SUMMARY:**

Due to the damage sustained in a collision on July 18, 2019, Benicia Police Department patrol vehicle #503 has been declared a total loss by an insurance adjuster. The Police Department is requesting a budget adjustment in the department’s fleet replacement fund and approval to purchase a replacement vehicle.

**RECOMMENDATION:**

Authorize the purchase of one (1) Ford Explorer Hybrid for the Police Department from Folsom Lake Ford and the outfitting costs from Lehr and Color Zone, totaling no more than \$64,981.00. In addition, adopt a resolution (Attachment 1) to increase the FY 19-20 Police Department’s Internal Service Fund (ISF) Vehicle Replacement budget by \$64,981.00 and authorize the Police Chief to sign the purchase order on behalf of the City.

**BUDGET INFORMATION:**

Replacement of police vehicles is funded in the Internal Services Fund (ISF) Vehicle Replacement account number 6305000-7430. The unexpected loss, however, will require the Police Department to request a budget appropriation for FY 19-20 from the ISF of \$64,981.00, which is necessary for this purchase. There is an additional balance available in the ISF, including the settlement check from the insurance company of \$57,417.16. The check covers the total loss, except for the \$5,000 deductible, \$500 net-20-day discount, and the \$1,413 salvage value of the damaged vehicle. The insurance company, however, will reimburse the \$5,000 deductible when they have settled the case with the responsible party.

**BACKGROUND:**

On July 18, 2019, Patrol Vehicle #503 was involved in a collision on Military West, just east of West 2<sup>nd</sup> Street. Patrol Vehicle #503 was parked along the north curb of Military West when a Ford F-150 traveling westbound struck the rear of the patrol vehicle. The driver of the Ford F-150 was arrested by the California Highway Patrol for suspicion of driving a motor vehicle while under the influence of an alcoholic beverage. Patrol Vehicle #503 was deemed a total loss due to the collision.

The vehicle will be purchased using the State of California vehicle contract number 1-15-23-14B, awarded to Folsom Lake Ford. The bidding procedures used to obtain the prices are substantially similar to Benicia's. Thus, in accordance with Benicia Municipal Code Section 3.08.110, the purchase of the vehicles using the State of California contract is permitted.

New Vehicle	Make/Model	Cost	Outfitting Cost
Patrol Vehicle	2020 Ford Explorer Hybrid	\$45,230.64	\$19,749.77
Total		\$45,230.64	\$19,749.77
		Total Cost= \$64,980.41	

**NEXT STEPS:**

If approved, a purchase order will be made to purchase and outfit the vehicle for the Police Department.

**ALTERNATIVE ACTIONS:**

Do not purchase a replacement vehicle, therefore taking away a patrol vehicle from the Police Department fleet.

<b>General Plan</b>	Goal #2.28: Improve and maintain public facilities and services.
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<b>Strategic Plan</b>	Strategy #4: Provide adequate funding for ongoing infrastructure needs.
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<b>CEQA Analysis</b>	The purchase of the vehicle does not constitute a project under California Environmental Quality Act (CEQA) Guidelines Section 15378 (b)(2) therefore is not subject to environmental review under CEQA Guidelines Section 15060 (c) (3).
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**ATTACHMENT:**

1. Resolution – Vehicle Purchase

*For more information contact: Erik Upson, Police Chief  
 Phone: 707.746.4260  
 E-mail: eupson@ci.benicia.ca.us*

**RESOLUTION NO. 19-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA  
AUTHORIZING A BUDGET ADJUSTMENT AND THE PURCHASE OF ONE (1)  
REPLACEMENT POLICE VEHICLE UTILIZING REPLACEMENT FUNDS**

**WHEREAS**, a budget adjustment is needed to purchase a replacement police patrol vehicle totaled in a traffic collision on July 18, 2019; and

**WHEREAS**, the replacement vehicle will be purchased from Folsom Lake Ford through the State of California vehicle contract number 1-15-23-14B; and

**WHEREAS**, the State of California competitively bid for the police patrol vehicle where the bidding procedure was substantially the same as the City of Benicia's.

**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council of the City of Benicia does hereby approve the budget adjustment of \$64,981.00 and expenditure not-to-exceed \$64,981.00 from the Vehicle Replacement Fund account 6305000-7430 for the purchase of one police vehicle, and

**BE IT FURTHER RESOLVED** that the City Council of the City of Benicia does hereby authorize the Chief of Police to sign the purchase order on behalf of the City.

\*\*\*\*\*

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 1<sup>st</sup> day of October, 2019 by the following vote:

Ayes:

Noes:

Absent:

\_\_\_\_\_  
Elizabeth Patterson, Mayor

Attest:

\_\_\_\_\_  
Lisa Wolfe, City Clerk

\_\_\_\_\_  
Date



**AGENDA ITEM  
CITY COUNCIL MEETING DATE – OCTOBER 1, 2019  
CONSENT CALENDAR**

**TO** : City Manager

**FROM** : Director of Library and Cultural Services

**SUBJECT** : **SECOND READING AND ADOPTION OF AN ORDINANCE TO AMEND THE BENICIA MUNICIPAL CODE CHAPTER 2.64 BOARD OF LIBRARY TRUSTEES**

**EXECUTIVE SUMMARY:**

The proposed ordinance will amend Chapter 2.64 of the Benicia Municipal Code (Board of Library Trustees) to update the Board’s chartering documents to reflect current practice. The Council introduced this ordinance on September 17, 2019. This action will adopt the ordinance.

**RECOMMENDATION:**

Adopt the ordinance (Attachment 1) to amend Chapter 2.64 of the Benicia Municipal Code to reflect current practices and duties of the Board of Library Trustees. A red-lined copy of the ordinance is also attached for clarity (Attachment 2).

**BUDGET INFORMATION:**

No budgetary impact.

**BACKGROUND:**

In 1913, Benicia established a public library, and formed a governing Board of Trustees. Under the State Education Code, certain language was used and is still on the books, despite the shift in the late 1980s, to an “advisory board” rather than a governing board. As an advisory board, the Library Board of Trustees serves to represent the community’s interests in matters concerning its library, and to advise the City Council on policy matters, but does not have the authority to hire and fire, make purchases, or manage the actual day-to-day operations of the Library.

The amendments here proposed, while still complying with state law governing Boards of Library Trustees, make it clear that the Board serves in an advisory, rather than in a governing capacity, with decisions such as the hiring of a Library Director residing with the City Manager, and other day-to-day decision making residing with the Library Director.

An important additional role of a Library Board is that of advocacy on behalf of the Library, as well as on behalf of public libraries generally, and that role has been captured explicitly in the proposed update.

Other important changes include the removal of gender-specific language in favor of more inclusive language.

The Board of Library Trustees approved these proposed amendments at their regular meeting on August 13, 2019, and the City Council introduced this ordinance at its September 17, 2019 meeting.

**NEXT STEPS:**

If the proposed ordinance amendments are adopted, the revised ordinance would become effective in 30 days.

**ALTERNATIVE ACTIONS:**

Decline to repeal the current ordinance, thereby declining to adopt the proposed ordinance, and therefore leaving the current Benicia Municipal Code Chapter 2.64 (Board of Library Trustees) as is, which has proven inaccurate in its description of the duties and powers of the Library Board of Trustees.

<b>General Plan</b>	Goal 3.4: Support the library and the services it provides to the community
<b>Strategic Plan</b>	Strategy #6: Support Benicia Public Library’s ability to meet the public’s expanding needs for information, communication and literacy.
<b>CEQA Analysis</b>	The proposed ordinance update is not a project as defined in CEQA Guidelines Section 15378 since it will not result in a direct or indirect physical change in the environment.

**ATTACHMENTS:**

1. Ordinance - Library Board of Trustees
2. Red Lined Ordinance - Library Board of Trustees

*For more information contact: David Dodd, Director of Library and Cultural Services  
 Phone: 707-746-4340  
 E-mail: [ddodd@ci.benicia.ca.us](mailto:ddodd@ci.benicia.ca.us)*

**ORDINANCE NO. 19-**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BENICIA  
AUTHORIZING THE ADOPTION OF AN ORDINANCE AMENDMENT TO BENICIA  
MUNICIPAL CODE CHAPTER 2.64 BOARD OF LIBRARY TRUSTEES**

**WHEREAS**, in 1913, Benicia established a public library, and formed a governing Board of Trustees, which has been codified at Benicia Municipal Code 2.64;

**WHEREAS**, an amendment is sought to clarify that the Library Board of Trustees serves in an advisory capacity, rather than a governing one;

**WHEREAS**, an amendment is sought to further clarify that the Library Board of Trustees plays an important role in advocacy; and

**WHEREAS**, amendments are needed to update language in the code and remove certain gender-specific language in favor of more inclusive language which better reflects the people and community of the City of Benicia.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Benicia does ordain as follows:

**Section 1. Recitals:**

The City Council of the City of Benicia does hereby find that the above referenced recitals are true and correct and material to the adoption of this ordinance.

**Section 2. Amendments**

Chapter 2.64 (Board of Library Trustees) will be amended to read as follows:

Chapter 2.64  
BOARD OF LIBRARY TRUSTEES

Sections:

- 2.64.010 Established.
- 2.64.020 Members – Qualifications.
- 2.64.030 Meeting time and place.
- 2.64.040 Officers – Appointment.
- 2.64.050 Officers – Duties.
- 2.64.060 Powers and duties.
- 2.64.070 Annual report.

2.64.010 Established.

A Board of Library Trustees of the City is established per Calif. Education Code Title 1, Division 1, Part 11, Chapter 5, Article 2 ([18900-18965]).

2.64.020 Members – Qualifications.

Each member of the Board of Library Trustees shall be a qualified elector of the City. A person who holds any salaried public office or employment with the City is not eligible for the board. Members of the Board of Library Trustees are not eligible for appointment to any salaried office or employment with the City during such time as they are members of the board. Members serve a three-year term, renewable upon confirmation of the City Council.

2.64.030 Meeting time and place.

The board shall meet on the second Tuesday of each month at 6:30 p.m. at the Benicia Library and conduct other special meetings as necessary to perform the duties outlined in Subsection 2.64.060. The board shall have the power to establish rules for its proceedings, in accordance with applicable provisions of the City's municipal code and State law.

2.64.040 Officers – Appointment.

The board shall elect a president and president pro tem from among its members. The president and president pro tem serve for a term of one year and until the successor of each is appointed and qualified. The board shall appoint a secretary who need not be a member of the board.

2.64.050 Officers – Duties.

A. President. The president shall preside at all meetings of the board and shall appoint all committees and perform all the duties necessary or incidental to the office.

B. President Pro Tem. The president pro tem is president in the absence or inability of the president to act.

C. Secretary. The secretary shall keep minutes of each meeting and shall record each hearing and official action. On all official actions upon which a vote is taken, the secretary shall take the vote by roll call. The secretary shall examine incoming mail for proper referral and answer correspondence for the board. The secretary shall maintain records of operations and shall perform such other duties as the board may assign.

2.64.060 Powers and duties.

Subject to the direction and approval of the City Council, as provided in Chapter 2.60 (Advisory Bodies) of this code, the powers and duties of the Board of Library Trustees shall be:

A. To assess and evaluate current and long-range needs of the Library; to formulate and adopt policies, rules and regulations with respect to programs and facilities to meet such needs of the community, including recommendations of the City Council for sites and design of facilities. Such formulations and adoptions shall be made in conjunction with recommendations of the Library Director;

B. To review, comment and make recommendations to the City Council regarding the annual operating budget of the Library;

C. To receive and review periodic reports from the Library Director concerning the general operations and functions of the Library;

D. To recommend ways to inform the public of the various programs, services and assistance which the Library provides, and to receive public comment regarding any such services;

E. To promote intergovernmental cooperation in the development of library services, patronage and usage (regional, state, and national);

F. To advocate for library-related issues with applicable governmental bodies, the community, and other groups;

G. To perform such other duties as may be prescribed by the City Council.

2.64.070 Annual report.

The Board of Library Trustees each year approve a report to the City Council giving the condition of the Library as of the end of the preceding fiscal year.

**Section 3. Severability**

If any section, subsection, phrase or clause of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

The City Council hereby declares that it would have passed this and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrase or clauses be declared unconstitutional on their face or as applied.

**Section 4. Publication.**

The City Clerk is hereby ordered and directed to certify the passage of this ordinance by the City Council of the City of Benicia, California and cause the same to be published in accordance with State law.

**Section 5. Effective Date.**

This ordinance shall be in full force and effective thirty (30) days after its adoption and shall be published and posted as required by law.

On motion of Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_, the above Ordinance was introduced and passed by the City Council of the City of Benicia at a regular meeting of the Council held on the 17th day of September, 2019 and adopted at a regular meeting of the Council held on the 1<sup>st</sup> day of October, 2019, by the following vote:

Ayes:

Noes:

Absent:

\_\_\_\_\_  
Elizabeth Patterson, Mayor

Attest:

\_\_\_\_\_  
Lisa Wolfe, City Clerk

\_\_\_\_\_  
Date

**ORDINANCE NO. 19-**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BENICIA  
AUTHORIZING THE ADOPTION OF AN ORDINANCE AMENDMENT TO BENICIA  
MUNICIPAL CODE CHAPTER 2.64 BOARD OF LIBRARY TRUSTEES**

**WHEREAS**, in 1913, Benicia established a public library, and formed a governing Board of Trustees, which has been codified at Benicia Municipal Code 2.64;

**WHEREAS**, an amendment is sought to clarify that the Library Board of Trustees serves in an advisory capacity, rather than a governing one;

**WHEREAS**, an amendment is sought to further clarify that the Library Board of Trustees plays an important role in advocacy; and

**WHEREAS**, amendments are needed to update language in the code and remove certain gender-specific language in favor of more inclusive language which better reflects the people and community of the City of Benicia.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Benicia does ordain as follows:

**Section 1. Recitals:**

The City Council of the City of Benicia does hereby find that the above referenced recitals are true and correct and material to the adoption of this ordinance.

**Section 2. Amendments**

Chapter 2.64 (Board of Library Trustees) will be amended to read as follows (deletions in ~~strike~~through, additions in underline):

Chapter 2.64  
BOARD OF LIBRARY TRUSTEES

Sections:

- 2.64.010 Established.
- 2.64.020 Members – Qualifications.
- 2.64.030 Meeting time and place.
- 2.64.040 Officers – Appointment.
- 2.64.050 Officers – Duties.
- 2.64.060 Powers and duties.
- 2.64.070 Annual report.

2.64.010 Established.

A Board of Library Trustees of the City is established per Calif. Education Code Title 1, Division 1, Part 11, Chapter 5, Article 2 ([18900-18965]).

2.64.020 Members – Qualifications.

Each member of the Board of Library Trustees shall be a qualified elector of the City. A person who holds any salaried public office or employment with the City is not eligible for the board. ~~A~~ Members of the Board of Library Trustees is are not eligible for appointment to any salaried office or employment with the City during such time as ~~he is~~ they are a members of the board. Members serve a three-year term, renewable upon confirmation of the City Council.

2.64.030 Meeting time and place.

The board shall meet on the second Tuesday of each month at 6:30 p.m. at the Benicia Library and conduct other special meetings as necessary to perform the duties outlined in Subsection 2.64.060. The board shall have the power to establish rules for its proceedings, in accordance with applicable provisions of the City's municipal code and State law.

2.64.040 Officers – Appointment.

The board shall elect a president and president pro tem from among its members. The president and president pro tem serve for a term of one year and until the successor of each is appointed and qualified. The board shall appoint a secretary who need not be a member of the board.

2.64.050 Officers – Duties.

A. President. The president shall preside at all meetings of the board. ~~He~~ and shall appoint all committees and ~~shall~~ perform all the duties necessary or incidental to ~~his~~ the office.

B. President Pro Tem. The president pro tem is president in the absence or inability of the president to act.

C. Secretary. The secretary shall keep minutes of each meeting and shall record each hearing and official action. On all official actions upon which a vote is taken, the secretary shall take the vote by ~~voice vote unless a member requests the vote be taken by roll call. If a roll call vote is used, the vote shall be taken in alphabetical order with the president voting last~~ roll call. The secretary shall examine incoming mail for proper referral and answer correspondence for the board. The secretary shall maintain records of operations and shall perform such other duties as the board may assign.

2.64.060 Powers and duties.

Subject to the direction and approval of the City Council, as provided in Section Chapter 2.60 (Advisory Bodies) of this code, the powers and duties of ~~the~~ the Board of Library Trustees shall be:

A. ~~Make and enforce rules, regulations and bylaws necessary for the administration, government and protection of the public library except for the powers delegated to the personnel officer under Chapter 2.40 BMC, relating to personnel administration~~ To assess and evaluate current and long-range needs of the Library; to formulate and adopt policies, rules and regulations with respect to programs and facilities to meet such needs of the community, including recommendations of the City Council for sites and design of facilities. Such formulations and adoptions shall be made in conjunction with recommendations of the Library Director;

~~B. Administer any trust declared or created for the library and received by property, by gift, demise, or bequest and hold it and, where not otherwise provided, dispose of the property for the benefit of the library~~ To review, comment and make recommendations to the City Council regarding the annual operating budget of the Library;

~~C. Prescribe the duties and powers of the library director and other nonclassified officers and employees of the library and recommend to the city council the number and compensation of the library director, nonclassified library employees and classified library employees~~ To receive and review periodic reports from the Library Director concerning the general operations and functions of the Library;

~~D. Purchase necessary books, journals and publications and other personal property~~ To recommend ways to inform the public of the various programs, services and assistance which the Library provides, and to receive public comment regarding any such services;

~~E. Borrow books from and rent books to and exchange books with other libraries and allow nonresidents to borrow books set upon such conditions as the board prescribes~~ To promote intergovernmental cooperation in the development of library services, patronage and usage (regional, state, and national);

~~F. Do all acts and things necessary or proper to carry out this chapter~~ To advocate for library-related issues with applicable governmental bodies, the community, and other groups;

G. To perform such other duties as may be prescribed by the City Council.

2.64.070 Annual report.

~~The Board of Library Trustees shall on or before the first day of August of each year approve make a report to the City Council giving the condition of the Library on June 30th as of the end of the preceding fiscal year, together with a statement of its proceedings for the year. The board shall forward a statement of its proceedings to the State Library at Sacramento.~~

### **Section 3. Severability**

If any section, subsection, phrase or clause of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

The City Council hereby declares that it would have passed this and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrase or clauses be declared unconstitutional on their face or as applied.

### **Section 4. Publication.**

The City Clerk is hereby ordered and directed to certify the passage of this ordinance by the City Council of the City of Benicia, California and cause the same to be published in accordance with State law.

### **Section 5. Effective Date.**

This ordinance shall be in full force and effective thirty (30) days after its adoption and shall be published and posted as required by law.

On motion of Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_, the above Ordinance was introduced and passed by the City Council of the City of Benicia at a regular meeting of the Council held on the 17th day of September, 2019 and adopted at a regular meeting of the Council held on the 1<sup>st</sup> day of October, 2019, by the following vote:

Ayes:

Noes:

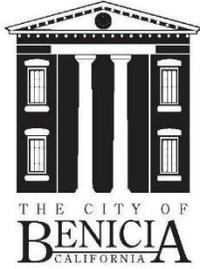
Absent:

\_\_\_\_\_  
Elizabeth Patterson, Mayor

Attest:

\_\_\_\_\_  
Lisa Wolfe, City Clerk

\_\_\_\_\_  
Date



**AGENDA ITEM  
CITY COUNCIL MEETING DATE – OCTOBER 1, 2019  
CONSENT CALENDAR**

**TO** : City Manager

**FROM** : Parks and Community Services Director

**SUBJECT** : **AWARD CONTRACT FOR ON-CALL TREE SERVICE WORK**

**EXECUTIVE SUMMARY:**

The two-year contract for on-call tree service work will streamline contracting for City tree maintenance work, reduce per unit costs for work performed, improve maintenance project planning by providing certainty for project costs, and save staff time that can be redirected from the bid process to other priority work.

**RECOMMENDATION:**

Adopt the resolution (Attachment 1), awarding a two-year contract for on-call tree service work (Attachment 2) to A Plus Tree, Inc. of Pleasant Hill, CA, and authorizing the City Manager to sign the contract.

**BUDGET INFORMATION:**

This contract does not obligate any additional City funds. Rather, it provides a contract through which previously allocated funds will be spent on an as-needed basis. Contracting on a two-year basis will save substantial staff and contractor time that would otherwise be spent on the bid process. This time savings is reflected in the bid costs, which staff believes will enable the previously allocated tree maintenance funds to be used more effectively and efficiently than if each project were individually bid, as has been the practice to date. This new contracting approach will enable the completion of more tree service work within the existing budget, improving the health of the City's trees and reducing prospective liability. Likewise, staff time that would otherwise be spent on bidding tree maintenance projects will now be reallocated to other priority projects.

**BACKGROUND:**

The City maintains approximately 4,300 trees in parks, on City properties, and along streets. Historically, the City has worked with a variety of contractors to assist with tree removals and tree pruning projects. However, the City Arborist identified an on-call maintenance contract as an opportunity to streamline contracting, provide price certainty to improve maintenance planning, and to reduce per unit costs so that more work could be completed within the existing budget. Staff released a Request For Proposals (RFP) on June 18, 2019. Five proposals were received by the August 1, 2019 deadline. All five firms were invited to interview on August 22,

2019. The proposals were then scored according to seven criteria that were spelled out in the RFP, with A Plus Tree, Inc. receiving the highest score.

**NEXT STEPS:**

If awarded, staff will work with A Plus Tree, Inc. to refine a maintenance strategy for the term of the contract. Contracted work may begin as early as October 2019.

**ALTERNATIVE ACTIONS:**

Council could choose to not award this contract and direct staff to continue to award tree maintenance contracts on a project-by-project basis.

<b>General Plan</b>	Goal 2.28: Improve and maintain public facilities and services
<b>Strategic Plan</b>	Strategic Issue #2: Protecting and Enhancing the Environment
	Strategic Issue #4: Preserving and Enhancing Infrastructure
<b>CEQA Analysis</b>	This contract is Categorical Exempt per CEQA Section 15301(h).

**ATTACHMENTS:**

1. Resolution – On-Call Tree Service Work
2. Contract - On-Call Tree Service Work

*For more information contact: Mike Dotson, Parks & Community Services Director  
 Phone: 707-746-4285  
 E-mail: mdotson@ci.benicia.ca.us*

**RESOLUTION NO. 19-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING  
A CONTRACT WITH A PLUS TREE, INC. FOR ON-CALL TREE SERVICE WORK**

**WHEREAS**, City Council previously allocated funding for tree maintenance work in the Fiscal Year 2019-2021 City budget; and

**WHEREAS**, City staff identified an opportunity to streamline contracting and more efficiently utilize budgeted funds through an on-call tree service work contract; and

**WHEREAS**, on June 18, 2019, staff released a Request For Proposals from tree maintenance firms for a two-year on-call tree service work contract; and

**WHEREAS**, five firms submitted proposals prior to the August 1, 2019 deadline; and

**WHEREAS**, A Plus Tree, Inc's proposal was scored the highest of the five proposals according to a seven point scoring matrix; and

**WHEREAS**, this project is categorically exempt per CEQA Section 15301, which applies to the maintenance of existing landscaping.

**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council of the City of Benicia does hereby award the on-call tree service work contract to A Plus Tree, Inc. of Pleasant Hill, CA.

**BE IT FURTHER RESOLVED** that the City Manager is hereby authorized to sign the contract, subject to approval by the City Attorney.

\*\*\*\*\*

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 1<sup>st</sup> day of October, 2019 by the following vote:

Ayes:

Noes:

Absent:

\_\_\_\_\_  
Elizabeth Patterson, Mayor

Attest:

\_\_\_\_\_  
Lisa Wolfe, City Clerk

\_\_\_\_\_  
Date

CONTRACT #\_\_\_ - \_\_\_ - \_\_\_

**AGREEMENT FOR CONTRACT SERVICES**

**[\$50,000 and above (BMC 3.10.030 A)]**

**THIS AGREEMENT** (“Agreement”) is made and entered into this 1st day of October 2019 between the City of Benicia, a municipal corporation in Solano County, California, (hereinafter "CITY") and A Plus Tree, Inc. a California corporation, with its primary office located at 3490 Buskirk Ave. Pleasant Hill, CA 94523 (hereinafter "CONTRACTOR") (collectively, "the Parties").

**RECITALS**

**WHEREAS**, CITY and CONTRACTOR each desire to enter into an Agreement whereby CONTRACTOR will perform contracting services for CITY; and

**WHEREAS**, CITY staff do not have the expertise or capacity to perform this work in-house.

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

1. DESCRIPTION OF SERVICES TO BE PROVIDED

CONTRACTOR shall provide services to CITY in accordance with the Request for Proposal (“RFP”) dated June 18, 2019 and Proposal dated July 31, 2019 for the **On Call Tree Service Work, Two Year Contract**. The RFP and Proposal are incorporated herein by reference and are attached as Exhibit “A” and Exhibit “B”, respectively. CONTRACTOR shall perform the services contemplated hereunder in a competent and professional manner and to the satisfaction of the CITY's Department Head or his/her designee.

2. PAYMENT

CONTRACTOR shall be paid for the above described services per the unit rates included in the Bid Schedule included in Exhibit B. The compensation agreed to be paid to CONTRACTOR shall be the sole and exclusive consideration paid or provided to the CONTRACTOR by the CITY.

CONTRACTOR shall be paid for the service it/he/she renders hereunder:

- within 30 days after receipt of any invoice therefore.
- within 30 days after the completion of the work.
- on a monthly basis, beginning on \_\_\_\_\_, in equal installments of \$\_\_\_\_\_ each.

3. CONTRACT TERMINATION

Both parties agree and understand that this contract may be terminated under the following conditions:

(a) by failure of the CONTRACTOR to substantially perform the above described services; and/or

(b) the CITY reserves the right to cancel the work or services before the work or service begins, even though advertised and requested for.

In the event the contract is canceled under the circumstances described in paragraph 3(a), the determination of payment to the CONTRACTOR shall be at the discretion of the CITY's Department Head, or his/her designee.

4. INDEMNIFICATION

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

(b) Further, CONTRACTOR will indemnify CITY, and hold it harmless, from an assertion that as a result of providing services to CITY, CONTRACTOR 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, CONTRACTOR's obligations for any payments to such claimant shall be limited to those payments which CITY may be required to pay.

5. INSURANCE

(a) Required Coverage. Without limiting CONTRACTOR's indemnification, it is agreed that CONTRACTOR 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) CONTRACTOR 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. CONTRACTOR'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 CONTRACTOR shall provide adequate and suitable insurance for the protection of its employees not otherwise protected.
- ☒ Pollution and/or Asbestos Pollution Liability and/or Errors and Omissions insurance. Coverage: at least \$1,000,000 each occurrence, at least \$2,000,000 policy aggregate.

(b) General Provisions.

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

(e) 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 the 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 CONTRACTOR 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.

(f) Subcontractors. In the event CONTRACTOR desires to hire or employ any other company or person to perform any part of the services contemplated herein, the written approval therefore must be first obtained from the CITY. The CITY may withhold such approval for any reason.

(i) If approval is given by the CITY, CONTRACTOR agrees to include with all Subcontractors in the subcontract the same requirements and provisions of this contract including the indemnity and insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by the CONTRACTOR agree to be bound to CONTRACTOR and CITY in the same manner and to the same extent as CONTRACTOR is bound to the CITY under the Agreement Contract Documents. Subcontractor further agrees to include these same provisions with any Subcontractor. A copy of the CITY's Agreement Contract Document indemnity and insurance provisions will be furnished to the Subcontractor upon request. The CONTRACTOR shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to the commencement of any work and will provide proof of compliance to the CITY.

(ii) CONTRACTOR shall secure and provide CITY with evidence securing said Worker's Compensation insurance covering said approved employee(s) in statutory amounts and providing 30 days' advance notice to CITY in the event said policy is canceled.

When box is checked the following Section 6 ("PREVAILING WAGE") will apply:

6. PREVAILING WAGE

(a) CONTRACTOR will comply with all applicable laws, rules & regulations including, but not limited to, the requirements of Labor Code §3800 regarding workers' compensation insurance and shall, prior to CITY's execution of this Agreement, provide CITY with either a Certificate of Insurance documenting CONTRACTOR's workers' compensation insurance coverage from a company acceptable to City or a letter stating CONTRACTOR has no employees.

(b) For services deemed public works, CONTRACTOR, by signing this Agreement, CONTRACTOR is certifying pursuant to Labor Code section 1861, "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

(c) CONTRACTOR shall comply with the requirements of the California Labor Code including, but not limited to, hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and prevailing wages.

(d) Not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work under this Agreement shall be paid to workers, laborers, and mechanics employed in the execution of the work by CONTRACTOR or any Subcontractor doing or contracting any part of the work. The appropriate determination of the Director of the California Department of Industrial Relations shall be filed with, and available for inspection, at the City offices. CONTRACTOR shall post, at each job site, a copy of the general prevailing rate of per diem wages. The CONTRACTOR shall forfeit two hundred dollars (\$200.00) per day for each calendar day or portion thereof, for each worker paid less than the stipulated prevailing wage rates for any public work done under this Agreement by the CONTRACTOR or any Subcontractor under the CONTRACTOR.

(e) CONTRACTOR shall also comply with Labor Code Sections 1776, 1777.5, 1777.6, 1777.7 and 1810.

When box is checked the following Section 7 ("LIQUIDATED DAMAGES") will apply:

7. LIQUIDATED DAMAGES

It is agreed that CONTRACTOR's failure to complete the work within the time allowed will result in damages being sustained by the CITY. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified, as adjusted in accordance with standard specifications, for completion of the work the CONTRACTOR shall pay to the CITY, or have withheld from moneys due it, the sum of \$100 per day. Progress payments made after the scheduled completion date shall not constitute a waiver of liquidated damages.

8. CONTRACTOR RELATIONSHIP

CONTRACTOR understands and agrees that in performing the above described services, the CONTRACTOR shall act as an independent contractor and not an employee of the CITY.

CONTRACTOR shall be solely responsible for the reporting of income for tax purposes.

9. COMPLIANCE WITH THE LAW

CONTRACTOR, in the conduct of the services contemplated hereunder, shall comply with all statutes, state or federal, and all ordinances, rules and regulations of the City Council, and City of Benicia. Prior to commencement of work, CONTRACTOR shall procure a City business license.

10. SUPPLIES

CONTRACTOR shall acquire, provide, maintain and repair at its/his/her sole cost and expense such equipment, materials, supplies, etc., as CONTRACTOR needs for its/his/her use for the proper conduct of the aforesaid work or services.

11. ASSIGNMENT

The parties acknowledge that the above-described services shall not under any circumstances be assigned to any other person without the prior written consent of the CITY. It is further recognized by the parties hereto that a substantial inducement to the CITY for entering into this agreement was, and is, the professional reputation and competence of the CONTRACTOR

12. NOTICES

(a) Any notice to be provided pursuant to this Agreement shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the parties as follows:

To the CITY:                      Theron Jones  
Interim Superintendent of Parks & Community Services  
City of Benicia  
250 East L Street  
Benicia, CA 94510

To CONTRACTOR: Cyrus DeVere  
A Plus Tree, Inc.  
3490 Buskirk Ave.  
Pleasant Hill, CA 94523

(b) Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

13. GOVERNING LAW AND VENUE

This Agreement shall be administered and interpreted under California law as if written by both parties. If any provision in this Agreement is held by any court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force. **If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state court situated in the County of Solano, State of California or, if necessary, in a federal court situated in the City and County of Sacramento, California.**

14. ENTIRE AGREEMENT

(a) This Agreement supersedes any and all other agreements, either oral or written, between the CITY and CONTRACTOR with respect to the subject matter of this Agreement.

(b) This Agreement contains all of the covenants and agreements between the parties with respect to the subject matter of this Agreement, and each party to this Agreement acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except those covenants and agreements embodied in this Agreement.

(c) No agreement, statement, or promise not contained in this Agreement shall be valid or binding.

15. WAIVER

(a) No waiver shall be binding, unless executed in writing by the party making the waiver.

(b) No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.

(c) Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

16. SEVERABILITY

If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.

17. AUTHORITY TO ENTER AGREEMENT

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

18. PROHIBITED INTERESTS

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

19. NONDISCRIMINATION

(a) CONTRACTOR 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, CONTRACTOR agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by CONTRACTOR or CONTRACTOR'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. CONTRACTOR agrees that any and all violation of this provision shall constitute a material breach of the Agreement.

20. TIME OF THE ESSENCE

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

[SIGNATURES ON THE FOLLOWING PAGE]

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

CONTRACTOR

Cyrus DeVere

BY: Cyrus DeVere

Title: Chief Executive Officer

CITY OF BENICIA

A Municipal Corporation

\_\_\_\_\_  
Lorie Tinfow  
CITY MANAGER

RECOMMENDED BY:

\_\_\_\_\_  
Mike Dotson  
DEPARTMENT HEAD

APPROVED AS TO FORM:

\_\_\_\_\_  
Benjamin L. Stock  
CITY ATTORNEY

Attachments: Exhibit A – RFP  
Exhibit B – Proposal  
Exhibit C – Labor and Materials Bond

EXHIBIT A  
RFP



## **REQUEST FOR PROPOSAL**

### **ON CALL TREE SERVICE WORK, TWO YEAR CONTRACT**

**June 18, 2019**

Important Dates:

Proposal Due Date: August 1, 2019  
Selection Interviews: August 22, 2019  
Award of Agreement: September 17, 2019  
Project Agreement Start Date: October 1, 2019

Contact:

Theron Jones, Parks Supervisor  
Parks & Community Services Department  
250 East L Street  
Benicia, CA 94510  
Phone: (707) 746-4285  
Fax: (707) 747-8118  
Email: [tjones@ci.benicia.ca.us](mailto:tjones@ci.benicia.ca.us)

**TABLE OF CONTENTS**

<b>I.</b>	<b>INTRODUCTION</b> .....	<b>3</b>
	BACKGROUND .....	3
	PURPOSE OF THE REQUEST .....	3
<b>II.</b>	<b>SCOPE OF SERVICES</b> .....	<b>3</b>
<b>III.</b>	<b>PROPOSAL FORMAT</b> .....	<b>4</b>
	APPROACH. ....	4
	DESCRIPTION OF ORGANIZATION, MANAGEMENT AND TEAM MEMBERS.....	4
	ORGANIZATION QUALIFICATIONS. ....	4
	SCOPE OF WORK. ....	4
	PROPOSED PROJECT SCHEDULE.....	4
	PROPOSED BUDGET. ....	4
	REFERENCES, RELATED EXPERIENCE AND EXAMPLES OF WORK.....	5
<b>IV.</b>	<b>SELECTION PROCESS</b> .....	<b>5</b>
	QUALIFICATIONS. ....	5
	SELECTION CRITERIA.....	5
	1. <i>Ability of the Lead Consultant to Design an Approach and Work Plan to Meet the Project Requirements.</i> .....	5
	2. <i>Ability of the Proposer to Carry Out and Manage the Proposed Project.</i> .....	5
	3. <i>Capabilities of the Consultant Organization and/or Team.</i> .....	6
	4. <i>Current Workload of the Consultant Organization and/or Team.</i> .....	6
	5. <i>The Proposer and/or Team's Proximity to the Project</i> .....	6
	6. <i>Willingness to Comply with the Proposed Agreement Terms</i> .....	6
	7. <i>Cost of Proposal.</i> .....	6
<b>V.</b>	<b>SELECTION SCORING</b> .....	<b>7</b>
	SELECTION CRITERIA.....	7
<b>VI.</b>	<b>PROPOSAL DUE DATE, DELIVERY AND AWARD</b> .....	<b>7</b>
	PROPOSED SELECTION AND PROJECT SCHEDULE.....	7
	DELIVERY.....	8
	AWARD OF CONTRACT. ....	8
<b>VII.</b>	<b>CONDITIONS OF REQUEST</b> .....	<b>8</b>
	GENERAL CONDITIONS.....	8
	LIABILITY OF COSTS AND RESPONSIBILITY. ....	9
	VALIDITY. ....	9
	STANDARD AGREEMENT. ....	10
	PERMITS AND LICENSES.....	10
	ORAL AND WRITTEN EXPLANATIONS. ....	10
	PROPOSER'S REPRESENTATIVE. ....	10
	RESTRICTIONS OR CONDITIONS BASED ON FUNDING OF PROJECT.....	10

INSURANCE.....10

**VIII. AVAILABILITY OF DOCUMENTS .....11**

## I. INTRODUCTION

The City of Benicia (“City”) is requesting proposals from qualified organizations to assist the City in the **management of City trees through a two year contract for on call Tree Service Work, beginning October 1, 2019 and ending on September 30, 2021.**

### BACKGROUND.

The City of Benicia is a general law city located in Solano County. The City is requesting contract support from a California licensed tree service contractor with a minimum of five years’ experience. All work is to be performed under the direct supervision of an arborist certified by the International Society of Arboriculture (ISA) and completed in compliance with ANSI A300 and Z133.1 standards.

### PURPOSE OF THE REQUEST.

The City desires to obtain the services of an outside organization to help the City by performing as needed on call tree maintenance, removal, and planting services.

The selected organization will provide the full range of services including tree maintenance, removal, and planting services along roadsides, in street medians, in parks, and in building landscapes within the City of Benicia.

## II. SCOPE OF SERVICES

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

### Deliverables.

**Two** copies of administrative draft reports are required upon completion of each major part of the project. Following approval by the staff, **two** copies of each final report are required.

One unbound copy of each final document and a computer disk containing all final documents and all information are to be provided. At the outset of the agreement, the consultant will submit a description of the software to be used in preparation of the reports and graphics. The City currently uses Word for word processing and Excel for spreadsheets and graphs. Unless pre-approved by City, the final documents shall be provided in Microsoft Word and Microsoft Excel at a minimum.

### III. PROPOSAL FORMAT

All proposals shall include the following minimum information:

#### APPROACH.

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

#### DESCRIPTION OF ORGANIZATION, MANAGEMENT AND TEAM MEMBERS.

A description of the team/consultant organization, and a work plan that identifies the personnel to be assigned to each task. The organization description should clearly identify who will be the project manager and the day-to-day contact person for the job.

#### ORGANIZATION QUALIFICATIONS.

Provide an outline of the organization qualifications indicating relevant background experience and capabilities for this work. A list of major projects, both ongoing and planned, to which the organization is committed during the time frame of this project should also be provided. Include the staff resources devoted to those projects and the status of the projects.

#### SCOPE OF WORK.

The proposal should contain a description of each work task with an explanation of how the proposer plans to approach the tasks and the steps that will be taken to complete the task including analytical methods and tools. Proposers must demonstrate that they understand the magnitude and importance of each individual task. Tasks should be organized into phases constituting measurable deliverables.

#### PROPOSED PROJECT SCHEDULE.

Time is of the essence for this agreement. The proposal shall include a schedule to undertake the work program. The project is anticipated to start by **October 1, 2019** and be completed by **September 30, 2021**. The City, upon mutual agreement, may extend the agreement by one-year up to three times following completion of the initial two-year contract term.

#### PROPOSED BUDGET.

Indicate the costs and hours for the total project, on a task-by-task basis per the bid schedule included in Appendix D. Prices quoted must be binding for a minimum of the life of contract.

## REFERENCES, RELATED EXPERIENCE AND EXAMPLES OF WORK.

Provide at least three (3) client references with phone numbers for relevant work. Specify the client, location, consultant firm members and participating individuals and their roles on team (principal, project director, etc.), type of work, implementation results or status, examples of work, and other relevant information as needed.

## IV. SELECTION PROCESS

### QUALIFICATIONS.

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

### SELECTION CRITERIA.

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

1. *Ability of the Lead Consultant to Design an Approach and Work Plan to Meet the Project Requirements.*

An assessment of the overall quality of the proposal. Qualities and indicators that will receive consideration include the proposer's performance in converting the Scope of Services into a work plan; the detail and clarity of the discussion as to the proposer's approach to undertaking the project; the proposer's performance in identifying any special problems or concerns which may be associated with the project and preliminary ideas about how these obstacles should be addressed; the inclusion of any unique approaches which are designed to save time and money or increase the benefits or effectiveness of the proposed work; the demonstrated ability to work with governmental bodies; and a full understanding of applicable laws or regulations that relate to the project.

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

An assessment of the past experience of the organization in general. Qualities and indicators that will receive consideration include the number and types of projects the organization or its employees have completed; the variety of projects completed and a demonstration of the organization's ability to undertake this project; the general level of experience in the areas of supervision, observing and monitoring projects; the organization's ability to realize timetables and quality control objectives; and the demonstrated general ability to bring about a successful completion of the projects under the proposer's direction.

3. *Capabilities of the Consultant Organization and/or Team.*

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

4. *Current Workload of the Consultant Organization and/or Team.*

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

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

An assessment of the geographic proximity to the project; the location of the office from which the proposed project will be administered; the perceived response time and general availability of the proposer's management to be on site; the perceived effect that project management location will have on price and the ability of the project to be completed on a timely basis; and the availability of special travel or communication plans which would effectively mitigate difficulties associated with location.

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

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

7. *Cost of Proposal.*

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

## V. SELECTION SCORING.

The City anticipates scoring the proposals on the following scale:

<b><u>No.</u></b>	<b><u>ITEM</u></b>	<b><u>MAXIMUM POINTS</u></b>
1.	ABILITY OF THE LEAD CONSULTANT TO DESIGN AN APPROACH AND WORK PLAN TO MEET THE PROJECT REQUIREMENTS	10
2.	ABILITY OF THE PROPOSER TO CARRY OUT AND MANAGE THE PROPOSED PROJECT	15
3.	CAPABILITIES OF THE CONSULTANT ORGANIZATION AND/OR TEAM	15
4.	CURRENT WORKLOAD OF THE CONSULTANT ORGANIZATION AND/OR TEAM	10
5.	THE PROPOSER AND/OR TEAM'S PROXIMITY TO THE PROJECT	10
6.	WILLINGNESS TO COMPLY WITH THE PROPOSED AGREEMENT TERMS	10
7.	COST OF PROPOSAL	30
	<b>TOTAL</b>	<b>100</b>

The top-ranked proposer in each category will receive 100% of the points for that category. All other proposers will receive fewer points, as determined by the City.

## VI. PROPOSAL DUE DATE, DELIVERY AND AWARD

### PROPOSED SELECTION AND PROJECT SCHEDULE.

Tentative Selection Interviews Date: August 22, 2019

Agreement Approval Date: September 17, 2019

Project Completion: September 30, 2021

DELIVERY.

*Three (3)* sealed copies of the proposal, clearly marked with the project description, should be submitted no later than:

**3:00 p.m. on Thursday, August 1, 2019**

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

Theron Jones, Parks Supervisor  
Parks & Community Services Department  
250 East L Street  
Benicia, CA 94510

Faxed, PDF/scanned, Emailed proposals **will** be accepted. Hand carried proposals will be accepted at the above address.

AWARD OF CONTRACT.

It is anticipated that any award of an agreement for services will be made by the City Council at their September 17, 2019 meeting.

## VII. CONDITIONS OF REQUEST

GENERAL CONDITIONS.

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

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

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

## LIABILITY OF COSTS AND RESPONSIBILITY.

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

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

## PUBLIC NATURE OF PROPOSAL MATERIAL.

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

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

## VALIDITY.

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

## STANDARD AGREEMENT.

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

## PERMITS AND LICENSES.

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

## ORAL AND WRITTEN EXPLANATIONS.

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

## PROPOSER'S REPRESENTATIVE.

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

## RESTRICTIONS OR CONDITIONS BASED ON FUNDING OF PROJECT.

N/A

## INSURANCE.

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

### VIII. AVAILABILITY OF DOCUMENTS

Copies of the City's Tree Inventory are available for review at the Parks & Community Services office located at 370 E. L Street. Benicia, CA.

Appendices:

- A. Major Work Tasks
- B. Standard Contract
- C. Summary of Indemnity and Insurance Requirements
- D. Bid Schedule
- E. Tree Pruning Standard Specifications

## APPENDIX A: SCOPE OF WORK

The scope of work required by the City includes performing as needed on call tree maintenance, removal, and planting services along roadsides, in street medians, in parks, and in building landscapes. The contractor will provide all labor, materials, and equipment for the following tree service work:

### **Task 1 – Emergency Response Tree and Limb Removal**

The Contractor shall be available to respond on an emergency basis twenty-four (24) hours a day, including weekends and holidays, to remove or trim City trees that pose a hazard to public or private property. Upon notification by the City of Benicia, the Contractor will respond within six (6) hours with appropriate staff and equipment to the location of the hazard.

### **Task 2 – Non-Emergency Tree Maintenance and Removal:**

On call tree maintenance and removal services may include:

1. Tree Removal
2. Stump grinding and removal
3. As needed tree pruning
4. Limited annual grid pruning
5. Tree planting
6. Root barrier installation

Contractor will provide all necessary labor, equipment, and supplies needed to complete the contracted work and to properly dispose of all materials generated in the course of the work.

All non-emergency work must be approved by the Parks & Community Services Director or designee.

Work will consist of tree trimming, preventative and general tree removal, and tree stump removal in various locations throughout the City of Benicia as directed by the Parks & Community Services Director or designee.

Upon notification by the Parks & Community Services Director or his designee, the Contractor will schedule and perform the requested services within two weeks, or at a time mutually agreed upon by the City of Benicia and the Contractor.

All work orders will be invoiced separately.

### **Specifications:**

- A. All work is to be performed according to Section F and Section I of the City of Benicia Tree Pruning Standard Specifications (Appendix E) unless authorized in writing by the Director of Parks and Community Services or designee.

- B. All traffic control is to be provided by the contractor and coordinated with Director of Parks and Community Services or designee.
- C. Disposal of clean chipped material may be available at the City Cemetery located at 100 Riverhill Drive. All loads must be free of paper, plastic, and other trash. If space is not available at the City Cemetery, chipped material will need to be disposed of offsite. Offsite disposal costs must be verifiable as evidenced by a receipt from the disposal facility.
- D. Disposal of palm fronds and palm tree debris will not be permitted at the City Cemetery. All palm fronds and palm tree debris must be disposed of offsite. Offsite disposal costs must be verifiable as evidenced by a receipt from the disposal facility.
- E. Other than emergency work, all work shall be completed Monday through Friday within the hours established by Chapter 8.20 (Noise Regulations) of the Benicia Municipal Code, which currently limits the use of sound-amplifying equipment to between the hours of 7:00 a.m. and 8:00 p.m.
- F. All tree work will be recorded in the City's Tree Inventory Database.

CONTRACT # \_\_\_ - \_\_\_ - \_\_\_

**AGREEMENT FOR CONTRACT SERVICES**

**[\$50,000 and above (BMC 3.10.030 A)]**

**THIS AGREEMENT** (“Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_ 20\_\_ between the City of Benicia, a municipal corporation in Solano County, California, (hereinafter "CITY") and \_\_\_\_\_, a California corporation, with its primary office located at [street, city, state, zip] (hereinafter "CONTRACTOR") (collectively, "the Parties").

**RECITALS**

**WHEREAS**, CITY and CONTRACTOR each desire to enter into an Agreement whereby CONTRACTOR will perform contracting services for CITY; and

**WHEREAS**, [CITY staff does not have the [expertise or capacity] to perform this work in-house.] OR [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 TO BE PROVIDED

CONTRACTOR shall provide services to CITY in accordance with the Request for Proposal (“RFP”) dated \_\_\_\_\_ and Proposal dated \_\_\_\_\_ for the **On Call Tree Service Work, Two Year Contract**. The RFP and Proposal are incorporated herein by reference and are attached as Exhibit “A” and Exhibit “B”, respectively. CONTRACTOR shall perform the services contemplated hereunder in a competent and professional manner and to the satisfaction of the CITY’s Department Head or his/her designee.

2. PAYMENT

CONTRACTOR shall be paid for the above described services in the amount of \$\_\_\_\_\_. The compensation agreed to be paid to CONTRACTOR shall be the sole and exclusive consideration paid or provided to the CONTRACTOR by the CITY.

CONTRACTOR shall be paid for the service it/he/she renders hereunder:

- within 30 days after receipt of any invoice therefore.
- within 30 days after the completion of the work.
- on a monthly basis, beginning on \_\_\_\_\_, in equal installments of \$\_\_\_\_\_ each.

3. CONTRACT TERMINATION

Both parties agree and understand that this contract may be terminated under the following conditions:

(a) by failure of the CONTRACTOR to substantially perform the above described services; and/or

(b) the CITY reserves the right to cancel the work or services before the work or service begins, even though advertised and requested for.

In the event the contract is canceled under the circumstances described in paragraph 3(a), the determination of payment to the CONTRACTOR shall be at the discretion of the CITY's Department Head, or his/her designee.

4. INDEMNIFICATION

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

(b) Further, CONTRACTOR will indemnify CITY, and hold it harmless, from an assertion that as a result of providing services to CITY, CONTRACTOR 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, CONTRACTOR's obligations for any payments to such claimant shall be limited to those payments which CITY may be required to pay.

5. INSURANCE

(a) Required Coverage. Without limiting CONTRACTOR's indemnification, it is agreed that CONTRACTOR 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) CONTRACTOR 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. CONTRACTOR'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 CONTRACTOR shall provide adequate and suitable insurance for the protection of its employees not otherwise protected.

Pollution and/or Asbestos Pollution Liability and/or Errors and Omissions insurance. Coverage: at least \$1,000,000 each occurrence, at least \$2,000,000 policy aggregate.

(b) General Provisions.

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

(e) 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 the 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 CONTRACTOR 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.

(f) Subcontractors. In the event CONTRACTOR desires to hire or employ any other company or person to perform any part of the services contemplated herein, the written approval therefore must be first obtained from the CITY. The CITY may withhold such approval for any reason.

(i) If approval is given by the CITY, CONTRACTOR agrees to include with all Subcontractors in the subcontract the same requirements and provisions of this contract including the indemnity and insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by the CONTRACTOR agree to be bound to CONTRACTOR and CITY in the same manner and to the same extent as CONTRACTOR is bound to the CITY under the Agreement Contract Documents. Subcontractor further agrees to include these same provisions with any Subcontractor. A copy of the CITY's Agreement Contract Document indemnity and insurance provisions will be furnished to the Subcontractor upon request. The CONTRACTOR shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to the commencement of any work and will provide proof of compliance to the CITY.

(ii) CONTRACTOR shall secure and provide CITY with evidence securing said Worker's Compensation insurance covering said approved employee(s) in statutory amounts and providing 30 days' advance notice to CITY in the event said policy is canceled.

When box is checked the following Section 6 ("PREVAILING WAGE") will apply:

#### 6. PREVAILING WAGE

(a) CONTRACTOR will comply with all applicable laws, rules & regulations including, but not limited to, the requirements of Labor Code §3800 regarding workers' compensation insurance and shall, prior to CITY's execution of this Agreement, provide CITY with either a Certificate of Insurance documenting CONTRACTOR's workers' compensation insurance coverage from a company acceptable to City or a letter stating CONTRACTOR has no employees.

(b) For services deemed public works, CONTRACTOR, by signing this Agreement, CONTRACTOR is certifying pursuant to Labor Code section 1861, "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

(c) CONTRACTOR shall comply with the requirements of the California Labor Code including, but not limited to, hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and prevailing wages.

(d) Not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work under this Agreement shall be paid to workers, laborers, and mechanics employed in the execution of the work by CONTRACTOR or any Subcontractor doing or contracting any part of the work. The appropriate determination of the Director of the California Department of Industrial Relations shall be filed with, and available for inspection, at the City offices. CONTRACTOR shall post, at each job site, a copy of the general prevailing rate of per diem wages. The CONTRACTOR shall forfeit two hundred dollars (\$200.00) per day for each calendar day or portion thereof, for each worker paid less than the stipulated prevailing wage rates for any public work done under this Agreement by the CONTRACTOR or any Subcontractor under the CONTRACTOR.

(e) CONTRACTOR shall also comply with Labor Code Sections 1776, 1777.5, 1777.6, 1777.7 and 1810.

When box is checked the following Section 7 ("LIQUIDATED DAMAGES") will apply:

7. LIQUIDATED DAMAGES

It is agreed that CONTRACTOR's failure to complete the work within the time allowed will result in damages being sustained by the CITY. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified, as adjusted in accordance with standard specifications, for completion of the work the CONTRACTOR shall pay to the CITY, or have withheld from moneys due it, the sum of \$100 per day. Progress payments made after the scheduled completion date shall not constitute a waiver of liquidated damages.

8. CONTRACTOR RELATIONSHIP

CONTRACTOR understands and agrees that in performing the above described services, the CONTRACTOR shall act as an independent contractor and not an employee of the CITY.

CONTRACTOR shall be solely responsible for the reporting of income for tax purposes.

9. COMPLIANCE WITH THE LAW

CONTRACTOR, in the conduct of the services contemplated hereunder, shall comply with all statutes, state or federal, and all ordinances, rules and regulations of the City Council, and City of Benicia. Prior to commencement of work, CONTRACTOR shall procure a City business license.

10. SUPPLIES

CONTRACTOR shall acquire, provide, maintain and repair at its/his/her sole cost and expense such equipment, materials, supplies, etc., as CONTRACTOR needs for its/his/her use for the proper conduct of the aforesaid work or services.

11. ASSIGNMENT

The parties acknowledge that the above-described services shall not under any circumstances be assigned to any other person without the prior written consent of the CITY. It is further recognized by the parties hereto that a substantial inducement to the CITY for entering into this agreement was, and is, the professional reputation and competence of the CONTRACTOR

12. NOTICES

(a) Any notice to be provided pursuant to this Agreement shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the parties as follows:

To the CITY: \_\_\_\_\_  
\_\_\_\_\_  
City of Benicia  
250 East L Street  
Benicia, CA 94510

To CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(b) Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

13. GOVERNING LAW AND VENUE

This Agreement shall be administered and interpreted under California law as if written by both parties. If any provision in this Agreement is held by any court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force. **If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state court situated in the County of Solano, State of California or, if necessary, in a federal court situated in the City and County of Sacramento, California.**

14. ENTIRE AGREEMENT

(a) This Agreement supersedes any and all other agreements, either oral or written, between the CITY and CONTRACTOR with respect to the subject matter of this Agreement.

(b) This Agreement contains all of the covenants and agreements between the parties with respect to the subject matter of this Agreement, and each party to this Agreement acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except those covenants and agreements embodied in this Agreement.

(c) No agreement, statement, or promise not contained in this Agreement shall be valid or binding.

15. WAIVER

(a) No waiver shall be binding, unless executed in writing by the party making the waiver.

(b) No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.

(c) Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

16. SEVERABILITY

If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.

17. AUTHORITY TO ENTER AGREEMENT

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

18. PROHIBITED INTERESTS

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

19. NONDISCRIMINATION

(a) CONTRACTOR 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, CONTRACTOR agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by CONTRACTOR or CONTRACTOR'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. CONTRACTOR agrees that any and all violation of this provision shall constitute a material breach of the Agreement.

20. TIME OF THE ESSENCE

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

[SIGNATURES ON THE FOLLOWING PAGE]

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

CONTRACTOR

CITY OF BENICIA  
A Municipal Corporation

BY: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Lorie Tinfow  
CITY MANAGER

RECOMMENDED BY:

\_\_\_\_\_  
Name  
DEPARTMENT HEAD

APPROVED AS TO FORM:

\_\_\_\_\_  
Benjamin L. Stock  
CITY ATTORNEY

Attachments: Exhibit A – RFP  
Exhibit B – Proposal  
Exhibit C – Labor and Materials Bond

EXHIBIT A  
RFP

EXHIBIT B  
Proposal

**LABOR AND MATERIALS BOND  
(CONSTRUCTION)**

**KNOW ALL PERSONS BY THESE PRESENTS**, that the City of Benicia (hereinafter designated as "City"), a municipal corporation located in the County of Solano, State of California, by Resolution No. \_\_\_\_\_, has awarded a contract to and has entered into an agreement with \_\_\_\_\_, (hereinafter designated as "Principal") whereby Principal agrees to complete the improvements more particularly described in all documents forming the complete contract entitled "[PROJECT TITLE]", which said agreement is hereby referred to and made a part hereof; and

**WHEREAS**, said Principal is required to furnish a bond in connection and with said contract, provided that if said Principal, or any of his/her/its contractors, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety of this bond will pay the same to the extent hereinafter set forth.

**NOW, THEREFORE**, we the Principal and \_\_\_\_\_, as Surety, which is a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, are held and firmly bound unto the City in the penal sum of \$ \_\_\_\_\_, lawful money of the United States, **being not less than one hundred percent (100%) of the estimated contract cost of the work**, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH** that if the above bonded Principal, his/her/its heirs, executors, administrators, successors or assigns, or its subcontractors, shall fail to pay any of the persons named in the applicable section of the Civil Code, or to pay for any materials, provisions, provender, or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then said Surety will pay the same in, or to an amount not exceeding, the amount hereinabove set forth, and also will pay in case suit is brought upon this bond a reasonable attorney's fee in such suit, which fee shall be fixed by the Court.

**AS FURTHER TERMS OF THIS BOND, IT IS UNDERSTOOD AS FOLLOWS:**

1. This bond and all its provisions shall inure to the benefit of all persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

2. This bond is given to comply with the provisions of Division 4, Part 6 of the Civil Code. The liability of the Principal and Surety hereunder is governed by the provisions of said Chapter, all acts amendatory thereof, and all other statutes referred to therein.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract, to the work, or to the specifications.

\* \* \*

**IN WITNESS WHEREOF**, the above bounded parties have executed this instrument under their seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

NOTE: To be signed by Principal and Surety and acknowledgement and notarial seal attached.

(SEAL)

\_\_\_\_\_  
PRINCIPAL

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
SURETY

By: \_\_\_\_\_

Title: \_\_\_\_\_

The above bond accepted and approved this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
CITY ATTORNEY

## APPENDIX C

### SUMMARY OF INDEMNITY AND INSURANCE REQUIREMENTS FOR NON-DESIGN PROFESSIONALS

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

#### INDEMNIFICATION

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

(b) Further, CONTRACTOR will indemnify CITY, and hold it harmless, from an assertion that as a result of providing services to CITY, CONTRACTOR 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, CONTRACTOR's obligations for any payments to such claimant shall be limited to those payments which CITY may be required to pay.

#### INSURANCE

(a) Without limiting CONTRACTOR'S indemnification, it is agreed that CONTRACTOR shall maintain in force at all times during the performance of this contract, the following types of insurance providing coverage on an "occurrence" basis. Said insurance shall name the CITY, its officers, agents and employees as additional insureds. Evidence of said insurance shall be delivered to CITY at the same time CONTRACTOR signs this Agreement in certificate forms acceptable to the CITY.

Commercial general liability and property damage insurance. Coverage: at least \$1,000,000 per occurrence. If commercial general liability insurance or other form with a general aggregate limit shall apply separately to this Project/location, the general aggregate limit shall be at least twice the required occurrence limit.

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

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

Pollution and/or Asbestos Pollution Liability and/or Errors and Omissions insurance. Coverage: at least \$1,000,000 each occurrence, at least \$2,000,000 policy aggregate. This limit should be raised dependent on risk involved. You may want to check with your risk manager rep.

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

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

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

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

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

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

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

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

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

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

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

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

(d) Deductibles and Self Insured Retentions. All self-insured retentions (SIR) must be disclosed to the City's Risk Management for approval and shall not reduce the limits of liability. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insurance retention as respects the City, its officers, officials, agents, employees and volunteers; or CONTRACTOR 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.

## CITY OF BENICIA'S INSURANCE REQUIREMENTS FOR SERVICES P.O.

Without limiting CONTRACTOR'S indemnification provided hereunder, CONTRACTOR shall take out and maintain at all times during the life of this contract, up to the date of acceptance of the work by the CITY, the following policies of insurance:

- (a) Worker's Compensation insurance to cover its employees and the CONTRACTOR shall require all SUBCONTRACTORS similarly to provide Worker's Compensation insurance as required by the Labor Code of the State of California for all of the SUBCONTRACTOR'S employees. All Workers' Compensation policies shall be endorsed with the provision that it will not be cancelled without first giving thirty (30) days prior notice to the CITY.
- (i) In the event any class of employees engaged in hazardous work under this Contract is not protected under Workers' Compensation Statutes, the CONTRACTOR shall provide, and shall cause all SUBCONTRACTORS to provide, adequate and suitable insurance for the protection of its employees not otherwise protected. Such policy must be acceptable to the CITY and shall provide that it will not be cancelled without first giving thirty (30) days' notice to CITY.
- (ii) CONTRACTOR'S worker's compensation insurance shall include the following language: "All rights of subrogation are hereby waived against the CITY of BENICIA, its officers and employees when acting within the scope of their appointment or employment."
- (b) General Liability insurance including bodily injury and property damage insurance for all activities of the CONTRACTOR and its SUBCONTRACTORS arising out of or in connection with this contract, written on a comprehensive general liability form including, but not limited to, Broad Form Property Damage, blanket contractual, vehicle coverage, products liability and employers non-ownership liability coverage in an amount no less than 2 million dollars combined, single limit personal injury and property damage for each occurrence. The general aggregate shall be twice the single limit.
- (i) The limits of insurance required in the contract may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City ( if agreed to in a written contract) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
- (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.
- (c) Automobile Liability insurance for the vehicle(s) CONTRACTOR uses in connection with the performance of this Agreement. Coverage: at least \$1,000,000 per occurrence for bodily injury and property damage.
- (d) Verification of Coverage. CONTRACTOR 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 or as acceptable to the CITY. The required documentation of such insurance shall be furnished to the CITY at the time CONTRACTOR returns the executed contract. The proper insurance shall be provided within ten (10) days of the date of mailing of the notice that the contract has been awarded and prior to the CITY executing the contract and issuing a notice to proceed. The CONTRACTOR shall not commence work nor shall s/he allow his employees or SUBCONTRACTORS or anyone to commence work until all insurance required hereunder has been submitted and approved and a notice to proceed has been issued.

(e) Additional Insured.

Each such policy shall be endorsed with the following language:

*The CITY of BENICIA is 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 ongoing performance and completed work of the contract.*

- (i) The Additional Insured coverage under the Contractor'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.
- (ii) 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.

(iii) The insurance provided herein is primary and non-contributory and no insurance held or owned by the City of Benicia shall be called upon to contribute to a loss.

(iv) The coverage provided by this policy shall not be cancelled without thirty (30) days prior written notice given to the CITY.

(v) This policy does not exclude explosion, collapse, underground excavation hazards or removal of lateral support.

(f) To the extent the following described damage is not covered by insurance, the CONTRACTOR shall be responsible for the cost of repairing or restoring damage to the work ("the costs"), which damage occurs prior to acceptance of the work by the CITY and the damage is determined to be proximately caused by an act of God.

(i) Notwithstanding anything to the contrary stated herein, if said act of God constitutes an earthquake in excess of a magnitude of 3.5 on the Richter scale and/or tidal waves, the CONTRACTOR shall be responsible for the costs in the amount of 5% of the amount paid to the CONTRACTOR hereunder.

(ii) Subparagraph e (i) shall not be applicable if the work paid for by this Contract is financed by revenue bonds.

(g) In the event the work involves the construction of a building, bridge or other structure, Builder's Risk "All Risk" completed value insurance coverage (including flood but unless otherwise specified in the bid documents excluding earthquake and tidal wave) upon the entire project and including completed work and work in progress. The CITY of BENICIA shall be named as an additional insured. The policy shall be endorsed to provide that it will not be cancelled without giving thirty (30) days prior written notice to CITY by mail.

(h) All Self-insured Retentions (SIR) must be disclosed to the City's Risk Management for approval and shall not reduce the limits of liability. 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. At the option of CITY, insurer shall reduce or eliminate such deductible or self-insured retention as respects CITY, its officers and employees or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims, administration and defense expenses.

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

Subcontractor agrees to be bound to the Contractor and City in the same manner and the same extent as Contractor is bound to the City under the Contract Documents. Subcontractor further agrees to include the same requirements and provisions of this Contract, including the indemnity and insurance requirements, with any Sub-subcontractor to the extent they apply to the scope of Sub-subcontractor's work.

Terms Accepted:

  
\_\_\_\_\_  
Contractor Signature  
Cyrus DeVere, A PLUS TREE  
\_\_\_\_\_  
Printed Name & Company

**Appendix D  
Bid Schedule**

Unit prices should include materials, supervision, labor, and equipment needed for the satisfactory completion of each project.

**Tree and Stump Removal**

Diameter at Breast Height (DBH)	Cost per Tree	Cost per Stump Removal
Up to 8" DBH	\$	\$
8"-16" DBH	\$	\$
16"-24" DBH	\$	\$
24"-36" DBH	\$	\$
Over 36" DBH	\$	\$

**Tree Pruning**

Diameter at Breast Height (DBH)	Cost per Tree
Up to 8" DBH	\$
8"-16" DBH	\$
16"-24" DBH	\$
24"-36" DBH	\$
Over 36" DBH	\$

**Tree Planting**

Size	Cost per Tree	Root Barrier (minimum 18" deep)
5 Gallon Trees	\$	\$
15 Gallon Trees	\$	\$
24" Box Trees	\$	\$
36" Box Trees	\$	\$
Over 36" DBH	\$	\$

**Emergency Call Outs**

In addition to the charges listed above, state the additional flat fee or charge, if any, for an emergency service response within two (2) hours	\$
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**City of Benicia**  
**Parks & Community Services**  
250 East L Street  
Benicia, CA 94510  
(707) 746-4285

## **TREE PRUNING STANDARD SPECIFICATIONS**

**THE FOLLOWING STANDARD SPECIFICATIONS DEFINE THE MINIMUM REQUIREMENTS FOR TREE PRUNING WITHIN THE CITY OF BENICIA.**

***ALL WORK TO BE PERFORMED BY CALIFORNIA LICENSED TREE SERVICE CONTRACTOR WITH MINIMUM FIVE YEARS EXPERIENCE.***

***ALL WORK TO BE PERFORMED UNDER THE DIRECT SUPERVISION OF AN ARBORIST CERTIFIED BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE AND COMPLETED IN COMPLIANCE WITH ANSI A300 AND Z133.1 STANDARDS.***

The Director of Parks and Community Services or designee can clarify any questions regarding these standard specifications.

### **A. INTRODUCTION:**

- a. The purpose of these specifications is to best preserve and enhance the beauty, structural integrity, and functional values of trees.
- b. These specifications are presented as working guidelines, recognizing that trees are individually unique in form and structure and that their pruning needs may not always fit strict rules.

### **B. OVERVIEW OF SPECIFICATIONS:**

- a. Note that all specifications are based on International Society of Arboriculture, National Arborist Association and American National Standards Institute criteria.
- b. Perform all tree work according to these specifications.
- c. Note that there are different criteria for pruning depending on the purpose for the pruning.
  - i. **Complete Prune Specifications** are used when circumstances deem the entire tree needs to be fully pruned.

- ii. **Safety Prune Specifications** require less pruning and are used when specific, possibly hazardous (dead/dying) limbs need removal to eliminate all safety concerns. Safety pruning may be recommended in some circumstances instead of a complete prune. Safety pruning specifications are used for "as needed" pruning as outlined above and address only safety concerns. Safety pruning includes only the basic requirements and does not include the fine pruning detail work outlined in a complete prune.
- iii. **Power Line Clearance Prune (PLC) Specifications** are used for private tree power line clearance work and for street tree (PLC) pruning when the tree is pruned between its periodic complete pruning cycles.
- iv. **Palm Pruning Specifications** are used when pruning any type of palm.

**C. GENERAL REQUIREMENTS:**

- a. The following requirements shall be used during any pruning work to be performed on City trees:
  - i. Dispose of all tree debris generated.
  - ii. Ensure that good traffic control measures are utilized at all times.
  - iii. Minimize disruption of the public.
  - iv. Ensure that adequate safety measures are utilized at all times for employees and the public.
- b. Contact the Director of Parks and Community Services or designee prior to starting any tree work.

**D. CERTIFIED ARBORIST:**

- a. The Contractor shall ensure that a certified arborist, as accredited by the International Society of Arboriculture oversees the tree work according to these specifications.

**E. SPECIFIC TREE PRUNING SPECIFICATIONS:**

- a. All persons performing tree work on City trees must be trained according to tree care standards accepted by the International Society of Arboriculture.
- b. All persons performing tree work on City trees in or around primary electrical lines must be trained to do so according to the "Electrical Safety Orders" of the State of California, including all amendments and revisions.
- c. When tree pruning cuts are made to a side limb, such remaining limb must possess a basal thickness of at least one third (1/3) of the diameter of the wound so affected. Such cuts shall be considered proper only when such remaining limb is vigorous enough to maintain adequate foliage to

produce wood growth capable of callusing the pruning cut so affected within a reasonable amount of time.

- d. All final tree pruning cuts shall be made in such a manner so as to favor the earliest possible covering of the wound by natural callus growth. Flush cuts, which produce large wounds or weaken the tree at the cut, shall not be made. The branch collar shall not be removed.
- e. Tree limbs shall be removed and controlled in such a manner as to cause no damage to other parts of the tree, or to other plants or property.
- f. All tools used on a tree known to contain an infectious tree disease shall be properly disinfected immediately before and after completing work on such tree. All major diseases and/or pest problems shall be promptly reported to the Director of Parks and Community Services or designee.
- g. All cutting tools and saws used in tree pruning shall be kept sharpened to result in final cuts with smooth wood surface and secure bark remaining intact. All trees six (6) inches in diameter or less shall be pruned with hand tools only. Chain saws will not be permitted on any trees six (6) inches in diameter or less. This is to prevent any unnecessary abrasions to cambial tissue that may predispose a tree to insect and/or disease problems.
- h. Whenever pruning cuts are to be made, while removing limbs too large to hold securely in one hand during the cutting operation, the limbs shall be cut off first, one (1) to two (2) feet beyond the intended final cut. Then the final cut shall be made in a manner to prevent unnecessary tearing back of the bark and wood. Such cutting back shall not include the removal of any live, healthy limbs in excess of six (6) inches in diameter without prior approval from the Director of Parks and Community Services or designee.
- i. No more than twenty five (25) percent of the live wood may be removed from the crown of any tree, without approval of the Director of Parks and Community Services or designee, excepting live oaks, which are limited to no more than ten (10) percent. Resulting in keeping as much of the crown of the tree as possible.
- j. Any extraneous metal, wire, rubber or other material (i.e. stakes, ties) interfering with tree growth shall be removed immediately.
- k. Any defective or weakened trees shall be reported to the Director of Parks and Community Services or designee. Specifically, any structural weakness of a tree, decayed trunk or branches, shall be reported in writing, noting the location of the tree by street address and a description of the hazard found in the tree.
- l. The use of climbing spurs or spike shoes in the act of pruning trees is prohibited unless specifically authorized by the Director of Parks and Community Services or designee.
- m. Beneficial animal, bird nests, or other nesting cavities shall be preserved and protected whenever feasible, unless doing so would create a hazard.

**F. COMPLETE TREE PRUNING SPECIFICATIONS:**

- a. Complete tree pruning shall consist of the total removal of those dead or living branches as may threaten the future health, strength and attractiveness of trees. Specifically, trees shall be pruned in such a manner as to:
  - i. Prevent branch and foliage interference with requirements of safe public passage. Over street clearance shall be kept to a minimum of sixteen (16) feet above the paved surface of the street, fifteen (15) feet above the curb and eight (8) feet above the surface of a public sidewalk or pedestrian way. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action.
  - ii. Remove all dead and dying branches and branch stubs that are two (2) inches in diameter or larger.
  - iii. Remove all broken or loose branches.
  - iv. Remove any live branches, which interfere with the tree's structural strength, and healthful development, which will include the following:
    1. Branches, which rub and abrade a more important branch.
    2. Branches of weak structure, which are not important to the framework of the tree.
    3. Branches, which if allowed to grow, would wedge apart the junction of more important branches.
    4. Branches forming multiple leaders in a single leader type tree.
    5. Branches near the end of a limb, which will produce more weight or offer more resistance to wind than the limbs are likely to support.
    6. Selective removal of undesirable sucker and sprout growth paying specific attention not to nick or damage the sprout "burl".
    7. Selective removal of one or more developing leaders where multiple branch growth exists near the end of broken or stubbed limbs.
    8. Selective removal of limbs obstructing buildings or other structures or traffic signs. Generally, limbs closer than five (5) feet to a building or other structure should be removed unless doing so would severely damage a tree.
    9. Removal of branches, which project too far outward beyond an otherwise symmetrical form.

- v. Cut back ends of branches and reduce weight where excessive overburden appears likely to result in breakage of supporting limbs.
- vi. Clear trees of sprout or sucker growth to a minimum height of eight (8) feet above ground level. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action.
- vii. Obtain a balanced appearance when viewed from the opposite side of the street immediately opposite the tree, unless authorized by the Director of Parks and Community Services or designee to do otherwise.
- viii. Remove all vines entwined in trees and on tree trunks. Vine tendrils shall be removed without injury to said trees.
- ix. Clear all branches and foliage within ten (10) feet of primary electrical lines and three (3) to five (5) feet of secondary electrical lines.
- x. Clear all branches that interfere with telephone, cable and other utility lines within one (1) foot of lines, wherever feasible.

**G. SAFETY TREE PRUNING SPECIFICATIONS:**

- a. Safety tree pruning shall consist of the total removal of those dead or living branches as may menace the future health, strength and attractiveness of trees.
- b. Specifically, trees shall be pruned in such a manner as to:
  - i. Prevent branch and foliage interference with requirements of safe public passage. Over street clearance shall be kept to a minimum of sixteen (16) feet above the paved surface of the street, fifteen (15) feet above the curb and eight (8) feet above the surface of a public sidewalk or pedestrian way. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action.
  - ii. Remove dead and dying branches and branch stubs that are two (2) inches in diameter or more.
  - iii. Remove all broken or loose branches.
  - iv. Removing any live branches, which interfere with the tree's structural strength and healthful development, will include the following:
    - 1. Limbs of weak structure or otherwise hazardous.
    - 2. Selective removal of limbs obstructing buildings or other structures or traffic signs. Generally, limbs closer than five

(5) feet to a building or other structure should be removed unless doing so would severely damage a tree.

3. Clear trees of sprout or sucker growth to a minimum height of eight (8) feet above ground level. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action.

#### **H. POWER LINE CLEARANCE (PLC) PRUNING SPECIFICATIONS:**

- a. When trees are in the proximity of overhead energized lines and equipment, reliability of service, safety, and governmental standards require a reasonable amount of tree pruning to avoid conductor contacts and grounding of circuits through the trees. Power line clearance pruning, therefore, shall consist of the removal of tree branches for proper electric line clearance in order to minimize the likelihood of power outages and improve safety.
- b. Specifically, trees shall be pruned in such a manner as to:
  - i. Clear all branches and foliage within ten (10) feet of primary electrical lines.
  - ii. Clear all branches that interfere with secondary electric lines within three (3) to five (5) feet.
  - iii. Protect current tree health, condition and symmetry using Dr. Alex Shigo's book, *Pruning Trees Near Electric Utility Lines* as a guide.
- c. During the tree pruning process, all safe minimum working distances for energized conductors shall be observed. These clearances are defined under ANSI Z133.1-2006, *Tree Care Safety Standards*. Current ANSI specifications will supersede these requirements when they take effect. Any contact with energized lines shall be promptly reported to the Director of Parks and Community Services or designee.
- d. Access backyards must be closely coordinated with the property owner, whenever feasible.

#### **I. PALM PRUNING SPECIFICATIONS:**

- a. Palm trees shall be pruned according as follows:
  - i. The removal of all dead fronds and other dead plant parts from the trunk. All loose frond sheaths shall be removed along the entire length of the palm trunk.
  - ii. The removal of all flower and fruit parts whether dead or alive.
  - iii. The use of climbing spurs or spike shoes in the act of pruning trees is only allowed on palm trees that are too high to reach with a bucket truck and are prohibited below 30' feet.

- iv. Canary Island date palm (*Phoenix Canariensis*) trunks shall be cleaned of any weed species. The immediate area below the green fronds shall be trimmed to a symmetrical (pineapple) appearance. The shape shall not exceed a minimum of forty-eight (48) inches or a maximum of sixty- (60) inches length below the green fronds. The trunk when pruning operations are complete shall be left in a clean, unscathed appearance throughout the entire length of the palm trunk. Canary Island date palms shall be pruned using a sterilized handsaw. The handsaw must be cleaned and sterilized before and after pruning each tree.
- v. Inspect the entire length of trunk on all *Phoenix canariensis* and *Phoenix dactylifera* Palm Trees, especially the upper zone just below the crown, by tapping with a mallet (sounding) in conjunction with pruning; report any damage, decay, or deterioration.

**J. UNACCEPTABLE PRUNING:**

- a. The procedures including but not limited to those listed below will result in tree decline and are not allowed (storm damage and other extenuating circumstances exempted):
  - i. Severe cutting back of all growing tips usually referred to as topping, pollarding, or hat racking.
  - ii. Flush cutting where a cut is made even with the surface of the trunk or limb, removing the branch collar and branch bark ridge.
  - iii. Stub cutting where branch removal results in the base of branch removed protruding more than approximately one fourth (1/4) inch beyond the zone of branch collar and branch bark ridge.
  - iv. Removal of a healthy main leader, for reasons other than power line clearance.
  - v. Excessive cutting or lifting that exceeds the International Society of Arboriculture or these specifications.
- b. Contractor shall replace at contractor's sole expense any trees that have declined in health due to use of improper pruning procedures.

**K. PUBLIC SAFETY AND COOPERATION:**

- a. All tree work shall be conducted in a manner as to cause the least possible interference with, or annoyance to others.
- b. Pedestrian and vehicular traffic shall be allowed to pass through the work areas only under conditions of safety and with as little inconvenience and delay as possible. Unless the work area is totally barricaded or otherwise kept safe, at least one worker shall serve to coordinate safe operations on the ground at all times when work operations are in progress.

- i. Whenever larger tree sections are being cut in a treetop, which may endanger persons or property, such sections shall be secured by ropes and lowered safely to the ground in a controlled manner.
- ii. All fire hydrants, meter vaults, water and gas shut off valves and similar facilities must remain accessible during the course of work.
- iii. All tree work must comply with all tree related safety requirements as stated in the safety standards ANSI Z133.1-2006 of the American National Standards Institute, Inc. 1430 Broadway, New York, NY 10018.
- iv. Noise levels, resulting from tree work operations, must be kept to a minimum at all times. All tree work operations are subject to compliance with all local Noise Restrictions. Operation of tree work equipment shall not take place between the hours of 7:00 p.m. and 7:00 a.m. weekdays, or between 5:00 p.m. and 10:00 a.m. on weekends (Saturday and Sunday). Emergencies are exempt from any time restrictions.

**L. SITE CLEANUP:**

- a. Cleanup of any debris resulting from any tree pruning operations shall be promptly and properly accomplished. The work area shall be kept safe at all times until all operations are completed. Under no circumstances shall the accumulation of debris be allowed in such a manner as to result in a hazard to the public. All debris from tree operations shall be cleaned up each day before the work crew leaves the site, unless permission is given by the Director of Parks and Community Services or designee to do otherwise. All lawn areas, parkways, streets and sidewalks shall be raked and/or blown clean, and all brush, branches, or other debris shall be removed from the site. Areas are to be left in a condition equal to or better than that which existed prior to the commencement of tree pruning operations.
- b. All cuttings, branches, wood chips and other debris shall be cleared from the site and disposed of by the Contractor. The Contractor shall obtain any permits that may be required for this purpose. Disposal expenses will be the Contractor's responsibility. Debris, such as wood chips, shall be left on property only at the direct and specific request of the Director of Parks and Community Services or designee.

**M. INSPECTIONS:**

- a. The Director of Parks and Community Services or designee will inspect the work performed by the contractor to ensure completion of the pruning in accordance with these specifications.
- b. Should more than two inspections be required on trees needing additional work, the contractor will be billed for City staff time.

**EXHIBIT B**  
Proposal



# A•PLUS

GROW YOUR FOREST IN THE CLOUD

City of Benicia  
Attn: Theron Jones  
Parks & Community Services Department  
250 East L Street  
Benicia, CA 94510

Regarding: Request for Proposal On Call Tree Service Work, Two Year Contract

*Contractor:*

**A Plus Tree, Inc**  
3490 Buskirk Ave  
Pleasant Hill, CA 94523  
Phone: (707) 644-1672  
Fax: (510) 740-3961

*Prepared By:*

Tabitha Huston | Sales Operations Manager  
tabitha@aplustree.com | (859) 806-1990

Submission Date: July 31st, 2019



## TABLE OF CONTENTS

ACKNOWLEDGEMENT & APPROACH PG 3

DESCRIPTION OF ORGANIZATION, MANAGEMENT, AND TEAM MEMBERS PG 3

ORGANIZATIONAL QUALIFICATIONS PG 6

SCOPE OF WORK PG 8

PROPOSED PROJECT SCHEDULE PG 9

PROPOSED BUDGET PG 10

REFERENCES PG 11



## ACKNOWLEDGEMENT & APPROACH

Having duly examined the requirements laid out in the City of Benicia's proposal request, we are confident that we have the experience and qualifications to fulfill all the responsibilities within the scope of services and requirements outlined the RFQ including but not limited to all tree maintenance, removals and any planting services.

A Plus meets all specific requirements and vendor qualifications, has a Certified Arborist on every crew, and maintains both safety and pruning practices according to industry standards as outlined in the most current ANSI A300 Standards.

## DESCRIPTION OF ORGANIZATION, MANAGEMENT, AND TEAM MEMBERS

A Plus Tree has been established in the San Francisco Bay Area since 2001. In the past 5 years we have extended our services from the Pacific North West down to San Diego. We are primarily Commercial (approx. 90-95%) and take pride in our professional quality of service and safety practices that are in accordance with industry standards. We are dedicated to the integrity of our business practices and are proud to say that we are a TCIA Accredited company.

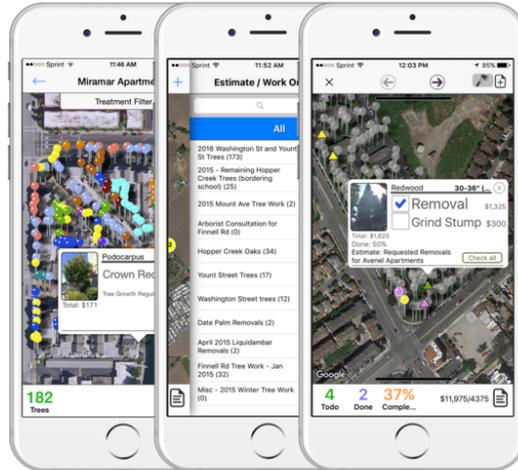
## OUR STORY

Back in 2002 when the yellow pages was actually a thing, late founder Jeremy Tibbets wanted to have his company seen before any other. Hence, "A+" was born. Thirteen years later, A Plus has evolved into a cutting-edge, professional tree care destination. Instead of A+ putting us first in the books, A Plus now signifies our level of commitment to perfection, excellence and awesomeness.

A Plus is built on one vision: "To inspire Urban Forest Management throughout the industry and America's urban communities by leveraging technology to improve tree care and maximize urban recycling." This is the mantra that fuels our connection to our environment and clients unlike any other. From the initial point of contact, to our crews in the field, to the ridiculously forward-thinking solutions we provide, it will be obvious to you that you are more than a tree owner...you own an Urban Forest!

Evident in our comprehensive in-house training programs to our client events and relationships, A Plus is dedicated to safety and its people. We thrive on pushing the limits in our industry to inspire a higher standard of tree care using innovative technology while keeping close attention to our client's needs.

In 2011, we created and developed our own tree inventory and management program called ArborPlus in which every employee is required and trained to use. It is a cloud-based, mobile platform that inventories, builds estimates and multiple years plans, tracks job production in the field, clocks crew hours, and provides a birds-eye overview to the financial health of our company. (Learn more at [www.arborplus.com](http://www.arborplus.com)). Example screen shots below:



**Figure 1 - Mobile Views of ArborPlus**

In addition to the key personnel noted on page 5, Nicholas Nociforo is our Urban Forest Manager who will be overseeing this project from a management standpoint. Nicholas is an ISA Certified Arborist and TRAQ certified and also holds his QAL. He comes with a wealth of knowledge in this industry and shows great passion.

On page 6, jobs similar in scope to the City of Benicia are noted that we have completed and continue to hold the contract to. Those include City of San Jose, City of Brentwood and Town of Yountville. We will designate a crew to this project out of Vallejo, we will have Nicholas our Urban Forest Manager as the main project manager and certified arborist, Rob Powell another one of our certified arborist and our Field Operations Manager, our dream team of a crew, with a crew lead at all times on the job site and 4 other crew members including climbers, senior climbers and groundsmen. This individuals are highly skilled and educated within the tree industry and are held to high standards by A Plus Tree, Inc. These workers will be available as a 24 hours a day response team for any emergency services required by the City of Benicia and respond within 6 hours of the requested services.

## ENVIRONMENTAL STEWARDSHIP

It is part of A Plus Tree’s mission to use sustainable business practices and to leverage technology to maximize recycling. We recognize the huge amount of waste that pruning and removals can generate and have developed new departments within our company to re-use the waste efficiently and effectively.

### afterPLUS: Giving a 2nd life to urban trees

For every usable piece of wood that we remove from the Urban Forest, we transport it back to our Mare Island Lumber Factory to be milled and re-lived as purchasable furniture and boards. The site is a 25,000 sq. ft. warehouse complete with a built-in kiln and a full-



time wood artisan. We also believe that the story of the wood is as important and the product itself. Thanks to ArborPlus, our tree-management app, we know where the wood came from, why it was removed and whom it belonged to.

#### Mulching Program

We offer every one of our clients the opportunity to recycle the wood ship waste we generate on-site. We don't just leave a pile of mulch and expect the client to spread it, we use our tow-behind mulch blower and re-install the wood chips right back on site. We also offer the additional service of re-grinding and coloring the mulch with our unique on-site horizontal grinder and coloring system.

#### Environmentally Friendly Fleet

Every single company car used by our sales team and upper management is a hybrid Prius. Our entire fleet is environmentally friendly where all of our trucks and equipment are 2016 and Tier 4 emission standard rated.

#### Fully Paperless

Our entire system from office, to sales, to crew is entirely paperless. With every employee outfitted with an iPhone or iPad and trained in our program ArborPlus, we are able to achieve a fully digital systematic process without printing a single map or work order. In our office, documents are scanned and stored digitally.



**ORGANIZATIONAL QUALIFICATIONS**

**KEY PERSONNEL**

Cyrus DeVere, **CEO**

- Doctorate, Business Administration, Walden University
- M.S, Business Administration and Management, University of San Diego

Steve Land, **VP of Operations**

Lance Anderson, **Director of Operations**

Paul Tibbets, **Director Special Projects** –

- ISA Certified Arborist
- ISA Municipal Specialist

Michael Hawkins, **Director of HR**

Kristine Davis, **Director of Finance**

Jamie Roberts, **(Scheduling & Dispatch)**

Sarah Hon Gaskin, **Director of Marketing**

- ISA Certified Arborist
- B.S. Environmental Science, UC Berkeley
- CA Urban Forests Council Board Member

Chad Brey, **Director of Safety & Training**

- ISA Certified Arborist
- ISA Certified Tree Worker
- Certified Tree Risk Assessor
- North-American Climbing Champ

Rob Powell, **Field Ops Manager**

- ISA Certified Arborist
- ISA Certified Tree Worker
- EHAP Certified

Chris Mazzer, **Field Ops Manager**

- ISA Certified Arborist
- ISA Certified Tree Worker
- Certified Tree Safety Professional

Peter Green, **Field Ops Manager**

- ISA Master Certified Arborist
- Certified Tree Worker
- Cert. Utility Arborist
- Qualified Tree Risk Assessor (TRAQ)
- Qualified Applicators License (QAL)

Nicholas Nociforo, **Urban Forest Manager**

- ISA Certified Arborist
- Project Manager for City of Benicia

**Total Company Certifications:**

Certified Arborist	19
Certified Tree Worker	10
Certified Utility Arborist	2
Municipal Specialist	1
Certified Tree Risk Assessor	3
Qualified Applicators License	2
Certified Training and Safety Professional (CTSP)	4
Electrical Hazard Awareness Program (EHAP)	3
North-American Climbing Champion	1
Arborists in Training (Becoming Arborists this year)	12



### QUALIFICATIONS (continued)

We currently manage over 900 commercial properties annually, with a combined total of over 185,000 trees (not including Government Agency contracts) that we have both inventoried and placed on 3-5 year management plans, complete with approximate budgets. To A Plus Tree, “manage” means that we effectively treat each client’s property as a mini urban forest, providing a greater view of their trees than strictly hazard pruning and building clearance. We like to educate our clients and provide a partnership rather than just be another vendor who can provide the lowest bid. Instead, we are advocates for one of their most valuable property assets.

Our ability to successfully and efficiently manage such large populations of trees is made possible by a program we developed called ArborPlus. It is a cloud-based program with both a mobile and web app.

#### *Current and Past Government Agency Contracts*

Town of Yountville - GIS, Pruning, Removal and Annual Management Plan; 2012 - Current

City of Vallejo - Tree Pruning and Maintenance Plan; 2008 - Current

City of Alameda - GIS Inventory, Tree Trimming and Removal Service; 2008-2012

City of San Jose - Special Districts: Tree Management and Maintenance Services – 2014-Current

City of Brentwood - Tree Trimming and Removal Services; 2019 - Current



## SCOPE OF WORK

Nicholas Nociforo will be our main project manager for the City of Benicia. Nicholas will work closely with our Field Ops Manager, Robert Powell who will help manage this project closely from an operational standpoint. The main crew leader, Patrick Salas will assess the site daily with the crew, including Climber(s) and Groundsperson(s), and complete a site-specific job site safety analysis. Hazard mitigations will be put in place before commencement of work. Emergency response plan will be noted on the JSA and reported to the point of contact at the City of Benicia accordingly. Work outside of emergency work will be completed Monday through Friday, 7:00am to 8:00pm.

Jobs requiring traffic control will be coordinated accordingly by A Plus Tree, Inc. and the Director of Parks and Community Services at the City of Benicia or the designee. Trees removals will be dismantled by either manual felling or by aerial lift truck and cut down with stumps left to 4' above grade. The material will be processed with a Vermeer CTX100 mini skid steer if needed and either a BC1500 chipper, BC1800 chipper, or AX19 whole tree chipper, depending on job needs. Chipped material debris will be hauled off site and disposed of with 30 Yd Freightliner M2 at the provided location at the City Cemetary located at 100 Riverhill Drive; any disposal of palm fronds and palm tree debris will be hauled offsite to be disposed of – receipts will be provided as evidence from the disposal facility being utilized. All equipment to be implemented is 2016 or newer and meets the Tier 4 Final standard for emissions. Adequate spill containment will be on site at all times should a hydraulic leak occur.

Trees will be field marked according to inventory provided in PDF from our ArborPlus app. Upon arrival, crews will have a safety meeting and review job plan for the day before any cutting or removals happen. Safety protection worn will consist of head, eye and ear protection, hi-vis vests, and appropriate footwear. Fall arrest harnesses will be worn in lift trucks.

Trees will be pruned by use of the following techniques

- By use of chainsaws, hand saws, pole pruners, and power pole saws dependent on situation
- Use of climbing or aerial lift to access trees if not accessible by the ground
- Trees will be pruned by ISA and ANSI A300 Standards
- Trees will not be reduced more than 25% and for oaks, no more than 10%
- Any young tree will be exempted from pruning if the pruning will cause damage to health

Trees will be removed by use of the below techniques:

- Manual felling
- By use of aerial lift device (bucket truck)
- By use of ropes and rigging equipment if felling and aerial lift are not applicable

Trees will be installed using following techniques:

- Hole dug to accommodate size of root ball



- Use of stakes to support the tree using rubber ties
- Tree well around base to allow for adequate watering
- Trees will be watered with 5 gallons of water at times planting
- Any trees with metal, rubber, or other materials impeding on growth will be removed

Material will be handled by use of below equipment:

- Vermeer CTX100
- Freightliner M2 Log Loader

Material will be processed and hauled off site by use of below equipment:

- Vermeer AX19 Whole Tree Chipper
- Freightliner M2 30 YD Chip truck
- Altec LR70 Bucket truck

All tree work conducted by A Plus Tree, Inc. will be recorded in ArborPlus which allows A Plus Tree to allow automatic uploads in the City of Benicia's Tree Inventory Database. These two applications can be synced which provides real time data as jobs are completed.

#### PROPOSED PROJECT SCHEDULE

As soon as this contract is awarded, A Plus Tree, Inc. will begin work accordingly. Work will be completed in a timely manner and held to the City of Benicia's quality standards. Work outside of emergency work will be completed Monday through Friday, 7:00am to 8:00pm to be in compliance with the City's noise ordinance standards.

**Appendix D  
Bid Schedule**

Unit prices should include materials, supervision, labor, and equipment needed for the satisfactory completion of each project.

**Tree and Stump Removal**

Diameter at Breast Height (DBH)	Cost per Tree	Cost per Stump Removal
Up to 8" DBH	\$ 95.00	\$ 80.00
8"-16" DBH	\$ 200.00	\$ 150.00
16"-24" DBH	\$ 375.00	\$ 200.00
24"-36" DBH	\$ 650.00	\$ 300.00
Over 36" DBH	\$ 1000.00	\$ 400.00

**Tree Pruning**

Diameter at Breast Height (DBH)	Cost per Tree
Up to 8" DBH	\$ 43.00
8"-16" DBH	\$ 85.00
16"-24" DBH	\$ 215.00
24"-36" DBH	\$ 285.00
Over 36" DBH	\$ 395.00

**Tree Planting**

Size	Cost per Tree	Root Barrier (minimum 18" deep)
5 Gallon Trees	\$ 100.00	\$ 100.00
15 Gallon Trees	\$ 275.00	\$ 200.00
24" Box Trees	\$ 550.00	\$ 300.00
36" Box Trees	\$ 1700.00	\$ 400.00
Over 36" DBH	\$ 2500.00	\$ 500.00

**Emergency Call Outs**

In addition to the charges listed above, state the additional flat fee or charge, if any, for an emergency service response within two (2) hours	\$ 200 per man per hour
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## REFERENCES

- 1) Town of Yountville  
6550 Yount Street  
Contact: Larry Handcock | lhandcock@yville.com

Length of Contract: 2012-Current

Services:

Pruning

Removal

Tree Installation

Plant Health Care (PHC)

Annual Maintenance Plan and Budget

Consulting Arborist

Tree Inventory and Management

- 2) City of San Jose - Special Districts  
200 E. Santa Clara Street  
Contact: Jean Micah, Special Districts Arborist Technician | 408-202-5415

Length of Contract: 2014-Current

Services:

Pruning

Removal

Tree Installation

- 3) City of Brentwood  
150 City Park Way  
Contact: Aaron Wanden, Parks Maintenance Manager | awanden@brentwoodca.gov

Length of Contract: 2019-Current

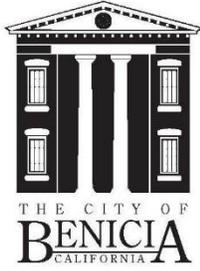
Services:

Pruning

Removal

Tree Installation

Plant Health Care (PHC)



**AGENDA ITEM  
CITY COUNCIL MEETING DATE – OCTOBER 1, 2019  
BUSINESS ITEMS**

**TO** : City Manager

**FROM** : Fire Chief

**SUBJECT** : **ACCEPTANCE OF “STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE” (SAFER) GRANT**

**EXECUTIVE SUMMARY:**

The Fire Department is requesting approval to accept a Staffing for Adequate Fire and Emergency Response (SAFER) Grant. The grant would partially fund three limited-term firefighter positions. The addition of three grant-funded firefighter positions would support the Fire Department’s goal of providing excellent emergency response service in an effort to ensure the safety of our community.

**RECOMMENDATION:**

Adopt a resolution (Attachment 1), accepting the Staffing for Adequate Fire and Emergency Response (SAFER) Grant, authorize the hiring of three additional firefighters for a limited term of three years, and authorize the temporary promotion of three Fire Lieutenant positions for a limited term of three years.

**BUDGET INFORMATION:**

The grant offers partial funding for three limited-term firefighter positions with the total amount awarded over a three-year period of \$784,192.80. The City’s funding match over this three-year period is approximately \$520,000. These funds cover total employee costs, including salary and benefits of three full-time firefighters over the three-year period. The match structure follows (grant/City): 75%/25%; 75%/25%; and 35%/65%. The three-year grant period begins when a firefighter starts work, which would likely be in March 2020, and funding would span four fiscal years. In addition to the City match, the proposed staffing model would require three temporary appointments to the position of Fire Lieutenant. A summary of total funding needed follows, with details provided in Attachment 2:

<b>Fiscal Year</b>	<b>City Match to Grant</b>	<b>Limited Term Lieutenant</b>	<b>Total City Cost</b>
FY 19-20	\$ 34,970.76	\$ 10,541.75	\$ 45,512.51
FY 20-21	\$ 110,867.91	\$ 31,994.22	\$ 142,862.13
FY 21-22	\$ 176,761.30	\$ 32,363.18	\$ 209,124.48
FY 22-23	\$ 194,534.40	\$ 33,062.76	\$ 227,597.16
		<b>TOTAL</b>	<b>\$625,096.28</b>

If Council wishes to approve accepting the SAFER Grant, staff recommends allocating a portion of the General Fund's Unassigned Fund Balance to pay for the City's costs associated with accepting this grant. Because these positions and assignments are temporary in nature, use of one-time funds is an appropriate source to cover the total costs. Currently, there is an unobligated balance of approximately \$4.6 million.

**BACKGROUND:**

The Staffing for Adequate Fire and Emergency Response (SAFER) Grant was created to provide funding directly to fire departments to assist in increasing the number of firefighters to help communities meet industry minimum standards and attain staffing to provide adequate protection from fire and related hazards. The Benicia Fire Department was successful in being awarded a SAFER Grant with the purpose of staffing a truck company on a full-time basis. Acceptance of the SAFER Grant by the City of Benicia would allow for one additional firefighter to be on-duty per day. The three firefighters equate to one per day, as they work three shifts to provide 24/7 City coverage.

All three firefighters are to be recruited as temporary positions. With Council's approval, the Fire Department will have 180 days from the award date to fill the three firefighter positions. During the three-year performance period, the Fire Department must maintain firefighter staffing levels. Once the period of performance ends, the Fire Department is under no obligation to retain the positions. The grant requirements are outlined in the Award Letter (Attachment 3).

**Staffing Model**

Since 1983, the City of Benicia has provided 8 professional firefighters on-duty per day, who operate out of two fire stations. This current staffing model provides 3 firefighters on Engine-11, 3 firefighters on Engine-12, and 2 firefighters on Rescue-11. Rescue-11 is not considered a fire suppression apparatus as it does not have a pump, water, hose, or ladders. Fire suppression apparatus require a minimum of three personnel to operate. Currently, in order to operate our truck company, the three personnel on Engine-11 must place their engine out of service and move over to Truck-11. Having a full-time truck company in the City will serve our community in a multitude of capacities.

There are times when fire engines are away from the fire station and have to respond to incidents from the scene of other emergency incidents, training, public education events, fire inspections, etc. These fire engines can get on-scene and realize there is a critical need for a Ladder Truck. In these situations, a special request must be made to the City of Vallejo for their truck company if they are available, creating a delayed response. The acceptance of the SAFER Grant would ensure that our Truck is staffed full-time and able to respond to many of the buildings in our City that have roof lines or windows beyond the reach of our fire engines, or to incidents that require an elevated water stream. In addition, to safely operate a suppression apparatus, such as an engine or truck, the vehicle must be staffed with at least one Captain or Lieutenant. We intend to utilize a Lieutenant to meet this staffing requirement, making temporary appointments during the period of performance. These temporary assignments provide an avenue for fire personnel to gain supervisory experience prior to promoting to the rank of Captain, which supports the City's goal of career development and succession planning.

### **Call Volume**

Since 1980, both population and calls for service to the Fire Department have almost doubled. To illustrate this point, in 1983 our Fire Department ran 1,297 calls. In 2018, the department ran 2,501 calls, which represents a 93% increase. Over this same time period, fire staffing has remained at the same level, with no increase in firefighters. The SAFER Grant supports an additional three firefighters for a three-year period.

### **Overlapping Calls**

In each of the last five years, we have experienced an average of 33.2% overlapping incidents, leaving us with a two-person rescue crew that has no fire suppression capabilities or no coverage in the City, as it requires three personnel to staff a suppression unit. The Rescue Company can be staffed with two EMT-Firefighters with no Advanced Life Support (ALS) capabilities. Deploying a full-time truck company would increase the availability of ALS care to patients and ensure the only remaining apparatus in our City can provide fire suppression, if needed.

### **NFPA Compliance**

The National Fire Protection Association (NFPA) has standards to improve the safety and protection of firefighters and the communities they serve. The addition of three firefighters will increase Benicia's compliance with NFPA standards.

### **Insurance Services Office (ISO)**

The Insurance Services Office (ISO) provides a Public Protection Classification (PPC) to provide important information about municipal fire protection services to insurance companies. ISO's staff analyzes relevant data in more than 47,500 fire protection agencies nationwide and assigns a PPC Classification, ranging from 1 to 10. Class 1 generally represents superior property fire protection, and Class 10 indicates that the area's fire suppression program does not meet ISO's minimum criteria.

In 2016, Benicia received a PPC Classification of 3. This classification is based on points assigned to specific areas evaluated. One of those areas is Benicia's apparatus and reliance on outside agencies for NFPA compliance in response to fires. Additional staff would increase the points assigned during our next ISO evaluation, and would be an opportunity to improve the City's ISO rating. An agency's ISO Rating can directly affect property insurance rates.

### **Training**

The Benicia Fire Department trains the hardest for the scenarios that we see the least. These situations are the highest risk to our firefighters and citizens. It is imperative that we not only strenuously train for these situations, but also possess the staffing necessary to engage in these operations in the safest manner. It is our goal to continually ensure that staffing levels meet the industry standard to keep our firefighters and citizens safe, irrespective of the number of incidents.

In addition to operational efficiencies, the proposed staffing increase will provide an otherwise unmet opportunity for more effective training. The majority of training must be conducted on-duty to keep added overtime expenses at an acceptable level. Deploying a third suppression

apparatus will create an opportunity to complete essential fire ground training with functional multi-company drills and still keep a 3-person engine company staffed and ready to respond. Enhanced training will reduce risk of injury and will support maximized resource utilization for the sake of our community's and firefighters' safety.

### **Vegetation Fires**

The City's northern border is surrounded by a wildland/urban interface. After 5 years of intense drought in California, the dry conditions have put a strain on local and state resources. Recent years have shown a significant increase in the department's wildland fire call volume. Fire season in California has changed significantly over the last several years, with there no longer being a traditional fire season. We have also seen an increased demand for out of county strike teams. A third pumping apparatus responding to a vegetation fire could make the difference between a rapid containment and an extended firefight, with structures being threatened as the fire progresses through our interface areas.

### **Freeway Incidents**

Beyond fireground operations, the acceptance of the SAFER Grant would give the Fire Department the ability to send a truck company to freeway incidents instead of a rescue company. One goal when responding to any accident on the freeway is to provide the maximum amount of protection at the scene before engaging in any rescue efforts. A three-person truck, with a heavier weight and longer length than the Rescue, would significantly increase protection to both victims and firefighters during traffic collisions. It would also increase the number of personnel available at freeway accidents that often turn out to have multiple patients and require additional staffing for extrication and disentanglement.

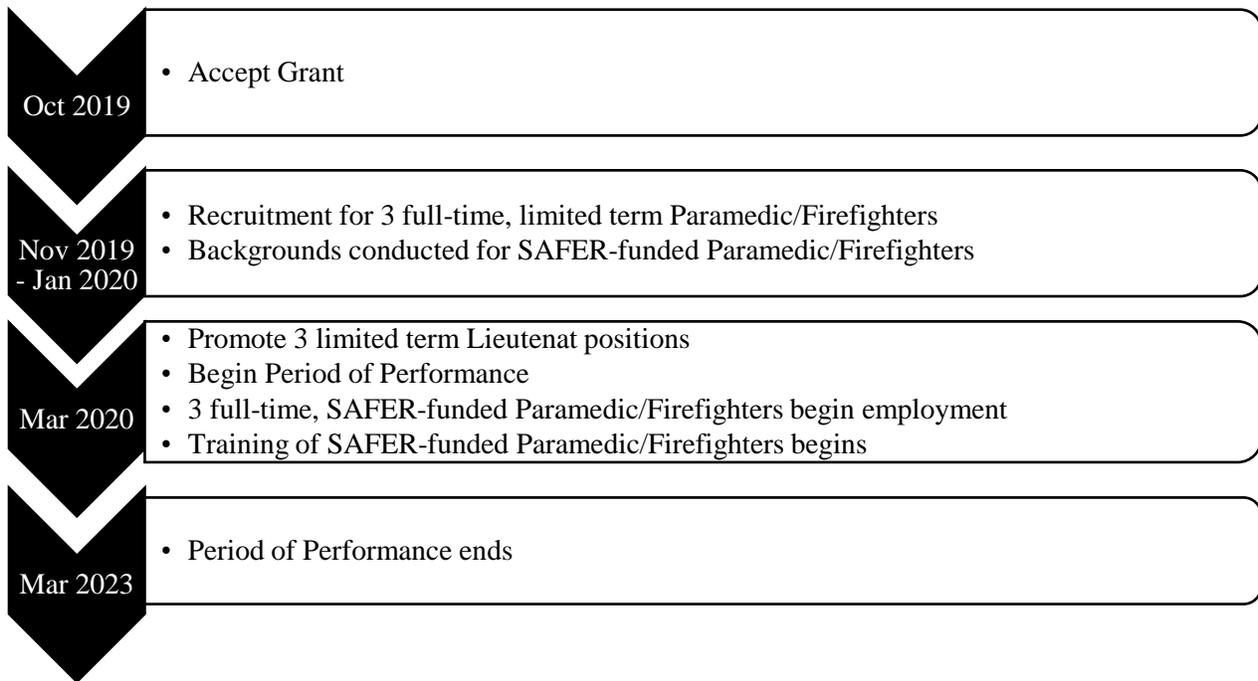
### **Infrastructure**

Within our jurisdiction, we provide response coverage to significant critical infrastructure, including the Valero Benicia Refinery, Amports, the Benicia Water Treatment Plant, the Benicia Wastewater Treatment Plant, Lake Herman Dam, and much more. Additional diverse critical infrastructure includes the I-680 and I-780 Interstate highways, the Benicia/Martinez Bridge, petroleum/jet fuel pipelines, a deep water port, major railways, and a large-scale industrial park.

In addition, the National Geological Services contend that earthquake probability within our County is 746% above the US average. In 2014, our region was declared a federal disaster area following the 6.1-magnitude earthquake epicenter in neighboring Napa, causing damage to parts of our City as well. Furthermore, the San Andreas Fault that extends through nearby San Francisco poses a considerable risk and has the potential to impact Benicia if it produces a quake at the magnitude anticipated by geologists.

### **NEXT STEPS:**

If accepted by City Council, the department would formally notify FEMA of award acceptance and would begin the process of recruiting and hiring three limited-term firefighters. A timeline of the grant Period of Performance (POP) is included below.



**ALTERNATIVE ACTIONS:**

The Council could choose to not allow the Fire Department to accept the SAFER Grant.

<b>General Plan</b>	Goal 2.28: Improve and maintain public facilities and services.
	Goal 4.1: Make community health and safety a high priority for Benicia.
	Goal 4.7: Ensure that existing and future neighborhoods are safe from risks to public health that could result from exposure to hazardous materials.
	Goal 4.15: Reduce fire hazards

<b>Strategic Plan</b>	Strategic Issue 1: Protecting Community Health and Safety
	Strategy 2: Maintain adequate staffing for public safety and a strong EMS program
	Strategy 3: Provide a high state of preparedness for disasters/emergencies
	Strategy 4: Promote community preservation and prevent nuisances through increased code enforcement, environmental strategies and community education.

<b>CEQA Analysis</b>	The proposed action is not a Project per Section 15378 of the California Environmental Quality Act (CEQA), because it does not result in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.
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**ATTACHMENTS:**

1. Resolution – SAFER Grant
2. SAFER Matching Funds Detail
3. SAFER Grant Award Letter

*For more information contact: Josh Chadwick, Fire Chief*

*Phone: 707.746.4275*

*E-mail: [jchadwick@ci.benicia.ca.us](mailto:jchadwick@ci.benicia.ca.us)*

**RESOLUTION NO. 19-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA  
AUTHORIZING ACCEPTANCE OF A \$784,192.80 STAFFING FOR ADEQUATE FIRE  
AND EMERGENCY RESPONSE (SAFER) GRANT FOR THE HIRING OF THREE  
ADDITIONAL FIREFIGHTERS FOR A LIMITED TERM OF THREE YEARS**

**WHEREAS**, the SAFER Grant, administered by the Federal Emergency Management Agency (FEMA), was created to provide funding directly to fire departments, to assist in increasing the number of firefighters to help communities meet industry minimum standards and to provide adequate protection from fire and related hazards; and

**WHEREAS**, the goal of SAFER is to enhance the local fire departments' abilities to comply with staffing, response and operations standards established by the National Fire Protection Association (NFPA) and the Occupational Safety and Health Administration (OSHA); and

**WHEREAS**, in March 2019, the Benicia Fire Department applied for a SAFER Grant to fund three firefighter positions with the purpose of staffing a truck company on a full-time basis; and

**WHEREAS**, a SAFER Grant was awarded to the Benicia Fire Department on September 13, 2019; and;

**WHEREAS**, through the SAFER Grant, the federal government provides 75% of the funding for the positions for the first two years and 35% of the funding for the third year; and

**WHEREAS**, the City of Benicia will be responsible for 25% of the funding for the positions for the first two years, and 65% of the funding for the third year; and

**WHEREAS**, this grant would allow for the hiring of three additional firefighters for a limited term of three years and would require the temporary promotion of three Fire Lieutenant positions for a limited term of three years; and

**WHEREAS**, the City's matching funds and costs associated with temporary promotions will be allocated from the General Fund unassigned fund balance in an amount not to exceed \$625,000 over four fiscal years; and

**WHEREAS**, the Benicia Fire Department will be required to maintain the staffing levels during the three year period of performance of the grant; and

**WHEREAS**, the City has 180 days from the date of the grant award to complete the recruitment/hiring process; and

**WHEREAS**, the period of performance for the grant is three years, beginning on March 8, 2020 and ending on March 7, 2023.

**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council of the City of Benicia hereby authorizes the City of Benicia to accept a \$784,192.80 grant, EMW-2018-FH-00392, from FEMA through the SAFER Grant Program.

**BE IT FURTHER RESOLVED** that the City Council authorizes the City Manager, or designee, to execute any grant documentation, and authorizes the City to establish a SAFER Grant fund for the purpose of receiving and depositing grant funds.

\*\*\*\*\*

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 1<sup>st</sup> day of October, 2019 by the following vote:

Ayes:

Noes:

Absent:

\_\_\_\_\_  
Elizabeth Patterson, Mayor

Attest:

\_\_\_\_\_  
Lisa Wolfe, City Clerk

\_\_\_\_\_  
Date

## 2018 SAFER Funding

	ACTUAL TOTAL COST 3 Firefighter / Paramedics	TOTAL COST (at time of appl)*	SAFER SHARE *	CITY MATCH	FY 19-20	FY 20-21	FY 21-22	FY 22-23
<b>YEAR 1</b> (March 2020-2021) (75% SAFER; 25% City)	\$423,888	\$423,888	\$317,916.00	\$105,972.00	\$34,970.76	\$71,001.24	-	-
<b>YEAR 2</b> (March 2021-2022) (75% SAFER; 25% City)	\$438,724	\$423,888	\$317,916.00	\$120,808.08	-	\$39,866.67	\$80,941.41	-
<b>YEAR 3</b> (March 2022-2023) 35% SAFER; 65% City)	\$438,724	\$423,888	\$148,360.80	\$290,363.28	-	-	\$95,819.88	\$194,543.40
				<b>TOTAL CITY MATCH (per FY)</b>	<b>\$34,970.76</b>	<b>\$110,867.91</b>	<b>\$176,761.30</b>	<b>\$194,543.40</b>

\*SAFER Funding is based on salary/benefits at the time of application (March 2019)

## Cost associated with 3 Lieutenant positions

Top step FF/Medic	plus 10% Lieutenant	Difference	Difference x 3	12 months
\$ 8,873.53	\$ 9,760.88	\$ 887.35	\$ 2,662.06	\$ 31,944.71
\$ 9,184.10	\$ 10,102.51	\$ 918.41	\$ 2,755.23	\$ 33,062.76

## Current Budget Cycle

Fiscal Year	City Match	Limited Term Lt.	Total City Cost
FY 19-20	\$ 34,970.76	\$ 10,541.75	\$ 45,512.51
FY 20-21	\$ 110,867.91	\$ 31,994.22	\$ 142,862.13

## Next Budget Cycle

Fiscal Year	City Match	Limited Term Lt.	Total City Cost
FY 21-22	\$ 176,761.30	\$ 32,363.18	\$ 209,124.48
FY 22-23	\$ 194,534.40	\$ 33,062.76	\$ 227,597.16

## Award Letter

U.S. Department of Homeland Security  
Washington, D.C. 20472

Gina Eleccion  
BENICIA, CITY OF  
150 Military W  
Benicia, CA 94510



EMW-2018-FH-00392

Dear Gina Eleccion,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2018 Staffing for Adequate Fire and Emergency Response (SAFER) Grant funding opportunity has been approved in the amount of \$784,192.80 in Federal funding.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2018 SAFER Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bridget Bean", is written over a light blue horizontal line.

Bridget Bean  
Acting Assistant Administrator  
Grant Programs Directorate

## Summary Award Memo

**Program:** Fiscal Year 2018 Staffing for Adequate Fire and Emergency Response

**Recipient:** BENICIA, CITY OF

**DUNS number:** 079742529

**Award number:** EMW-2018-FH-00392

### Summary description of award

The purpose of the SAFER Grant Program is to provide funding directly to fire departments and volunteer firefighter interest organizations to assist in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application — including budget information — was consistent with the SAFER Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for FY2018 Staffing for Adequate Fire and Emergency Response (SAFER) funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

### Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award.

The following is the approved budget for this award (including Federal share plus your cost share, if applicable) and summarizes the financial aspects of the grant:

Object Class	First Year	Second Year	Third Year	Total
Personnel	\$253,908.00	\$253,908.00	\$253,908.00	\$761,724.00
Fringe benefits	\$169,980.00	\$169,980.00	\$169,980.00	\$509,940.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
Indirect charges	\$0.00	\$0.00	\$0.00	\$0.00
Federal	\$317,916.00	\$317,916.00	\$148,360.80	\$784,192.80
Non-federal	\$105,972.00	\$105,972.00	\$275,527.20	\$487,471.20
Total	\$423,888.00	\$423,888.00	\$423,888.00	\$1,271,664.00

2 C.F.R. § 200.308 identifies the limits to the changes that can be made and when prior approval is required from FEMA, but this provision does not apply to the breakdown by year. If you have questions about which changes require FEMA's prior approval, please contact your Grants Management Specialist.

## Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2018 SAFER NOFO.

### Approved request details:

## Hiring of Firefighters

## Firefighter Position

### BENEFITS FUNDED

Standard benefits for employees who are members of our Benicia Firefighter Association (BFA), which is anyone below Battalion Chief rank are as follows: - Employer paid portion of California PERS pension plan - Workers Comp - Compensated Absences - Employer contribution to PARS/Medicare - Employer offered medical/dental/life insurance plans - Uniform Allowance - Educational/degree incentive We worked directly with the City's Payroll Manager and Human Resources Manager to identify the anticipated costs associated salary and benefits for the next two fiscal years based on the existing MOU that is valid through June 30th, 2019 and the anticipated impact on salary/benefits during the next negotiation period. They were able to use their existing payroll model and apply inflation along with conservative insurance/pension increases for the City to establish baselines for new firefighters hired at the end of 2019 or early 2020. The figures for salary and benefits came directly from the City of Benicia Finance Department. Salary and benefits are based on Step 1 Firefighter in year 1 and Step 2 Firefighter in year 2-the salary and benefits assume that the new hires are licensed paramedics, which has been a requirement of the department since the early 2000s in order to maintain heightened service levels. The City pays a flat amount based on family size. The maximum is the family level and monthly contributions for insurance benefits at the family level are as follows: medical 2,030, dental 172.15, vision 22.17, life 4.35, EAP 2.75. Monthly PERS Pension approx. 1,048.

NUMBER OF FIREFIGHTERS	ANNUAL SALARY PRICE	ANNUAL BENEFITS	TOTAL PER FIREFIGHTER
3	\$84,636.00	\$56,660.00	\$141,296.00
3 YEAR TOTAL			
	\$1,271,664.00		

## **Agreement Articles**

**Program:** Fiscal Year 2018 Staffing for Adequate Fire and Emergency Response

**Recipient:** BENICIA, CITY OF

**DUNS number:** 079742529

**Award number:** EMW-2018-FH-00392

## **Table of contents**

<b>Article 1</b>	<b>Assurances, Administrative Requirements, Cost Principles, Representations and Certifications</b>
<b>Article 2</b>	<b>DHS Specific Acknowledgements and Assurances</b>
<b>Article 3</b>	<b>Acknowledgement of Federal Funding from DHS</b>
<b>Article 4</b>	<b>Activities Conducted Abroad</b>
<b>Article 5</b>	<b>Age Discrimination Act of 1975</b>
<b>Article 6</b>	<b>Americans with Disabilities Act of 1990</b>
<b>Article 7</b>	<b>Best Practices for Collection and Use of Personally Identifiable Information (PII)</b>
<b>Article 8</b>	<b>Civil Rights Act of 1964 – Title VI</b>
<b>Article 9</b>	<b>Civil Rights Act of 1968</b>
<b>Article 10</b>	<b>Copyright</b>
<b>Article 11</b>	<b>Debarment and Suspension</b>
<b>Article 12</b>	<b>Drug-Free Workplace Regulations</b>
<b>Article 13</b>	<b>Duplication of Benefits</b>
<b>Article 14</b>	<b>Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX</b>
<b>Article 15</b>	<b>Energy Policy and Conservation Act</b>
<b>Article 16</b>	<b>False Claims Act and Program Fraud Civil Remedies</b>
<b>Article 17</b>	<b>Federal Debt Status</b>
<b>Article 18</b>	<b>Federal Leadership on Reducing Text Messaging while Driving</b>
<b>Article 19</b>	<b>Fly America Act of 1974</b>
<b>Article 20</b>	<b>Hotel and Motel Fire Safety Act of 1990</b>
<b>Article 21</b>	<b>Limited English Proficiency (Civil Rights Act of 1964, Title VI)</b>
<b>Article 22</b>	<b>Lobbying Prohibitions</b>
<b>Article 23</b>	<b>National Environmental Policy Act</b>
<b>Article 24</b>	<b>Nondiscrimination in Matters Pertaining to Faith-Based Organizations</b>

<b>Article</b>	<b>Non-supplanting Requirement</b>
<b>25</b>	
<b>Article</b>	<b>Notice of Funding Opportunity Requirements</b>
<b>26</b>	
<b>Article</b>	<b>Patents and Intellectual Property Rights</b>
<b>27</b>	
<b>Article</b>	<b>Procurement of Recovered Materials</b>
<b>28</b>	
<b>Article</b>	<b>Rehabilitation Act of 1973</b>
<b>29</b>	
<b>Article</b>	<b>Reporting of Matters Related to Recipient Integrity and Performance</b>
<b>30</b>	
<b>Article</b>	<b>Reporting Subawards and Executive Compensation</b>
<b>31</b>	
<b>Article</b>	<b>SAFECOM</b>
<b>32</b>	
<b>Article</b>	<b>Terrorist Financing</b>
<b>33</b>	
<b>Article</b>	<b>Trafficking Victims Protection Act of 2000</b>
<b>34</b>	
<b>Article</b>	<b>Universal Identifier and System of Award Management (SAM)</b>
<b>35</b>	
<b>Article</b>	<b>USA Patriot Act of 2001</b>
<b>36</b>	
<b>Article</b>	<b>Use of DHS Seal, Logo and Flags</b>
<b>37</b>	
<b>Article</b>	<b>Whistleblower Protection Act</b>
<b>38</b>	
<b>Article</b>	<b>Acceptance of Post Award Changes</b>
<b>39</b>	
<b>Article</b>	<b>Prior Approval for Modification of Approved Budget</b>
<b>40</b>	
<b>Article</b>	<b>Disposition of Equipment Acquired Under the Federal Award</b>
<b>41</b>	
<b>Article</b>	<b>Environmental Planning and Historic Preservation</b>
<b>42</b>	

**Article 1 Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

DHS financial assistance recipients must complete either the Office of Management and Budget(OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances -Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations(C.F.R) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

**Article 2 DHS Specific Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS. 2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. Recipients should submit the completed tool, including supporting materials to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

**Article 3 Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

<b>Article 4</b>	<b>Activities Conducted Abroad</b> Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
<b>Article 5</b>	<b>Age Discrimination Act of 1975</b> Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
<b>Article 6</b>	<b>Americans with Disabilities Act of 1990</b> Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
<b>Article 7</b>	<b>Best Practices for Collection and Use of Personally Identifiable Information (PII)</b> Recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.
<b>Article 8</b>	<b>Civil Rights Act of 1964 – Title VI</b> Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

<b>Article 9</b>	<p><b>Civil Rights Act of 1968</b></p> <p>Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (See 42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D)</p>
<b>Article 10</b>	<p><b>Copyright</b></p> <p>Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.</p>
<b>Article 11</b>	<p><b>Debarment and Suspension</b></p> <p>Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.</p>
<b>Article 12</b>	<p><b>Drug-Free Workplace Regulations</b></p> <p>Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. 8101).</p>
<b>Article 13</b>	<p><b>Duplication of Benefits</b></p> <p>Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.</p>

<b>Article 14</b>	<p><b>Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX</b></p> <p>Recipients must comply with the requirements of Title IX of the Education Amendments of 1972 Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.</p>
<b>Article 15</b>	<p><b>Energy Policy and Conservation Act</b></p> <p>Recipients must comply with the requirements of The Energy Policy and Conservation Act Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.</p>
<b>Article 16</b>	<p><b>False Claims Act and Program Fraud Civil Remedies</b></p> <p>Recipients must comply with the requirements of The False Claims Act, 31 U.S.C. § 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.</p>
<b>Article 17</b>	<p><b>Federal Debt Status</b></p> <p>All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)</p>
<b>Article 18</b>	<p><b>Federal Leadership on Reducing Text Messaging while Driving</b></p> <p>Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.</p>
<b>Article 19</b>	<p><b>Fly America Act of 1974</b></p> <p>Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.</p>
<b>Article 20</b>	<p><b>Hotel and Motel Fire Safety Act of 1990</b></p> <p>In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, codified as amended at 15 U.S.C. § 2225.</p>

<b>Article 21</b>	<p><b>Limited English Proficiency (Civil Rights Act of 1964, Title VI)</b>  Recipients must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <a href="https://www.dhs.gov/guidancepublished-help-department-supported-organizations-provide-meaningfulaccess-people-limited">https://www.dhs.gov/guidancepublished-help-department-supported-organizations-provide-meaningfulaccess-people-limited</a> and additional resources on <a href="http://www.lep.gov">http://www.lep.gov</a>.</p>
<b>Article 22</b>	<p><b>Lobbying Prohibitions</b>  Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.</p>
<b>Article 23</b>	<p><b>National Environmental Policy Act</b>  Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.</p>
<b>Article 24</b>	<p><b>Nondiscrimination in Matters Pertaining to Faith-Based Organizations</b>  It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.</p>
<b>Article 25</b>	<p><b>Non-supplanting Requirement</b>  Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.</p>
<b>Article 26</b>	<p><b>Notice of Funding Opportunity Requirements</b>  All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated hereby reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.</p>

<b>Article 27</b>	<p><b>Patents and Intellectual Property Rights</b></p> <p>Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.</p>
<b>Article 28</b>	<p><b>Procurement of Recovered Materials</b></p> <p>States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.</p>
<b>Article 29</b>	<p><b>Rehabilitation Act of 1973</b></p> <p>Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.</p>
<b>Article 30</b>	<p><b>Reporting of Matters Related to Recipient Integrity and Performance</b></p> <p>If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.</p>
<b>Article 31</b>	<p><b>Reporting Subawards and Executive Compensation</b></p> <p>Recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.</p>
<b>Article 32</b>	<p><b>SAFECOM</b></p> <p>Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.</p>

<b>Article 33</b>	<b>Terrorist Financing</b>	Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
<b>Article 34</b>	<b>Trafficking Victims Protection Act of 2000</b>	Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) codified as amended by 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.
<b>Article 35</b>	<b>Universal Identifier and System of Award Management (SAM)</b>	Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.
<b>Article 36</b>	<b>USA Patriot Act of 2001</b>	Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.
<b>Article 37</b>	<b>Use of DHS Seal, Logo and Flags</b>	Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
<b>Article 38</b>	<b>Whistleblower Protection Act</b>	Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.
<b>Article 39</b>	<b>Acceptance of Post Award Changes</b>	In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

**Article 40 Prior Approval for Modification of Approved Budget**

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. § 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

**Article 41 Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

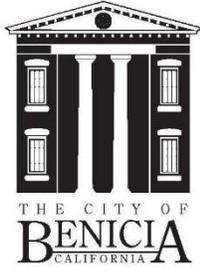
**Article 42 Environmental Planning and Historic Preservation**

DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all Federal, state, and local requirements. Acceptance of Federal funding requires recipient to comply with all Federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize Federal funding. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA's Environmental and Historic Preservation (EHP) screening form and instructions go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

## Obligating document

<b>1. Agreement No.</b> EMW-2018-FH-00392	<b>2. Amendment No.</b> N/A	<b>3. Recipient No.</b> 94-6000298	<b>4. Type of Action</b> AWARD	<b>5. Control No.</b> WX02684N2019T		
<b>6. Recipient Name and Address</b> BENICIA, CITY OF 150 Military W Benicia, CA 94510		<b>7. Issuing FEMA Office and Address</b> Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		<b>8. Payment Office and Address</b> FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
<b>9. Name of Recipient Project Officer</b> Josh Chadwick		<b>9a. Phone No.</b> 707-746-4273	<b>10. Name of FEMA Project Coordinator</b> Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program		<b>10a. Phone No.</b> 1-866-274-0960	
<b>11. Effective Date of This Action</b> 09/10/2019	<b>12. Method of Payment</b> OTHER - FEMA GO	<b>13. Assistance Arrangement</b> COST SHARING		<b>14. Performance Period</b> 03/08/2020 to 03/07/2023 <b>Budget Period</b> 03/08/2020 to 03/07/2023		
<b>15. Description of Action a. (Indicate funding data for awards or financial changes)</b>						
<b>Program Name Abbreviation</b>	<b>Assistance Listings No.</b>	<b>Accounting Data(ACCS Code)</b>	<b>Prior Total Award</b>	<b>Amount Awarded This Action + or (-)</b>	<b>Current Total Award</b>	<b>Cumulative Non-Federal Commitment</b>
SAFER	97.083	2019-F8-GF01 - P431-xxxx-4101-D	\$0.00	\$784,192.80	\$784,192.80	\$487,471.20
Totals			\$0.00	\$784,192.80	\$784,192.80	\$487,471.20
<b>b. To describe changes other than funding data or financial changes, attach schedule and check here:</b> N/A						
<b><del>16.FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)</del></b> This field is not applicable for digitally signed grant agreements						

<b>17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)</b>	<b>DATE</b>
<b>18. FEMA SIGNATORY OFFICIAL (Name and Title)</b>	<b>DATE</b>
<b>Bridget Bean, Acting Assistant Administrator Grant Programs Directorate</b>	<b>09/10/2019</b>



**AGENDA ITEM**  
**CITY COUNCIL MEETING DATE – OCTOBER 1, 2019**  
**BUSINESS ITEMS**

**TO** : City Council

**FROM** : City Manager

**SUBJECT** : **CITY ACTION ON LEAGUE OF CALIFORNIA CITIES’ ANNUAL CONFERENCE RESOLUTIONS**

**EXECUTIVE SUMMARY:**

The City of Benicia is a member of the League of California Cities (the “League”). The League will hold its Annual Conference on October 16-18, 2019, in Long Beach, California. Each year, resolutions that focus on municipal issues of statewide importance are considered. This year there are two resolutions being considered by the League as part of the conference.

**RECOMMENDATION:**

Instruct the voting delegate, Mayor Elizabeth Patterson, and the alternate, Assistant City Manager Alan Shear, to express support on the attached resolutions (Attachment 1) at the League’s 2019 Annual Conference.

**BUDGET INFORMATION:**

The recommended action has no direct budget impact.

**BACKGROUND:**

At each Annual Conference, the League considers resolutions introduced by elected or appointed city officials, and City, Divisions, Departments or Policy committees or the Board of Directors. The League’s Annual Conference Resolutions process is one way that city officials can directly participate in the development of League policy.

The resolution packets were mailed to mayors, city managers and city clerks. Each city council was asked to designate a voting delegate and an alternate to represent their city at the Annual Business Meeting. The City of Benicia’s City Council approved, by motion, on July 16, 2019, Mayor Elizabeth Patterson to be the City of Benicia’s voting delegate at the General Assembly, and Assistant City Manager Alan Shear be the alternate.

This year, the League of California Cities is considering two resolutions (see Attachment 1). Each city council is encouraged to consider the resolutions and determine a city position for their voting delegates so they can represent their city’s position on the resolutions. The attached resolution packet contains information related to the resolution process and background information on the two resolutions that will be discussed by the General Assembly at the Annual

Conference. In addition, the packet sets forth the League Board's adopted guidelines for use by delegates when considering how to vote on a resolution. A summary is provided below.

## **LEAGUE GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS**

1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.
2. The issue is not of a purely local or regional concern.
3. The recommended policy should not simply restate existing League policy.
4. The resolution should be directed at achieving one of the following objectives:
  - a. Focus public or media attention on an issue of major importance to cities.
  - b. Establish a new direction for League policy by establishing general principals around which more detailed policies may be developed by policy committees and the Board of Directors.
  - c. Consider important issues not adequately addressed by the policy committees and Board of Directors.
  - d. Amend the League bylaws (requires 2/3 vote at General Assembly).

Below are the titles of (attached) League resolutions contained in this year's Annual Conference Resolution Packet. Staff has reviewed the resolutions and evaluated consistency with City Council adopted policies such as those contained within the City's General Plan and the City Council's Strategic Plan. Staff is recommending support of both.

### **Resolution #1: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES CALLING ON THE CALIFORNIA PUBLIC UTILITIES COMMISSION TO AMEND RULE 20A TO ADD PROJECTS IN VERY HIGH FIRE HAZARD SEVERITY ZONES TO THE LIST OF ELIGIBILITY CRITERIA AND TO INCREASE FUNDING ALLOCATIONS FOR RULE 20A PROJECTS**

**Staff Recommendation:** Support. City staff support the proposed resolution, which proposes that the League of California Cities (League) call upon the California Public Utilities Commission (CPUC) to amend the Rule 20A program by expanding the criteria for undergrounding overhead utilities to include projects in Very High Fire Hazard Severity Zones (VHFHSZ). This Resolution also proposes that the League call upon the CPUC to increase utilities' funding allocations for Rule 20A projects. This resolution is in response to intensifying fire seasons and hazards associated with exposed energized utility lines.

The CPUC's Rule 20A program was created to provide a consistent and structured means of undergrounding utility lines throughout the state with costs covered broadly by utility ratepayers. Conversion projects deemed to have a public benefit are eligible to be funded by ratepayers under Rule 20A.

The criteria under Rule 20A largely restricts eligible projects to those along streets with high volumes of public traffic. Brush fires are not restricted to starting near streets with high volumes of public traffic, however. Expanding Rule 20A criteria to include Very High Fire Hazard Severity Zones and increasing funding allocations for Rule 20A projects would facilitate undergrounding projects that would help to prevent fires.

**Resolution #2: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES CALLING UPON THE FEDERAL AND STATE GOVERNMENTS TO ADDRESS THE DEVASTATING IMPACTS OF INTERNATIONAL TRANSBOUNDARY POLLUTION FLOWS INTO THE SOUTHERNMOST REGIONS OF CALIFORNIA AND THE PACIFIC OCEAN**

**Staff Recommendation: Support.** City Staff support the proposed resolution, which proposes that the League of California Cities should call upon the State and Federal governments to restore and ensure proper funding for the U.S. – Mexico Border Water Infrastructure Program (BWIP) and work bi-nationally to address water quality issues resulting from transboundary flows from Mexico’s Tijuana River into the United States, containing untreated sewage, polluted sediment, and trash.

Transboundary flows threaten the health of residents in the United States and Mexico, harm important estuarine land and water of international significance, force closure of beaches, damage farmland, adversely impact the South San Diego County and Imperial County economy; compromise border security, and directly affect U.S. military readiness. For these reasons, it is important that the League calls upon the Federal and State governments to restore and ensure proper funding to the U.S- Mexico Border Water Infrastructure Program (BWIP) and recommit to working binationally to develop and implement long-term solutions to address serious water quality and contamination issues, such as discharges of untreated sewage and polluted sediment and trashladen transboundary flows originating from Mexico, that result in significant health, environmental, and safety concerns in communities along California’s southern border impacting the state.

**NEXT STEPS:**

N/A

**ALTERNATIVE ACTIONS:**

1. Provide alternative direction to the voting delegate, Mayor Elizabeth Patterson, and the alternate, Assistant City Manager Alan Shear.
2. Take no action on the resolutions.

<b>General Plan</b>	Goal 2.28: Improve and maintain public facilities and services.
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<b>Strategic Plan</b>	Strategic Issue 1: Protecting Community Health and Safety
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<b>CEQA Analysis</b>	Assigning Voting Delegates to the League of California Cities Conference is not subject to the California Environmental Quality Act under Guidelines Section 15378 (b) (5) because organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment do not constitute a project.
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**ATTACHMENT:**

1. League of California Cities Resolutions Packet 2019

*For more information contact: Alan Shear, Assistant City Manager*

*Phone: 707.746.4200*

*E-mail: [ashear@ci.benicia.ca.us](mailto:ashear@ci.benicia.ca.us)*



***Annual Conference  
Resolutions Packet***

***2019 Annual Conference Resolutions***



***Long Beach, California***

***October 16 – 18, 2019***

## INFORMATION AND PROCEDURES

**RESOLUTIONS CONTAINED IN THIS PACKET:** The League bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, two resolutions have been introduced for consideration at the Annual Conference and referred to League policy committees.

**POLICY COMMITTEES:** Two policy committees will meet at the Annual Conference to consider and take action on the resolutions referred to them. The committees are: Environmental Quality and Transportation, Communication & Public Works. The committees will meet from 9:00 – 11:00 a.m. on Wednesday, October 16, at the Hyatt Regency Long Beach. The sponsors of the resolutions have been notified of the time and location of the meeting.

**GENERAL RESOLUTIONS COMMITTEE:** This committee will meet at 1:00 p.m. on Thursday, October 17, at the Hyatt Regency Long Beach, to consider the reports of the policy committees regarding the resolutions. This committee includes one representative from each of the League's regional divisions, functional departments and standing policy committees, as well as other individuals appointed by the League president. Please check in at the registration desk for room location.

**ANNUAL LUNCHEON/BUSINESS MEETING/GENERAL ASSEMBLY:** This meeting will be held at 12:30 p.m. on Friday, October 18, at the Long Beach Convention Center.

**PETITIONED RESOLUTIONS:** For those issues that develop after the normal 60-day deadline, a resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (48 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Annual Business Meeting of the General Assembly. This year, that deadline is 12:30 p.m., Thursday, October 17. Resolutions can be viewed on the League's Web site: [www.cacities.org/resolutions](http://www.cacities.org/resolutions).

Any questions concerning the resolutions procedures may be directed to Carly Shelby [cselby@cacities.org](mailto:cselby@cacities.org) 916-658-8279 or Nick Romo [nromo@cacities.org](mailto:nromo@cacities.org) 916-658-8232 at the League office.

## **GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS**

Policy development is a vital and ongoing process within the League. The principal means for deciding policy on the important issues facing cities is through the League's seven standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

Annual conference resolutions constitute an additional way to develop League policy. Resolutions should adhere to the following criteria.

### **Guidelines for Annual Conference Resolutions**

1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.
2. The issue is not of a purely local or regional concern.
3. The recommended policy should not simply restate existing League policy.
4. The resolution should be directed at achieving one of the following objectives:
  - (a) Focus public or media attention on an issue of major importance to cities.
  - (b) Establish a new direction for League policy by establishing general principles around which more detailed policies may be developed by policy committees and the board of directors.
  - (c) Consider important issues not adequately addressed by the policy committees and board of directors.
  - (d) Amend the League bylaws (requires 2/3 vote at General Assembly).

## LOCATION OF MEETINGS

### **Policy Committee Meetings**

Wednesday, October 16, 9:00 – 11:00 a.m.

Hyatt Regency Long Beach

200 South Pine Avenue, Long Beach

### **The following committees will be meeting:**

1. Environmental Quality 10:00 - 11:00 a.m.
2. Transportation, Communication & Public Works 9:00 - 10:00 a.m.

### **General Resolutions Committee**

Thursday, October 17, 1:00 p.m.

Hyatt Regency Long Beach

200 South Pine Avenue, Long Beach

### **Annual Business Meeting and General Assembly Luncheon**

Friday, October 18, 12:30 p.m.

Long Beach Convention Center

300 East Ocean Boulevard, Long Beach

**KEY TO ACTIONS TAKEN ON RESOLUTIONS**

Resolutions have been grouped by policy committees to which they have been assigned.

Number	Key Word Index	Reviewing Body Action		
		1	2	3

1 - Policy Committee Recommendation to General Resolutions Committee  
 2 - General Resolutions Committee  
 3 - General Assembly

**ENVIRONMENTAL QUALITY POLICY COMMITTEE**

		1	2	3
1	Amendment to Rule 20A			
2	International Transboundary Pollution Flows			

**TRANSPORTATION, COMMUNICATION & PUBLIC WORKS POLICY COMMITTEE**

		1	2	3
1	Amendment to Rule 20A			

Information pertaining to the Annual Conference Resolutions will also be posted on each committee’s page on the League website: [www.cacities.org](http://www.cacities.org). The entire Resolutions Packet is posted at: [www.cacities.org/resolutions](http://www.cacities.org/resolutions).

**KEY TO ACTIONS TAKEN ON RESOLUTIONS (Continued)**

Resolutions have been grouped by policy committees to which they have been assigned.

**KEY TO REVIEWING BODIES**

1. Policy Committee
2. General Resolutions Committee
3. General Assembly

**KEY TO ACTIONS TAKEN**

- |     |   |
|-----|---|
| A   | Approve   |
| D   | Disapprove  |
| N   | No Action   |
| R   | Refer to appropriate policy committee for study             |
| a   | Amend+  |
| Aa  | Approve as amended+   |
| Aaa | Approve with additional amendment(s)+                       |
| Ra  | Refer as amended to appropriate policy committee for study+ |
| Raa | Additional amendments and refer+                            |
| Da  | Amend (for clarity or brevity) and Disapprove+              |
| Na  | Amend (for clarity or brevity) and take No Action+          |
| W   | Withdrawn by Sponsor  |

**ACTION FOOTNOTES**

- \* Subject matter covered in another resolution
- \*\* Existing League policy
- \*\*\* Local authority presently exists

**Procedural Note:**

The League of California Cities resolution process at the Annual Conference is guided by League Bylaws. A helpful explanation of this process can be found on the League’s website by clicking on this link: [Guidelines for the Annual Conference Resolutions Process.](#)

## League of California Cities Resolution Process

### REGULAR RESOLUTIONS

Policy Committee Action	General Resolutions Committee Action	Calendar
Approve	Approve	Consent Calendar <sup>1</sup>
Approve	Disapprove or Refer	Regular Calendar <sup>2</sup>
Disapprove or Refer	Approve	Regular Calendar
Disapprove or Refer	Disapprove or Refer	Does not proceed to General Assembly

### PETITION RESOLUTIONS

Policy Committee Action	General Resolutions Committee Action	Calendar
Not Heard in Policy Committee	Approve	Consent Calendar
Not Heard in Policy Committee	Disapprove or Refer	Regular Calendar
Not Heard in Policy Committee	Disqualified per Bylaws Art. VI	Does not proceed to General Assembly

### Resolutions

- Submitted 60 days prior to conference *Bylaws Article VI, Sec. 4(a)*
- Signatures of at least 5 supporting cities or city officials submitted with the proposed resolution *Bylaws Article VI, Sec. 2*
- Assigned to policy committee(s) by League president *Bylaws Article VI, Sec. 4(b)(i)*
- Heard in policy committee(s) and report recommendation, if any, to GRC *Bylaws Article VI, Sec. 4(b)(ii)*
- Heard in GRC
  - Approved by policy committee(s) and GRC, goes on to General Assembly on consent calendar *2006 General Assembly Resolution Sec. 2(C)*
  - If amended/approved by all policy committee(s) to which it has been referred and disapproved by GRC, then goes on to General Assembly on the regular calendar. If not all policy committees to which it has been referred recommend amendment or approval, and the GRC disapproves or refers the resolution, the resolution does not move to the General Assembly *2006 General Assembly Resolution Sec. 2(A),(C); 1998 General Assembly Resolution, 1<sup>st</sup> Resolved Clause*
  - If disapproved by all policy committees to which it has been referred and disapproved by the GRC, resolution does not move to the General Assembly *2006 General Assembly Resolution Sec. 2(C)*
- Heard in General Assembly

<sup>1</sup> The consent calendar should only be used for resolutions where there is unanimity between the policy committees and the GRC that a resolution should be approved by the General Assembly, and therefore, it can be concluded that there will be less desire to debate the resolution on the floor.

<sup>2</sup> The regular calendar is for resolutions for which there is a difference in recommendations between the policy committees and the GRC.

### **Petitioned Resolutions**

- Submitted by voting delegate *Bylaws Article VI, Sec. 5 (a)*
- Must be signed by voting delegates representing 10% of the member cities *Bylaws Article VI, Sec. 5 (c)*
- Signatures confirmed by League staff
- Submitted to the League president for confirmation 24 hours before the beginning of the General Assembly. *Bylaws Article VI, Sec. 5 (d)*
- Petition to be reviewed by Parliamentarian for required signatures of voting delegates and for form and substance *Bylaws Article VI, Sec. 5(e)*
- Parliamentarian's report is presented to chair of GRC
- Will be heard at GRC for action (GRC cannot amend but may recommend by a majority vote to the GA technical or clarifying amendments) *2006 General Assembly Resolution sec. 6(A), (B)*
- GRC may disqualify if:
  - Non-germane to city issues
  - Identical or substantially similar in substance to a resolution already under consideration *Bylaws Article VI, Sec. 5(e), (f)*
- Heard in General Assembly
  - General Assembly will consider the resolution following the other resolutions<sup>3</sup> *Bylaws Article VI, Sec. 5(g)*
  - Substantive amendments that change the intent of the petitioned resolution may only be adopted by the GA *2006 General Assembly Resolution sec. 6(C)*

### **Voting Procedure in the General Assembly**

**Consent Calendar:** Resolution approved by Policy Committee(s) and GRC. Petitioned resolution approved by GRC)

- GRC Chair will be asked to give the report from the GRC and will ask for adoption of the GRC's recommendations
- Ask delegates if there is a desire to call out a resolution for discussion
- A voting delegate may make a motion to remove a resolution from the consent calendar for discussion
- If a motion is made to pull a resolution, the General Assembly votes on whether to pull the resolution from the consent calendar.
- If a majority of the General Assembly votes to pull the resolution, set "called out" reso(s) aside. If the motion fails, the resolution remains on the consent calendar.
- If reso(s) not called out, or after 'called out' reso is set aside, then ask for vote on remaining resos left on consent
- Move on to debate on reso(s) called out
- After debate, a vote is taken
- Voting delegates vote on resolutions by raising their voting cards.<sup>4</sup>

<sup>3</sup> Petitioned Resolutions on the Consent Calendar will be placed after all General Resolutions on the Consent Calendar. Petitioned Resolutions on the Regular Calendar will be placed after all General Resolutions on the Regular Calendar.

<sup>4</sup> Amendments to League bylaws require 2/3 vote

**Regular Calendar:** Regular resolutions approved by Policy Committee(s)<sup>5</sup>, and GRC recommends disapproval or referral; Regular resolutions disapproved or referred by Policy Committee(s)<sup>6</sup> and GRC approves; Petitioned resolutions disapproved or referred by the GRC.

- Open the floor to determine if a voting delegate wishes to debate a resolution on the regular calendar.
- If no voting delegate requests a debate on the resolution, a vote to ratify the recommendation of the GRC on the resolution is taken.
- Upon a motion by a voting delegate to debate a resolution, a debate shall be held if approved by a majority vote of the General Assembly. If a majority of the General Assembly to debate the resolution is not achieved, then a vote shall be taken on whether to ratify the GRC's recommendation. If a majority of the General Assembly approves of the motion to debate the resolution, debate will occur. After debate on the resolution, a vote is taken based upon the substitute motion that was made, if any, or on the question of ratifying the GRC's recommendation.
- Voting delegates vote by raising their voting cards.

<sup>5</sup> Applies in the instance where the GRC recommendation of disapproval or refer is counter to the recommendations of the policy committees.

<sup>6</sup> Applies in the instance where the GRC recommendation to approve is counter to the recommendations of the policy committees.

**1. RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES CALLING ON THE CALIFORNIA PUBLIC UTILITIES COMMISSION TO AMEND RULE 20A TO ADD PROJECTS IN VERY HIGH FIRE HAZARD SEVERITY ZONES TO THE LIST OF ELIGIBILITY CRITERIA AND TO INCREASE FUNDING ALLOCATIONS FOR RULE 20A PROJECTS**

Source: City of Rancho Palos Verdes

Concurrence of five or more cities/city officials

Cities: City of Hidden Hills, City of La Cañada Flintridge, City of Laguna Beach, City of Lakeport, City of Malibu, City of Moorpark, City of Nevada City, City of Palos Verdes Estates, City of Rolling Hills Estates, City of Rolling Hills, City of Ventura

Referred to: Environmental Quality Policy Committee; Transportation, Communications, and Public Works Policy Committee

**WHEREAS**, the California Public Utilities Commission regulates the undergrounding conversion of overhead utilities under Electric Tariff Rule 20 and;

**WHEREAS**, conversion projects deemed to have a public benefit are eligible to be funded by ratepayers under Rule 20A; and

**WHEREAS**, the criteria under Rule 20A largely restricts eligible projects to those along streets with high volumes of public traffic; and

**WHEREAS**, the cost of undergrounding projects that do not meet Rule 20A criteria is left mostly or entirely to property owners under other parts of Rule 20; and

**WHEREAS**, California is experiencing fire seasons of worsening severity; and

**WHEREAS**, undergrounding overhead utilities that can spark brush fires is an important tool in preventing them and offers a public benefit; and

**WHEREAS**, brush fires are not restricted to starting near streets with high volumes of public traffic; and

**WHEREAS**, expanding Rule 20A criteria to include Very High Fire Hazard Severity Zones would facilitate undergrounding projects that would help prevent fires; and

**WHEREAS**, expanding Rule 20A criteria as described above and increasing funding allocations for Rule 20A projects would lead to more undergrounding in Very High Fire Hazard Severity Zones; and now therefore let it be,

**RESOLVED** that the League of California Cities calls on the California Public Utilities Commission to amend Rule 20A to include projects in Very High Fire Hazard Severity Zones to the list of criteria for eligibility and to increase funding allocations for Rule 20A projects.

### **Background Information on Resolution No. 1**

**Source:** City of Rancho Palos Verdes

**Background:**

Rancho Palos Verdes is the most populated California city to have 90 percent or more of residents living in a Cal Fire-designated Very High Fire Hazard Severity Zone. Over the years, the Palos Verdes Peninsula has seen numerous brush fires that were determined to be caused by electrical utility equipment.

Across the state, some of the most destructive and deadly wildfires were sparked by power equipment. But when it comes to undergrounding overhead utilities, fire safety is not taken into account when considering using ratepayer funds to pay for these projects under California's Electric Tariff Rule 20 program. The program was largely intended to address visual blight when it was implemented in 1967. Under Rule 20A, utilities must allocate ratepayer funds to undergrounding conversion projects chosen by local governments that have a public benefit and meet one or more of the following criteria:

- Eliminate an unusually heavy concentration of overhead lines;
- Involve a street or road with a high volume of public traffic;
- Benefit a civic or public recreation area or area of unusual scenic interest; and,
- Be listed as an arterial street or major collector as defined in the Governor's Office of Planning and Research (OPR) Guidelines.

As we know, brush fires are not restricted to erupting in these limited areas. California's fire season has worsened in severity in recent years, claiming dozens of lives and destroying tens of thousands of structures in 2018 alone.

Excluding fire safety from Rule 20A eligibility criteria puts the task of undergrounding power lines in Very High Fire Hazard Severity Zones squarely on property owners who are proactive, willing and able to foot the bill.

The proposed resolution calls on the California Public Utilities Commission to amend Rule 20A to include projects in Very High Fire Hazard Severity Zones to the list of criteria for eligibility. To facilitate more undergrounding projects in these high-risk zones, the proposed resolution also calls on the CPUC to increase funding allocations for Rule 20A projects.

If adopted, utilities will be incentivized to prioritize undergrounding projects that could potentially save millions of dollars and many lives.

## **League of California Cities Staff Analysis on Resolution No. 1**

Staff: Rony Berdugo, Legislative Representative, Derek Dolfie, Legislative Representative, Caroline Cirrincione, Legislative Policy Analyst  
Committees: Environmental Quality; Transportation, Communications, and Public Works

### **Summary:**

This Resolution, in response to intensifying fire seasons and hazards associated with exposed energized utility lines, proposes that the League of California Cities (League) call upon the California Public Utilities Commission (CPUC) to amend the Rule 20A program by expanding the criteria for undergrounding overhead utilities to include projects in Very High Fire Hazard Severity Zones (VHFHSZ). This Resolution also proposes that the League call upon the CPUC to increase utilities' funding allocations for Rule 20A projects.

### **Background**

#### **California Wildfires and Utilities**

Over the last several years, the increasing severity and frequency of California's wildfires have prompted state and local governments to seek urgent prevention and mitigation actions. Record breaking wildfires in Northern and Southern California in both 2017 and 2018 have caused destruction and loss of life. This severe fire trend has local officials seeking solutions to combat what is now a year-round fire season exacerbated by years of drought, intense weather patterns, untamed vegetation and global warming.

These conditions create a dangerous catalyst for wildfires caused by utilities as extreme wind and weather events make downed power lines more of a risk. In response to recent catastrophic wildfires, Governor Newsom established a Strike Force tasked with developing a "comprehensive roadmap" to address issues related to wildfires, climate change, and utilities. [The Strike Force report](#) acknowledges that measures to harden the electrical grid are critical to wildfire risk management. A key utility hardening strategy: undergrounding lines in extreme high-fire areas.

Governor Newsom's Wildfire Strike Force program report concludes, "It's not a question of "if" wildfire will strike, but "when."

#### **Very High Fire Hazard Severity Zones**

This Resolution seeks to expand the undergrounding of overhead utility lines in VHFHSZ. California [Government Code Section 51178](#) requires the Director of the California Department of Forestry and Fire Protection (CalFIRE) to identify areas in the state as VHFHSZ based on the potential fire hazard in those areas. VHFHSZ are determined based on fuel loading, slope, fire weather, and other relevant factors. These zones are in both local responsibility areas and state responsibility areas. Maps of the statewide and county by county VHFHSZ can be found [here](#).<sup>1</sup>

<sup>1</sup> <https://osfm.fire.ca.gov/divisions/wildfire-prevention-planning-engineering/wildland-hazards-building-codes/fire-hazard-severity-zones-maps/>

More than 25 million acres of California wildlands are classified under very high or extreme fire threat. Approximately 25 percent of the state's population, 11 million people, live in those high-risk areas. Additionally, over 350,000 Californians live in cities that are nearly encompassed within Cal Fire's maps of VHFHSZ. Similar to the proponents of this Resolution, City of Rancho Palos Verdes, over 75 communities have 90 percent or more of residents living in a VHFHSZ.

### **CPUC Rule 20 Program**

The CPUC's Rule 20 program lays out the guidelines and procedures for converting overhead electric and telecommunication facilities to underground electric facilities. Rule 20 funding and criteria is provided at four levels. Levels A, B, and C, reflect progressively diminishing ratepayer funding for undergrounding projects. Recently added Rule 20D is a relatively new program that is specific to San Diego Gas and Electric (SDG&E), which was created in response to the destructive 2007 wildfires. Each of these levels will be discussed below:

#### **Rule 20A**

The first California overhead conversion program, Rule 20A, was created in 1967 under then Governor Ronald Reagan. The program was created to provide a consistent and structured means of undergrounding utility lines throughout the state with costs covered broadly by utility ratepayers.

Each year, Investor Owned Utilities (IOUs) propose their Rule 20A allocation amounts to the CPUC during annual general rate case proceedings. In this process, IOUs propose revised utility customer rates based on expected service costs, new energy procurement and projects for the following year, including Rule 20 allocations. The CPUC then reviews, amends, and approves IOU rates. Currently, the cumulative budgeted amount for Rule 20A for Pacific Gas and Electric (PG&E), Southern California Edison (SCE), and San Diego Gas and Electric (SDG&E) totals around \$95.7 million.

The funding set aside by IOUs for Rule 20A is allocated to local governments through a credit system, with each credit holding a value to be used solely for the costs of an undergrounding project. The credit system was created so that local governments and IOUs can complete undergrounding projects without municipal financing. Through Rule 20A, municipalities that have developed and received city council approval for an undergrounding plan receive annual credits from the IOU in their service area. At the last count by the CPUC, over 500 local governments (cities and counties) participate in the credit system.

While these credits have no inherent monetary value, they can be traded in or banked for the conversion of overhead lines. Municipalities can choose to accumulate their credits until their credit balance is sufficient to cover these conversion projects, or choose to borrow future undergrounding allocations for a period of up to five years. Once the cumulative balance of credits is sufficient to cover the cost of a conversion project, the municipality and the utility can move forward with the undergrounding. All of the planning, design, and construction is performed by the participating utility. Upon the completion of an undergrounding project, the utility is compensated through the local government's Rule 20A credits.

At the outset of the program, the amount of allocated credits were determined by a formula which factored in the number of utility meters within a municipality in comparison to the utilities' service territory. However, in recent years the formula has changed. Credit allocations for IOUs, except for PG&E, are now determined based on the allocation a city or county received in 1990 and is then adjusted for the following factors:

- 50% of the *change from the 1990* total budgeted amount is allocated for the ratio of the number of overhead meters in any city or unincorporated area to the total system overhead meters; and
- 50% of the *change from the 1990* total budgeted amount is allocated for the ratio of the number of meters (which includes older homes that have overhead services, and newer homes with completely underground services) in any city or the unincorporated area to the total system meters.

As noted, PG&E has a different funding formula for their Rule 20A credit allocations as they are not tied to the 1990 base allocation. Prior to 2011, PG&E was allocating approximately five to six percent of its revenue to the Rule 20A program. The CPUC decided in 2011 that PG&E's Rule 20A allocations should be reduced by almost half in an effort to decrease the growing accumulation of credits amongst local governments. Since 2011, PG&E's annual allocations for Rule 20A have been around \$41.3 million annually, which is between two and three percent of their total revenue.

### **Criteria for Rule 20A Projects**

For an undergrounding project to qualify for the Rule 20A program, there are several criteria that need to be met. The project must have a public benefit and:

1. Eliminate an unusually heavy concentration of overhead lines
2. Involve a street or road with a high volume of public traffic
3. Benefit a civic or public recreation area or area of unusual scenic interest,
4. Be listed as an arterial street or major collector as defined in the Governor's Office of Planning and Research (OPR) Guidelines

Notably, fire safety is excluded from the list of criteria that favors aesthetic and other public safety projects.

### **Rule 20A Credit System Imbalance Threatens Program Effectiveness**

Allocations are made by utilities each year for Rule 20A credits. These current budget allocations total \$95.7 million a year. Currently, the cumulative balance of credits throughout the state totals over \$1 billion dollars. The Rule 20A cumulative balances aggregated by region can be found [here](#).<sup>2</sup>

<sup>2</sup> Program Review, California Overhead Conversion Program, Rule 20A for Years 2011-2015, "The Billion Dollar Risk," California Public Utilities Commission.  
[https://www.cpuc.ca.gov/uploadedFiles/CPUC\\_Public\\_Website/Content/About\\_Us/Organization/Divisions/Policy\\_and\\_Planning/PPD\\_Work\\_Products\\_\(2014\\_forward\)\(1\)/PPD\\_Rule\\_20-A.pdf](https://www.cpuc.ca.gov/uploadedFiles/CPUC_Public_Website/Content/About_Us/Organization/Divisions/Policy_and_Planning/PPD_Work_Products_(2014_forward)(1)/PPD_Rule_20-A.pdf)

Note: The existing credit allocation formulas do not consider a municipality's need or plans for overhead conversion projects, resulting in large credit balances in some jurisdictions.

Cities and counties are, however, able to trade or sell unallocated Rule 20A credits if they will not be used to fund local undergrounding projects. There have been several cases where one agency has sold their unused credits, often for less than the full dollar value of the credits themselves to another agency.

**Rule 20B**

Rule 20B projects are those that do not fit the Rule 20A criteria, but do, however, involve both sides of the street for at least 600 feet. These projects are typically done in conjunction with larger developments and are mostly paid for by the developer or applicant. Additionally, the applicant is responsible for the installation.

**Rule 20C**

Rule 20C projects are usually small projects that involve property owners. The majority of the cost is usually borne by the applicants. Rule 20C applies when the project does not qualify for either Rule 20A or Rule 20B.

**Rule 20D--Wildfire Mitigation Undergrounding Program**

Rule 20D was approved by the CPUC in January of 2014 and only applies to SDG&E. The Rule 20D program was established largely in response to the destructive wildfires that occurred in San Diego in 2007 as a wildfire mitigation undergrounding program. According to SDG&E, the objective of the Rule 20D undergrounding is exclusively for fire hardening as opposed to aesthetics. The program is limited in scope and is restricted to communities in SDG&E's Fire Threat Zone (now referred to as the [High Fire Threat District or HFTD](#)). As of this time, the program has yet to yield any projects and no projects are currently planned.

For an undergrounding project to qualify for the Rule 20D program, a minimum of three of the following criteria must be met. The project must be near, within, or impactful to:

- Critical electric infrastructure
- Remaining useful life of electric infrastructure
- Exposure to vegetation or tree contact
- Density and proximity of fuel
- Critical surrounding non-electric assets (including structures and sensitive environmental areas)
- Service to public agencies
- Accessibility for firefighters

Similar to Rule 20A, SDG&E must allocate funding each year through their general rate case proceedings to Rule 20D to be approved by the CPUC. This funding is separate from the allocations SDG&E makes for Rule 20A. However, the process of distributing this funding to localities is different. The amount of funding allocated to each city and county for Rule 20D is based on the ratio of the number of miles of overhead lines in SDG&E Fire Threat Zones in a city or county to the total miles of SDG&E overhead lines in the entire SDG&E fire zone. The

Rule 20D program is administered by the utility consistent with the existing reporting, engineering, accounting, and management practices for Rule 20A.

The Committee may want to consider whether Rule 20D should instead be expanded, adapted, or further utilized to support funding for overhead conversions within VHFHSZ throughout the state.

**Fiscal Impact:**

The costs to the State associated with this Resolution will be related to the staff and programmatic costs to the CPUC to take the necessary measures to consider and adopt changes to Rule 20A to include projects in VHFHSZ to the list of criteria for eligibility.

This Resolution calls for an unspecified increase in funding for Rule 20A projects, inferring that portions of increased funds will go towards newly eligible high fire hazard zones. While the Resolution does not request a specific amount be allocated, it can be assumed that these increased costs will be supported by utility ratepayers. According to the CPUC, the annual allocations towards Rule 20A are \$95.7 million.

The CPUC currently reports a cumulative credit surplus valued at roughly \$1 billion that in various regions, given the approval of expanded eligibility called for by this Resolution, could be used to supplement and reduce the level of new dollars needed to make a significant impact in VHFHSZ. The CPUC follows that overhead conversion projects range from \$93,000 per mile for rural construction to \$5 million per mile for urban construction.

The Resolution states that “California is experiencing fire seasons of worsening severity” which is supported by not only the tremendous loss of property and life from recent wildfires, but also in the rising costs associated with clean up, recovery, and other economic losses with high estimates in the hundreds of billions of dollars.

The Committee may wish to consider the costs associated with undergrounding utility lines in relation to the costs associated with past wildfires and wildfires to come.

**Comments:**

***CPUC Currently Exploring Revisions to Rule 20***

In May 2017, the CPUC issued an Order Instituting Rulemaking to Consider Revisions to Electric Rule 20 and Related Matters. The CPUC will primarily focus on revisions to Rule 20A but may make conforming changes to other parts of Rule 20. The League is a party in these proceedings will provide comments.

***Beyond Rule 20A: Additional Options for Funding Undergrounding Projects***

There are various ways in which cities can generate funding for undergrounding projects that fall outside of the scope of Rule 20A. At the local level, cities can choose to forgo the Rule 20A process and opt to use their own General Fund money for undergrounding. Other options are also discussed below:

***Rule 20D Expansion***

The City of Berkeley in a 2018 study titled [“Conceptual Study for Undergrounding Utility Wires in Berkeley.”](#) found that the city could possibly qualify for Rule 20D funding if they actively pursued this opportunity in partnership with PG&E and the CPUC.

One of the study’s recommendations is to advocate for release of 20D funds (now earmarked exclusively for SDG&E) to be used for more aggressive fire hardening techniques for above-ground utility poles and equipment, for undergrounding power lines, and for more aggressive utility pole and vegetation management practices in the Very High Hazard Fire Zone within Berkeley’s city limits.

As an alternative to changing the criteria for Rule 20A, the Committee may wish to consider whether there is the opportunity to advocate for the expansion of Rule 20D funding more broadly, expanding its reach to all IOU territories.

***Franchise Surcharge Fees***

Aside from Rule 20 allocations, cities can generate funding for undergrounding through franchise fee surcharges. For example, SDG&E currently operates under a 50-year City franchise that was granted in 1970. Under the franchises approved by the San Diego City Council in December 1970, SDG&E agreed to pay a franchise fee to the City equivalent to 3% of its gross receipts from the sales of both natural gas and electricity for 30 years.

These fees were renegotiated in 2000 and in 2001 an agreement was between the City of San Diego, SDG&E, and the CPUC to extend the existing franchise fee to include revenues collected from surcharges. SDG&E requested an increase of 3.88% to its existing electric franchise fee surcharge. The bulk, 3.53% of this increase is to be used for underground conversion of overhead electric wires.

Based on SDG&E's revenue projections, the increase would result in an additional surcharge revenue amount of approximately \$36.5 million per year. SDG&E estimates that this would create a monthly increase of approximately \$3.00 to a typical residential customer's electric bill. These surcharge revenues would pay for additional undergrounding projects including those that do not meet the Rule 20A criteria. The City of Santa Barbara has also adopted a similar franchise surcharge fee.

Having this funding source allows the City of San Diego to underground significantly more miles of above ground utility lines than other municipalities. However, the surcharge is currently being challenged in court, as it is argued that the City had SDG&E impose a tax without a ballot measure.

***Utility Bankruptcy and Undergrounding Funding***

In considering this Resolution, it is important to understand that Rule 20A allocations have been more substantial in the past. As mentioned earlier, prior to 2011, PG&E was allocating approximately 5% to 6% of its revenue to the Rule 20A program. Therefore, it is not unreasonable to encourage an increase in Rule 20A allocations as history shows that utilities had the capacity to do so in the past.

However, in a time where IOUs such as PG&E are facing bankruptcy as the result of utility caused wildfires, there is the possibility that expanding rule 20A funding will generate more costs for the ratepayers.

**Questions to Consider:**

- 1) Is Rule 20A or Rule 20D the more appropriate program to advocate for such an expansion?
- 2) Are there any wildfire risks outside of VHFHSZ that could be mitigated by undergrounding projects?

**Existing League Policy:**

***Public Safety:***

The League supports additional funding for local agencies to recoup the costs associated with fire safety in the community and timely mutual aid reimbursement for disaster response services in other jurisdictions. (pg. 43)

The League supports the fire service mission of saving lives and protecting property through fire prevention, disaster preparedness, hazardous-materials mitigation, specialized rescue, etc., as well as cities' authority and discretion to provide all emergency services to their communities. (pg. 43)

***Transportation, Communication, and Public Works:***

Existing telecommunications providers and new entrants shall adhere to local city policies on public utility undergrounding. (pg. 54)

The League supports protecting the additional funding for local transportation and other critical unmet infrastructure needs. (pg. 51)

The League supports innovative strategies including public private partnerships at the state and local levels to enhance public works funding. (pg. 52)

***Environmental Quality***

The League opposes any legislation that interferes with local utility rate setting authority and opposes any legislation that restricts the ability of a city to transfer revenue from a utility (or other enterprise activity) to the city's general fund. (pg. 9)

Cities should continue to have the authority to issue franchises and any program should be at least revenue neutral relative to revenue currently received from franchises. (pg. 9)

The League is concerned about the impacts of escalating energy prices on low income residents and small businesses. The League supports energy pricing structures and other mechanisms to soften the impacts on this segment of our community. (pg. 10)

***2019 Strategic Goals***

Improve Disaster Preparedness, Recovery and Climate Resiliency.

- Provide resources to cities and expand partnerships to better prepare for and recover from wildfires, seismic events, erosion, mudslides and other disasters.
- Improve community preparedness and resiliency to respond to climate-related, natural and man-made disasters.

**Support:**

The following letters of concurrence were received:

The City of Hidden Hills

The City of La Cañada Flintridge

The City of Laguna Beach

The City of Lakeport

The City of Malibu

The City of Moorpark

The City of Nevada City

The City of Palos Verdes Estates

The City of Rolling Hills Estates

The City of Rolling Hills

The City of Ventura

**LETTERS OF CONCURRENCE**

Resolution No. 1

Amendment to Rule 20A



## City of Hidden Hills

6165 Spring Valley Road \* Hidden Hills, California 91302  
(818) 888-9281 \* Fax (818) 719-0083

August 14, 2019

Jan Arbuckle, President  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, California 95814

Dear President Arbuckle:

The City of Hidden Hills supports the City of Rancho Palos Verdes' effort to bring a resolution for consideration by the General Assembly at the League's 2019 Annual Conference in Long Beach.

Undergrounding power lines is an important tool in preventing destructive wildfires that have devastated communities across our state. But California's Rule 20A program, which allows local governments to pay for these costly projects with ratepayer funds, does not factor in fire safety for eligibility. Unless projects meet the program's limited eligibility criteria, they are left to be funded by property owners who are proactive, willing and able to foot the bill. We believe Rule 20A offers an important opportunity for fire prevention and that the California Public Utilities Commission should expand this program so more communities can utilize it.

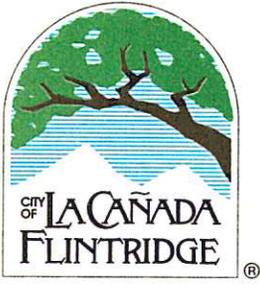
The resolution calls on the CPUC to amend Rule 20A to include projects in Very High Fire Hazard Severity Zones to the list of criteria for eligibility. To facilitate more undergrounding projects in these high-risk zones, the resolution also calls on the CPUC to increase funding allocations for Rule 20A projects.

The resolution is also in line with one of the League's 2019 Strategic Goals of improving disaster preparedness, recovery and climate resiliency.

For these reasons, we concur that the resolution should go before the General Assembly.

Sincerely,

Larry G. Weber  
Mayor



City Council  
Leonard Pieroni, Mayor  
Gregory C. Brown, Mayor Pro Tem  
Jonathan C. Curtis  
Michael T. Davitt  
Terry M. Walker

August 14, 2019

Jan Arbuckle, President  
League of California Cities  
1400 K St., Ste. 400  
Sacramento, CA 95814

Dear President Arbuckle:

The City of La Cañada Flintridge supports the City of Rancho Palos Verdes' effort to bring a resolution for consideration by the General Assembly at the League's 2019 Annual Conference in Long Beach.

Undergrounding power lines is an important tool in preventing destructive wildfires that have devastated communities across our state. But California's Rule 20A program, which allows local governments to pay for these costly projects with ratepayer funds, does not factor in fire safety for eligibility. Unless projects meet the program's limited eligibility criteria, they are left to be funded by property owners who are proactive, willing and able to foot the bill. We believe Rule 20A offers an important opportunity for fire prevention and that the California Public Utilities Commission should expand this program so more communities can utilize it.

The resolution calls on the CPUC to amend Rule 20A to include projects in Very High Fire Hazard Severity Zones to the list of criteria for eligibility. To facilitate more undergrounding projects in these high-risk zones, the resolution also calls on the CPUC to increase funding allocations for Rule 20A projects.

The City of La Cañada Flintridge is one of the few Southern California cities in which 100% of the community within a Very High Fire Hazard Severity Zone. The City, in 1987, committed 100% of its 20A allocation for forty-five years from this year for a major downtown undergrounding project. Therefore, the only way our City can directly benefit from this Resolution is if there is an additional annual increased allocation for this purpose. Due to the extreme threat the City experienced at the time of the Station Fire, the City is keenly aware of the damage a fire may potentially cause, whether from utility issues or from natural causes. The City strongly supports any effort, including this Resolution, to reduce fire danger for the City's residents.

The resolution is also in line with one of the League's 2019 Strategic Goals of improving disaster preparedness, recovery and climate resiliency.

For these reasons, we concur that the resolution should go before the General Assembly with the City of La Cañada Flintridge in support.

Sincerely,

A handwritten signature in black ink, appearing to read "Leonard Pieroni", is written over a horizontal line.

Leonard Pieroni  
Mayor



July 25, 2019

Jan Arbuckle, President  
League of California Cities  
1400 K St., Ste. 400  
Sacramento, CA 95814

Dear President Arbuckle:

The City of Laguna Beach supports the City of Rancho Palos Verdes' effort to bring a resolution for consideration by the General Assembly at the League's 2019 Annual Conference in Long Beach.

Undergrounding power lines is an important tool in preventing destructive wildfires that have devastated communities across our state. Ten to the Top 20 most destructive fires in California were caused by electrical sources. The California's Rule 20A program, which allows local governments to pay for undergrounding of utilities costly projects with ratepayer funds, does not factor in fire safety for eligibility. Unless projects meet the program's limited eligibility criteria, they are left to be funded by property owners who are proactive, willing and able to foot the bill. We believe Rule 20A offers an important opportunity for fire prevention and that the California Public Utilities Commission should expand this program so more communities can utilize it. We also believe that this program should redirect unused Rule 20A allocations from cities who have no undergrounding projects planned to the cities in Very High Fire Hazard Severity zones.

The resolution calls on the CPUC to amend Rule 20A to include projects in Very High Fire Hazard Severity Zones to the list of criteria for eligibility. To facilitate more undergrounding projects in these high-risk zones, the resolution also calls on the CPUC to increase funding allocations for Rule 20A projects. The City of Laguna Beach recommends that the resolution also be amended to call on the CPUC to redirect unused Rule 20A allocations from cities who have no undergrounding projects planned to the cities in Very High Fire Hazard Severity zones.

Nearly 90% of the City of Laguna Beach land area is designated under State Law and local ordinance as Very High Fire Hazard Severity Zone. While the City has used Rule 20A and 20B funding in the past to underground more than half of its overhead utilities, sufficient funding is not available to underground the remaining parts of the City.

The resolution is also in line with one of the League's 2019 Strategic Goals of improving disaster preparedness, recovery and climate resiliency.

July 25, 2019  
Page 2

For these reasons, we concur that the resolution should go before the General Assembly.

Sincerely,



Bob Whalen  
Mayor

**CITY OF LAKEPORT**

*Over 125 years of community  
pride, progress and service*



August 7, 2019

Jan Arbuckle, President  
League of California Cities  
1400 K St., Ste. 400  
Sacramento, CA 95814

Dear President Arbuckle:

The City of Lakeport supports the City of Rancho Palos Verdes' effort to bring a resolution for consideration by the General Assembly at the League's 2019 Annual Conference in Long Beach.

Undergrounding power lines is an important tool in preventing destructive wildfires that have devastated communities across our state. But California's Rule 20A program, which allows local governments to pay for these costly projects with ratepayer funds, does not factor in fire safety for eligibility. Unless projects meet the program's limited eligibility criteria, they are left to be funded by property owners who are proactive, willing and able to foot the bill. We believe Rule 20A offers an important opportunity for fire prevention and that the California Public Utilities Commission should expand this program so more communities can utilize it.

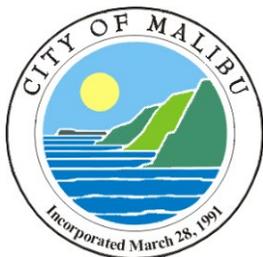
The resolution calls on the CPUC to amend Rule 20A to include projects in Very High Fire Hazard Severity Zones to the list of criteria for eligibility. To facilitate more undergrounding projects in these high-risk zones, the resolution also calls on the CPUC to increase funding allocations for Rule 20A projects.

The resolution is also in line with one of the League's 2019 Strategic Goals of improving disaster preparedness, recovery and climate resiliency.

For these reasons, we concur that the resolution should go before the General Assembly.

Sincerely,

Tim Barnes  
Mayor  
City of Lakeport



# City of Malibu

Jefferson Wagner, Mayor

23825 Stuart Ranch Road · Malibu, California · 90265-4861  
Phone (310) 456-2489 · Fax (310) 456-3356 · [www.malibucity.org](http://www.malibucity.org)

August 15, 2019

Jan Arbuckle, President  
League of California Cities  
1400 K St., Ste. 400  
Sacramento, CA 95814

RE: City of Rancho Palos Verdes Proposed Resolution to Amend California Public Utilities Commission Rule 20A – SUPPORT

Dear Ms. Arbuckle:

At its Regular meeting on August 12, 2019, the Malibu City Council unanimously voted to support the City of Rancho Palos Verdes' effort to bring a resolution for consideration by the General Assembly at the League's 2019 Annual Conference in Long Beach.

Undergrounding power lines is an important tool in preventing destructive wildfires that have devastated communities across our state, but California's Rule 20A program, which allows local governments to pay for these costly projects with ratepayer funds, does not factor in fire safety for eligibility. Unless projects meet the program's limited eligibility criteria, they are left to be funded by property owners who are proactive, as well as willing and able to foot the bill. The City of Malibu agrees with Rancho Palos Verdes that Rule 20A offers an important opportunity for fire prevention and that the California Public Utilities Commission (CPUC) should expand this program so more communities can utilize it.

The resolution calls on the CPUC to amend Rule 20A to include projects in Very High Fire Hazard Severity Zones to the list of criteria for eligibility. To facilitate more undergrounding projects in these high-risk zones, the resolution also calls on the CPUC to increase funding allocations for Rule 20A projects. As a recent series of news stories on wildfire preparedness in California pointed out, there are more than 75 communities across the state with populations over 1,000, including Rancho Palos Verdes and Malibu, where at least 90 percent of residents live in a Cal Fire-designated Very High Fire Hazard Severity Zone.

It is well-known that electric utility equipment is a common fire source, and has sparked some of the most destructive blazes in our state's history. Moving power lines underground is, therefore, a critical tool in preventing them. Currently, Rule 20A primarily addresses visual blight, but with fire seasons worsening, it is key that fire safety also be considered when local governments pursue Rule 20A projects, and that annual funding allocations for the program be expanded.

It is worth noting that the State does have a program, Rule 20D, that factors in fire safety for funding undergrounding projects. However, this is limited to San Diego Gas & Electric Company projects in certain areas only. This needs to be expanded to include projects in all projects within designated Very High Fire Hazard Severity Zones.



*Rancho PV League Resolution*  
*Amend Rule 20A*  
*August 15, 2019*  
*Page 2 of 2*

The proposed resolution is also in line with one of the League's 2019 Strategic Goals of improving disaster preparedness, recovery and climate resiliency.

For these reasons, the City of Malibu strongly concurs that the resolution should go before the General Assembly.

Sincerely,



Jefferson Wagner  
Mayor

Cc: Honorable Members of the Malibu City Council  
Reva Feldman, City Manager  
Megan Barnes, City of Rancho Palos Verdes, [mbarnes@rpvca.gov](mailto:mbarnes@rpvca.gov)



# CITY OF MOORPARK

799 Moorpark Avenue, Moorpark, California 93021  
Main City Phone Number (805) 517-6200 | Fax (805) 532-2205 | moorpark@moorparkca.gov

July 24, 2019

**SUBMITTED ELECTRONICALLY**

Jan Arbuckle, President  
League of California Cities  
1400 K St., Ste. 400  
Sacramento, CA 95814

RE: SUPPORT FOR RANCHO PALOS VERDES RESOLUTION RE: POWER LINE UNDERGROUNDING

Dear President Arbuckle:

The City of Moorpark supports the City of Rancho Palos Verdes effort to bring a resolution for consideration by the General Assembly at the League's 2019 Annual Conference in Long Beach.

Undergrounding power lines is an important tool in preventing destructive wildfires that have devastated communities across our state. But California's Rule 20A program, which allows local governments to pay for these costly projects with ratepayer funds, does not factor in fire safety for eligibility. Unless projects meet the program's limited eligibility criteria, they are left to be funded by property owners who are proactive, willing and able to foot the bill. We believe Rule 20A offers an important opportunity for fire prevention and that the California Public Utilities Commission should expand this program so more communities can utilize it.

The resolution calls on the CPUC to amend Rule 20A to include projects in Very High Fire Hazard Severity Zones to the list of criteria for eligibility. To facilitate more undergrounding projects in these high-risk zones, the resolution also calls on the CPUC to increase funding allocations for Rule 20A projects.

All cities in Ventura County, including Moorpark, have wildfire prevention fresh in our memories following the highly destructive 2017-2018 Thomas Fire, which was caused by above-ground power lines. The 2018 Woolsey Fire similarly affected Ventura County, and lawsuits have been filed alleging it was also caused by above-ground power lines. Each of these fires caused billions of dollars in damages and highlight the importance of undergrounding power lines.

205

The resolution is also in line with one of the League's 2019 Strategic Goals of improving disaster preparedness, recovery and climate resiliency.

For these reasons, we concur that the resolution should go before the General Assembly.

Sincerely,



Janice Parvin  
Mayor

cc: City Council  
City Manager



Jan Arbuckle, President  
League of California Cities  
1400 K St., Ste. 400  
Sacramento, CA 95814

Dear President Arbuckle:

The City of Nevada City supports the City of Rancho Palos Verdes' effort to bring a resolution for consideration by the General Assembly at the League's 2019 Annual Conference in Long Beach.

Undergrounding power lines is an important tool in preventing destructive wildfires that have devastated communities across our state. But California's Rule 20A program, which allows local governments to pay for these costly projects with ratepayer funds, does not factor in fire safety for eligibility. Unless projects meet the program's limited eligibility criteria, they are left to be funded by property owners who are proactive, willing and able to foot the bill. We believe Rule 20A offers an important opportunity for fire prevention and that the California Public Utilities Commission (CPUC) should expand this program so more communities can utilize it.

The resolution calls on the CPUC to amend Rule 20A to include projects in Very High Fire Hazard Severity Zones to the list of criteria for eligibility. To facilitate more undergrounding projects in these high-risk zones, the resolution also calls on the CPUC to increase funding allocations for Rule 20A projects.

The City of Nevada City would also like to add that the local agency be given the power to use private firms to do design, inspect and construct Rule 20A projects in local jurisdiction rather than be required to use the designated local utility. In addition, the City of Nevada City wants the CPUC to allow local jurisdictions to transfer excess funds between agencies to better serve projects in high fire hazard severity zones.

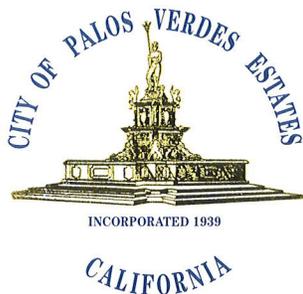
The resolution is also in line with one of the League's 2019 Strategic Goals of improving disaster preparedness, recovery and climate resiliency.

For these reasons, we concur that the resolution should go before the General Assembly.

Sincerely,

A handwritten signature in black ink that reads "Reinette Senum". The signature is written in a cursive, flowing style.

Reinette Senum  
Mayor  
City of Nevada City



# Palos Verdes Estates

July 25, 2019

Jan Arbuckle, President  
League of California Cities  
1400 K St., Ste. 400  
Sacramento, CA 95814

Dear President Arbuckle:

The City of Palos Verdes Estates supports the City of Rancho Palos Verdes' effort to bring a resolution for consideration by the General Assembly at the League's 2019 Annual Conference in Long Beach.

Undergrounding power lines is an important tool in preventing destructive wildfires that have devastated communities across our state. But California's current Rule 20A program, which allows local governments to pay for these costly projects with ratepayer funds, does not factor in fire safety for eligibility. Unless projects meet the program's limited eligibility criteria, they are left to be funded by property owners who are proactive, willing and able to foot the bill. We believe Rule 20A offers an important opportunity for fire prevention and that the California Public Utilities Commission should expand this program so more communities can utilize it.

The resolution calls on the CPUC to amend Rule 20A to include projects in Very High Fire Hazard Severity Zones to the list of criteria for eligibility. To facilitate more undergrounding projects in these high-risk zones, the resolution also calls on the CPUC to increase funding allocations for Rule 20A projects.

The resolution is also in line with one of the League's 2019 Strategic Goals of improving disaster preparedness, recovery and climate resiliency.

For these reasons, we concur that the resolution should go before the General Assembly.

Sincerely,

Mayor Kenneth J. Kao  
City of Palos Verdes Estates

cc: PVE City Council  
PVE Interim City Manager Petru  
RPV City Manager Willmore



**City of  
Rolling Hills Estates**

**Judith Mitchell**  
*Mayor*

**Velveth Schmitz**  
*Mayor Pro Tem*

**Britt Huff**  
*Council Member*

**Frank V. Zerunyan**  
*Council Member*

**Steven Zuckerman**  
*Council Member*

August 14, 2019

Jan Arbuckle, President  
League of California Cities  
1400 K St., Ste. 400  
Sacramento, CA 95814

Dear President Arbuckle:

The City of Rolling Hills Estates supports the City of Rancho Palos Verdes' effort to bring a resolution for consideration by the General Assembly at the League's 2019 Annual Conference in Long Beach.

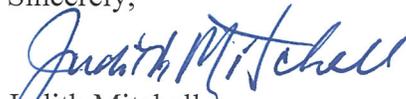
Undergrounding power lines is an important tool in preventing destructive wildfires that have devastated communities across our state. But California's Rule 20A program, which allows local governments to pay for these costly projects with ratepayer funds, does not factor in fire safety for eligibility. Unless projects meet the program's limited eligibility criteria, they are left to be funded by property owners who are proactive, willing and able to foot the bill. We believe Rule 20A offers an important opportunity for fire prevention and that the California Public Utilities Commission should expand this program so more communities can utilize it.

The resolution calls on the CPUC to amend Rule 20A to include projects in Very High Fire Hazard Severity Zones to the list of criteria for eligibility. To facilitate more undergrounding projects in these high-risk zones, the resolution also calls on the CPUC to increase funding allocations for Rule 20A projects.

The resolution is also in line with one of the League's 2019 Strategic Goals of improving disaster preparedness, recovery and climate resiliency.

For these reasons, we concur that the resolution should go before the General Assembly.

Sincerely,

  
Judith Mitchell  
Mayor



*City of Rolling Hills* INCORPORATED JANUARY 24, 1957

NO. 2 PORTUGUESE BEND ROAD  
ROLLING HILLS, CALIF. 90274  
(310) 377-1521  
FAX: (310) 377-7288

August 14, 2019

Jan Arbuckle, President  
League of California Cities  
1400 K St., Ste. 400  
Sacramento, CA 95814

Dear Board of Directors:

The City of Rolling Hills supports the City of Rancho Palos Verdes' effort to bring a resolution for consideration by the General Assembly at the League's 2019 Annual Conference in Long Beach.

Undergrounding power lines is an important tool in preventing destructive wildfires that have devastated communities across our state. But California's Rule 20A program, which allows local governments to pay for these costly projects with ratepayer funds, does not factor in fire safety for eligibility. Unless projects meet the program's limited eligibility criteria, they are left to be funded by property owners who are proactive, willing and able to foot the bill. We believe Rule 20A offers an important opportunity for fire prevention and that the California Public Utilities Commission should expand this program so more communities can utilize it.

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The resolution is also in line with one of the League's 2019 Strategic Goals of improving disaster preparedness, recovery and climate resiliency.

For these reasons, we concur that the resolution should go before the General Assembly.

Sincerely,

Leah Mirsch  
Mayor



July 29, 2019

Jan Arbuckle, President  
League of California Cities  
1400 K St., Ste. 400  
Sacramento, CA 95814

Dear President Arbuckle:

The City of Ventura supports the City of Rancho Palos Verdes' effort to bring a resolution for consideration by the General Assembly at the League's 2019 Annual Conference in Long Beach.

Undergrounding power lines is an important tool in preventing destructive wildfires that have devastated communities across our state. But California's Rule 20A program, which allows local governments to pay for these costly projects with ratepayer funds, does not factor in fire safety for eligibility. Unless projects meet the program's limited eligibility criteria, they are left to be funded by property owners who are proactive, willing and able to foot the bill. We believe Rule 20A offers an important opportunity for fire prevention and that the California Public Utilities Commission should expand this program so more communities can utilize it.

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The resolution is also in line with one of the League's 2019 Strategic Goals of improving disaster preparedness, recovery and climate resiliency.

For these reasons, we concur that the resolution should go before the General Assembly.

Sincerely,



Alex D. McIntyre  
City Manager

**2. A RESOLUTION CALLING UPON THE FEDERAL AND STATE GOVERNMENTS TO ADDRESS THE DEVASTATING IMPACTS OF INTERNATIONAL TRANSBOUNDARY POLLUTION FLOWS INTO THE SOUTHERNMOST REGIONS OF CALIFORNIA AND THE PACIFIC OCEAN**

Source: San Diego County Division

Concurrence of five or more cities/city officials

Cities: Calexico; Coronado; Imperial Beach; San Diego

Individual City Officials: City of Brawley: Mayor Pro Tem Norma Kastner-Jauregui; Council Members Sam Couchman, Luke Hamby, and George Nava. City of Escondido: Deputy Mayor Consuelo Martinez. City of La Mesa: Council Member Bill Baber. City of Santee: Mayor John Minto, City of Vista: Mayor Judy Ritter and Council Member Amanda Young Rigby

Referred to: Environmental Quality Policy Committee

**WHEREAS**, international transboundary rivers that carry water across the border from Mexico into Southern California are a major source of sewage, trash, chemicals, heavy metals and toxins; and

**WHEREAS**, transboundary flows threaten the health of residents in the United States and Mexico, harm important estuarine land and water of international significance, force closure of beaches, damage farmland, adversely impact the South San Diego County and Imperial County economy; compromise border security, and directly affect U.S. military readiness; and

**WHEREAS**, a significant amount of untreated sewage, sediment, hazardous chemicals and trash have been entering southern California through both the Tijuana River Watershed (75 percent of which is within Mexico) and New River flowing into southern California's coastal waterways and residential and agricultural communities in Imperial County eventually draining into the Salton Sea since the 1930s; and

**WHEREAS**, in February 2017, an estimated 143 million gallons of raw sewage flowed into the Tijuana River and ran downstream into the Pacific Ocean and similar cross border flows have caused beach closures at Border Field State Park that include 211 days in 2015; 162 days in 2016; 168 days in 2017; 101 days in 2018; and 187 days to date for 2019 as well as closure of a number of other beaches along the Pacific coastline each of those years; and

**WHEREAS**, approximately 132 million gallons of raw sewage has discharged into the New River flowing into California through communities in Imperial County, with 122 million gallons of it discharged in a 6-day period in early 2017; and

**WHEREAS**, the presence of pollution on state and federal public lands is creating unsafe conditions for visitors; these lands are taxpayer supported and intended to be managed for recreation, resource conservation and the enjoyment by the public, and

**WHEREAS**, the current insufficient and degrading infrastructure in the border zone poses a significant risk to the public health and safety of residents and the environment on both

sides of the border, and places the economic stress on cities that are struggling to mitigate the negative impacts of pollution; and

**WHEREAS**, the 1944 treaty between the United States and Mexico regarding *Utilization of Waters of the Colorado and Tijuana Rivers and of the Rio Grande* allocates flows on trans-border rivers between Mexico and the United States, and provides that the nations, through their respective sections of the International Boundary Water Commission shall give control of sanitation in cross border flows the highest priority; and

**WHEREAS**, in 1993, the United States and Mexico entered into the *Agreement Between the Government of the United States of America and the Government of the United Mexican States Concerning the Establishment of a North American Development Bank* which created the North American Development Bank (NADB) to certify and fund environmental infrastructure projects in border-area communities; and

**WHEREAS**, public concerns in response to widespread threats to public health and safety, damage to fish and wildlife resources and degradation to California's environment resulting from transboundary river flow pollution in the southernmost regions of the state requires urgent action by the Federal and State governments, and

**WHEREAS**, Congress authorized funding under the U.S. Environmental Protection Agency's (EPA) Safe Drinking Water Act and established the State and Tribal Assistance Grants (STAG) program for the U.S.-Mexico Border Water Infrastructure Program (BWIP) in 1996 to provide grants for high-priority water, wastewater, and storm-water infrastructure projects within 100 kilometers of the southern border; and

**WHEREAS**, the EPA administers the STAG and BWIP programs, and coordinates with the North American Development Bank (NADB) to allocate BWIP grant funds to projects in the border zone; and

**WHEREAS**, since its inception, the BWIP program has provided funding for projects in California, Arizona, New Mexico and Texas that would not have been constructed without the grant program; and

**WHEREAS**, the BWIP program was initially funded at \$100 million per year, but, over the last 20 years, has been continuously reduced to its current level of \$10 million; and

**WHEREAS**, in its FY 2020 Budget Request, the Administration proposed to eliminate the BWIP program; and

**WHEREAS**, officials from EPA Region 9, covering California, have identified a multitude of BWIP-eligible projects along the southern border totaling over \$300 million; and

**WHEREAS**, without federal partnership through the BWIP program and state support to address pollution, cities that are impacted by transboundary sewage and toxic waste flows are

left with limited resources to address a critical pollution and public health issue and limited legal remedies to address the problem; and

**WHEREAS**, the National Association of Counties, (NACo) at their Annual Conference on July 15, 2019 and the U.S. Conference of Mayors at their Annual Conference on in July 1, 2019 both enacted resolutions calling on the federal and state governments to work together to fund and address this environmental crisis; and

**WHEREAS**, local governments and the public support the State's primary objectives in complying with environmental laws including the Clean Water Act, Porter-Cologne Water Quality Control Act, and Endangered Species Act and are supported by substantial public investments at all levels of government to maintain a healthy and sustainable environment for future residents of California, and

**WHEREAS**, League of California Cities policy has long supported efforts to ensure water quality and oppose contamination of water resources; and

**NOW, THEREFORE, BE IT RESOLVED** at the League General Assembly, assembled at the League Annual Conference on October 18, 2019 in Long Beach, that the League calls upon the Federal and State governments to restore and ensure proper funding to the U.S- Mexico Border Water Infrastructure Program (BWIP) and recommit to working bi-nationally to develop and implement long-term solutions to address serious water quality and contamination issues, such as discharges of untreated sewage and polluted sediment and trash-laden transboundary flows originating from Mexico, that result in significant health, environmental, and safety concerns in communities along California's southern border impacting the state.

## **Background Information on Resolution No. 2**

Source: San Diego County Division

### **Background:**

Along California's southern border with Mexico, the New River in Imperial County and the Tijuana River in San Diego County are a major sources of raw sewage, trash, chemicals, heavy metals, and toxins that pollute local communities. Sewage contaminated flows in the Tijuana River have resulted in significant impacts to beach recreation that includes the closure of Border Field State Beach for more than 800 days over the last 5-years. Similarly, contaminated flows in the New River presents comparable hazards, impacts farm land, and contributes to the ongoing crisis in the Salton Sea. These transboundary flows threaten the health of residents in California and Mexico, harms the ecosystem, force closures at beaches, damage farm land, makes people sick, and adversely affects the economy of border communities. The root cause of this cross border pollution is from insufficient or failing water and wastewater infrastructure in the border zone and inadequate federal action to address the problem through existing border programs.

The severity of cross border pollution has continued to increase, due in part to the rapid growth of urban centers since the passage of the North American Free Trade Agreement (NAFTA). While economic growth has contributed to greater employment, the environmental infrastructure of the region has not kept pace, which is why Congress authorized the Border Water Infrastructure Program (BWIP) in 1996. The U.S. Environmental Protection Agency (EPA) administers the BWIP and coordinates with the North American Development Bank (NADB) to provide financing and technical support for projects on both sides of the U.S./Mexico border. Unfortunately, the current BWIP funding at \$10 million per year is only a fraction of the initial program budget that shares funding with the entire 2,000 mile Mexican border with California, Arizona, New Mexico and Texas. EPA officials from Region 9 have identified an immediate need for BWIP projects totaling over \$300 million just for California. Without federal partnerships through the BWIP and state support to address cross border pollution, cities that are impacted by transboundary sewage and toxic waste flows are left with limited resources to address a critical pollution and public health issue.

The International Boundary and Water Commission (IBWC) is another important federal stakeholder that, under the Treaty of 1944 with Mexico, must address border sanitation problems. While IBWC currently captures and treats some of the pollution generated in Mexico, it also redirects cross border flows without treatment directly into California.

Improving environmental and public health conditions for communities along the border is essential for maintaining strong border economy with Mexico. The IBWC, EPA, and NADB are the important federal partners with existing bi-national programs that are able to immediately implement solutions on cross border pollution. California is in a unique position to take the lead and work with local and federal partners to implement real solutions that will addresses the long standing and escalating water quality crisis along the border.

For those reasons, the cities of Imperial Beach and Coronado requested the San Diego County Division to propose a resolution at the 2019 League Annual Conference calling upon the federal

and state governments to address the devastating impacts of international transboundary pollution flows into the waterways of the southernmost regions of California, San Diego and Imperial Counties and the Pacific Ocean.

On August 12, 2019 at the regularly scheduled meeting of the San Diego County Division, the membership unanimously endorsed submittal of the resolution, with close to 75% membership present and voting.

The Imperial County Division does not have a schedule meeting until after the deadline to submit proposed resolutions. However, the City of Calexico, which is most directly impacted by initial pollution flow of the New River from Mexicali, sent a letter in concurrence of this resolution as well as numerous city official from cities within Imperial County and the Imperial County Board of Supervisors. The League Imperial County Division will place a vote to support this resolution on the agenda of their September 26, 2019 meeting.

**League of California Cities Staff Analysis on Resolution No. 2**

Staff: Derek Dolfie, Legislative Representative  
Carly Shelby, Legislative and Policy Development Assistant  
Committees: Environmental Quality

**Summary:**

This Resolution states that the League of California Cities should call upon the State and Federal governments to restore and ensure proper funding for the U.S. – Mexico Border Water Infrastructure Program (BWIP) and work bi-nationally to address water quality issues resulting from transboundary flows from Mexico’s Tijuana River into the United States containing untreated sewage, polluted sediment, and trash.

**Background:**

The League of California Cities’ San Diego County Division is sponsoring this resolution to address their concerns over the contaminated flows from the Tijuana River into California that have resulted in the degradation of water quality and water recreational areas in Southern California.

The Tijuana River flows north through highly urbanized areas in Mexico before it enters the Tijuana River Estuary and eventually the Pacific Ocean via waterways in San Diego County in California. Urban growth in Tijuana has contributed to a rise in rates of upstream flows from water treatment facilities in Mexico. These treatment facilities have raised the amount of untreated sewage and waste in the Tijuana River due to faulty infrastructure and improper maintenance. The federal government refers to the river as an “impaired water body” because of the presence of pollutants in excess, which pose significant health risks to residents and visitors in communities on both sides of the border.

***Federal Efforts to Address Pollution Crisis***

To remedy the Tijuana River’s low water quality, the United States and Mexico entered into a Treaty in 1944 entitled: *Utilization of Waters of the Colorado River and Tijuana Rivers and of the Rio Grande – the International Boundary and Water Commission (IBWC)*. The IBWC was designed to consist of a United States section and a Mexico section. Both sections were tasked with negotiating and implementing resolutions to address water pollution in the area, which includes overseeing the development of water treatment and diversion infrastructure.

After the formation of the IBWC, the U.S. and Mexico entered into a treaty in 1993 entitled: *Agreement Concerning the Establishment of a Border Environment Cooperation Commission and a North American Development Bank*. This agreement established the North American Development Bank (NADB), which certifies and funds infrastructure projects located within 100 kilometers (62 miles) of the border line. The NADB supports federal programs like the Border Water Infrastructure Program (BWIP), which was initially funded at \$100 million, annually.

The degradation of existing water treatment infrastructure along the border coincides with the federal government’s defunding of the BWIP, which has steadily decreased from \$100 million in 1996 to \$10 million today. The Federal FY 2020 Budget proposes eliminating BWIP funding

altogether. EPA's regions 6 and 9 (includes U.S. states that border Mexico) have identified a number of eligible projects that address public health and environmental conditions along the border totaling \$340 million.

The NADB has funded the development of water infrastructure in both the U.S. and Mexico. Water diversion and treatment infrastructure along the U.S – Mexico border includes, but is not limited to, the following facilities:

- *The South Bay International Wastewater Treatment Plant (SBIWTP)*. This facility was constructed by the U.S. in 1990 and is located on the California side of the border and is operated under the jurisdiction of the IBWC. The SBIWTP serves as a diversion and treatment sewage plant to address the flow of untreated sewage from Mexico into the United States.
- *Pump Station CILA*. CILA was constructed by Mexico in 1991 and is located along the border in Mexico. This facility serves as the SBIWTP's Mexican counterpart.

Both the SBIWTP and CILA facilities have had a multitude of overflows containing untreated sewage and toxic waste that spills into the Tijuana River. The cause of overflows can be attributed to flows exceeding the maximum capacity that the infrastructure can accommodate (this is exacerbated during wet and rainy seasons) and failure to properly operate and maintain the facilities. Much of the existing infrastructure has not had updates or repairs for decades, causing overflows to become more frequent and severe. The most notable overflow occurred in February 2017, wherein 143 million gallons of polluting waste discharged into the Tijuana River; affecting the Tijuana Estuary, the Pacific Ocean, and Southern California's waterways.

### ***State Actions***

In response to the February 2017 overflow, the San Diego Water Board's Executive Officer sent a letter to the U.S. and Mexican IBWC Commissioners which included recommendations on how to improve existing infrastructure and communications methods between both nations.

In September of 2018, California Attorney General Xavier Becerra submitted a lawsuit against IBWC for Violating the Clean Water Act by allowing flows containing sewage and toxic waste to flow into California's waterways, posing a public health and ecological crisis. The cities of Imperial Beach, San Diego, Chula Vista, the Port of San Diego, and the San Diego Regional Water Quality Board have also filed suit against the IBWC. The suit is awaiting its first settlement conference on October 19, 2019. If parties are unable to reach a settlement, the case will go to trial.

### **Fiscal Impact:**

California's economy is currently the sixth largest in the world, with tourism spending topping \$140.6 billion in 2018. In the past five years, San Diego's Border Field State Park has been closed for over 800 days because of pollution from the Tijuana River. A decline in the State's beach quality and reputation could carry macroeconomic effects that could ripple outside of the San Diego County region and affect coastal communities throughout California.

**Existing League Policy**

The League of California Cities has extensive language on water in its Summary of Existing Policy and Guiding Principles. Fundamentally, the League recognizes that beneficial water quality is essential to the health and welfare of California and all of its citizens. Additionally, the League advocates for local, state and federal governments to work cooperatively to ensure that water quality is maintained.

The following policy relates to the issue of water quality:

- Surface and groundwater should be protected from contamination.
- Requirements for wastewater discharge into surface water and groundwater to safeguard public health and protect beneficial uses should be supported.
- When addressing contamination in a water body, water boards should place priority emphasis on clean-up strategies targeting sources of pollution, rather than in stream or end-of-pipe treatment.
- Water development projects must be economically, environmentally and scientifically sound.
- The viability of rivers and streams for instream uses such as fishery habitat, recreation and aesthetics must be protected.
- Protection, maintenance, and restoration of fish and wildlife habitat and resources.

Click here to view the [Summary of Existing Policy and Guiding Principles 2018](#).

**Comments:**

1. Water quality issues are prevalent across California and have been a constant priority of the State's legislature and residents. In 2014, California's voters approved Proposition 1, which authorized \$7.5 billion in general obligation bonds to fund water quality improvement projects. In 2019, the Legislature reached an agreement to allocate \$130 million from the State's Greenhouse Gas Reduction Fund (GGRF) to address failing water infrastructure and bad water qualities for over one million of California's residents in rural communities. Water quality is not an issue unique to the County of San Diego and communities along the border.
2. Tijuana River cross-border pollution has caught national attention. Members of Congress have proposed recent funding solutions to address the pollution crisis, including:
  - In February of 2019, California Congressional Representatives Vargas, Peters, and Davis helped secure \$15 million for the EPA to use as part of its BWIP.
  - *H.R. 3895 (Vargas, Peters, 2019), The North American Development Bank Pollution Solution Act*. This bill seeks to support pollution mitigation efforts along the border by increasing the NADB's capital by \$1.5 billion.
  - *H.R. 4039 (Levin, 2019), The Border Water Infrastructure Improvement Act*. This bill proposes increasing funding to the BWIP from the existing \$10 million to \$150 million as a continuous appropriation until 2025.

Additionally, the National Association of Counties (NACo) and the U.S. Conference of Mayors enacted resolutions in support of increased funding for U.S. – Mexico border water infrastructure to address the environmental crisis in 2019.

3. The border pollution problem has sparked action from local, state, and federal actors. Should this resolution be adopted, League membership should be aware that future action will be adapted by what is explicitly stated in the resolution's language. In current form, the resolution's resolve clause cites the BWIP as the only program that should receive reinstated and proper funding. League staff recommends the language be modified to state:

**“NOW, THEREFORE, BE IT RESOLVED** at the League General Assembly, assembled at the League Annual Conference on October 18, 2019 in Long Beach, that the League calls upon the Federal and State governments to restore and ensure proper funding *for environmental infrastructure on the U.S. – Mexico Border, including* ~~to the U.S.–Mexico~~ Border Water Infrastructure Program (BWIP), and recommit to working bi-nationally to develop and implement long-term solutions to address serious water quality and contamination issues, such as discharges of untreated sewage and polluted sediment and trash-laden transboundary flows originating from Mexico, that result in significant health, environmental, and safety concerns in communities along California's southern border impacting the state.”

Modifying the language would ensure enough flexibility for the League to support funding mechanisms outside of the prescribed federally-operated BWIP.

4. It remains unclear if there is an appetite in Washington to fund border-related infrastructure projects that address environmental quality. Given the high probability of another overflow containing waste and sewage from the existing infrastructure operated by the IBWC, League membership should consider the outcome if no resolution is reached to address the issue.

**Support:**

The following letters of concurrence were received:

**Cities:**

The City of Calexico

The City of Coronado

The City of Imperial Beach

The City of San Diego

**In their individual capacity:**

Amanda Young Rigby, City of Vista Council Member

Bill Baber, City of La Mesa Council Member

Consuelo Martinez, City of Escondido Deputy Mayor

George A. Nava, City of Brawley Council Member

John Minto, City of Santee Mayor

Judy Ritter, City of Vista Mayor

Luke Hamby, City of Brawley Council Member

Norma Kastner-Jauregui, City of Brawley Mayor Pro-Tempore

Sam Couchman, City of Brawley Council Member

**LETTERS OF CONCURRENCE**

Resolution No. 2

International Transboundary  
Pollution Flows



# CITY OF CALEXICO

608 Heber Ave.  
Calexico, CA 92231-2840  
Tel: 760.768.2110  
Fax: 760.768.2103  
[www.calexico.ca.gov](http://www.calexico.ca.gov)

August 15, 2019

Jan Arbuckle, President  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**RE: Environmental and Water Quality Impacts Of International Transboundary River  
Pollution Flow Resolution**

President Arbuckle:

The city of Calexico strongly supports the San Diego County Division's effort to submit a resolution for consideration by the General Assembly at the League's 2019 Annual Conference in Long Beach.

The Division's resolution calls upon the Federal and State governments to restore and ensure proper funding of the Border Water Infrastructure Program (BWIP) to address the devastating impacts of international transboundary pollution flows into the waterways of the southernmost regions of California (San Diego and Imperial Counties) and the Pacific Ocean.

Local government and the public support the State's water and environmental quality objectives and League policy has long supported efforts to ensure water quality and oppose contamination of water resources. This resolution addresses the critical need for the federal and state governments to recommit to work bi-nationally to develop and implement long-term solutions to address serious water quality and contamination issues, such as discharges of untreated sewage and polluted sediment and trash-laden transboundary flows originating from Mexico, that result in significant health, environmental and safety concerns in communities along California's southern border impacting the state.

As members of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue.

If you have any questions or require additional information, please do not hesitate to contact me at 760/768-2110.

Sincerely,

**CITY OF CALEXICO**

A handwritten signature in cursive script that reads "David Dale".

David Dale  
City Manager

Cc: Honorable Mayor Bill Hodge



**CITY OF CORONADO**

1825 STRAND WAY  
CORONADO, CA 92118

OFFICE OF THE CITY MANAGER  
(619) 522-7335  
FAX (619) 522-7846

August 15, 2019

Jan Arbuckle, President  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**RE: Environmental and Water Quality Impacts of International Transboundary River Pollution Flows Resolution**

This letter is written on behalf of and with the support of the Coronado City Council. The City of Coronado wholeheartedly supports the resolution adopted by the San Diego County and Imperial County Division of the California League of Cities.

The San Diego County Division's resolution calls upon the federal and state governments to restore and ensure proper funding of the U.S.-Mexico Border Water Infrastructure Program (BWIP) to address the devastating impacts of international transboundary pollution flows into the waterways of the southernmost regions of California (San Diego and Imperial Counties) and the Pacific Ocean.

The City has been working closely with the Environmental Protection Agency and other federal partners on the matter since early 2018. City leaders are committed to finding long-term, sustainable solutions to this problem. Through its advocacy and education efforts, the City of Coronado has raised national awareness of the problem among legislators, political appointees and career staff at federal agencies. These efforts have been successful. However, the City along with our coalition partners, look forward to more action to swiftly resolve this issue.

Local government and the public support the state's water and environmental quality objectives and League policy has long supported efforts to ensure water quality and oppose contamination of water resources. This resolution addresses the critical need for the federal and state governments to recommit to work bi-nationally to develop and implement long-term solutions to address serious water quality and contamination issues, such as discharges of untreated sewage and polluted sediment and trash-laden transboundary flows originating from Mexico, that result in significant health, environmental and safety concerns in communities along California's southern border impacting the state.

As members of the League, Coronado values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Blair King".

Blair King  
Coronado City Manager

cc: Coronado Mayor and City Council  
Bill Baber, President, San Diego County Division  
c/o Catherine Hill, Regional Public Affairs Manager, San Diego County Division [chill@cacities.org](mailto:chill@cacities.org)



# City of Imperial Beach, California

OFFICE OF THE CITY MANAGER

825 Imperial Beach Blvd., Imperial Beach, CA 91932 Tel: (619) 423-8303 Fax: (619) 628-1395

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August 15, 2019

Jan Arbuckle, President  
League of California Cities  
1400 K St. Suite 400  
Sacramento, CA 95814

RE: Environmental and Water Quality Impacts Of International Transboundary River  
Pollution Flow Resolution

President Arbuckle:

The city of Imperial Beach appreciates and supports the San Diego County Division's effort to submit a resolution for consideration by the full membership of the League of California Cities.

The Division's resolution calls on Federal and State government to address the impacts of transboundary pollution flows into the Southwestern regions of California. The pollution in these areas is an environmental disaster that threatens the health and general welfare of residents near the Mexican border in Imperial and San Diego Counties.

I encourage all voting delegates and elected officials in attendance at the 2019 Annual League of California Cities Conference in Long Beach to support this important resolution as it addresses the critical need for the federal and state government to recommit to work bi-nationally to address the serious contamination issues and to develop and implement long-term solutions.

I am available for any questions or additional information related to this letter of support.

Sincerely,

A handwritten signature in blue ink that reads 'Andy Hall'.

Andy Hall  
City Manger

Cc: Honorable Mayor Serge Dedina  
Honorable Mayor Pro Tem Robert Patton  
Honorable Councilmember Paloma Aguirre  
Honorable Councilmember Ed Spriggs  
Honorable Councilmember Mark West



# City of Imperial Beach, California

OFFICE OF THE MAYOR

825 Imperial Beach Blvd., Imperial Beach, CA 91932 Tel: (619) 423-8303 Fax: (619) 628-1395

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August 16, 2019

Jan Arbuckle, President  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

RE: Environmental and Water Quality Impacts Of International Transboundary River Pollution Flow Resolution

President Arbuckle:

The city of Imperial Beach strongly supports the San Diego County Division's effort to submit a resolution for consideration by the General Assembly at the League's 2019 Annual Conference in Long Beach.

The Division's resolution calls upon the Federal and State governments to restore and ensure proper funding of the Border Water Infrastructure Program (BWIP) to address the devastating impacts of international transboundary pollution flows into the waterways of the southernmost regions of California (San Diego and Imperial Counties) and the Pacific Ocean.

Local government and the public support the State's water and environmental quality objectives and League policy has long supported efforts to ensure water quality and oppose contamination of water resources. This resolution addresses the critical need for the federal and state governments to recommit to work bi-nationally to develop and implement long-term solutions to address serious water quality and contamination issues, such as discharges of untreated sewage and polluted sediment and trash-laden transboundary flows originating from Mexico, that result in significant health, environmental and safety concerns in communities along California's southern border impacting the state.

As members of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. If you have any questions or require additional information, please do not hesitate to contact me at 619-423-8303.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Serge Dedina', is written over a light blue horizontal line.

Serge Dedina  
Mayor



THE CITY OF SAN DIEGO

**KEVIN L. FAULCONER**

Mayor

August 15, 2019

Jan Arbuckle, President  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**RE: Environmental and Water Quality Impacts of International Transboundary River  
Pollution Flow Resolution**

President Arbuckle:

The City of San Diego supports the San Diego County Division in their effort to submit a resolution to the General Assembly at the League of California Cities' 2019 Annual Conference in Long Beach.

To suppress the flow of pollution between the Mexico and Southern California's water channels, the Division requests for the Federal and State governments to give proper funding to the Border Water Infrastructure Program (BWIP).

The City of San Diego and its citizens have expressed their concerns about untreated sewage, polluted sediment and trash flowing from Mexico, into California, causing health, environmental and safety concerns. The State's water and environmental quality objectives and League policy has long supported efforts to ensure water quality and oppose contamination of water resources. With the Division's resolution, the great need for federal and state governments to reconsider working together, will help in developing a long-term solution to address serious water quality and contamination issues.

As members of the League, our City values the policy development process provided to the General Assembly. We appreciate your time on this issue.

Please contact me at (619)453-9946 if you have any questions.

Sincerely,

Denice Garcia  
Director of International Affairs

Cc: Honorable Mayor Kevin L. Faulconer

227





## AMANDA YOUNG RIGBY

CITY COUNCILWOMAN

August 15, 2019

Jan Arbuckle, President  
League of California Cities  
1400 K Street, 4<sup>th</sup> Floor  
Sacramento, CA 95814

Re: Border Sewage Issues

Dear President Arbuckle;

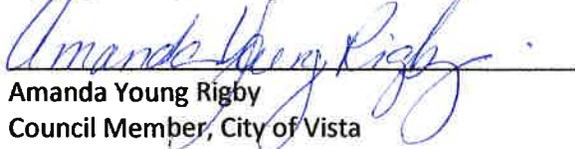
As a Council Member in the City of Vista, and solely in my individual capacity as such, I write in **support** of the League of California Cities 2019 Annual Conference Resolution proposed by the San Diego County Division to address the constant sewage pollution issues at the international border with Mexico.

This Resolution requests that the federal and state governments recognize the paramount importance of this issue and address the devastating impacts that this constant contamination has on the southernmost regions of California and the Pacific coastline by requesting the necessary funding to develop and implement effective and long term solutions to the raw sewage contamination coming into San Diego and Imperial Counties from Mexico.

Although I have lived in Vista for 27 years now, I grew up in Imperial Beach and know well the severe health and environmental impact that this situation has had on our border communities for the **decades**.

As a member of the League, I value the League's ability to effectively advocate on behalf of not only our cities but in effect, our citizens, and this is an important issue for our entire state. Should you have any questions or comments, please contact me at the number below. Thank you for your consideration.

Most Sincerely,

  
Amanda Young Rigby  
Council Member, City of Vista

cc: Vista City Council  
Vista City Manager  
Vista City Attorney  
City of Imperial Beach  
City of Coronado  
City of Calexico  
City of San Diego



**CITY OF  
LA MESA**  
JEWEL of the HILLS

August 16, 2019

Jan Arbuckle, President  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**RE: Environmental and Water Quality Impacts Of International Transboundary River Pollution Flows Resolution**

President Arbuckle:

As a Council Member for the City of La Mesa and in my individual capacity, not on behalf of the full La Mesa City Council as a body or the City, I am writing you in support of the San Diego County Division's effort to submit a resolution for consideration by the General Assembly at the League's 2019 Annual Conference in Long Beach.

The Division's resolution calls upon the Federal and State governments to restore and ensure proper funding of the Border Water Infrastructure Program (BWIP) to address the devastating impacts of international transboundary pollution flows into the waterways of the southernmost regions of California (San Diego and Imperial Counties) and the Pacific Ocean.

As San Diego County Division President and a member of the League, I value the policy development process provided to the General Assembly. I appreciate your time on this issue. Please feel free to contact me at 619-667-1106, should you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Bill Baber".

BILL BABER  
COUNCIL MEMBER CITY OF LA MESA  
PRESIDENT, LEAGUE SAN DIEGO COUNTY DIVISION



Consuelo Martinez, Deputy Mayor  
201 North Broadway, Escondido, CA 92025  
Phone: 760-839-4638

August 16, 2019

Jan Arbuckle, President  
League of California Cities  
1400 K Street, 4<sup>th</sup> Floor  
Sacramento, CA 95814

Dear President Arbuckle:

As one Council Member of the city of Escondido, and in my individual capacity and not on behalf of the Council as a body or the City, I write in support of the League of California Cities 2019 Annual Conference Resolution proposed by the San Diego County Division to address the transboundary river flow pollution impacting cities in San Diego and Imperial Counties.

This resolution calls upon the federal and state governments to address the devastating impacts of international transboundary pollution flows into the southernmost regions of California and the Pacific Ocean by requesting the necessary funding to develop solutions for pollution coming into San Diego County and Imperial County waterways through the Tijuana River and New River, respectively.

The passage of the proposed resolution by the San Diego County Division would provide support for the restoration of much needed funding and development and implementation of long-term solutions to address serious water quality and contamination issues, such as discharge of untreated sewage and polluted sediment and trash-laden transboundary flows that result in significant health, environmental, and safety concerns in communities along California's southern border impacting the state.

As a member of the League, I value the policy development process provided to the General Assembly. I appreciate your time on this issue. Please feel free to contact me at [cmartinez@escondido.org](mailto:cmartinez@escondido.org) if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "C. Martinez", written over a light blue horizontal line.

Consuelo Martinez  
Deputy Mayor

cc: Honorable Mayor and City Council Members  
Jeffrey R. Epp, City Manager



# CITY OF BRAWLEY

## ADMINISTRATIVE OFFICES

383 Main Street  
Brawley, CA 92227  
Phone: (760) 351-3048  
FAX: (760) 351-3088

August 15, 2019

Jan Arbuckle, President  
League of California Cities  
1400 K Street, 4<sup>th</sup> Floor  
Sacramento, CA 95814

Dear President Arbuckle:

As one Council Member of the City of Brawley, and in my individual capacity and not on behalf of the Council as a body or the City, I write in support of the League of California Cities 2019 Annual Conference Resolution proposed by the San Diego County Division to address the transboundary river flow pollution impacting cities in San Diego and Imperial Counties.

This resolution calls upon the federal and state governments to address the devastating impacts of international transboundary pollution flows into the southernmost regions of California and the Pacific Ocean by requesting the necessary funding to develop solutions for pollution coming into San Diego County and Imperial County waterways through the Tijuana River and New River, respectively.

The passage of the proposed resolution by the San Diego County Division would provide support for the restoration of much needed funding and development and implementation of long-term solutions to address serious water quality and contamination issues, such as discharge of untreated sewage and polluted sediment and trash-laden transboundary flows that result in significant health, environmental, and safety concerns in communities along California's southern border impacting the state.

As a member of the League, I value the policy development process provided to the General Assembly. I appreciate your time on this issue. Please feel free to contact me at (City email) if you have any questions.

Sincerely,

George A. Nava  
City Council Member  
City of Brawley

MAYOR  
John W. Minto



# CITY OF SANTEE

CITY COUNCIL  
Ronn Hall  
Stephen Houlahan  
Laura Koval  
Rob McNelis

August 15, 2019

Jan Arbuckle, President  
League of California Cities  
1400 K Street, 4<sup>th</sup> Floor  
Sacramento, CA 95814

Dear President Arbuckle:

As Mayor of the city of Santee, and in my individual capacity and not on behalf of the Council as a body or the City, I write in support of the League of California Cities 2019 Annual Conference Resolution proposed by the San Diego County Division to address the transboundary river flow pollution impacting cities in San Diego and Imperial Counties.

This resolution calls upon the federal and state governments to address the devastating impacts of international transboundary pollution flows into the southernmost regions of California and the Pacific Ocean by requesting the necessary funding to develop solutions for pollution coming into San Diego County and Imperial County waterways through the Tijuana River and New River, respectively.

The passage of the proposed resolution by the San Diego County Division would provide support for the restoration of much needed funding and development and implementation of long-term solutions to address serious water quality and contamination issues, such as discharge of untreated sewage and polluted sediment and trash-laden transboundary flows that result in significant health, environmental, and safety concerns in communities along California's southern border impacting the state.

As a member of the League, I value the policy development process provided to the General Assembly. I appreciate your time on this issue. Please feel free to contact me at (JMinto@cityofsanteeca.gov) if you have any questions.

Sincerely,

JOHN W. MINTO  
Mayor  
City of Santee

232



JUDY RITTER

MAYOR

August 16, 2019

Jan Arbuckle, President  
League of California Cities  
1400 K Street, 4<sup>th</sup> Floor  
Sacramento, CA 95814

Dear President Arbuckle:

As Mayor of the city of Vista, and in my individual capacity and not on behalf of the Council as a body or the City, I write in support of the League of California Cities 2019 Annual Conference Resolution proposed by the San Diego County Division to address the transboundary river flow pollution impacting cities in San Diego and Imperial Counties.

This resolution calls upon the federal and state governments to address the devastating impacts of international transboundary pollution flows into the southernmost regions of California and the Pacific Ocean by requesting the necessary funding to develop solutions for pollution coming into San Diego County and Imperial County waterways through the Tijuana River and New River, respectively.

The passage of the proposed resolution by the San Diego County Division would provide support for the restoration of much needed funding and development and implementation of long-term solutions to address serious water quality and contamination issues, such as discharge of untreated sewage and polluted sediment and trash-laden transboundary flows that result in significant health, environmental, and safety concerns in communities along California's southern border impacting the state.

As a member of the League, I value the policy development process provided to the General Assembly. I appreciate your time on this issue. Please feel free to contact me at [jritter@cityofvista.com](mailto:jritter@cityofvista.com) if you have any questions.

Sincerely,

Judy Ritter  
Mayor  
City of Vista



# CITY OF BRAWLEY

ADMINISTRATIVE OFFICES  
383 Main Street  
Brawley, CA 92227  
Phone: (760) 351-3048  
FAX: (760) 351-3088

August 15, 2019

Jan Arbuckle, President  
League of California Cities  
1400 K Street, 4<sup>th</sup> Floor  
Sacramento, CA 95814

Dear President Arbuckle:

As one Council Member of the City of Brawley, and in my individual capacity and not on behalf of the Council as a body or the City, I write in support of the League of California Cities 2019 Annual Conference Resolution proposed by the San Diego County Division to address the transboundary river flow pollution impacting cities in San Diego and Imperial Counties.

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As a member of the League, I value the policy development process provided to the General Assembly. I appreciate your time on this issue. Please feel free to contact me at (City email) if you have any questions.

Sincerely,

Luke Hamby  
City Council Member  
City of Brawley



# CITY OF BRAWLEY

ADMINISTRATIVE OFFICES

383 Main Street  
Brawley, CA 92227  
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August 15, 2019

Jan Arbuckle, President  
League of California Cities  
1400 K Street, 4<sup>th</sup> Floor  
Sacramento, CA 95814

Dear President Arbuckle:

As one Council Member of the City of Brawley, and in my individual capacity and not on behalf of the Council as a body or the City, I write in support of the League of California Cities 2019 Annual Conference Resolution proposed by the San Diego County Division to address the transboundary river flow pollution impacting cities in San Diego and Imperial Counties.

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As a member of the League, I value the policy development process provided to the General Assembly. I appreciate your time on this issue. Please feel free to contact me at (City email) if you have any questions.

Sincerely,

Norma Kastner-Jauregui  
Mayor Pro-Tempore  
City of Brawley



# CITY OF BRAWLEY

ADMINISTRATIVE OFFICES  
383 Main Street  
Brawley, CA 92227  
Phone: (760) 351-3048  
FAX: (760) 351-3088

August 15, 2019

Jan Arbuckle, President  
League of California Cities  
1400 K Street, 4<sup>th</sup> Floor  
Sacramento, CA 95814

Dear President Arbuckle:

As one Council Member of the City of Brawley, and in my individual capacity and not on behalf of the Council as a body or the City, I write in support of the League of California Cities 2019 Annual Conference Resolution proposed by the San Diego County Division to address the transboundary river flow pollution impacting cities in San Diego and Imperial Counties.

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As a member of the League, I value the policy development process provided to the General Assembly. I appreciate your time on this issue. Please feel free to contact me at (City email) if you have any questions.

Sincerely,

Sam Couchman  
City Council Member  
City of Brawley