

**CITY OF WEST SACRAMENTO
 REGULAR MEETING OF THE WEST SACRAMENTO CITY COUNCIL AND
 WEST SACRAMENTO REDEVELOPMENT SUCCESSOR AGENCY & WEST SACRAMENTO FINANCING AUTHORITY
 MAY 20, 2020 AGENDA**

Christopher L. Cabaldon, Mayor

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

Martha Guerrero, Council Member
 Quirina Orozco, Council Member

Aaron Laurel, City Manager
 Jeffrey Mitchell, City Attorney

7:00 PM Call to Order

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

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

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

GENERAL ADMINISTRATION FUNCTION – PART I

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

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

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

CONSENT AGENDA

2. **ADMINISTRATIVE SERVICES/FINANCE**
CONSIDERATION OF RESOLUTION 20-38 AUTHORIZING THE COLLECTION OF SPECIAL TAX ON THE SECURED TAX ROLL IN THE SAME MANNER AS THE ORDINARY AD VALOREM PROPERTY TAXES FOR EXISTING COMMUNITY FACILITY DISTRICTS FOR AUTHORIZED CAPITAL FACILITY CONSTRUCTION PURPOSES (RAPER)

Comment: The purpose of this action is to collect a special tax associated with Community Facility Districts (CFDs) previously established by the City to fund capital improvements and make debt service payments on outstanding bond debt, and to have these taxes placed on the Yolo County secured property tax bill.
3. **ADMINISTRATIVE SERVICES/FINANCE**
CONSIDERATION OF RESOLUTION 20-39 AUTHORIZING THE COLLECTION OF SPECIAL TAX ON THE SECURED TAX ROLL IN THE SAME MANNER AS THE ORDINARY AD VALOREM PROPERTY TAXES IN ORDER TO PAY FOR CERTAIN MAINTENANCE SERVICES (RAPER)

Comment: The purpose of this action is to collect special tax to pay for certain existing Community Facility District (CFD) maintenance services and to have these taxes placed on the Yolo County secured property tax bill.
4. **ADMINISTRATIVE SERVICES/FINANCE**
CONSIDERATION OF RESOLUTION 20-40 INITIATING THE LEVY OF ANNUAL ASSESSMENTS FOR LANDSCAPING AND LIGHTING DISTRICT NO. 1 (RAPER)

Comment: The objective of this report is to provide sufficient information to Council to adopt Resolution 20-40 initiating the levy of annual assessments for Landscaping and Lighting District #1.
5. **ADMINISTRATIVE SERVICES/FINANCE**
CONSIDERATION OF RESOLUTION 20-41 INITIATING ANNUAL PROCEEDINGS UNDER THE STORM DRAIN MAINTENANCE ACT OF 1937 FOR STORM DRAIN MAINTENANCE DISTRICT NO. 1 (RALEY'S LANDING) (RAPER)

Comment: The objective of this report is to provide sufficient information to Council to adopt Resolution 20-41 initiating annual proceedings under the Storm Drain Maintenance Act of 1937 for Storm Drain Maintenance District # 1, Raley's Landing.
6. **ECONOMIC DEVELOPMENT & HOUSING**
CONSIDERATION OF RESOLUTION 20-28 DECLARING INTENT TO ABANDON A PUBLIC RIGHT-OF-WAY LOCATED AT TOWER BRIDGE GATEWAY (JACOBSON)

Comment: The objective of this report is to obtain City Council authority to initiate the process of vacating a public right-of-way on .092 acres of land located along Tower Bridge Gateway located west and northwest of the Tower Bridge.
7. **POLICE**
CONSIDERATION OF 2020 FIRST QUARTER REPORT ON 21ST CENTURY POLICING (STRANGE)

Comment: The West Sacramento Police Department has implemented policies and protocols and has initiated additional programs and activities to fulfill directives and recommendations set forth through State and Federal initiatives. The purpose of this report is to provide a quarterly update and elicit City Council's input regarding the current and future direction of these efforts.
8. **PUBLIC WORKS**
CONSIDERATION OF AWARD OF A PRE-QUALIFIED VENDOR LIST TO SUPPLY A VARIETY OF AGGREGATE MATERIALS IN SUPPORT OF WATER, SEWER, ROADS, AND STORM DIVISIONS OF PUBLIC WORKS OPERATIONS AND MAINTENANCE (ROBERTS)

Comment: The purpose of this report is to establish a list of pre-qualified vendors that will provide a variety of goods and supplies necessary for the efficient operation of road maintenance activities within the Public Works Operations and Maintenance Department.
9. **PUBLIC WORKS**
CONSIDERATION OF AWARD OF A PRE-QUALIFIED VENDOR LIST TO SUPPLY A VARIETY OF VEHICLE MAINTENANCE AND REPAIR PARTS IN SUPPORT OF CITY FLEET (ROBERTS)

Comment: The purpose of this report is to establish a list of pre-qualified vendors that will provide a variety of goods and supplies necessary for the efficient operation of City vehicles maintained by the Public Works Operations and Maintenance Department.
10. **CITY MANAGER/CITY CLERK**
CONSIDERATION OF APPROVAL OF THE MINUTES OF THE MAY 13, 2020 REGULAR CITY COUNCIL MEETING (ABBAS)

REGULAR AGENDA

11. **CAPITAL PROJECTS & TRANSPORTATION**
CONSIDERATION OF A WORKSHOP ON A 2-YEAR CONTRACT RENEWAL WITH NOMAD TRANSIT LLC FOR CONTINUED OPERATION OF THE WEST SACRAMENTO ON-DEMAND RIDESHARE PROGRAM (LAUREL)
- Comment:** The purpose of this report is to solicit City Council feedback and direction on the proposed 2-year renewal of the contract with NoMad Transit LLC, a wholly owned subsidiary of Via Transportation Inc., to continue the West Sacramento On-Demand Rideshare program through June 30, 2022.
- Recommendation:** Staff respectfully recommends that the City Council:
- 1) Provide feedback on the operational and budget approach proposed by staff to support a 2-year extension of the contract with NoMad Transit LLC to continue operating the West Sacramento On-Demand Rideshare program; and
 - 2) Direct staff to return no later than June 17, 2020, with a final Contract Extension and budget allocation request for City Council's consideration of approval.
12. **CITY MANAGER**
CONSIDERATION OF PROPOSED PARTIAL ROLLOUT OF THE SCHOLARSHIP PROGRAM OF THE WEST SACRAMENTO HOME RUN (BERLIN)
- Comment:** On July 18, 2018, the City Council approved policy definitions, program features and key performance indicators for all Home Run Programs except the scholarship program. The purpose of this report is to request Council consideration of a proposal for the first phase of the scholarship program.
- Recommendation:** Staff respectfully recommends that the Council approve the proposed program features for the first phase of the scholarship program of the West Sacramento Home Run.
13. **CITY MANAGER/HUMAN RESOURCES**
CONSIDERATION OF SECOND READING AND ADOPTION OF ORDINANCE 20-6, AMENDING THE CONTRACT BETWEEN THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM FOR SECTION 20516 – EMPLOYEE COST SHARING FOR MEMBERS OF THE WEST SACRAMENTO FIREFIGHTER'S ASSOCIATION (BERLIN)
- Comment:** The purpose of this report is to seek Council approval of an amendment to the City's contract with the California Public Employees' Retirement System (CalPERS) to provide Section 20516 (Employees cost sharing) for members of the West Sacramento Firefighter's Association.
- Recommendation:** Staff respectfully recommends that the City Council waive the second reading and adopt Ordinance 20-6 authorizing an amendment to the contract between the City Council of the City of West Sacramento and the Board of Administration of the California Public Employees' Retirement System (CalPERS) to provide Section 20516 (Employees cost sharing) for members of the West Sacramento Firefighter's Association.
14. **CITY MANAGER**
UPDATE AND ACTIONS ON CITY'S COVID-19 RESPONSE ACTIONS (LAUREL)
- Comment:** This item provides an update and requests authorization for actions by the City related to mitigating the spread of COVID-19 and to respond to the impacts of those activities on residents, businesses, and the City organization.
- Recommendation:** Staff respectfully recommends that the City Council receive staff's update and provide direction to staff on activities related to COVID-19 mitigation and community impacts.

ADMINISTRATIVE FUNCTION – PART II

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

I, Yashin Abbas, City Clerk, declare under penalty of perjury that the foregoing agenda for the May 20, 2020 regular meeting of the West Sacramento City Council, Redevelopment Successor Agency and Financing Authority was posted May 15, 2020 in the office of the City Clerk, 1110 West Capitol Avenue, West Sacramento, CA and was available for public review.

/s/ Yashin Abbas _____
City Clerk

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

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

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

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

MEETING DATE: May 20, 2020

ITEM # 2

SUBJECT:

CONSIDERATION OF RESOLUTION 20-38 AUTHORIZING THE COLLECTION OF SPECIAL TAX ON THE SECURED ROLL IN THE SAME MANNER AS THE ORDINARY AD VALOREM PROPERTY TAXES FOR EXISTING COMMUNITY FACILITY DISTRICTS FOR AUTHORIZED CAPITAL FACILITY CONSTRUCTION PURPOSES

INITIATED OR REQUESTED BY:
 Council Staff

 Other
REPORT COORDINATED OR PREPARED BY:
 Rebecca Robertson, Senior Finance Analyst
Administrative Services
ATTACHMENT Yes No Information Direction Action
OBJECTIVE

The purpose of this action is to collect a special tax associated with Community Facility Districts (CFDs) previously established by the City to fund capital improvements and make debt service payments on outstanding bond debt, and to have these taxes placed on the Yolo County secured property tax bill.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council adopt Resolution 20-38 authorizing the collection of a special tax and to place these taxes on the secured tax roll to be collected in the same manner as the ordinary *ad valorem* property taxes for existing Community Facility Districts for authorized capital facility construction purposes, and recognize that the collection of taxes will be used to pay outstanding bond debt and other purposes previously authorized by the City.

BACKGROUND

Since the City's incorporation in 1987, the City has formed a number of special financing districts to fund capital improvements which are secured by land-based special taxes. This report deals with 16 "facility" financing districts managed by the City. Under the 1982 "Mello-Roos Act," cities may issue municipal bonds to finance development projects with high capital costs and pay these costs over time by taxing property owners within the established district. If voters in the area have elected to become a Mello-Roos district, they are responsible for the repayment of these bonds through a special tax, imposed annually based on the value of the properties within the district.

Accordingly, the following CFDs were established for the financing of certain capital improvements in and for the District:

Community Facilities District 8
 Community Facilities District 9
 Community Facilities District 10
 Community Facilities District 11
 Community Facilities District 12
 Community Facilities District 14

ANALYSIS

Commencing in fiscal year 2010-2011, the Treasurer-Tax Collector's Office at the County of Yolo has required that all special tax levies placed on the property tax rolls include an authorization approved by the City Council, and specifically identifies that the taxes collected will be used to make payments on outstanding bonded indebtedness and other authorized purposes. The authorization described in Resolution 20-38 outlines the terms of the agreement between the County and the City for collecting the CFDs' levies used to make debt service payments.

The City also manages the placement of special taxes on the property tax rolls associated with "service" CFDs (service CFDs pay for maintenance of improvements once they are constructed), which is being addressed in a separate agenda report also scheduled for May 20, 2020.

Environmental Considerations

Not applicable

Commission Recommendation

Not applicable

Strategic Plan Integration

Adoption of special taxes to finance public facilities helps establish the strong financial base for the City.

Alternatives

While the Council may alternatively delay an action approving the levy of a special tax, the City is bound to levy the special tax on an annual basis pursuant to each bond issuance. The placement of special taxes on the tax roll is necessary to collect these taxes which secure outstanding bonded indebtedness. The respective bond documents for each district commit the City to collect these revenues to make required debt payments.

Coordination and Review

Yolo County has provided a draft resolution and reserved space on the fiscal year 2020-2021 tax roll.

Budget/Cost Impact

Fees for services such as these support a higher level of service than can be supported by general taxes alone. The taxes include a city administrative fee to offset the staff costs of managing the districts.

ATTACHMENTS

1. Resolution 20-38
2. Facility CFD Map (Numeric)

RESOLUTION 20-38

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO
AUTHORIZING THE COLLECTION OF SPECIAL TAX ON THE SECURED TAX ROLL
IN THE SAME MANNER AS THE ORDINARY *AD VALOREM* PROPERTY TAXES FOR
EXISTING ASSESSMENT DISTRICTS AND COMMUNITY FACILITY DISTRICTS FOR
AUTHORIZED CAPITAL FACILITY CONSTRUCTION PURPOSES**

WHEREAS, the City of West Sacramento (hereinafter "City) requests the County of Yolo collect on the County tax rolls certain charges which have been imposed pursuant to section 53340 of Government Code of the State of California by the City for the following Districts:

Community Facilities District 8
Community Facilities District 9
Community Facilities District 10
Community Facilities District 11
Community Facilities District 12
Community Facilities District 14
Community Facilities District 15
Community Facilities District 16
Community Facilities District 17
Community Facilities District 18
Community Facilities District 19
Community Facilities District 20
Community Facilities District 21
Community Facilities District 23
Community Facilities District 24
Community Facilities District 27
Community Facilities District 29

and;

WHEREAS, the County has required as a condition of the collection of said charges that the City warrant the legality of said charges and defend and indemnify the County from any challenge to the legality thereof.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby authorize, as follows:

1. The Auditor-Controller of Yolo County is requested to attach for collection on the County tax rolls those taxes, assessments, fees and/or charges, described in the recitals above.

2. The City warrants and represents that the taxes, assessments, fees and/or charges imposed by the City and being requested to be collected by Yolo County comply with all requirements of State law, including but not limited to Articles XIII C and XIII D of the California Constitution (Proposition 218).

3. The City agrees to and shall defend, indemnify and hold harmless the County, its officers, agents and employees (the "Indemnified Parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by County of any of City's said taxes, assessments, fees and/or charges requested to be collected by County for City, or in any manner arising out of City's establishment and imposition of said taxes, assessments, fees and/or charges. City agrees that, in the event a judgment is entered in a court of law against any of the Indemnified Parties as a result of the collection of one of City's taxes, assessments, fees and/or charges, the County may offset the amount of the judgment from any other monies collected by County on behalf of City, including property taxes.

4. The City agrees that its officers, agents and employees will cooperate with the County in answering questions referred to City by County from any person concerning the City's taxes, assessments, fees and/or charges, and that City will not refer such persons to County officers and employees for response.

5. The City agrees to pay such reasonable and ordinary charges as the County may prescribe to recoup its costs in placing on the tax rolls and collecting the taxes, assessments, fees and/or charges, as provided by Government Code sections 29304 and 51800.

PASSED AND ADOPTED by the West Sacramento City Council, this 20th day of May, 2020, by the following vote:

AYES:

NOES:

ABSENT:

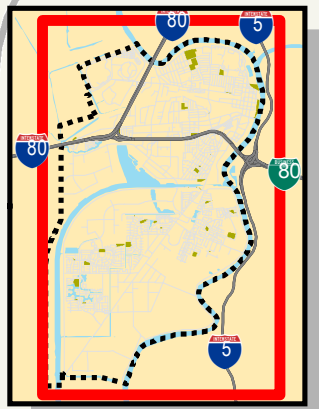
Christopher L. Cabaldon, Mayor

ATTEST:

Yashin Abbas, City Clerk


City of West Sacramento Community "Facility" Districts 2013

CFD Numeric Districts



- | | |
|-----------------------------|--------------------------------|
| 6 Riverpoint | 17 Marshall Crossing & Parella |
| 8 Southport Industrial Park | 18 Southport Gateway unit 4 |
| 9 Staple Project | 19 River Ranch |
| 10 (Bridgeway Island??) | 20 Bridgeway Lakes II |
| 11 (Stonegate??) | 21 Palin Ranch Construction |
| 12 Raley's Field | 23 Triangle Area |
| 14 Newport Estates | 24 Bridgeway Lake North |
| 15 Pheasant Hollow | 26 Yarbrough |
| 16 Bridgeway Lakes | 27 Bridge District |

1:30000 1 in = 0.47 miles

MEETING DATE: May 20, 2020		ITEM # 3	
SUBJECT:			
	CONSIDERATION OF RESOLUTION 20-39 AUTHORIZING THE COLLECTION OF SPECIAL TAX ON THE SECURED TAX ROLL IN THE SAME MANNER AS THE ORDINARY AD VALOREM PROPERTY TAXES IN ORDER TO PAY FOR CERTAIN MAINTENANCE SERVICES		
INITIATED OR REQUESTED BY:		REPORT COORDINATED OR PREPARED BY:	
<input type="checkbox"/> Council <input checked="" type="checkbox"/> Staff <input type="checkbox"/> Other		Rebecca Robertson, Senior Finance Analyst Administrative Services	
ATTACHMENT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Information <input type="checkbox"/> Direction <input checked="" type="checkbox"/> Action			

OBJECTIVE

The purpose of this action is to collect special tax to pay for certain existing Community Facility District (CFD) maintenance services and to have these taxes placed on the Yolo County secured property tax bill.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council adopt Resolution 20-39 authorizing the collection of special tax to pay for certain Community Facility District services on the secured tax roll in the same manner as the ordinary *ad valorem* property taxes.

BACKGROUND

Since the City's incorporation in 1987, all tentative subdivision maps in Southport contain, as a condition of approval, mitigation measures for maintaining street landscaping and lighting. The following language in The Classics Vesting Tentative Subdivision Map # 4319, dated November 20, 1997, is typical:

17. Prior to or concurrent with the recording of a small lot final map, a Community Facilities District Special Tax shall be authorized for the purpose of and at an amount sufficient to maintain and operate street lighting and street landscaping. To the extent provided by law, this condition shall be binding on all successive property owners.

Accordingly, the following CFDs were established for the financing of certain maintenance services in and for the District:

- Community Facilities District A (Gateway)
- Community Facilities District B (Newport Estates)
- Community Facilities District C (Bridgeway Island)
- Community Facilities District D (Southport Industrial Park)
- Community Facilities District E (The Classics)
- Community Facilities District F (Pheasant Hollow)
- Community Facilities District G (Gateway Unit IV)
- Community Facilities District H (Bridgeway Lakes)
- Community Facilities District I (River Ranch)
- Community Facilities District J (Parella)
- Community Facilities District M (The Rivers)
- Community Facilities District N (Parlin)
- Community Facilities District O (Linden South)
- Community Facilities District P (Ironworks)
- Community Facilities District R (Bridge District)
- Community Facilities District S (Port Towne)

The City determines the annual maintenance costs for each service district for the fiscal year. Next, the City prepares a list of the parcels subject to the special tax using the records of the County Assessor and other records of the City. The maximum annual special tax per unit has a 4-percent escalation factor each year starting with the base year (year in which the district was formed). Next, the City determines the special tax revenues available by taxing each final unit parcel up to 100 percent of the maximum annual special tax rate. The City requests the County of Yolo to collect on the County property tax rolls the special taxes levied on each parcel by the respective service district.

ANALYSIS

Commencing in fiscal year 2009-2010, the Treasurer-Tax Collector's Office at the County of Yolo has required that all special tax levies placed on the property tax rolls include an authorization approved by the City Council. The authorization outlines the terms of the agreement between the County and the City for collecting the CFDs' service charges.

The City also manages the placement of taxes on the property tax rolls associated with "facility" CFDs (facility CFDs pay for construction of capital facility improvements which are usually funded by the issuance of bonds), which is being addressed in a separate agenda report also scheduled for May 20, 2020.

Environmental Considerations

Not applicable

Commission Recommendation

Not applicable

Strategic Plan Integration

Adoption of special taxes and fees for service help establish the strong financial base necessary to provide quality services.

Alternatives

Not applicable

Coordination and Review

Yolo County has provided a draft resolution and reserved space on the fiscal year 2020-2021 tax roll.

Budget/Cost Impact

Fees for services such as these support a higher level of service than can be supported by general taxes alone. All annual maintenance services are fully supported by the special tax.

ATTACHMENTS

1. Resolution 20-39
2. Maintenance Services CFD Map

RESOLUTION 20-39**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO
AUTHORIZING THE COLLECTION OF SPECIAL TAX ON THE SECURED TAX ROLL
IN THE SAME MANNER AS THE ORDINARY AD VALOREM PROPERTY TAXES IN
ORDER TO PAY FOR CERTAIN MAINTENANCE SERVICES**

WHEREAS, the City of West Sacramento (hereinafter "City") requests the County of Yolo collect on the County tax rolls certain charges which have been imposed pursuant to Section 53340 of Government Code of the State of California by the City for the following Districts:

Community Facilities District A (Gateway)
 Community Facilities District B (Newport Estates)
 Community Facilities District C (Bridgeway Island)
 Community Facilities District D (Southport Industrial Park)
 Community Facilities District E (The Classics)
 Community Facilities District F (Pheasant Hollow)
 Community Facilities District G (Gateway Unit IV)
 Community Facilities District H (Bridgeway Lakes)
 Community Facilities District I (River Ranch)
 Community Facilities District J (Parella)
 Community Facilities District M (The Rivers)
 Community Facilities District N (Parlin)
 Community Facilities District O (Linden South)
 Community Facilities District P (Ironworks)
 Community Facilities District R (Bridge District)
 Community Facilities District S (Port Towne)

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

1. The special tax shall be collected on the secured real property tax roll in the same manner as ordinary *ad valorem* taxes are collected. The special tax shall have the same lien priority and be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for *ad valorem* taxes. In addition, the provisions of Section 53356.1 of the Act shall apply to delinquent special tax payments. The Director of Administrative Services is authorized and directed to provide all necessary information to the Treasurer-Tax Collector of Yolo County and to otherwise take all actions necessary in order to effect proper billing and collection of the special tax, so that the special tax is levied and collected in sufficient amounts and at times necessary to satisfy the financial obligations of the District in each fiscal year.

2. The City agrees, upon reasonable written notice by Yolo County of any claim or challenge, to defend with counsel of its choice, indemnify and hold harmless Yolo County, its Board of Supervisors, officers, officials, agents and employees (collectively "the County") against the payment of any liabilities, losses, costs and expenses, including attorneys' fees and court costs, not due to the County's own negligence or willful misconduct, which the County may incur in the exercise and performance of its powers and duties in placing these assessments onto the County roll and tax bills for the City.

3. The City agrees to pay such reasonable and ordinary charges as the County may prescribe to recoup its costs in placing on the tax rolls and collecting the taxes, assessments, fees and/or charges, as provided by the Government Code sections 29304 and 51800.

4. The City warrants and represents that the taxes, assessments, fees and/or charges imposed by the City and being requested to be collected by Yolo County comply with all requirements of State law, including but not limited to Articles XIIC and XIID of the California Constitution (Proposition 218).

PASSED AND ADOPTED by the West Sacramento City Council, this 20th day of May, 2020, by the following vote:

AYES:

NOES:

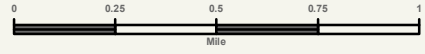
ABSENT:

Christopher L. Cabaldon, Mayor

ATTEST:

Yashin Abbas, City Clerk

Services Community "Maintenance" Facility Districts - 2015



CFD Alpha Districts

Westwind Estates

- A. Sierra St
- B. Glenn Ct
- C. Sand Ct
- D. Sand Pl
- E. Fine Sand Ct
- F. Glenn St
- G. Rough Sand Ct

Ironworks

- A. Gallium Ct
- B. Dolomite Ct
- C. Pearlite Ct
- D. Ore Ct
- E. Krypton Ct
- F. Alloy Ct
- G. Carbon Ct
- H. Ferrite Ln
- I. Platinum Ln
- J. Steel Ln
- K. Titanium Ln
- L. Ironworks Ave
- M. Sinter Ln
- N. Metal Ln
- O. Gold Ln
- P. Copper Ln
- Q. Bronze Ln
- R. Boron Ct
- S. Brass Ct
- T. Cadmium Ct
- U. Forge Ct
- V. Tantalum Ct
- W. Silicon Ct
- X. Bauxite Ct
- Y. Zinc Ct
- Z. Cobalt Ln
- 1. Argon Ln
- 2. Graphite Ln
- 3. Tin Ln
- 4. Chromium Ln

	CFD A -- Gateway Services		CFD H Tier 4 -- Bridgeway Lakes I Services
	CFD B -- Newport Estates Services		CFD I -- River Ranch Services
	CFD C -- Bridgeway Island Services		CFD J -- Parella Services
	CFD D -- Southport Ind. Park		CFD M Tier 1 -- The Rivers Services
	CFD E -- The Classics Services		CFD M Tier 2 -- The Rivers Services
	CFD F -- Pheasant Hollow Services		CFD N Tier 1 -- Parlin Ranch Services
	CFD G -- Gateway, Unit 4 Services		CFD N Tier 2 -- Parlin Ranch Services
	CFD H Tier 1 -- Bridgeway Lakes I Services		CFD O -- Linden South Services
	CFD H Tier 2 -- Bridgeway Lakes I Services		CFD P -- Ironworks Services
	CFD H Tier 3 -- Bridgeway Lakes I Services		CFD R -- Bridge District Services

1:30,000 1 in = 0.47 miles



MEETING DATE: May 20, 2020

ITEM # 4

SUBJECT:

CONSIDERATION OF RESOLUTION 20-40 INITIATING THE LEVY OF ANNUAL ASSESSMENTS FOR LANDSCAPING AND LIGHTING DISTRICT NO. 1

INITIATED OR REQUESTED BY:

[] Council [X] Staff

[] Other

REPORT COORDINATED OR PREPARED BY:Rebecca Robertson, Senior Finance Analyst
Administrative Services

ATTACHMENT [X] Yes [] No

[] Information

[] Direction

[X] Action

OBJECTIVE

The objective of this report is to provide sufficient information to Council to adopt Resolution 20-40 initiating the levy of annual assessments for Landscaping and Lighting District #1.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council adopt Resolution 20-40, a Resolution of Intention initiating the levy of annual assessments for the Landscaping and Lighting District No. 1 and establish the date of June 3, 2020 for a public hearing under the Landscaping and Lighting Act of 1972.

BACKGROUND

State law provides for an annual proceeding prior to levying an ongoing assessment. The recommended action is the first step in this process. Because staff is not proposing an increase in assessments, this action does not trigger voter approval under Proposition 218.

Each year, the City levies assessments to pay for maintenance services and is required to take specific actions prior to transmitting the assessment to the Yolo County Assessor for inclusion on property owner tax bills.

On June 17, 1987, the City Council adopted Resolution 87-102 approving the formation of West Sacramento Lighting and Landscaping District No. 1 ("the District"), pursuant to the Landscaping and Lighting Act of 1972 ("the 1972 Act"). On April 1989, the City Council approved an amendment to the District that included: 1) an annexation of additional parcels into the S2 (Street Lighting) benefit zone, and 2) an annexation of additional parcels into Zone L1 (Landscaping).

The District provides street lighting and street landscaping maintenance services for property within the City of West Sacramento. It is divided into six zones, which includes the original district and subsequent annexations noted above. Each zone is comprised of the group of parcels that enjoys similar degrees of benefit from the service covered by the zone. Each parcel within the various zones is assessed its proportionate share of the cost of providing the service. The proportionate benefit and assessment is calculated in a benefit unit appropriate to the zone, depending on the type of service provided. The services provided and the unit of benefit for each zone in the district are shown below:

<u>Zone</u>	<u>Service</u>	<u>Unit of Benefit</u>	<u>Land Use Type</u>
S1	Street Lighting	Per Parcel	Residential
S2	Street Lighting	Front Footage	Industrial
LS1	Street Lighting & Maintenance	Front Footage	Commercial
L1	Maintenance	Parcel Acreage	Industrial
L2	Maintenance	Per Parcel	Residential
LSP2	Street Lighting & Maintenance	Per Parcel	Residential/Commercial

Because each zone represents a different level of service and/or a different unit of benefit, each has a different fee. Fees are set each year by the City Council and are collected by Yolo County on the regular property tax bill.

ANALYSIS

The 1972 Act District was formed prior to enactment of Proposition 218 ("Prop 218"); an initiative approved by the voters in 1996 that imposed requirements on the manner in which local governments could raise taxes. For instance, any proposed increase in the rate for this District would be subject to super-majority approval by the voters pursuant to Prop 218. Hence, the City has chosen not to increase the rate for 2020-2021, as has been

the case in previous years. The total assessment can change from year to year based on changes in parcelization within the District, an assessment factor that is described below, but the rate remains the same.

The 1972 Act requires that the City Council undertake annual proceedings for each fiscal year during which an assessment is to be levied and collected with the District. A report describing the manner in which the assessments are established is provided prior to a public hearing so that property owners may review and comment on the proposed assessment for the next fiscal year.

The City of West Sacramento Landscaping and Street Lighting District No. 1 Report for 2020-2021 is included as an attachment to this report and is referenced in Resolution 20-40. The report describes the method of assessment, budget, and rate schedule for the District for 2020-2021.

There are two steps in determining the appropriate fee:

1. Service costs must be allocated to each zone. Maintenance costs are allocated on a time and materials basis. Street lighting costs are allocated by the style of light and by the number of lights in each zone.
2. Zone costs are allocated to each property owner. On January 11, 1989, Council approved the following methods of allocation:
 - Residential Lighting & Maintenance - per parcel
 - Commercial Lighting & Maintenance - front footage
 - Industrial Maintenance - parcel area (acreage)
 - Industrial Lighting - front footage

Accordingly, the report for 2020-2021 incorporates these two steps in determining the diagram and assessments for 2020-2021. It consists of three parts: (i) a narrative, (ii) a proposed budget, and (iii) a rate schedule.

The proposed budget for the District in 2020-2021 is \$876,131. Because of the limitation on the ability to increase rates, budget increases for the District must also be offset by some amount of General Fund subsidy. The assessment for 2020-2021 is projected to generate revenues of \$398,573. Therefore, the subsidy from the City's general fund is projected to be \$477,558.

Resolution 20-40 preliminarily accepts the Report for 2020-2021 and sets a public hearing for Wednesday, June 3, 2020.

Environmental Considerations

Not applicable

Commission Recommendation

Not applicable

Strategic Plan Integration

The City has a Strategic Plan goal to achieve a *Financially Sound City Government*. Ongoing management of existing financing districts is a critical tool available to the Administrative Services Department to achieve this goal.

Alternatives

As an alternative to the proposed action, the City Council may choose to continue this item and or modify the date for the proposed public hearing. The deadline for submitting the levy to the County for inclusion on the 2020-2021 tax roll is August 10, 2020, and holding a public hearing is a requirement for submitting the levy. If Council selects to continue this item or set a different date for public hearing, a special meeting would be required.

Coordination and Review

Not applicable.

Budget/Cost Impact

Fees for services such as these support a higher level of service than can be supported by general taxes alone. In fiscal year 2020-2021, a projected contribution of \$477,558 from the General Fund is required to maintain this service. This amount is included in the budget adopted by Council on June 19, 2019.

ATTACHMENTS

1. Resolution 20-40
2. Report for 2020-2021

RESOLUTION 20-40

A RESOLUTION OF INTENTION OF THE CITY OF WEST SACRAMENTO INITIATING THE LEVY OF ANNUAL ASSESSMENTS FOR LANDSCAPING AND LIGHTING DISTRICT NO. 1

WHEREAS, the City Council (the "Council") of the City of West Sacramento (the "City") adopted Resolution 87-102 on June 17, 1987, ordering the formation of the City of West Sacramento Landscaping and Lighting District No. 1 (the "Assessment District") pursuant to the Landscaping and Lighting Act of 1972, being California Streets and Highways Code sections 22500 *et seq.*, (the "Act"); and

WHEREAS, the Act requires the Council to undertake proceedings annually for any fiscal year during which an assessment is to be levied and collected within an existing Assessment District; and

WHEREAS, pursuant to Resolution 92-45, adopted on June 10, 1992, the Council has appointed the Director of Administrative Services as Engineer for the Assessment District for purposes of the annual proceedings; and

WHEREAS, the Director of Administrative Services has prepared and filed with the City Clerk a report for assessments to be levied in fiscal year 2020-2021 in accordance with the Act.

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

Section 1. Recitals. The foregoing recitals are true and correct, and this Council so finds and determines.

Section 2. Approval of Report for 2020-2021. This Council hereby approves the Report for 2019-2020 as filed.

Section 3. Declaration of Intention. This Council hereby declares its intention to levy and collect assessments in the City of West Sacramento Landscaping and Lighting District No. 1 for fiscal year 2020-2021.

Section 4. Description of Improvements. The improvements proposed to be financed by the Assessment District are the maintenance and servicing public lighting facilities, and streets.

Section 5. Location of District. The City of West Sacramento Landscaping and Lighting District No. 1 encompasses parcels throughout the City.

Section 6. Reference to Report for Particulars. A full and detailed description of the improvements, the boundaries of the Assessment District and the six zones of benefit, and the proposed assessments upon assessable lots and parcels of land within the district is set forth in the Report for 2020-2021. The Report recommends no change in assessments and is on file in the office of the Director of Administrative Services, 1110 West Capitol Avenue, West Sacramento, CA 95691, and is available for review by any interested member of the public during normal business hours.

Section 7. Notice of Public Hearing. On Wednesday, June 3, 2020, 7:30 p.m., at the City Council Chambers, 1110 West Capitol Avenue, West Sacramento, California, the City Council shall hold a public hearing on the levy of the proposed assessment.

Section 8. Publication of Notice. The City Clerk is directed to give notice of the public hearing by publishing notice of the public hearing in accordance with normal City practice.

PASSED AND ADOPTED by the West Sacramento City Council this 20th day of May 2020, by the following vote:

AYES:
NOES:
ABSENT:

Christopher L. Cabaldon, Mayor

ATTEST:

Yashin Abbas, City Clerk

CITY OF WEST SACRAMENTO
LANDSCAPING AND STREET LIGHTING
DISTRICT #1
REPORT FOR 2020-2021

By
REBECCA ROBERTSON
SENIOR FINANCE ANALYST

INTRODUCTION

The West Sacramento Landscaping and Lighting District #1 provides street lighting and/or landscape maintenance construction and operation services for property within the City of West Sacramento. Previously these services were provided by the former East Yolo Community Services District and Yolo County, California, under the following assessment districts and service area:

Elkhorn Village Lighting District
Westfield Village Lighting Maintenance District
Oaks Lighting District
Arlington Oaks Lighting Maintenance District
West Capitol Avenue Landscaping Assessment District
Yolo County Service area #4 (portion including Touchstone CSA, & Port Center CSA)
Port of Sacramento Industrial Park Landscaping Assessment District (proposed, not active in 1986-87)

In 1989, the district was amended by the City to provide an equitable assessment to each parcel for the landscaping and street lighting benefit. Several zones were consolidated so that parcels that were more or less similarly benefited were grouped together and assessed by the same method of apportionment. All zones were analyzed in terms of the current land uses and how they may affect the way parcels benefit, how the particular improvement benefits each parcel and how the parcel dimensions affect the way individual parcels may benefit. Later development in the northeast section of West Sacramento created a need for two new assessment areas, which were established in May 1989. The two new assessment areas added were the S-1 Residential Street Lighting Zones, and the S-2 Industrial Street Lighting Zones. Maps of the L&L No. 1 zones are included as Exhibit "A". It should be noted that the District was formed without an annual Construction Cost Index (CCI) escalator, and therefore costs still reflect those included at the time of formation in 1989.

EXPLANATION OF ZONES

The West Sacramento Landscaping and Lighting District #1 is divided into six zones. Each zone is comprised of the group of parcels that enjoy similar degrees of benefit from the service covered by the zone. Each parcel within the various zones is assessed its proportionate share of the cost of providing the service. The proportionate benefit and assessment is calculated in a benefit unit appropriate to the zone depending on the type of service provided. The services provided and the unit of benefit for each zone in the district is shown below:

<u>Zone</u>	<u>Service</u>	<u>Unit of Benefit</u>	<u>Land Use Type</u>
S1	Street Lighting	Per Parcel	Residential
S2	Street Lighting	Front Footage	Industrial
LS1	Street Lighting & Maintenance	Front Footage	Commercial
L1	Maintenance	Parcel Acreage	Industrial
L2	Maintenance	Per Parcel	Residential
LSP2	Street Lighting & Maintenance	Per Parcel	Residential/ Commercial

METHODS OF APPORTIONMENT

As can be seen in the above table, there are many methods of benefit which can be used as a base of assessment. The units of benefit can vary from zone to zone due to the variety of land uses, parcel dimensions and benefits derived.

DESCRIPTION

Each zone is described in terms of the method of assessment used to assess the parcels in the zone. Previous reports determine which method of apportionment to be used. These methods are briefly described as follows:

ZONE S1: The first zone is a street lighting zone located in the residential region of the City of West Sacramento. The parcels are more or less of similar size and the street lighting diagrams indicate the streetlights are dispersed rather evenly through the zone. The method of assessment is per parcel.

ZONE S2: Zone 2 is a street lighting zone in an industrial region. It is comprised of parcels of quite different dimensions and acreages. This variety of shapes and sizes indicates that the front footages of the parcels also vary proportionally. This zone is assessed by front footage.

ZONE LS1: The street lighting and maintenance Zone 1 is a commercial zone of the City of West Sacramento in which all parcels benefited by the street lighting are also benefited by the landscaping. The zone is assessed on a front footage basis.

ZONE L1: This maintenance zone is located in the industrial region of the City. It is comprised of parcels of various dimensions and acreages. The method of assessment is parcel acreage.

ZONE L2: Zone L2 is a maintenance zone located in the residential regions of the City. Like Zone S1, the parcels are of uniform size and shape and are best assessed on a Per Parcel basis.

ZONE LSP2: This zone is located in the Washington Neighborhood/Raley's Landing area. This area receives street lighting and maintenance services. Fees are assessed on a per parcel basis.

ASSESSMENT ROLL

An assessment roll is on file with the City of West Sacramento, California, and is a part of this report whether or not attached.

IMPROVEMENT PLANS

A set of plans showing lighting and maintenance improvements that are operated and maintained by the West Sacramento Landscaping and Lighting District #1 is on file with the City of West Sacramento, California, and is part of this report whether or not attached.

	Method of Cost Spread/Notes							Total
		S1	S2	LS1	L1	L2	LSP2	
UTILITIES								
City Water	a	\$ 6,017	\$ 281	\$ 19,456	\$ 75,199	\$ 15,171	\$ -	\$ 116,125
PG & E	b	306,177	85,846	69,301	-	-	-	461,324
MAINTENANCE								
City Maintenance	c	6,890	-	61,215	143,630	53,265	10,000	275,000
PROFESSTIONAL SERVICES								
Yolo County	d	4,005	169	54	90	682	-	5,000
City Administration	d	4,806	203	64	109	818	-	6,000
Flood Assessments	d	10,158	430	136	229	1,729	-	12,682
TOTAL		\$ 338,053	\$ 86,929	\$ 150,226	\$ 219,258	\$ 71,665	\$ 10,000	\$ 876,131

Notes:

- (a) Location of Water Meter
- (b) Location of Light Pole and/or Electric Meter
- (c) Location of Labor and Materials
- (d) Number of Parcels

2020-2021 RATE SCHEDULE

Zone	Primary Type of Benefit	Benefit Basis	Benefit Units	Current Rate	Revenues		Excess Cost (1)	Proposed Rate	% Rate Change
					based on Current Rate	Budgeted Cost Total			
S-1	Lighting	Per Parcel	7,613	\$ 25.92	\$ 197,329	\$ 338,053	\$ (140,724)	\$ 25.92	0%
S-2	Lighting	Front Foot	126,102	0.44	\$ 55,485	\$ 86,929	\$ (31,444)	0.44	0%
LS-1	Lighting & Maintenance	Front Foot	17,230	2.58	\$ 44,453	\$ 150,226	\$ (105,773)	2.58	0%
L-1	Maintenance	Parcel Area	849	79.54	\$ 67,498	\$ 219,258	\$ (151,760)	79.54	0%
L-2	Maintenance	Per Parcel	1,296	18.37	\$ 23,808	\$ 71,665	\$ (47,858)	18.37	0%
LSP-2	Lighting & Maintenance	Per Parcel	10	1,000.00	\$ 10,000	\$ 10,000	\$ -	1,000.00	0%
TOTAL					\$ 398,573	\$ 876,131	\$ (477,558)		

(1) Budgeted costs in excess of assessments are funded from the General Fund.

MEETING DATE: May 20, 2020

ITEM # 5

SUBJECT:

CONSIDERATION OF RESOLUTION 20-41 INITIATING ANNUAL PROCEEDINGS UNDER THE STORM DRAIN MAINTENANCE ACT OF 1937 FOR STORM DRAIN MAINTENANCE DISTRICT NO. 1 (RALEY'S LANDING)

INITIATED OR REQUESTED BY:

[] Council [X] Staff

[] Other

REPORT COORDINATED OR PREPARED BY:Rebecca Robertson, Senior Finance Analyst
Administrative Services

ATTACHMENT	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Information	<input type="checkbox"/> Direction	<input checked="" type="checkbox"/> Action
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OBJECTIVE

The objective of this report is to provide sufficient information to Council to adopt Resolution 20-41 initiating annual proceedings under the Storm Drain Maintenance Act of 1937 for Storm Drain Maintenance District No. 1, Raley's Landing.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council adopt Resolution 20-41 initiating annual proceedings and establishing the date for a public hearing to be conducted under the Storm Drain Maintenance District Act of 1937 (the "1937 Act") for Storm Drain Maintenance District No. 1 (Raley's Landing).

BACKGROUND

State law provides for an annual proceeding prior to levying an ongoing assessment; and the recommended action is the first step in this process. Because staff is not proposing an increase in assessment, this action does not trigger voter approval under Proposition 218.

All property inside the City is provided storm drainage services by one of four Reclamation Districts, including Reclamation Districts 900 and 537, and the Lighthouse Marina and Raley's Landing storm drain maintenance districts. Only one of these districts was formed under the 1937 Act, which includes approximately 79.66 acres within the "Raley's Landing" subarea of the Washington Neighborhood. The Raley's Landing Storm Drain Maintenance District No. 1 (the District), has provided this service for many years via a special assessment district.

Storm drain facilities were first constructed in Raley's Landing in 1964 to collect storm water runoff, convey it to a point adjacent to the Sacramento River levee, and pump it into the river. In 1989, the pumping facility was rebuilt as part of the Raley's Landing Assessment District and financed by the Raley's Landing Limited Obligation Improvement Bonds (these bonds were completely repaid in December 2013). In order to pay for ongoing maintenance of the facilities, the City formed the District pursuant to Resolution 89-62. These assessments are continued on an annual basis in order to continue required maintenance. The fees for this service are set each year by the City Council and are collected by Yolo County on the regular property tax bill.

ANALYSIS

The District was formed prior to the enactment of Proposition 218 ("Prop 218"), an initiative approved by voters in 1996 that imposed requirements on the manner in which local governments could raise taxes. For instance, any proposed increases in the rate for the District would be subject to approval by the voters pursuant to Prop 218, hence the City has chosen not to increase the rate for 2020-2021, as has been the case in previous years.

The City of West Sacramento Storm Drainage Maintenance District No. 1 Assessment Report for 2020-2021 is included as an attachment to this report and referenced in Resolution 20-41. The report describes the method of assessment, budget, and rate schedule for the District for 2020-2021.

The total proposed budget for the District in 2020-21 is \$619,517. Because of the limitation on the ability to increase rates, budget increases for this District must be offset by some amount of subsidy if budgeted costs exceed assessment revenues. The expected assessment revenue for 2020-2021 is \$12,193 and the expenditure budget will be subsidized from waste hauler franchise fee revenues as has been the case in previous years.

Since this District has only one zone of benefit, total operating costs need only be allocated to each benefiting property owner on a fair and equitable basis. The nexus basis for the assessment is the benefit per acre within the District boundaries, a rate that is currently set at \$144.11 per acre.

The Report for 2020-2021, showing the nexus between benefit and property assessment, consists of three parts: (i) a narrative, (ii) a proposed budget, and (iii) a rate schedule.

The 1937 Act requires that the City Council hold a public hearing prior to the imposition of the assessment. Resolution 20-41 preliminarily accepts the Report for 2020-2021 and sets a public hearing for Wednesday, June 3, 2020.

Environmental Considerations

Not applicable

Commission Recommendation

Not applicable

Strategic Plan Integration

The City has a Strategic Plan goal to achieve a *Financially Sound City Government*. Ongoing management of existing financing districts is a critical tool available to the Administrative Services Department to achieve that goal. Proceeding with the recommended action is consistent with this goal.

Alternatives

As an alternative to the proposed action, the City Council may choose to continue this item and/or modify the date for the proposed public hearing. The deadline for submitting the levy to the County for inclusion on the 2020-21 tax roll is August 10, 2020, and holding a public hearing is a requirement for submitting the levy. If the Council chooses to continue the item or set a different date for the hearing, a special meeting would be necessary.

Coordination and Review

Not applicable

Budget/Cost Impact

Fees for services such as these support a higher level of service that may not be supported by general taxes alone. In fiscal year 2020-2021, a projected contribution of \$607,324 from the Waste Hauler Franchise Fee revenue is required to maintain this service. Total annual Waste Hauler Franchise Fee revenues are projected to be just over \$1,100,000.

ATTACHMENTS

1. Resolution 20-41
2. Report for 2020-2021

RESOLUTION 20-41

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO
INITIATING ANNUAL PROCEEDINGS UNDER THE STORM DRAIN MAINTENANCE ACT
OF 1937 FOR STORM DRAIN MAINTENANCE DISTRICT NO. 1 (RALEY'S LANDING)**

WHEREAS, the City Council has ordered the formation of the City of West Sacramento Storm Drain Maintenance District No. 1 under the Storm Drain Maintenance District Act of 1937 (West Water Code - Appendix §42-1 *et seq.*); and

WHEREAS, the City Council is required to annually confirm the diagram and assessment and file same with the County Auditor pursuant to the Act.

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

1. The City Council hereby appoints the Director of Administrative Services as Engineer of Record for purposes of proceedings under the Act and directs and orders the Engineer to prepare and file the Report for Fiscal Year 2020-2021 in accordance with the Act.

2. The City Council hereby approves the Report for Fiscal Year 2020-2021 as filed by the Director of Administrative Services.

3. A full and detailed description of the improvements, the boundaries of the assessment district and benefit zone, and the proposed assessments upon assessable lots and parcels of land within the district, is set forth in the Report. The Report recommends no change in assessments and is on file in the office of the Director of Administrative Services, 1110 West Capitol Avenue, West Sacramento, California 95691, and is available for review by any interested member of the public during normal business hours.

4. On Wednesday, June 3, 2020 at 7:30 p.m., in the City Council Chambers, 1110 West Capitol Avenue, West Sacramento, California 95691, the City Council shall hold a public hearing on the levy of the proposed assessment.

5. The City Clerk is directed to give notice of the public hearing by publishing notice of the public hearing in accordance with normal City practice.

PASSED AND ADOPTED by the West Sacramento City Council this 20th day of May 2020, by the following vote:

AYES:

NOES:

ABSENT:

Christopher L. Cabaldon, Mayor

ATTEST:

Yashin Abbas, City Clerk

CITY OF WEST SACRAMENTO
STORM DRAINAGE MAINTENANCE
DISTRICT #1
REPORT FOR
FISCAL YEAR 2020-2021

By

REBECCA ROBERTSON
SENIOR FINANCE ANALYST

INTRODUCTION

Most property within the City limits is provided storm drainage services by one of the three Reclamation Districts. One exception is the approximately 85 acres in size storm drain maintenance area in the vicinity of what was formerly referred to as Raley's Landing, now encompassed within the Washington Neighborhood Area Plan. Since 1990, this area has been provided maintenance services via a special assessment district, Storm Drain Maintenance District No. 1 ("the District"). While additional storm drain maintenance districts were anticipated, no others were formed beyond this single district.

Facilities within the District were first constructed in 1964 as part of Reclamation District 811 (no longer in existence) to collect storm water runoff, convey it to a point adjacent to the Sacramento River levee and pump it into the river. In 1989, the pumping facility was rebuilt as part of the Raley's Landing Assessment District (also no longer in existence). These facilities are operated and maintained by the the City of West Sacramento, using revenues collected under the the procedures outlined below.

On May 10, 1989, the City Council adopted Resolution 89-52 which formed the the District pursuant to the Storm Drain Maintenance District Act of 1937, or "the 1937 Act". Each year, the City Council conducts a public hearing to hear objections to the placement of assessments on the next year's tax roll. Following the public hearing, staff submits the tax levy to Yolo County and, and the County collects the assessment on the regular property tax bill.

METHOD OF ASSESSMENT

Parcel acreage assessment is best suited for storm drainage improvements. The improvements themselves are centrally located, but the benefits of the storm drain improvements are spread to all parcels included within the District. This benefit is outlined in the "Diagram of Assessment for Storm Drain Maintenance Area No. 1, a copy of which is on file with the City Clerk. The parcels themselves differ greatly in size and the Parcel acreage method of assessment address the fact that larger parcels will benefit more.

This takes into consideration the fact that the benefit is directly related to parcel size. The greater the parcel size, the more runoff occurs, the greater the assessment.

The parcel acreage can include only the portion of the parcel which falls within the boundaries of the watershed. A parcel which falls in more than one watershed will only be assessed for the acreage in this district.

Thus, the parcel acreage unit of benefit is based on parcel size. The total combined acreage of the parcels within a zone is divided by the cost of the assessment to determine a per-acre cost for the service. This amount is then multiplied by the number of acres or percentage of acre of each individual parcel to determine the amount to be assessed to each parcel. The larger the parcel, the larger the assessment will be.

LIST OF ATTACHMENTS

Assessment Diagram: An assessment diagram referenced to the Yolo County Assessor Parcel Maps is on file with the City of West Sacramento, California, and is part of this report, whether or not attached.

Improvement Plans: A set of plans showing storm drainage improvements of the City of West Sacramento Storm Drainage Maintenance District #1 is on file with the City of West Sacramento, California, and is part of this report, whether not attached.

Assessment Roll: An assessment roll is on file with the City of West Sacramento and is part of this report. Parcels with twelve digits are Yolo County Assessor Parcels numbers, those with nine digits are State Board of Equalization numbers.

2020-2021 BUDGET	
	2020-21 Budgeted Expenses
Personnel Services	\$ 272,908
Small Tools/Instruments	1,300
Utilities	10,500
IT Printing/Copies	48
Maintenance - Equipment	6,500
Maintenance - Structures/Grounds	15,000
Rents/Leases-Equipment	26,000
Postage	100
Ads/Promotions/Notices	5,000
Vehicle Expenses	5,000
Training/Travel/Meals	2,000
Special Department Expense	40,000
Professional Services	32,000
Contribution to Other Agencies	-
Capital Improvement Program	-
General Support/PW Admin Allocation	203,161
Total	\$ 619,517

2020-2021 RATE SCHEDULE							
Benefit Basis	Benefit Units	Budgeted Costs (1)	Rate	2020-21	Prior Year 2019-20		
				Estimated Revenues	Benefit Units	Budgeted Costs	Rate
Parcel Area	84.61	\$ 619,517	\$ 144.11	\$ 12,193	82.82	\$ 618,256	\$ 144.11

(1) Budgeted costs in excess of assessments (estimated revenues) are funded from franchise fee revenues.

It should be noted that the District was formed without an annual Construction Cost Index (CCI) escalator, and therefore costs still reflect those included at the time of formation in 1989. While in past years the budget has been sized to fit this constraint, the current biennial budget for 2019-20 and 2020-21 reflects expenses for ensuring MS4 permit compliance, requiring subsidies from other funds.

MEETING DATE: May 20, 2020

ITEM # 6

SUBJECT:

**CONSIDERATION OF RESOLUTION 20-28 DECLARING INTENT TO ABANDON A
PUBLIC RIGHT-OF-WAY LOCATED AT TOWER BRIDGE GATEWAY**

INITIATED OR REQUESTED BY:

[] Council [X] Staff

[] Other

REPORT COORDINATED OR PREPARED BY:
 Amber Saiyasit, Administrative Analyst I
Economic Development & Housing Department

ATTACHMENT [X] Yes [] No

[] Information

[] Direction

[X] Action

OBJECTIVE

The objective of this report is to obtain City Council authority to initiate the process of vacating a public right-of-way on .092 acres of land located along Tower Bridge Gateway located west and northwest of the Tower Bridge.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council:

- 1) Adopt Resolution 20-28 (Attachment 1) declaring an intent to abandon a public right-of-way along Tower Bridge Gateway located west and north west of the Tower Bridge; and
- 2) Set the date for public hearing for abandonment for July 15, 2020.

BACKGROUND

On February 4, 2009, the City Council approved a realignment of Tower Bridge Gateway. This realignment included the deconstruction of a former State Highway, State Route 275, that the State of California, in 2000, abandoned and conveyed, in fee, to the City of West Sacramento (City). Remnant portions of the former State Route 275 not necessary for the completion of the realignment project have since been sold to the adjacent property owners or currently remain under City ownership.

ANALYSIS

On May 6, 2019, the City received a letter from an adjacent property owner ("Developer") expressing a desire to purchase a remnant portion of former State Route 275, as known as Tower Bridge Gateway, owned in fee by the City. The purpose of acquisition is to support the development of a mixed-use residential project. The subject property is described and depicted as Exhibit A of Attachment 1. The Developer and the City have since been in active negotiations for the purchase of the subject property and are nearing agreeable terms.

The Developer has requested that the subject property be transferred unencumbered. To satisfy this of draft term, and adhere to the Streets and Highways Code, the City recommends commencing the formal abandonment process in anticipation of the disposition of the subject property. Therefore, staff is requesting that Council adopt Resolution 20-28 declaring an intent to abandon the public right-of-way and set a public hearing date for the formal abandonment of the property. Following the City Council adoption Resolution 20-28, staff anticipates bringing the real estate agreement forward for Council consideration also on July 15th.

Environmental Considerations

The recommended action is not subject to CEQA because it is not an activity that may cause either a direct or reasonably foreseeable indirect physical change in the environment. Provided the City Council adopts Resolution 20-28, staff anticipates bringing forward a formal CEQA action at the July 15th public hearing, to be set by this report's recommended action, at which time staff could be recommending to formally abandon and transfer the subject property to the Developer for the purposes of the River One project.

The modified River One project, which includes the subject property, has been analyzed in an EIR prepared and adopted for the Raley's Landing project (SCH#2005042083) and its addendum. On December 11, 2019, the City Council certified that together these documents may be used to fulfill the environmental review requirements for the proposed River One project and that the project does not trigger subsequent environmental review. Staff anticipates recommending that the City Council make similar findings at the July 15th meeting in conjunction with the expected actions being considered at that meeting.

Commission Recommendation

No Commission action was necessary for this item. However, on November 7, 2019, the Planning Commission considered and approved the design review for the development of the River One project.

Strategic Plan Integration

This item is in support of the Council's Strategic Plan Goal of achieving an alive riverfront and downtown.

Alternatives

As an alternative to the recommended action, Council could choose not to adopt Resolution 20-28. Staff does not recommend this alternative because not approving Resolution 20-28 would delay the purchase and sale of the property, further delaying the development of the project.

Coordination and Review

This item was reviewed by the Economic Development and Housing Department, Building Division, and the Finance Department.

Budget/Cost Impact

The abandonment of the right-of-way will have no fiscal impact to the City.

ATTACHMENT

Resolution 20-28

RESOLUTION 20-28

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF WEST SACRAMENTO DECLARING INTENT TO ABANDON A PUBLIC
RIGHT-OF-WAY ALONG TOWER BRIDGE GATEWAY**

WHEREAS, the City Economic Development and Housing Department is requesting the abandonment of a public right-of-way located west and northwest of Tower Bridge; and

WHEREAS, the public right-of-way described in the staff report is no longer unnecessary for public use; and

NOW, THEREFORE, BE IT RESOLVED, that it is the intention of the City Council of the City of West Sacramento to vacate a portion of property pursuant to the provisions of Chapter 3 of the Public Street, Highway, and Service Easements Law (commencing at Section 8320 of the Streets and Highways Code) described as follows:

See Exhibit A Attached

BE IT FURTHER RESOLVED AND ORDERED, that the proposed vacation is set for hearing at 7:00 p.m., or as soon thereafter as the matter can be heard, on the 15th day of July, 2020, in the City Council Chambers of the City of West Sacramento.

BE IT FINALLY RESOLVED, that a copy of this Resolution shall be posted at least two weeks before the above hearing on the Directory in the Lobby of City Hall, 1110 West Capitol Avenue, West Sacramento, and notices of the hearing shall be published and posted in the matter prescribed by Sections 8322 and 8323 of the Streets and Highways Code.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of West Sacramento on this 20th day of May 2020 by the following vote:

AYES:

NOES:

ABSENT:

Christopher L. Cabaldon, Mayor

ATTEST:

Yashin Abbas, City Clerk

Exhibit A
(Subject Property Legal Description and Plat)

EXHIBIT 'A'

Fee Title Transfer from City

All that certain real property situate in the City of West Sacramento, County of Yolo, State of California, being a portion of the land described in the Grant Deed to the City of West Sacramento dated October 17, 2019 and recorded in Document No. 2019-0025936, Official Records of Yolo County, and being a portion of Swamp Land Survey No. 774, lying within Projected Section 34, Township 9 North, Range 4 East, M.D.M., and being more particularly described as follows:

COMMENCING at a point on the East line of 3rd. Street, from which a 2 1/2" brass disc in a monument well stamped LS 7944 as shown on that certain Record of Survey filed in the office of the County Recorder of Yolo County in Book 2013 of Maps, Pages 68-77, bears South 14°14'52" East, 75.29 feet, said brass disc bears South 54°28'45" West, 817.69 feet from City of West Sacramento Control Monument "A14-01" as shown on that certain Record of Survey filed in the office of the County Recorder of Yolo County in Book 13 of Maps & Surveys, Pages 61-69; thence from said POINT OF COMMENCEMENT, along the West and North lines said lands of the City of West Sacramento the following six courses:

1. North 03°23'22" East, 105.18 feet;
2. Southeasterly along the arc of a non-tangent curve, concave to the Northeast, having a radius of 120.00 feet, the chord of which bears South 40°57'30" East, 9.95 feet;
3. South 71°33'15" East, 37.39 feet;
4. along the arc of a curve to the right, having a radius of 982.02 feet, the chord of which bears South 66°45'49" East, 164.01 feet to a point of reverse curvature;
5. along the arc of a curve to the left, having a radius of 25.00 feet, the chord of which bears South 83°22'09" East, 18.24 feet; and
6. South 70°53'16" East, 37.58 feet to the true POINT OF BEGINNING;

thence leaving said North line, South 08°27'40" West, 49.49 feet; thence South 81°32'20" East, 83.94 feet; thence South 59°02'20" East, 130.51 feet; thence North 30°57'40" East, 10.72 feet to a point on said North line of the lands of the City of West Sacramento; thence along said North line the following three (3) courses:

1. North 59°15'32" West, 192.11 feet;
2. North 19°06'44" East, 10.70 feet; and
3. North 70°53'16" West, 33.41 feet to the POINT OF BEGINNING, containing 0.092 acres, more or less.

See Exhibit 'B' attached hereto and made a part of this description.

End of Description

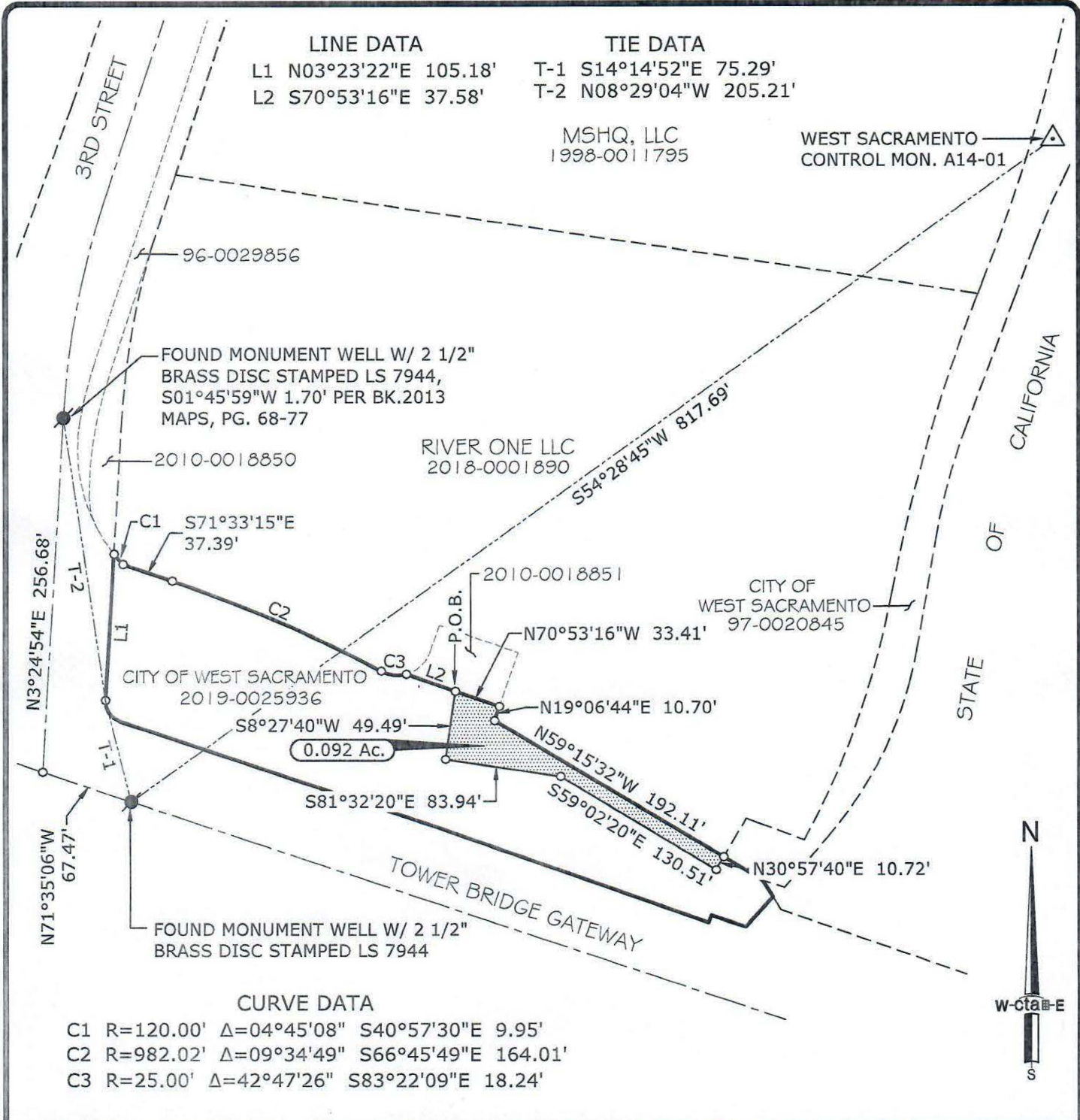
This description has been prepared by me or under my direct supervision.



Kevin A. Heeney, PLS 5914



05/07/2020
Date



LINE DATA
 L1 N03°23'22"E 105.18'
 L2 S70°53'16"E 37.58'

TIE DATA
 T-1 S14°14'52"E 75.29'
 T-2 N08°29'04"W 205.21'

MSHQ, LLC
 1998-0011795

WEST SACRAMENTO
 CONTROL MON. A14-01

FOUND MONUMENT WELL W/ 2 1/2"
 BRASS DISC STAMPED LS 7944,
 S01°45'59"W 1.70' PER BK.2013
 MAPS, PG. 68-77

RIVER ONE LLC
 2018-0001890

C1 S71°33'15"E
 37.39'

2010-0018851

CITY OF
 WEST SACRAMENTO
 97-0020845

CITY OF WEST SACRAMENTO
 2019-0025936

S8°27'40"W 49.49'

0.092 Ac.

N19°06'44"E 10.70'

S81°32'20"E 83.94'

N59°15'32"W 192.11'

N30°57'40"E 10.72'

FOUND MONUMENT WELL W/ 2 1/2"
 BRASS DISC STAMPED LS 7944

CURVE DATA
 C1 R=120.00' Δ=04°45'08" S40°57'30"E 9.95'
 C2 R=982.02' Δ=09°34'49" S66°45'49"E 164.01'
 C3 R=25.00' Δ=42°47'26" S83°22'09"E 18.24'



THE BEARINGS SHOWN HEREON ARE BASED ON THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 13, MAPS & SURVEYS, PAGE 61-69, YOLO COUNTY RECORDS AND ORIGINATE FROM CITY OF WEST SACRAMENTO CONTROL MONUMENTS A14-01 AND B15-02. ALL DISTANCES SHOWN ARE GROUND DISTANCES. TO CONVERT TO GRID DISTANCE MULTIPLY THE DISTANCE BY THE MEAN COMBINATION FACTOR OF 0.99995253.



DATE: 02/07/2020

EXHIBIT 'B'	DATE: 05/06/2020	DRAWN BY: KAH	SHEET 1 OF 1
	SCALE: 1"=100'	JOB NO. 19-143-001	
PLAT TO ACCOMPANY LEGAL DESCRIPTION		CITY OF WEST SACRAMENTO	
West Sacramento Riverfront		FEE TITLE TRANSFER	
cta Engineering & Surveying		BEING A PORTION OF SWAMP LAND SURVEYS NO. 770 & 774	
Civil Engineering ■ Land Surveying ■ Land Planning		CITY OF WEST SACRAMENTO COUNTY OF YOLO STATE OF CALIFORNIA	

MEETING DATE: May 20, 2020

ITEM # 7

SUBJECT:**CONSIDERATION OF 2020 FIRST QUARTER REPORT ON 21ST CENTURY POLICING****INITIATED OR REQUESTED BY:** Council Staff Other**REPORT COORDINATED OR PREPARED BY:**Dawna Jones, Senior Analyst
Police DepartmentATTACHMENT Yes No Information Direction Action**OBJECTIVE**

The West Sacramento Police Department has implemented policies and protocols and has initiated additional programs and activities to fulfill directives and recommendations set forth through State and Federal initiatives. The purpose of this report is to provide a quarterly update and elicit City Council's input regarding the current and future direction of these efforts.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council receive the 2020 first quarter (Q1) report on 21st Century Policing, a City Council 2016 Strategic Plan high priority item, and provide appropriate feedback, if any.

BACKGROUND

The U.S. Department of Justice's (DOJ) publication of the President's Task Force on 21st Century Policing (May 2015) emphasizes the importance of building strong relationships between law enforcement and the communities they serve. The intent of this initiative is to promote transparency, accountability and community engagement in order to develop and maintain public trust. It endorses a series of measures, referred to as "pillars," which outline recommendations for law enforcement agency practices. The Department values its relationship with the public and recognizes that a healthy community-police relationship is a cornerstone of effective public safety services.

On April 20, 2016, Department staff presented information regarding the President's Task Force on 21st Century Policing and California Assembly Bill 953 (AB 953), known as the Racial and Identity Profiling Act of 2015 (RIPA). Per Council request, the Department has been providing quarterly reports on the City's crime data and the statistical data and analysis associated with 21st Century Policing and RIPA requirements. These comprehensive reports have proven to be a beneficial mechanism for informing and soliciting input from Council and the community and directing attention and resources to issues identified during the reporting process.

ANALYSIS

The following overview of Department efforts reflects and exemplifies the desire to align with and exceed many of the recommendations of the 21st Century Policing report.

It should be noted that we as a community are in an unprecedented time and even with COVID-19, we are making every effort to maintain a semblance of normalcy. With this in mind, we have drafted this report to reflect normal operating parameters. There are subtle changes, nuances and inferences to COVID-19 that indicate abrupt changes in the method in which we are administering police services.

Pillar 1 - Building Trust and Legitimacy

Collecting and reporting the data associated with RIPA and overall Department activities will help the Department, City leadership and our community better assess the legitimacy of police activities. Although the State mandate demands that this information be reported to State DOJ, it is important that this information is available and actionable for the Department. To that end, the Department has been working on methods to capture, analyze and display RIPA and other public contact data as a means to evaluate the efficacy of policing efforts.

This report contains the currently accessible data required by RIPA and an overview of the current crime data for Q1. The Department continues to pursue enhanced methods of data capture and analysis to produce the most comprehensive reporting possible given the technological and analytical challenges associated with this endeavor.

RIPA Executive Summary

The Department calculates the racial demography of incidents that result in Field Interviews (FIs), Citations and Arrests within each racial category. The purpose is to watch for fluctuations across the categories and then to analyze for potential correlation or causation for the fluctuation. Although a myriad of societal and community factors and influences will always exist, our goal is to let our analysis inform a critical view of Police Department operations, training and enforcement activities.

Field Interview Cards (FI's) – Despite a decrease in FI's written near the end of Q1 due to COVID-19, the quarter ended 36% higher than last quarter in total number of FI's. When comparing last quarter to this quarter, the most notable category changes were White (increase of 83 FI's), and Hispanic (increase of 51 FI's). The “Percent of Total” calculations remained consistent across all three beats when comparing Q1 to last quarter. (See Attachment 3 for more detailed statistics).

Arrests – The number of arrests, 536, remained consistent with the three-year average during Q1. The Hispanic category decreased by 27 arrests and the Black category decreased by 24 arrests. The rest of the categories remained relatively consistent. The “Percent of Total” calculations in the three beats have remained consistent over the last four quarters. Beat 1 did have a notable decrease of 40 arrests, while Beat 2 had an increase of 24 arrests. (See Attachment 3 for more detailed statistics).

Citations – The racial fluctuation ranges remained consistent over most categories, with the exception of Other/Unknown and Whites, which had 11% and 8% fluctuations respectively, nearly balancing out the difference without impact to other racial categories. There was a decrease of 45 citations in the White category, while all other categories remained fairly consistent with last quarter. (See Attachment 3 for more detailed statistics).

RIPA Compliance Status

The department is currently exploring two avenues for compliance of RIPA data collection. Survey 123, a derivative of Arc GIS, is under construction by City of West Sacramento IT professionals with the possibility of being deployed to patrol as a standalone data collection system. IT is currently working on a version of the system that would replace the current paper FI cards used by Officers. If successfully implemented, the idea would progress to the development of a complete RIPA data collection program.

Additionally, in March of 2020, the department participated in a RIPA data collection demonstration presented by the UC Davis Police Department. UC Davis PD has created their own RIPA data collection program inside Central Square's new upgraded CAD/RMS/Mobile platform. The West Sacramento Police Department is at the beginning stages of contracting for this significant Records Management System upgrade and there is good potential for our Department to create its own integrated RIPA data collection program inside this platform. This program would allow Department personnel to customize the data collection process inside an upgraded version of the system already used by patrol. In the interim, the Department continues to use paper FI cards to collect data as research and development of a digital system continues to move forward.

Crime Executive Summary

Part 1 Crime Totals

The 2020 year to date Part I crime totals were very consistent with the year to date totals for 2016 through 2019. The “Percent of Total” has remained consistent over the last four quarters across the three geographical areas referred to as “police beats”. All three beats experienced a drop in total number of Part 1 crimes as compared to last quarter.

Year to Date 2020 Total Part I Crimes by Type

	Q1-19	Q1-20
Homicide	0	1
Rape	5	7
Robbery	16	18
Aggravated Assault	24	19
Violent Crime	45	45
Burglary	50	53
Larceny Theft	239	243
Motor Vehicle Theft	53	33
Arson	4	9
Property Crime	346	338
Total Part I	391	383

Violent Crime

Violent crime has remained consistent in Q1 as compared to the first quarters of 2018 and 2019. There were notable changes in the “Percent of Total” for Beat 1 and Beat 3 as compared to last quarter. In Beat 1, the “Percent of Total” nearly doubled because last quarter was inexplicably low compared to the quarterly average, while Beat 3 returned closer to the quarterly average after a spike last quarter.

In Q1-20, the city experienced 18 robberies, seven of which resulted in arrests, translating to a 39% arrest rate for the quarter. Of the 19 aggravated assaults occurring in Q1-20, 15 resulted in arrests, equating to a 79% arrest rate. There were also three juveniles arrested for the Homicide that occurred in January.

Property Crime

Beats 1 and 2 had notable decreases in total number of property crimes, with a decrease of 50 in Beat 1 and 56 in Beat 2.

Motor Vehicle Thefts had the biggest change, with a difference of 20 reports (38% decrease). Year to date there have been arrests made for 91 of the 338 property crime reports, equating to a 27% arrest rate.

Compstat

The Department utilizes the Compstat process to analyze data associated with calls for service. This allows the Department to direct enforcement and investigative strategies, anticipate needs of special events and deploy other resources to effect data-driven or intelligence-driven outcomes. These deployments may address quality of life issues, violent or property crimes, or procedural issues. These can be reactive deployments to clusters or trends identified in data analysis or proactive or preventative deployments. As the result of discussions in weekly Department meetings, Compstat “tasks” can be created whereby specific actions are requested by members of the Department.

Through the Compstat process, 15 tasks were created in Q1. One third of these tasks focused on traffic control for various areas of the city, particularly for complaints about delivery drivers driving recklessly and parking illegally. Three tasks addressed public complaints of illegal camping or general nuisance problems on public trails and at City parks, and two tasks were the result of an increase in vehicle burglaries and thefts at specific businesses. The remaining tasks were directed toward patrol for extra patrol requests due to businesses closing as the result of COVID-19.

Traffic Executive Summary

In addition to crime activity, it is important to recognize traffic related statistics as they also affect the daily lives of those who travel throughout the city. The first quarter of 2020 compared to the fourth quarter of 2019 saw a 6% decrease in non-injury collisions while there was a 33% increase in injury collisions during the same time period. The top three primary collision factors of (1) Unsafe speed, (2) Improper turning movement and (3) Auto right of way violation remain consistent as the top three for the city in the past year.

Vehicle broadside collisions were the primary collision type during Q1, which is consistent with the typical primary collision factors. There were no collision hot spots, though there were three collisions at or near Southport Parkway and Lake Washington Blvd, which involved commercial vehicles. In response, enforcement activities were increased in the area. In analyzing the traffic collisions during the Public Health Order time period in the first quarter, March 15th to March 31st, the primary collision factor was unsafe turning movement.

Citation totals for January and February were lower than the previous year, although these totals were increasing when compared to the previous quarter. There was a significant decrease in citation activity in March as a result of COVID-19 related changes to enforcement. DUI and Traffic Enforcement Operations were conducted during this quarter as part of the Department's current OTS Grant, however, most grant related activities have been halted due to COVID-19.

There was one fatal collision during the first quarter of 2020. This collision involved a 13-year-old female on a bicycle who was struck by a vehicle while crossing Jefferson Blvd north of Southport Parkway. Driving under the influence and speed were not factors in the collision though the investigation is ongoing.

TRAFFIC COLLISIONS AND CITATIONS				
	Q4-19	Q1-20	YTD 2019	YTD 2020
Property Damage Only	135	127	142	127
Injury	39	52	38	52
Fatal	1	1	1	1
Collision Totals	175	180	181	180
DUI Related Collisions	12	8	10	8
DUI Arrests	29	25	26	25
Citations	759	702	1341	702

The Traffic Unit received its newly purchased 3D scene scanner to enhance our abilities to investigate collisions and crime scenes. The onsite training of the equipment is pending.

Traffic and parking complaints continued in the Riverside Parkway area associated with Amazon. An adjustment was made to the parking enforcement hours to address nighttime issues in the area and both Traffic and Patrol conducted enforcement activities during those key times. Additionally, Amazon contacted the Police Department and committed to fund overtime enforcement operations in the area to specifically address speeding vehicles. One operation was conducted prior to the suspension of enforcement operations due to COVID-19.

As part of the City of West Sacramento COVID-19 response, the six Traffic Unit radar trailers were deployed at locations throughout the city with COVID-19 related messages displayed on the electronic sign boards.

Pillar 2 - Policy and Oversight

Commission on Accreditation for Law Enforcement Agencies (CALEA)

The Department underwent the second annual remote assessment for CALEA. Assessment of ongoing compliance with accreditation standards took place over three days in January, with 122 standards examined during the process. The CALEA Compliance Services Member worked closely with the Police Support Services Manager to ensure that the files were complete and in compliance with CALEA standards. The process culminated in the department updating two policies to obtain 100% compliance. The Department is currently in year three of the CALEA four-year process and will start into the final year July of 2020. The fourth and final year of the Accreditation Cycle will culminate with a formal on-site inspection, community survey and a commission hearing wherein the Chief and Police Support Services Manager will be asked to present their case for continued agency accreditation.

Risk Management

The Department reviewed 14 policies for update in Q-1 to include the Use of Force policy and the Vehicle Pursuit policy. The policies were reviewed by command staff to ensure that they are reflective of current legislation and Department practices. The policy updates were distributed to all Department staff via briefing training and Lexipol policy acceptance and were accompanied by POST online portal training for vehicle pursuits, hate crime investigation and domestic violence investigation.

Audits were also conducted in key areas of the department. The Property and Evidence unit underwent two audits this quarter; one unannounced audit conducted by the Professional Standards Unit Sergeant of random samples of evidence and an audit conducted by the Lieutenant in charge of Property and Evidence, which examined items pertaining to narcotics, firearms, and money. The announced audit had no findings and all items were found to be booked properly and accounted for. The Lieutenant's audit found all items accounted for, but did list some training issues regarding using the proper packaging type for evidence. The training issues were communicated to patrol for retraining purposes.

An audit was also conducted by the K9 Sergeant on the weights of the training narcotics used for K9 training. All training material weights were determined to be accurate.

The Police Records Unit took part in the triennial California Law Enforcement Telecommunications System (CLETS) audit conducted by the Department of Justice (DOJ). The department was found to be in full compliance with CLETS and DOJ standards.

Pillar 3 - Technology and Social Media

The Department continues to promote the use of social media for community outreach and connection. Facebook, Twitter, Instagram and Nextdoor platforms are used to share community events such as Coffee with a Cop and community meetings. The Department also uses social media to solicit community input, gain assistance through community surveys and missing persons posts, and to share what is happening in the City and Department. In Q1, with the Public Health Order in place, the department began changing social media tactic in a manner that continued to perpetuate connections with the community. One of the more popular posts was the police sponsored coloring contest on social media which elicited 113 submissions. The Department uses data from Zencity to assess its stories and posts that have generated the highest amount of public sentiment discourse and to gauge the efficacy of our community outreach. A summary of the Q1 Zen City findings is included in Attachment 1.

During Q1, the department received 286 West Sacramento Connect submittals. The department responds to each of these concerns within 48 hours of receipt. The submission ranged from concerns regarding homelessness, reporting of suspicious circumstances, traffic and parking complaints and a variety of COVID-19 concerns.

Pillar 4 - Community Policing and Crime Reduction

Community Outreach

The Department was part of two Parent University meetings at Stonegate Elementary School and Bridgeway Island Elementary School talking with parents about parenting in a Digital/Social Media world, and how to best monitor and protect their children in a digital environment. The Community Services Unit hosted a "Coffee with a Cop" event which provided an opportunity for the community to come out and get to know the officers working in their neighborhoods.

Youth Outreach

Officers attended the Yolo County African American Student Leadership Conference at the West Sacramento campus of Sacramento City College, giving officers an opportunity to interact with local African American youth. The Department hosted two Read Across America events at two of the local schools and a Boy Scouts Wolf Den Police Department tour. Due to COVID-19, the Department is now conducting virtual connection over social media, holding weekly coloring contests and weekly Books with Badges segments, which involve an officer reading a children's book.

Homelessness and Community Impacts

The following Q1 data outlines the Department's efforts to address homelessness and its impacts:

- 250 contacts were made with homeless individuals
- 138 intake appointments were conducted
- 25 people were permanently housed
- 43 were aligned with and received County services
- 45 (corona response) motel vouchers were distributed
- 7 individuals received placement in a homeless shelter
- 6 people were assisted with eviction prevention

The Police Department, in conjunction with Parks and Recreation, coordinated 52 illegal camp cleanups. There were 63 additional cleanup activities addressing issues in both public and open spaces resulting in the removal of 401 cubic yards of debris, 246 of which were involving illegal camp cleanup. The Downtown Streets Team volunteered 1,099 hours of assistance with cleanup, resulting in the removal of 68,160 gallons of trash. Additionally, the Team collected 805 hypodermic needles.

West Capitol Avenue Active and Secure

The Motel Inspection Task Force, consisting of Code Enforcement, the Fire Department, the Police Department and the Homeless Outreach and Services Coordinator, inspected every motel in the City. Six motels did not pass this annual inspection and consequently had to have a bi-annual follow up at the six-month mark. Those follow up inspections were completed in January and all six passed.

Initial COVID-19 Response to Homelessness and its Impacts

The initial response to COVID-19 caused the City and other providers to suspend services associated with camp cleanups and caused the homeless manager to shift the methodology for service engagement and housing efforts. Q2's report will contain information detailing the City's efforts related to Project RoomKey and its initial demobilization or resource shifting as the Department and City begin to emerge from the COVID-19 adaptations in its overall efforts to impact homelessness.

Pillar 5 - Training and Education

All officers and Sergeants completed monthly in-house Advanced Officer training (AOT). Topics covered during AOT included Racial/Cultural Awareness and Crisis Intervention Training (CIT). They also completed on-line training covering the legal updates associated with Use of Force, Hate Crimes and Domestic Violence Response.

2 officers completed the Field Training Officer course.

14 officers completed the Basic Accident Investigation course.

1 SWAT officer attended a Chemical Agents course.

All Sergeants completed a mandatory two-hour POST DVD Training on High Technology Crimes.

2 officers completed a POST Rifle Instructor course.

35 officers completed an In-house 16-hour Basic Rifle course.

1 officer completed CPR Instructor School.

1 Sergeant attended Sherman Block Leadership Institute (SLI) for one week in January, February, and March. (the April and May classes were postponed due to the COVID-19)

As a result of current COVID-19 restrictions, many vendors cancelled or postponed scheduled trainings and POST encouraged most instructors to begin developing courses that can be accomplished in whole or part via a teleconferencing platform. The Department has moved to delivering some internal training online and will continue to deliver virtual training until further notice. The department will need to conduct certain in-person, close quarters training and is monitoring the public health orders to make certain that the proper accommodations can be made to resume this vital, perishable skills training.

At this time, all outside training and conferences have been cancelled, however some vendors are just beginning to release new revised schedules. Training cancellations have created some cost savings within the training budget. Some of this cost-savings may be reapplied to promote a broader degree of in-house training and related instructor and related infrastructure development.

Administrative Overview

Personnel

During Q1 the following personnel changes occurred:

One (1) Sergeant Retired (industrial).

Two (2) officers separated and were hired by another police department.

One (1) Property & Evidence Technician separated and was hired by another police department.

One (1) Community Service Officer was hired.

One (1) Administrative Analyst II was hired (finance).

One (1) Sergeant promoted to Lieutenant.

One (1) officer was promoted to Sergeant.

The Department opened a recruitment for police officer in late 2019 that closed in the beginning of Q1. The follow data describes the results of that recruitment:

Police Recruit:	535 views	86 applicants
Police Entry level/academy graduate:	907 views	32 applicants
Police Lateral (experienced officer):	935 views	8 applicants

One candidate was moved into the pre-employment background process and is still being evaluated. All remaining applicants either failed to pass testing or were eliminated from the hiring pool during subsequent panel or personal history questionnaire review interviews.

Budget

The end of Q1 represented 75% completion of the fiscal year. The Department had utilized 62% of the annual allocation for Operations and Maintenance (O/M) and 70% of the annual allocation for personnel costs. Historically, O/M is on target at 62% as many of our large annual contractual obligations are paid in Q2.

Environmental Considerations

N/A

Commission Recommendation

N/A

Strategic Plan Integration

These efforts support the City's vision of people feeling safe and secure and are consistent with:

- The 2016 Strategic Plan goal related to 21st Century Policing
- The 2017 Strategic Plan Top Priority of "Law Enforcement and Youth Outreach"
- The 2018 Strategic Plan Top Priorities "Community and Youth Outreach" and "Homelessness and Community Impacts"
- The 2019 Strategic Plan Goal "Police Department Risk Management"

Alternatives

The City Council may direct staff to pursue additional or alternative methods of meeting the requirements and recommendations outlined by the RIPA and recommendations contained in the President's Task Force on 21st Century Policing.

Coordination and Review

This report was prepared by Police Department staff.

Budget/Cost Impact

Because this is an information only item, there is no budget impact.

ATTACHMENT(S)

1. Zen City Report
2. Police Beat Map
3. Detailed Statistical Data



JANUARY 2020 SUMMARY

In the Public Safety category, Police accounted for 7% of the interactions. Of those, 64% (1,293) were positive, 35% (701) were neutral and 2% (36) were negative. The Violence and Crime category accounted for 83% of the Public Safety category. The following were the top stories from the Police and Violence and Crime categories with regard to volume of comments:

Interactions	Topic
16,441	16-year-old Girl shot and killed
4,175	Sexual assault investigation involving a 12-year-old female victim
2,595	Man chases mugger
600	Man sets fire to gas station trash can twice
325	Man runs illegal food delivery business
122	Search warrant served
99	Police vehicle chase involving an arson suspect
64	Apartment struck by bullets

FEBRUARY 2020 ZENCITY SUMMARY

In the Public Safety category, Police accounted for 42% of the interactions. Of those, 22% (1,396) were positive and 78% (1,413) were neutral. The Violence and Crime category accounted for 44% of the Public Safety category. The following were the top stories from the Police and Violence and Crime categories with regard to volume of comments:

Interactions	Topic
463	Sergeant Winger completes motorcycle training
157	New employees, Shawnae Brooks and Susan Schmidt, introduced
130	Sgt. Fortier attends Yolo County African American Student Leadership Conference
62	Advanced Officer Training conducted
90	School Resource Officers talk with Stonegate Elementary parents about social media
320	Elec Miller appointed as new bomb technician
310	Coffee with a Cop at MOD Pizza
84	School Resource Officers attend Parent University
61	Superbowl – celebrate responsibly

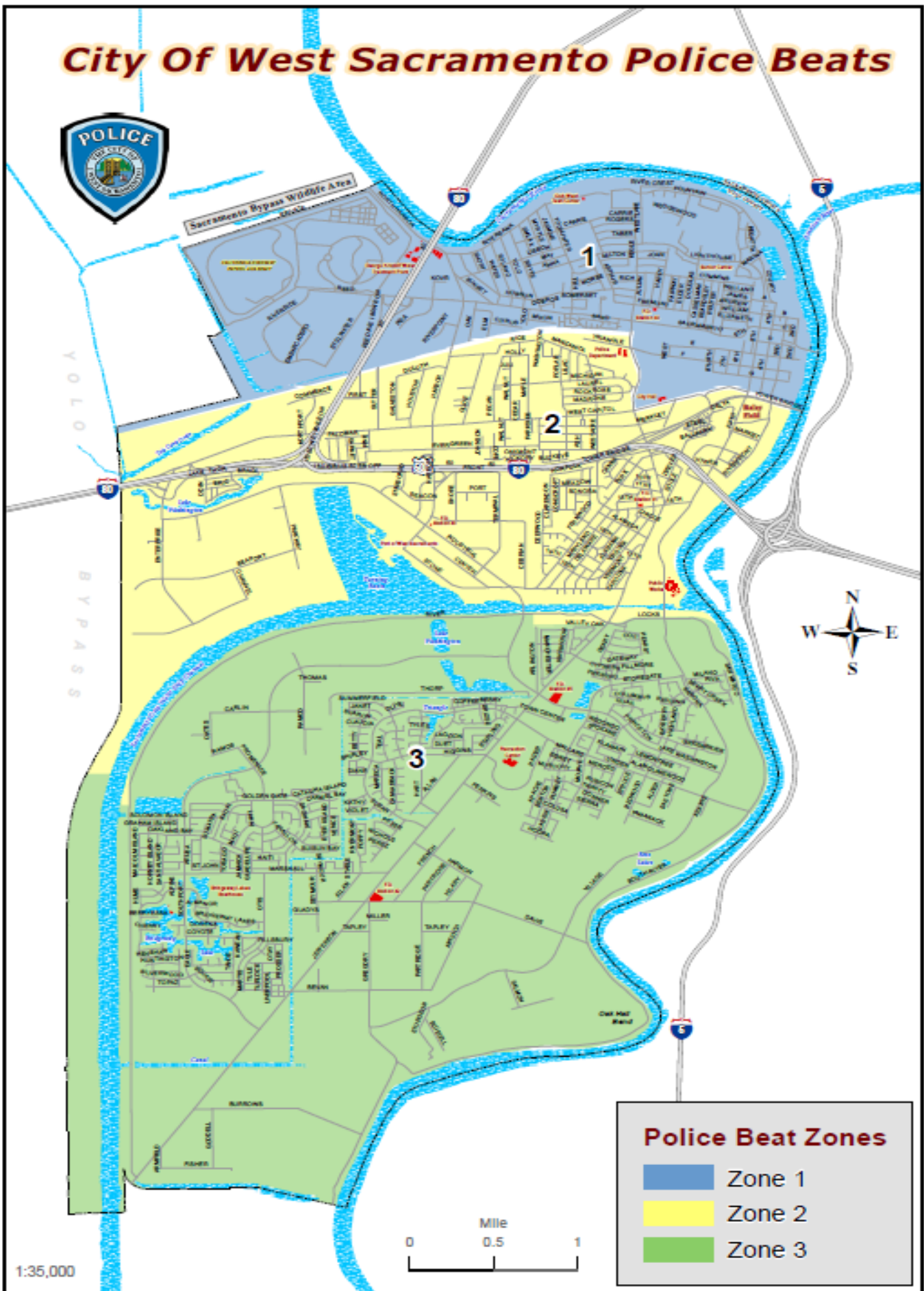
MARCH 2020 ZENCITY SUMMARY

In the Public Safety category, Police accounted for 74% of the interactions. Of those, 46% (1,725) were positive, 50% (1,873) were neutral and 3% (125) were negative. The Violence and Crime category accounted for 1% of the Public Safety category. The following were the top stories from the Police and Violence and Crime categories with regard to volume of comments:

Interactions	Topic
448	Illegal speed exhibition show stopped by officers
301	Sergeant Semeryuk retires

284	Covid 19 cases in West Sacramento
267	Promotions of Lieutenant Winger and Sergeant Barriero
258	Covid 19 Stay at Home order announced
239	National Puppy Day
118	Women's History Month featuring Sergeant Tate
121	Women's History Month featuring Dea Pugh
125	Chief's message regarding Corona Virus
181	Chief Strange conducts Books with Badges
99	Officer Farnsworth and K9 Yoda conduct Books with Badges
80	PD hosts coloring contest
135	Stay at Home reminder
118	PD receives food donations, youth submit artwork and thank you to DrawingwithStacey.
78	Officers attend Read Across America events. Chief Strange was Principal for a Day at Bridgeway Elementary
75	Louis family wins coloring contest
58	Traffic accident
40	City Hall closure
40	PD lobby closure
32	Message from the Chief

City Of West Sacramento Police Beats

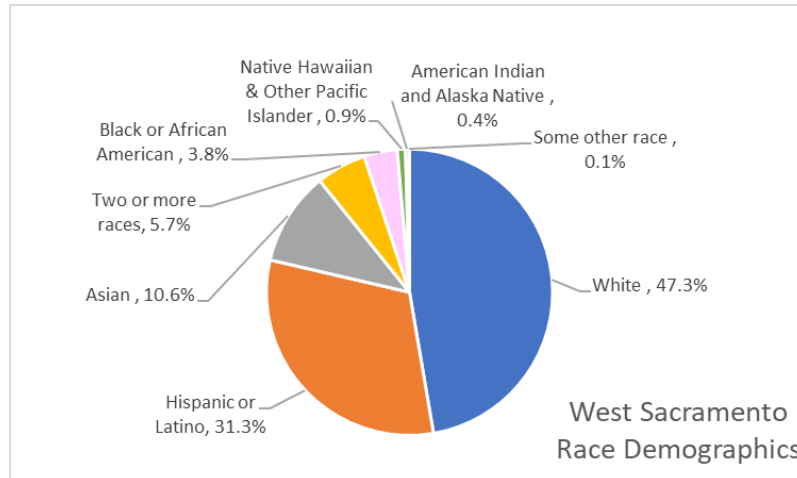


1:35,000

DETAILED STATISTICAL DATA FOR RIPA AND CRIME

Q1-20 RIPA Data

The following charts and graphs summarize current RIPA data collected and provide comments regarding any notable findings. The RIPA data collected by the department is limited in its scope and only represents the presently available data as outlined by the State DOJ. The first infographic reflects the most recent data from the 2016 America Community Survey (ACS). It is provided for context and displays census data regarding city demographics.



FIELD INTERVIEWS

FIELD INTERVIEWS 3 YEAR Q1 COMPARISON		
2018	2019	2020
632	914	548

Comment: Over the last three years, there has been an average of 698 Field Interviews written during Q1. In Q1-20, there was a 21% decrease from the average. It should be noted that 2019 had an exceptionally high number of FI's for Q1.

FIELD INTERVIEWS QUARTERLY RACIAL COMPARISON									
	Q2-19	% of Total	Q3-19	% of Total	Q4-19	% of Total	Q1-20	% of Total	Annualized Fluctuation Range
American Indian	0	0%	0	0%	0	0%	0	0%	0%
Asian	10	1%	15	2%	8	2%	9	2%	1%
Black	186	21%	186	23%	95	24%	98	18%	6%
Hispanic	219	25%	193	24%	90	22%	141	26%	4%
Other/Unknown	40	5%	78	10%	32	8%	38	7%	5%
White	411	47%	332	41%	179	44%	262	48%	7%
Total	866	100%	804	100%	404	100%	548	100%	-

Comment: Despite a decrease in FI's written toward the end of Q1-20 due to COVID-19, the quarter ended 36% higher than last quarter in total number of FI's. The most notable category changes when comparing Q4-19 and Q1-20 were White, with an increase of 83, and Hispanic with an increase of 51.

FIELD INTERVIEWS QUARTERLY BEAT COMPARISON									
	Q2-19	% of Total	Q3-19	% of Total	Q4-19	% of Total	Q1-20	% of Total	Quarterly Average % of Total
Beat 1	292	34%	262	33%	149	37%	163	30%	33%
Beat 2	507	59%	480	60%	217	54%	316	59%	58%
Beat 3	64	7%	60	7%	37	9%	58	11%	9%
Total	863	100%	802	100%	403	100%	537	100%	-

Comment: The % of Total has remained consistent over the last four quarters across the beats; however, all three beats experienced an increase in total number of FI's from Q4-19 to Q1-20.

ARRESTS

ARRESTS 3 YEAR Q1 COMPARISON		
2018	2019	2020
601	590	536
Comment: The three-year average for Q1 is 576. This year, Q1-20 was 7% below the average.		

ARRESTS QUARTERLY RACIAL COMPARISON									
	Q2-19	% of Total	Q3-19	% of Total	Q4-19	% of Total	Q1-20	% of Total	Annualized Fluctuation Range
American Indian	4	1%	4	1%	0	0%	1	0%	1%
Asian	12	2%	6	1%	8	1%	7	1%	1%
Black	150	22%	180	27%	156	27%	132	25%	5%
Hispanic	174	26%	170	25%	160	28%	133	25%	3%
Other/Unknown	21	3%	28	4%	24	4%	33	6%	3%
White	313	46%	285	42%	227	39%	230	43%	7%
Total	674	100%	673	100%	575	100%	536	100%	-
Comment: Percent of Total arrests remained relatively consistent by demography with the exception of White, having a 7% fluctuation. While most categories remained consistent in number of arrests from Q4-19 to Q1-20, Hispanic had a decrease of 27 arrests, as well as Black with a decrease of 24.									

ARRESTS QUARTERLY BEAT COMPARISON									
	Q2-19	% of Total	Q3-19	% of Total	Q4-19	% of Total	Q1-20	% of Total	Quarterly Average % of Total
Beat 1	283	42%	323	49%	260	49%	220	43%	46%
Beat 2	315	47%	261	40%	210	40%	234	46%	43%
Beat 3	74	11%	69	11%	56	11%	57	11%	11%
Total	672	100%	653	100%	526	100%	511	100%	-
Comment: The % of Total has remained consistent over the last four quarters across the beats. Beat one had a notable decrease in arrests (40), while Beat 2 had an increase in arrests (24).									

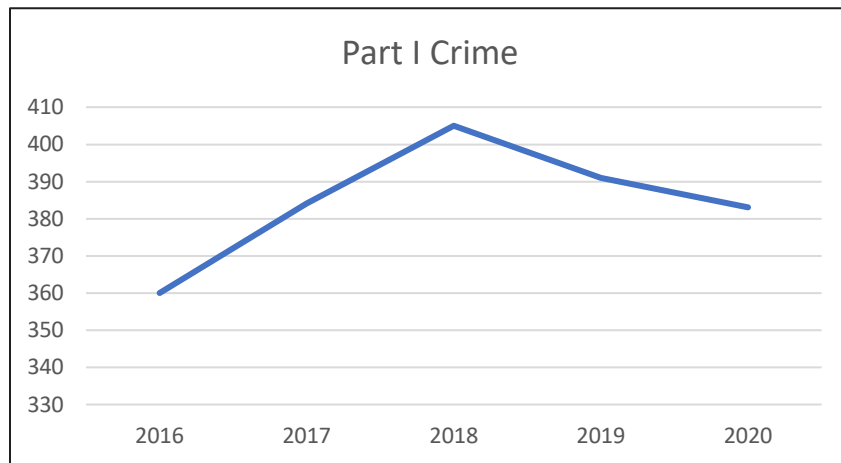
CITATIONS

CITATIONS 3 YEAR Q1 COMPARISON		
2018	2019	2020
1,319	1,341	702
Comment: Based on the Q1 totals from 2018 and 2019, the average number of cites written in Q1 is 1,330. Q1-20 is 47% below that average. Citation totals for January and February were lower than the previous year, although these totals were increasing when compared to the previous quarter until the onset of COVID-19 related changes to enforcement.		

CITATIONS QUARTERLY RACIAL COMPARISON									
	Q2-19	% of Total	Q3-19	% of Total	Q4-19	% of Total	Q1-20	% of Total	Annualized Fluctuation Range
American Indian	21	1%	6	1%	7	1%	1	0%	1%
Asian	33	2%	30	3%	19	3%	15	2%	1%
Black	212	13%	176	15%	109	14%	108	15%	2%
Hispanic	399	25%	270	23%	156	21%	143	20%	5%
Other/Unknown	360	22%	320	27%	217	29%	229	33%	11%
White	600	37%	389	33%	251	33%	206	29%	8%
Total	1,625	100%	1,191	100%	759	100%	702	100%	-

Comment: The fluctuation ranges remained consistent with the exceptions of Other/Unknown and Whites, which had an 11% fluctuation and an 8% fluctuation respectively.

Crime Data



YEAR TO DATE CRIME TOTALS – Q1 COMPARISON					
	2016	2017	2018	2019	2020
Violent Crime	53	40	52	45	45
Property Crime	307	344	353	346	338
Part I Crime Total	360	384	405	391	383

Comment: Shown are the Yearly crime totals (Jan 1 – Mar 31). This year, as compared to the 2019 YTD total, there has been a 2% decrease in the Part I crime total, no change in Violent Crime and a 2% decrease in Property Crime.

TOTAL CRIME QUARTERLY COMPARISON BY BEAT									
	Q2-19	% of Total	Q3-19	% of Total	Q4-19	% of Total	Q1-20	% of Total	Quarterly Average % of Total
Beat 1	173	42%	233	45%	202	41%	160	42%	43%
Beat 2	142	35%	187	36%	190	38%	131	34%	36%
Beat 3	93	23%	95	18%	106	21%	89	24%	21%
Total	408	100%	515	100%	498	100%	380	100%	-

Comment: The % of Total has remained consistent over the last four quarters across the beats. All three beats experienced a drop in total number of crimes in Q1-20 as compared to Q4-19.

VIOLENT CRIME

VIOLENT CRIME 3 YEAR Q1 COMPARISON		
2018	2019	2020
52	45	45
Comment: Violent Crime has remained consistent in Q1 over the last three years, with an average of 47.		

QUARTERLY VIOLENT CRIME BEAT COMPARISON									
	Q2-19	% of Total	Q3-19	% of Total	Q4-19	% of Total	Q1-20	% of Total	Quarterly Average % of Total
Beat 1	24	53%	22	41%	11	24%	19	43%	40%
Beat 2	17	38%	25	46%	25	54%	22	50%	47%
Beat 3	4	9%	7	13%	10	22%	3	7%	13%
Total	45	100%	54	100%	46	100%	44	100%	-
Comment: There were notable changes in the % of Total for Beats 1 and 3 from Q4-19 to Q1-20. In Beat 1, the % of total nearly doubled, while Beat 3 returned closer to the quarterly average after a spike in Q4-19.									

Violent Crime Trend

Violent Crime had a 4% decrease in Q1-20. Robbery and Aggravated Assault continued to be the most prominent categories of Violent Crime, although there was an increase in Rape reports for the quarter.

1. Rape (an increase of 600% or 6 incidents)
2. Robbery (a decrease of 14% or 3 incidents)
3. Aggravated Assaults (a decrease 24% or 6 incidents)

Robberies

In Q1-20, the city experienced 18 robberies:

- 1 involving a firearm
- 4 involving other dangerous weapon
- 2 involving a knife or other cutting instrument
- 11 involving strong-arm (no weapon involved)

Five of the robberies (28%) were related to shoplifting incidents in which the loss prevention officer was assaulted by the suspect.

Aggravated Assaults

In Q1-20, there were 19 aggravated assaults:

- 2 involving a firearm
- 4 involving a knife/cutting equipment
- 6 involving other dangerous weapons (bat, club, etc.)
- 7 involving hands/fists/feet

47% of the aggravated assaults were family or domestic violence related (9 reports) and 32% involved a transient subject (either suspect or victim, 6 reports).

PROPERTY CRIME

PROPERTY CRIME 3 YEAR Q1 COMPARISON		
2018	2019	2020
353	346	338
Comment: Property Crime in Q1-20 was 2% lower than the three-year average of 345.		

QUARTERLY PROPERTY CRIME BEAT COMPARISON									
	Q2-19	% of Total	Q3-19	% of Total	Q4-19	% of Total	Q1-20	% of Total	Quarterly Average % of Total
Beat 1	149	41%	211	46%	191	42%	141	42%	43%
Beat 2	125	34%	162	35%	165	37%	109	32%	35%
Beat 3	89	25%	88	19%	96	21%	86	26%	22%
Total	363	100%	461	100%	452	100%	336	100%	-
Comment: The distribution of Property Crime across beats remained consistent with regards to % of Total. Beats 1 and 2, however, had remarkable decreases in total number of property crimes.									

Q1-20 Property Crime

As compared to the previous quarter of Q4-19, Property Crime in Q1-20 decreased in all categories except for Arson. Below are the Q1-20 changes:

1. Burglary (a decrease of 21% or 14 incidents)
2. Larceny Theft (a decrease of 25% or 83 incidents)
3. Motor Vehicle Theft (a decrease of 38% or 20 incidents)
4. Arson (an increase of 80% or 4 incidents)

The Burglaries were distributed between commercial (27 reports), residential (22 reports) and other burglaries (4 reports). At the beginning of March, there was an increase in burglaries of businesses that were closed due to COVID-19 regulations. There was limited suspect information for any of these reports, with only one report resulting in arrests (2 adults and 4 juveniles were arrested/cited for forcing entry into River City High School and stealing cafeteria food).

Larceny theft was mostly influenced by shoplifting and vehicle burglaries/theft from motor vehicles. In Q1-20, there were 243 larceny theft reports. Of these, 43% were theft from motor vehicles or motor vehicle parts and accessories (105) and 35% were shoplifting (86). It should be noted that 41% of the shoplifting incidents (35) were reported through the Merchant Detention Program that is currently in place with Walmart. There were 88 arrests made for the 243 larceny theft reports, equating to an arrest rate of 36%.

There was a 38% decrease in Motor Vehicle theft from Q4-19, a difference of 20 reports. Of the vehicles stolen in West Sacramento, 14 were recovered by an outside agency and 9 were recovered locally. Additionally, the Department recovered 34 vehicles that had been stolen from other jurisdictions. During Q1-20 there were 8 arrests made for motor vehicle theft, equating to an arrest rate of 24%.

MEETING DATE: May 20, 2020

ITEM # 8

SUBJECT:

CONSIDERATION OF AWARD OF A PRE-QUALIFIED VENDOR LIST TO SUPPLY A VARIETY OF AGGREGATE MATERIALS IN SUPPORT OF WATER, SEWER, ROADS, AND STORM DIVISIONS OF PUBLIC WORKS OPERATIONS AND MAINTENANCE

INITIATED OR REQUESTED BY:
 Council Staff

 Other
REPORT COORDINATED OR PREPARED BY:

Heather Brophy, Business Manager

Public Works Operations & Maintenance Dept.ATTACHMENT Yes No Information Direction Action**OBJECTIVE**

The purpose of this report is to establish a list of pre-qualified vendors that will provide a variety of goods and supplies necessary for the efficient operation of road maintenance activities within the Public Works Operations and Maintenance Department.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council:

- 1) Approve the use of this proposed pre-qualified vendor list for the purpose of providing supplies used in an ongoing fashion with the Public Works Operations and Maintenance Department; and
- 2) Authorize the City Manager to execute a contract with each pre-qualified vendor.

BACKGROUND

A pre-qualified supply vendor list is an efficient cost and time saving resource for staff as it allows for consolidating the solicitation, review and contract negotiation by individual cost centers all while remaining compliant with the City's Purchasing Policy. With a pre-qualified vendor list, the cost centers may coordinate the purchase of items necessary to ensure staff and/or projects are available to maintain both schedule and remain within budget. Additionally, there will be a cost savings derived from benefits associated with the economies of scale and with the significant time savings.

ANALYSIS

In February 2020, Public Works Operations and Maintenance Department issued a Request for Quotation (RFQ) for aggregate materials such as asphalt, sand, and gravel for various municipal projects to support the requirements of the water, sewer, storm, and street sections of the Public Works Operations and Maintenance Department. Due to low responses, the RFQ was reissued in March 2020. Three (3) proposals were received, one (1) was disqualified due to late entry and two (2) were evaluated to determine qualifications and experience in the areas of:

- Availability of material
- Price per ton on material Will-Call/Delivered
- Familiarity with West Sacramento's projects, and standards
- Additional highlights that company offers as part of their service
- Proximity to the Corporation Yard

A review panel with staff members from Public Works Operations and Maintenance reviewed each of the vendors proposals, and two (2) firms are recommended for the pre-qualified list:

- Granite Construction
- Vulcan Materials

The following is a list of anticipated vendor costs over a three (3) year contractual time frame:

Vendor	Used By:	Uses :	Not to Exceed Three Year Contract:
Granite Construction	Public Works Operations and Maintenance	Maintenance and repair of roads	\$105,000
Vulcan Materials	Public Works Operations and Maintenance	Maintenance and repair of roads	\$45,000

The pre-qualified vendor list will be maintained for a period of three (3) years with two (2) one-year extensions. The proposed prequalified list of contractors would be effective July 1, 2020 through June 30, 2023.

Environmental Considerations

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

Commission Recommendation

Not applicable.

Strategic Plan Integration

Council approval of the pre-qualified vendor list is consistent with the City Council's goal for a *Financially Sound City Government* and to provide *Quality City Services* by ensuring compliance with City adopted policies.

Alternatives

The City Council may decide to:

- 1) Approve the Recommended Action; or
- 2) Reject the Recommended Action and direct staff to reissue the RFQ.

Staff recommends Alternative 1 as the best way to achieve the desired cost and time advantages of having several on-call vendors available for department-wide purchase of goods.

Coordination and Review

The preparation of the proposed pre-qualified vendor list was coordinated by the Public Works Operations and Maintenance Department and reviewed by the Administrative Services Department.

Budget/Cost Impact

The cost for materials and supplies are budgeted within the Water (506), Sewer (501), Road (201), and Storm (215) Funds as approved by Council in the biennial budget. The approved budget is sufficient to fund the anticipated costs for the various materials required.

ATTACHMENT(S)

- 1) RFQ Aggregate Materials
- 2) Granite Construction Contract
- 3) Vulcan Materials Contract



REQUEST FOR QUALIFICATIONS

FOR

**THE ESTABLISHMENT OF MULTIPLE BLANKET
PURCHASE AGREEMENTS FOR
AGGREGATE MATERIALS - ASPHALT, SAND AND GRAVEL**

Date of Re-Issuance: March 16, 2020

Deadline Date: April 6, 2020

Public Works Operations and Maintenance Department
1951 South River Road
West Sacramento, California 95691
Phone: (916) 617-4850
Fax: (916) 371-1516
Email: heatherb@cityofwestsacramento.org

I. BACKGROUND

The City of West Sacramento is an urban area located along the Sacramento River with a population of 55,000. Public Works maintains a vast infrastructure that affects the quality of life for all the constituents of West Sacramento, with the delivery of safe drinking water, collection and disposal of wastewater and storm water removal as well as road maintenance. It is our mission to efficiently provide excellent services to the customers of West Sacramento while maintaining the highest level of professionalism and integrity.

II. INTRODUCTION

A. General Information

The City of West Sacramento is requesting price quotes from qualified vendors interested in providing asphalt, sand and gravel for various municipal projects to support the needs of the water, sewer and street divisions of Public Works.

B. Terms of Engagement

It is the intent of the City to contract for services presented herein for a term of three (3) years. The City reserves the right to cancel at any time if services rendered are unsatisfactory. The City also reserves the right to extend the term of this contract for two (2) additional one (1) year extensions subject to satisfactory negotiation of terms and the annual availability of an appropriation.

III. SCOPE OF WORK

The quantities stated in the pricing schedule are estimates only of the City's requirements. Contractor agrees to furnish more or less than the estimates at the unit prices quoted in accordance with availability of funds and actual needs as they occur throughout the contract period.

A. Quantities Unrestricted

The City of West Sacramento is not limited to purchase all its requirements from any contract resulting from this request.

B. Materials Provided

Please provide a price estimate for the following items:

- Road Base
 - 3/4" AB CL2 Virgin - price/ton
 - 3/4" AB CL2 Recycle – price/ton
 - 3/4" Crushed Rock – price/ton
 - 1/2" Inch Crushed Rock – price/ton

- Common Fill
 - Utility Sand – price/ton
 - Washed #2 Sand – price/ton
 - 1-1/2" Crushed Rock (sewer rock) – price/ton
 - Rip Rap – price/ton
- Asphalt
 - 3/8" HMA SP PG64-10 - price/ton
 - 1/2" Inch HMA SP PG64-10 - price/ton
 - 3/4" Inch HMA SP PG64-10 - price/ton
 - 3/8 Inch Cold Mix Cutback Asphalt- price/ton

- 1) Unless otherwise indicated, names and numbers, when used, are for reference to indicate the character or quality desired.
- 2) Equal items will be considered, provided offer clearly describes the merchandise. Offers for equal items shall state the name and number, or level of quality. The determination of the Purchasing Agent as to what items are equal shall be final and conclusive.
- 3) When name, number, or level of quality is not stated by the Contractor, it is understood the offer is exactly as specified.
- 4) If submitting a proposal on a manufacturer's product other than that specified, Contractor must attach descriptive literature and specifications with the proposal.
- 5) If necessary, the burden of proof and cost of analysis to determine equality shall be that of the Contractor.

C. Pricing

Pricing during the term of this agreement will be applied as follows:

- 1) Price/ton of Items - Prices for items (see Pricing Schedule) are to be firm for the first year of the contract. For price/ton in Years 2 and 3, include the assumption applied for any increase in price.
- 2) Quantities - All orders are placed on an as-needed basis. Unit cost pricing shall be based on the singular unit quantity of the item being priced (e.g., Tonnage, yardage).

NOTE: All items must be priced for RFQ to be considered responsive.

All pricing is to be in U.S. dollars.

IV. SUBMISSION REQUIREMENT

The Qualification Package may be:

- Emailed in **.pdf** format, Postal Mailed, or Delivered in-person. If mailed or hand-delivered, four (4) copies of the qualifications package must be submitted.
- Must include the items listed in this RFQ.
- Firm name, address, email, phone number, and primary contact of firm representative on bid.
- List of materials the company supplies.
- Supply location(s) along with what is provided at each area. This should include
 - a. Location address,
 - b. Proximity from the Public Works Corp Yard at 1951 South River Rd.,
 - c. What materials are supplied at this location and,
 - d. When the material is available (e.g. what is the seasonal availability?),
- Must be submitted with clearly labeled, sequentially ordered sections corresponding to the numbered items listed in this RFQ.

Submissions will be evaluated primarily on the following factors, which are listed in no order:

- Availability of material.
- Price per ton of material Will-Call/Delivered.
- Familiarity with West Sacramento's projects, and standards.
- Additional highlights that company offers as part of their service.
- Proximity to the Corporation Yard as listed above;

V. SUBMISSION DEADLINE

Emails in **.pdf** format or hard copies of the submissions under this Request for Qualifications (RFQ) must be received no later than 2:00 p.m. on April 6, 2020. No late submissions, postmarks, verbal quotes, or facsimiles will be accepted.

Mail: Public Works Operations and Maintenance
Attention: Heather Brophy, Business Manager
1951 South River Road
West Sacramento, CA 95691

Email: heatherb@cityofwestsacramento.org

VI. SELECTION PROCESS

A selection committee comprised of City staff members will evaluate the qualifications packages and, if necessary, arrange to interview qualifying consultant teams in person. A contract will be negotiated with City staff and presented to the City Council for consideration in May 2020.

Further Information

Questions regarding this RFQ should be directed to:

Heather Brophy, Business Manager
Public Works Operations and Maintenance
1951 South River Road
West Sacramento CA 95691
(916) 617-4850.
Email: heatherb@cityofwestsacramento.org

Disclaimers

The City reserves the right to refuse any or all consultants submitting qualifications, in whole or in part, and to request clarifications on any aspect of any submittal. Any direct and/or indirect costs or expenses of responding to this RFQ are the sole responsibility of the applicant. The selected applicant will be required to enter into the City's standard consultant contract, a copy of which is included as attached Contract for Services, subject only to minor modifications which shall be summarized and included in the consultant's original submittal.



**PRICING SHEET FOR THE ESTABLISHMENT OF MULTIPLE
BLANKET PURCHASE AGREEMENTS FOR
AGGREGATE MATERIALS - ASPHALT, SAND, AND GRAVEL**

**Date of Re-Issuance: March 16, 2020
Deadline Date: April 6, 2020**

Road Base

3/4" AB CL2 Virgin		3/4" AB CL2 Recycle		3/4" Crushed Rock		1/2" Crushed Rock	
<u>TON</u>	<u>PRICE</u>	<u>TON</u>	<u>PRICE</u>	<u>TON</u>	<u>PRICE</u>	<u>TON</u>	<u>PRICE</u>
1		1		1		1	

**Common
Fill**

Utility Sand		Washed #2 Sand		1-1/2" Crushed Rock (Sewer)		Rip Rap	
<u>TON</u>	<u>PRICE</u>	<u>TON</u>	<u>PRICE</u>	<u>TON</u>	<u>PRICE</u>	<u>TON</u>	<u>PRICE</u>
1		1		1		1	

Asphalt

3/8" HMA SP PG64- 10		1/2" HMA SP PG64-10		3/4" HMA SP PG64-10		3/8" Cold Mix Cutback Asphalt	
<u>TON</u>	<u>PRICE</u>	<u>TON</u>	<u>PRICE</u>	<u>TON</u>	<u>PRICE</u>	<u>TON</u>	<u>PRICE</u>
1		1		1		1	

CONTRACT FOR SERVICES

THIS CONTRACT is made on _____, 20__, by and between the CITY OF WEST SACRAMENTO ("City"), and _____ ("Consultant").

WITNESSETH:

WHEREAS, the City [proposes][desires] _____
_____;

WHEREAS, the Consultant has presented a proposal for such services to the City, dated _____, 20__, (attached hereto as **Exhibit "A"**) and is duly licensed, qualified and experienced to perform those services;

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

1. SCOPE OF SERVICES:

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

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

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

2. TERM OF CONTRACT

A. The services of Consultant are to commence upon execution of this Contract by the City and shall be undertaken and completed in accordance with the

Schedule of Performance attached hereto and incorporated herein by this reference as **Exhibit " . "**

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

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

3. COMPENSATION:

A. The Consultant shall be paid [monthly] [at the completion of services] for the actual fees, costs and expenses [for all time and materials required and expended, but in no event shall total compensation exceed _____ (\$ _____), without City's prior written approval]. Consultant's fees shall be as specified in the Schedule of Fees, which is attached hereto and incorporated herein as **Exhibit " "**.

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

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

4. TERMINATION:

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

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

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

Consultant is determined.

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

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

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

6. EXTENSIONS OF TIME:

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

7. PROPERTY OF CITY:

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

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

8. COMPLIANCE WITH ALL LAWS:

A. Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. [It shall be City's responsibility to obtain all rights of way and easements to enable Consultant to perform its services hereunder. Consultant shall assist City in providing the same.]

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

FOR WORK SUBJECT TO PREVAILING WAGES [C. The work contemplated under this Contract is a public work for the purposes of Labor Code section 1720 and is subject to the payment of prevailing wages. Accordingly, Consultant shall comply with the provisions of Exhibit " ".]

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

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

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

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

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

10. SUBCONTRACTING:

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

11. ASSIGNABILITY:

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

12. INTEREST IN CONTRACT:

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

13. MATERIALS CONFIDENTIAL:

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

14. LIABILITY OF CONSULTANT-NEGLIGENCE:

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

15. INDEMNITY AND LITIGATION COSTS:

Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from Consultant's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract except such

loss or damage caused by the active negligence, sole negligence, or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this Contract.

[FOR DESIGN PROFESSIONAL SERVICES CONTRACTS (i.e. Architects and Engineers) DELETE THE ABOVE PARAGRAPH AND USE THE FOLLOWING TWO PARAGRAPHS INSTEAD]

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

To the extent permitted by Civil Code section 2782.8, for all other claims unrelated to the provision of professional design services, the Consultant shall protect, hold free and harmless, defend and indemnify the City, its consultants, and each of their officers, employees and agents, from any and all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees and expenses of litigation, which arise out of or are in any way connected with the Consultant's, or its subcontractors' or suppliers', performance under this agreement or failure to comply with any of the obligations contained in the agreement. This indemnity shall imply no reciprocal right of the Consultant in any action on the agreement pursuant to California Civil Code section 1717 or section 1717.5. To the fullest extent legally permissible, this indemnity, defense and hold harmless agreement by the Consultant shall apply to any and all acts or omissions unrelated to the provision of professional design services, whether active or passive, on the part of the Consultant or its agents, employees, representatives, or subcontractor's agents, employees and representatives, resulting in claim or liability, irrespective of whether or not any acts or omissions of the parties to be indemnified hereunder may also have been a contributing factor to the liability, except such loss or damage which was caused by the active negligence, the sole negligence, or the willful misconduct of the City.]

16. CONSULTANT TO PROVIDE INSURANCE:

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

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish the City with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Contract. The Consultant and its contractors and subcontractors shall, at their expense, maintain

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

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

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

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

2. Commercial General Liability Insurance

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

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

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

ii. Endorsement stating insurance provided to the City shall be primary as respects the City, its officers, officials, employees and any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in

excess of the Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

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

3. Commercial Automobile Insurance

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

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

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

C. In addition to any other remedy the City may have, if Consultant fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and

the City may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

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

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

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

17. MISCELLANEOUS PROVISIONS:

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

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

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

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

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

City:
City of West Sacramento
Administrative Services Department
1110 West Capitol Avenue, 3rd Floor
West Sacramento, CA 95691
Attn: Lorianne Landsaw

Consultant:

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

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

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

[Signatures on following page]

CITY OF WEST SACRAMENTO

By: _____
Aaron Laurel, City Manager

ATTEST:

By: _____
Kryss Rankin, City Clerk

APPROVED AS TO FORM:

By: _____
Jeffrey Mitchell, City Attorney

CONSULTANT

By: _____
Title:

EXHIBIT A
Pricing Schedule

EXHIBIT ____

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

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

CONSULTANTS

By: _____
[Title]

EXHIBIT ____

LABOR COMPLIANCE

1. PREVAILING WAGE

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

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

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

2. PREVAILING WAGE RECORDS

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

B. The City shall notify the Consultant in writing of any discrepancies or violations that are discovered during such inspections. Written notification pursuant to this Section shall include the actions that will be necessary to resolve the discrepancies and/or violations. The Consultant shall be held entirely responsible for the prompt resolution of all non-compliances with the prevailing wage laws, including those pertaining to all subcontractors and any lower-tier subcontractors. The Consultant shall forfeit as penalty to the City the amount specified by law for each calendar day or portion

thereof for each worker (whether employed by the Consultant or any subcontractor) paid less than the stipulated prevailing rates for any work done under the Contract in violation of the provisions of the Labor Code and in particular, Section 1775.

C. To the extent applicable, Consultant and subcontractors shall maintain and furnish to the Department of Industrial Relations ("DIR"), a certified copy of each weekly payroll (but no less often than monthly), with a statement of compliance signed under penalty of perjury. Such certified payroll reports shall be transmitted electronically to the DIR.

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

3. Labor Discrimination

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

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

4 Eight-Hour Day Limitation

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

(b) The Consultant and each Subcontractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by them in connection with the Contract. This

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

5. Compliance with State Requirements for Employment of Apprentices

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

CONTRACT FOR SERVICES

THIS CONTRACT is made on July 1, 2020, by and between the CITY OF WEST SACRAMENTO ("City"), and Granite Construction Company ("Consultant").

WITNESSETH:

WHEREAS, the City desires to engage Consultant to perform services set forth in **Exhibit "A"**.

WHEREAS, the Consultant has presented a proposal for such services to the City, dated March 13, 2020, (attached hereto as **Exhibit "A"**) and is duly licensed, qualified and experienced to perform those services;

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

1. SCOPE OF SERVICES:

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

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

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

2. TERM OF CONTRACT

A. The services of Consultant are to commence upon execution of this Contract by City and shall be undertaken and completed June 30, 2023.

B. The City Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for two (2) one (1) optional contract years in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

3. COMPENSATION:

A. The Consultant shall be paid no more often than monthly at the completion of services for the actual fees, costs and expenses for all time and materials required and expended, but in no event shall total compensation exceed as outlined in **Exhibit "B"**, without City's prior written approval. Consultant's fees shall be as specified in the Schedule of Fees, which is attached hereto and incorporated herein as **Exhibit "B"** with an annual not-to-exceed of \$35,000.

B. Consultant will bill for the completion services rendered. Subject to Section 3 (A) of this Agreement, the City will pay for all professional fees and expenses incurred in accordance with this contract. Said amount shall be paid upon submittal of a billing showing completion of the services that month. Consultant shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings.

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

4. TERMINATION:

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

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

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

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

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

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

6. EXTENSIONS OF TIME:

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

7. PROPERTY OF CITY:

A. It is mutually agreed that upon full payment of all invoiced amounts, copies of the written Deliverables originally and specifically developed for and delivered to City by the Consultant as described in **Exhibit "A"** ("Scope of Services") under this Contract shall become the property of the City. Consultant's workpapers and other documents related to the Services shall remain Consultant's property and constitute confidential information of Consultant. Immediately upon termination, the City shall be entitled to, and the Consultant shall deliver to the City, all completed Deliverables along with all other property (if any) belonging exclusively to the City which is in the Consultant's possession.

8. COMPLIANCE WITH ALL LAWS:

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

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

C. Consultant (Granite Construction) is fully licensed to complete all work under this contract.

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

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

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

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

D. In the event Consultant failed to meet the applicable professional standards Consultant will correct any material errors caused by its failure to meet such professional standards at no additional cost to the City.

10. SUBCONTRACTING:

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

11. ASSIGNABILITY:

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

12. INTEREST IN CONTRACT:

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

13. MATERIALS CONFIDENTIAL:

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

14. LIABILITY OF CONSULTANT-NEGLIGENCE:

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

15. INDEMNITY AND LITIGATION COSTS:

Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from Consultant's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract except such loss or damage caused by the active negligence, sole negligence, or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this Contract.

16. CONSULTANT TO PROVIDE INSURANCE:

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

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

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

a. Worker's Compensation - Insurance to protect the Consultant, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such

coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

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

2. Commercial General Liability Insurance

a. The insurance shall be provided on form CG0001, or its equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **\$1,000,000** per occurrence and **\$3,000,000** general and products/completed operations aggregates.

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

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

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

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

3. Commercial Automobile Insurance

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

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

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

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

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

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

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

17. MISCELLANEOUS PROVISIONS:

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

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

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

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

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

City:
City of West Sacramento
Administrative Services Department
1110 West Capitol Avenue, 3rd Floor
West Sacramento, CA 95691
Attn: Lorianne Landsaw

Consultant:
Granite Construction Company
Aggregate & Asphalt Sales
4291 Bradshaw Rd
Sacramento, CA 95827

Attn: Andy Fuentes

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

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

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

[Signatures on following page]

CITY OF WEST SACRAMENTO

By: _____
Aaron Laurel, City Manager

ATTEST:

By: _____
Yashin Abbas, City Clerk

APPROVED AS TO FORM:

By: _____
Jeffrey Mitchell, City Attorney

GRANITE CONSTRUCTION COMPANY

By: _____
Title:

EXHIBIT A Scope of Services

[COMPANY](#)[OUR WORK](#)[CAREERS](#)[NEWSROOM](#)[LOCATIONS](#)[INVESTORS](#)

Environmentally Responsible Materials

We safely mine quality aggregates that fuel infrastructure, including asphalt concrete, aggregates, specialty sands and rock.



AGGREGATES

Aggregates are the most mined material in the world. We expertly mine high-quality aggregates that are used as base materials under foundations, roads, railroads and drainage. Aggregate products include bases, specialty sands, decorative/landscape, rip rap/gabion and drain rock. About 60 percent of our sales by volume include aggregates for asphalt concrete and Portland cement concrete.

ASPHALT CONCRETE

We adhere to pavement specifications and also develop custom mix designs to meet client requests. Our products include hot, warm and cold mix asphalt as well as rubberized asphalt concrete. Surface durability, temperature, reflection, roadway noise and volume of traffic are all factors in selecting appropriate pavement mix design.



EXHIBIT B
Schedule of Fees



PRICING SHEET FOR THE ESTABLISHMENT OF MULTIPLE
BLANKET PURCHASE AGREEMENTS FOR
AGGREGATE MATERIALS - ASPHALT, SAND, AND GRAVEL

Date of Issuance: February 28, 2020
Deadline Date: March 13, 2020

Road Base

3/4" AB CL2 Virgin		3/4" AB CL2 Recycle		3/4" Crushed Rock		1/2" Crushed Rock	
<u>TON</u>	<u>PRICE</u>	<u>TON</u>	<u>PRICE</u>	<u>TON</u>	<u>PRICE</u>	<u>TON</u>	<u>PRICE</u>
1		1		1		1	

Please See Exhibit Pricing.

**Common
Fill**

Utility Sand		Washed #2 Sand		1-1/2" Crushed Rock (Sewer)		Rip Rap	
<u>TON</u>	<u>PRICE</u>	<u>TON</u>	<u>PRICE</u>	<u>TON</u>	<u>PRICE</u>	<u>TON</u>	<u>PRICE</u>
1		1		1		1	

Please See Exhibit Pricing

Asphalt

3/8" HMA SP PG64- 10		1/2" HMA SP PG64-10		3/4" HMA SP PG64-10		3/8" Cold Mix Cutback Asphalt	
<u>TON</u>	<u>PRICE</u>	<u>TON</u>	<u>PRICE</u>	<u>TON</u>	<u>PRICE</u>	<u>TON</u>	<u>PRICE</u>
1		1		1		1	

Please See Exhibit Pricing.

GRANITE CONSTRUCTION

Capay plant- 15560 RD 87, Esparto, CA (FOB PLANT)			
	2020	2021	2022
3/4" CL 2 Virgin Base	\$ 11.00	\$ 11.50	\$ 12.00
3/4" CL2 Recycle Base	\$ 10.00	\$ 10.50	\$ 11.00
3/4" Crush Rock	\$ 16.00	\$ 17.00	\$ 18.00
1/2" Crush Rock	\$ 18.00	\$ 19.00	\$ 20.00
Utility Sand	\$ 14.00	\$ 14.50	\$ 15.00
Wash Sand #2	No Bid	No Bid	No Bid
1.5" Crushed Rock	\$ 19.00	\$ 20.00	\$ 21.00
Rip Rap	No Bid	No Bid	No Bid
3/8" HMA SP PG64-10	No Bid	No Bid	No Bid
1/2" HMA SP PG64-10	No Bid	No Bid	No Bid
3/4" HMA SP PG64-10	No Bid	No Bid	No Bid
3/8" Cold Mix Cutback	No Bid	No Bid	No Bid
Enviromental fee	\$7.50/LD	\$8.00/LD	\$8.50/LD

Bradshaw Plant - 4001 Bradshaw Rd, Sacraento, CA (FOB PLANT)			
	2020	2021	2022
3/4" CL 2 Virgin Base	\$ 16.00	\$ 17.00	\$ 18.00
3/4" CL2 Recycle Base	\$ 14.00	\$ 15.00	\$ 16.00
3/4" Crush Rock	\$ 16.50	\$ 17.50	\$ 18.50
1/2" Crush Rock	No Bid	No Bid	No Bid
Utility Sand	\$ 15.25	\$ 16.75	\$ 18.25
Wash Sand #2	No Bid	No Bid	No Bid
1.5" Crushed Rock	No Bid	No Bid	No Bid
Rip Rap (5" minus)	\$ 38.50	\$ 40.00	\$ 41.50
3/8" HMA SP PG64-10	\$ 63.00	\$ 64.50	\$ 66.00
1/2" HMA SP PG64-10	\$ 53.50	\$ 55.00	\$ 56.50
3/4" HMA SP PG64-10	\$ 52.50	\$ 54.00	\$ 55.50
3/8" Cold Mix Cutback	\$ 100.00	\$ 101.50	\$ 103.00
Enviromental fee	\$7.50/LD	\$8.00/LD	\$8.50/LD

EXHIBIT C

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

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

GRANITE CONSTRUCTION
COMPANY

By: _____
[Title]

EXHIBIT C

LABOR COMPLIANCE

1. PREVAILING WAGE

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

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

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

2. PREVAILING WAGE RECORDS

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

B. The City shall notify the Consultant in writing of any discrepancies or violations that are discovered during such inspections. Written notification pursuant to this Section shall include the actions that will be necessary to resolve the discrepancies and/or violations. The Consultant shall be held entirely responsible for the prompt resolution of all non-compliances with the prevailing wage laws, including those pertaining to all subcontractors and any lower-tier subcontractors. The Consultant shall forfeit as penalty to the City the amount specified by law for each calendar day or portion

thereof for each worker (whether employed by the Consultant or any subcontractor) paid less than the stipulated prevailing rates for any work done under the Contract in violation of the provisions of the Labor Code and in particular, Section 1775.

C. To the extent applicable, Consultant and subcontractors shall maintain and furnish to the Department of Industrial Relations ("DIR"), a certified copy of each weekly payroll (but no less often than monthly), with a statement of compliance signed under penalty of perjury. Such certified payroll reports shall be transmitted electronically to the DIR.

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

3. Labor Discrimination

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

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

4 Eight-Hour Day Limitation

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

(b) The Consultant and each Subcontractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by them in connection with the Contract. This record shall be open at all reasonable hours to the inspection of the

City. It is hereby further agreed that, except as provided in (a) above, the Consultant shall forfeit as a penalty to the City the sum of twenty-five dollars (\$25) for each worker employed in the performance of the Contract by the Consultant or by any of its Subcontractors for each calendar day during which such worker is required or permitted to labor more than eight (8) hours in and one calendar day and forty (40) hours in any one calendar week in violation of Sections 1810 through 1815.

5. Compliance with State Requirements for Employment of Apprentices

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

Consultant Questionnaire

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

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

Company Name _____ (Agreement Date) _____

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

Company address _____ Phone _____

City, State, Zip _____

Contracting City Dept. _____

Estimated Date of Project Completion _____

- A. Will consultant make governmental decision whether to
1. Approve a rate, rule, or regulation? Yes No
 2. Adopt or enforce a law? Yes No
 3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement? Yes No
 4. Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract which requires agency approval? Yes No
 5. Grant agency approval to a contract which requires agency approval and in which the agency is a party or to the specifications for such a contract? Yes No
 6. Grant agency approval to a plan, design, report, study, or similar item? Yes No
 7. Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof? Yes No
- B. Will the consultant serve in a staff capacity with the City and in that capacity perform the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code? Yes No
- Will consultant manage public investments? Yes No

Name of City Staff Completing Questionnaire

Date

**If other individuals will be working on the contract, a form should be completed for each person to determine filing obligation.
e/clerk/consultant questionnaire*

CONTRACT FOR SERVICES

THIS CONTRACT is made on July 1, 2020, by and between the CITY OF WEST SACRAMENTO ("City"), and Vulcan Materials Company ("Consultant").

WITNESSETH:

WHEREAS, the City desires to engage Consultant to perform services set forth in **Exhibit "A"**.

WHEREAS, the Consultant has presented a proposal for such services to the City, dated April 6, 2020, (attached hereto as **Exhibit "A"**) and is duly licensed, qualified and experienced to perform those services;

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

1. SCOPE OF SERVICES:

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

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

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

2. TERM OF CONTRACT

A. The services of Consultant are to commence upon execution of this Contract by City and shall be undertaken and completed June 30, 2023.

B. The City Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for two (2) one (1) optional contract years in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

3. COMPENSATION:

A. The Consultant shall be paid no more often than monthly at the completion of services for the actual fees, costs and expenses for all time and materials required and expended, but in no event shall total compensation exceed as outlined in Exhibit B, without City's prior written approval. Consultant's fees shall be as specified in the Schedule of Fees, which is attached hereto and incorporated herein as **Exhibit "B"** with an annual not-to-exceed of \$15,000.

B. Consultant will bill for the completion services rendered. Subject to Section 3 (A) of this Agreement, the City will pay for all professional fees and expenses incurred in accordance with this contract. Said amount shall be paid upon submittal of a billing showing completion of the services that month. Consultant shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings.

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

4. TERMINATION:

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

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

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

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

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

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

6. EXTENSIONS OF TIME:

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

7. PROPERTY OF CITY:

A. It is mutually agreed that upon full payment of all invoiced amounts, copies of the written Deliverables originally and specifically developed for and delivered to City by the Consultant as described in **Exhibit "A"** ("Scope of Services") under this Contract shall become the property of the City. Consultant's workpapers and other documents related to the Services shall remain Consultant's property and constitute confidential information of Consultant. Immediately upon termination, the City shall be entitled to, and the Consultant shall deliver to the City, all completed Deliverables along with all other property (if any) belonging exclusively to the City which is in the Consultant's possession.

8. COMPLIANCE WITH ALL LAWS:

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

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

C. Consultant (Vulcan Materials Company) is fully licensed to complete all work under this contract.

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

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

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

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

D. In the event Consultant failed to meet the applicable professional standards Consultant will correct any material errors caused by its failure to meet such professional standards at no additional cost to the City.

10. SUBCONTRACTING:

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

11. ASSIGNABILITY:

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

12. INTEREST IN CONTRACT:

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

13. MATERIALS CONFIDENTIAL:

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

14. LIABILITY OF CONSULTANT-NEGLIGENCE:

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

15. INDEMNITY AND LITIGATION COSTS:

Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from Consultant's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract except such loss or damage caused by the active negligence, sole negligence, or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this Contract.

16. CONSULTANT TO PROVIDE INSURANCE:

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

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

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

a. Worker's Compensation - Insurance to protect the Consultant, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such

coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

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

2. Commercial General Liability Insurance

a. The insurance shall be provided on form CG0001, or its equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **\$1,000,000** per occurrence and **\$3,000,000** general and products/completed operations aggregates.

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

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

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

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

3. Commercial Automobile Insurance

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

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

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

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

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

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

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

17. MISCELLANEOUS PROVISIONS:

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

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

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

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

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

City:
City of West Sacramento
Administrative Services Department
1110 West Capitol Avenue, 3rd Floor
West Sacramento, CA 95691
Attn: Lorianne Landsaw

Consultant:
Vulcan Materials Company
9800 Del Road.
Roseville, CA 95747
Attn: Bonnie Ostini

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

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

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

[Signatures on following page]

CITY OF WEST SACRAMENTO

By: _____
Aaron Laurel, City Manager

ATTEST:

By: _____
Yashin Abbas, City Clerk

APPROVED AS TO FORM:

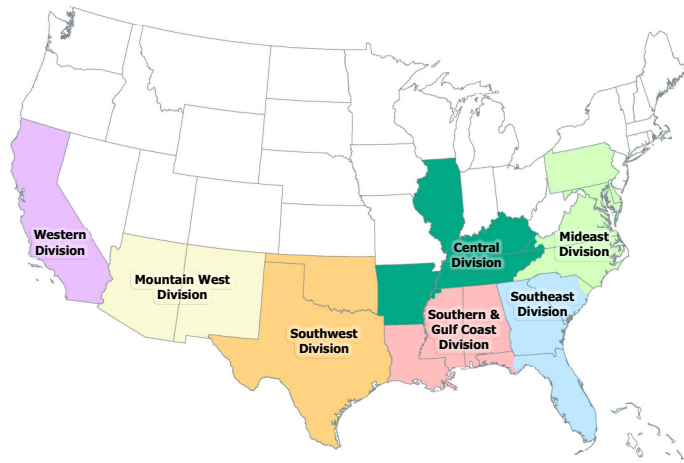
By: _____
Jeffrey Mitchell, City Attorney

VULCAN MATERIALS COMPANY

By: _____
Title:

EXHIBIT A
Scope of Services

Vulcan is the largest supplier of aggregates in California and the United States, with over 15 billion tons of proven and probable reserves throughout 20 states, Mexico, and 19 of the nation's 25 largest metropolitan areas.

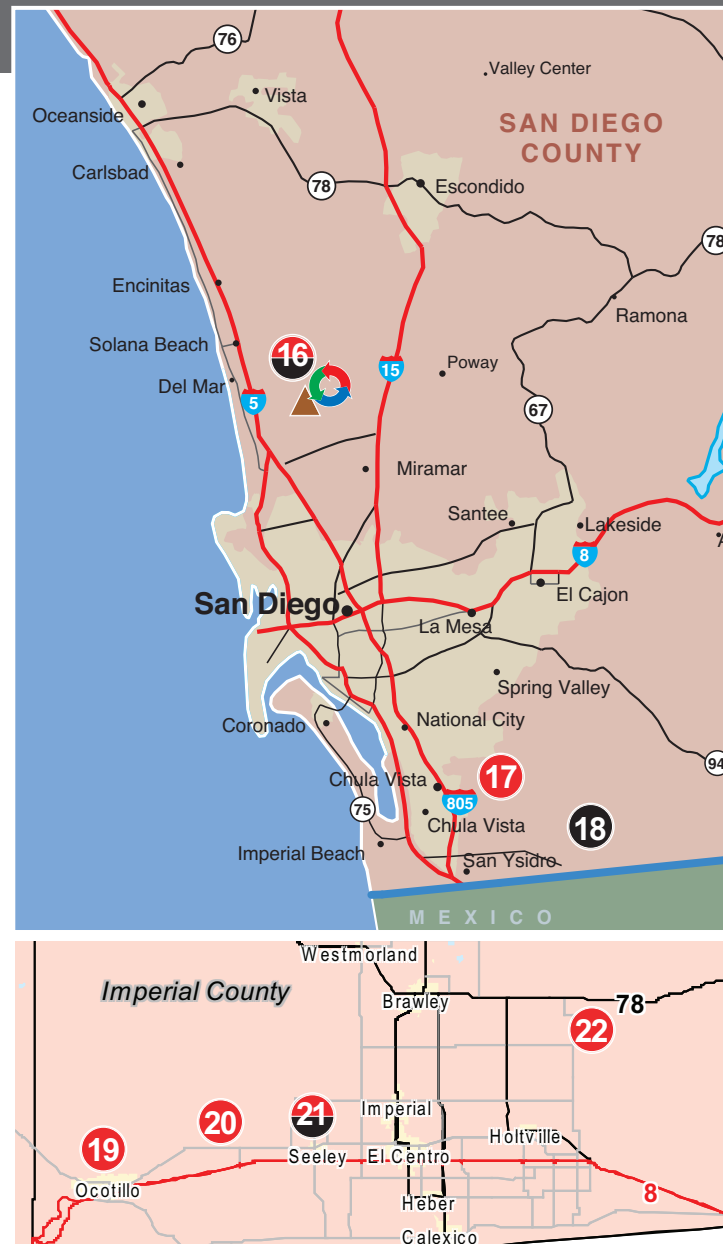


But we're also *more* than the nation's largest aggregate supplier. We're a long-term partner for your most challenging construction projects, with state-of-the-art certified laboratories and in-house experts in ship, barge, rail and truck logistics, including California's second-largest trucking fleet, Heritage Logistics.

Call our dedicated National Accounts team at (804) 240-9099 to learn more about what we can do for you across our national footprint.



Vulcan supplied nearly 32,000 tons of aggregates in less than 24 hours for the February 16, 2014 world record-setting foundation pour for The Wilshire Grand Center in downtown Los Angeles.



SAN DIEGO / IMPERIAL
AREA SALES OFFICE
7220 Trade Street, Suite 200
San Diego, CA 92121
(858) 530-9472

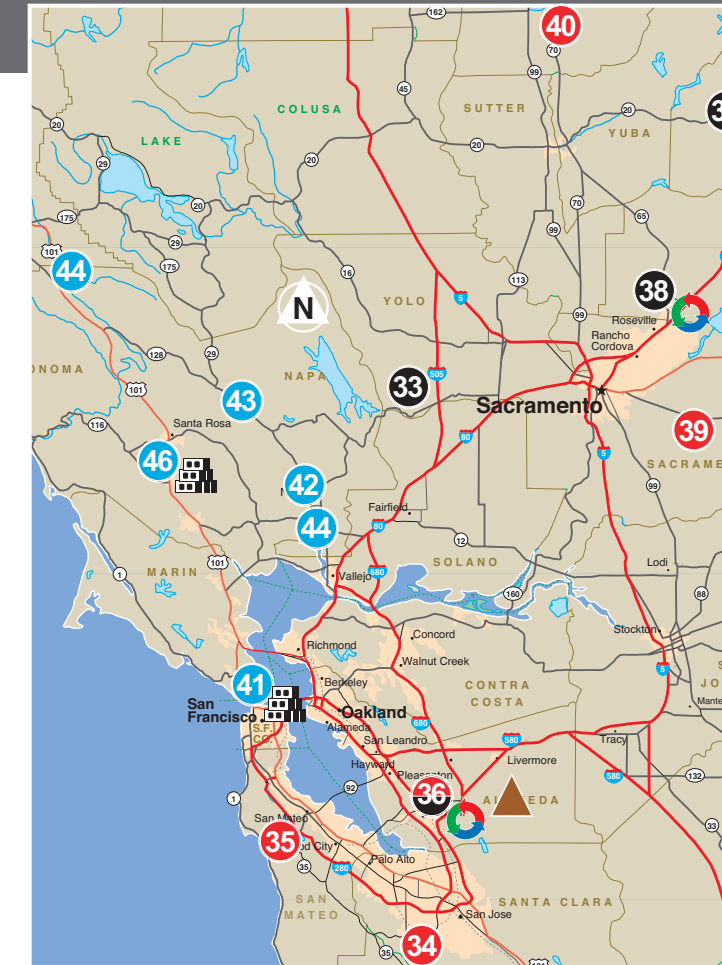
- 16** **CARROLL CANYON**
10051 Black Mountain Rd.
San Diego, CA 92126
(626) 856-6156 • Asphalt/Aggregate
▲ Landfill
- 17** **CHULA VISTA**
2275 Hard Rock Rd.
Chula Vista, CA 91913
(626) 856-6156
- 18** **OTAY**
7522 Paseo de la Fuente
San Diego, CA 92154
(626) 856-6156
- 19** **SHELL CANYON**
2000 Shell Canyon Rd.
Ocotillo, CA 92259
(760) 353-5850
- 20** **DIXIELAND**
2996 Evan Hewes Hwy.
Imperial, CA 92251
(760) 353-5850
- 21** **SEELEY**
1859 Evan Hewes Hwy.
Seeley, CA 92273
(760) 353-5850
- 22** **EAST MESA**
4150 Whitlock Rd.
Brawley, CA 92227
(760) 353-5850



CENTRAL CALIFORNIA

- 23** **ASHLAN**
3570 W. Ashlan Ave.
Fresno, CA 93730
(559) 224-4627
- 24** **BAKERSFIELD**
8517 Panama Ln.
Bakersfield, CA 93311
(661) 835-4800
- 25** **SAN EMIDIO**
16101 Hwy. 166
Bakersfield, CA 93311
(661) 858-2673
- 26** **WHEELER RIDGE**
4501 Sabodan
Mettler, CA 93301
(661) 858-0608
- 27** **FRESNO**
11099 Old Friant Rd.
Fresno, CA 93730
(559) 434-1202 • Recycle
- 28** **LEMON COVE**
24325 Lomitas Dr.
Lemoncove, CA 93244
(559) 564-3336
- 29** **RIVER ROCK**
11599 Old Friant Rd.
Fresno, CA 93730
(559) 434-1202
- 30** **SANGER**
17041 E. Kings Canyon Hwy.
Sanger, CA 93657
(559) 787-2534
- 31** **LOS BANOS**
22101 Sunset Ave.
Los Banos, CA 93635
(209) 826-5066
- 32** **MADERA ASPHALT**
29316 Ave. 12 1/2
Madera, CA 93638
(559) 661-2014

AGGREGATE ● **ASPHALT** ● **READY-MIX CONCRETE**
● **RECYCLE** ▲ **LANDFILL** ■ **BUILDING MATERIALS**



NORTHERN CALIFORNIA

AREA OFFICE
50 El Charro Rd.
Pleasanton, CA 94588
(925) 373-1802

- 33** **CACHE CREEK**
30288 Hwy. 16
Madison, CA 95653
(530) 406-8809
- 34** **LEXINGTON**
18500 Limekiln Canyon Rd.
Los Gatos, CA 95033
(408) 354-7904
- 35** **PILARCITOS**
11700 Hwy. 92
Half Moon Bay, CA 94019
(650) 726-5286
- 36** **PLEASANTON**
50 El Charro Rd.
Pleasanton, CA 94588
(925) 249-3066 • Aggregate
(925) 249-3089 • Asphalt
(925) 249-3079 • Landfill
- 37** **GRASS VALLEY**
11825 La Barr Meadows Rd.
Grass Valley, CA 95945
(530) 273-4437
- 38** **ROSEVILLE**
9800 Del Rd.
Roseville, CA 95747
(916) 773-3968
(919) 773-3225 • Recycle
- 39** **SACRAMENTO**
11501 Florin Rd.
Sacramento, CA 95830
(916) 682-0850
- 40** **TABLE MOUNTAIN**
2216 Table Mountain Blvd.
Oroville, CA 95965-9109
(530) 534-4517
- 41** **SAN RAFAEL**
548 Dubois St.
San Rafael, CA 94901
(800) 779-5777
- 42** **PETALUMA**
400 Hopper St.
Petaluma, CA 94952
(800) 779-5777
- 43** **SANTA ROSA**
1534 Copperhill Pkwy.
Santa Rosa, CA 95403
(800) 779-5777
- 44** **NAPA**
999 Kaiser Rd.
Napa, CA 94558
(800) 779-5777
- 45** **CLOVERDALE**
30022 Levee Rd.
Cloverdale, CA 95425
(800) 779-5777
- 46** **COTATI/ROHNERT PARK**
8150 Gravenstein Hwy.
Cotati, CA 94931
(707) 792-4695

TRIANGLE ROCK PRODUCTS

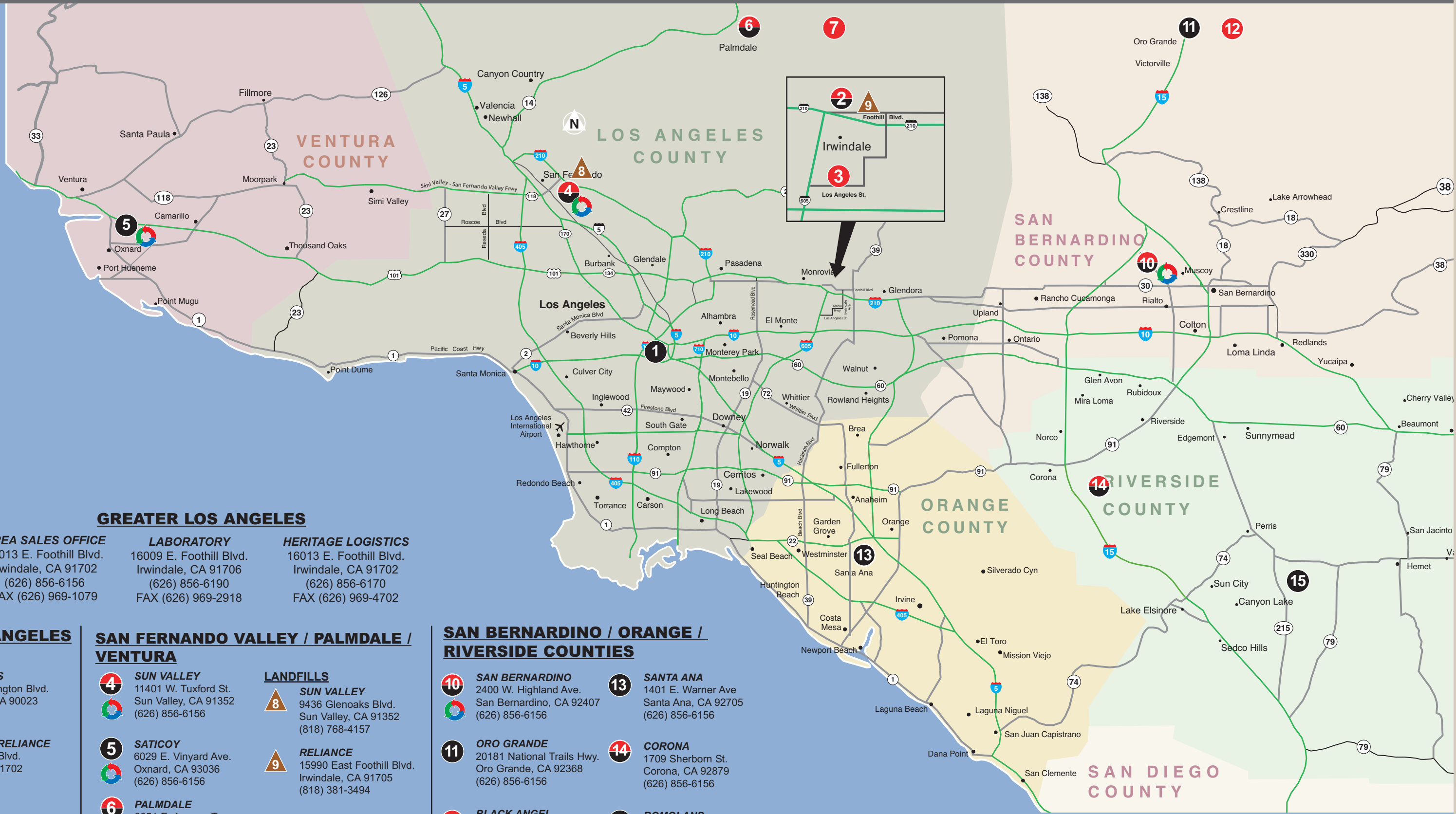
Vulcan
Materials Company
WESTERN DIVISION

DIVISION HEADQUARTERS
500 N. Brand Blvd., Suite 500
Glendale, CA 91203
(818) 553-8800



COMPLETE
CONSTRUCTION
MATERIALS
SOLUTIONS

- Aggregates
- Asphalt
- Ready-Mix Concrete
- Transportation Solutions
- Landfills
- Recycled Materials



GREATER LOS ANGELES

AREA SALES OFFICE 16013 E. Foothill Blvd. Irwindale, CA 91702 (626) 856-6156 FAX (626) 969-1079	LABORATORY 16009 E. Foothill Blvd. Irwindale, CA 91706 (626) 856-6190 FAX (626) 969-2918	HERITAGE LOGISTICS 16013 E. Foothill Blvd. Irwindale, CA 91702 (626) 856-6170 FAX (626) 969-4702
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METRO LOS ANGELES

- 1 LOS ANGELES**
2715 E. Washington Blvd.
Los Angeles, CA 90023
(626) 856-6156
- 2 IRWINDALE / RELIANCE**
16005 Foothill Blvd.
Irwindale, CA 91702
(626) 856-6156
- 3 DURBIN**
13000 E. Los Angeles St.
Irwindale, CA 91706
(626) 856-6156

SAN FERNANDO VALLEY / PALMDALE / VENTURA

- 4 SUN VALLEY**
11401 W. Tuxford St.
Sun Valley, CA 91352
(626) 856-6156
- 5 SATICOY**
6029 E. Vinyard Ave.
Oxnard, CA 93036
(626) 856-6156
- 6 PALMDALE**
6851 E. Avenue T
Littlerock, CA 93543
(626) 856-6156
- 7 BIG ROCK**
35451 155th Street E.
Pearblossom, CA 93553
(626) 856-6156

- LANDFILLS**
- 8 SUN VALLEY**
9436 Glenoaks Blvd.
Sun Valley, CA 91352
(818) 768-4157
 - 9 RELIANCE**
15990 East Foothill Blvd.
Irwindale, CA 91705
(818) 381-3494

SAN BERNARDINO / ORANGE / RIVERSIDE COUNTIES

- 10 SAN BERNARDINO**
2400 W. Highland Ave.
San Bernardino, CA 92407
(626) 856-6156
- 11 ORO GRANDE**
20181 National Trails Hwy.
Oro Grande, CA 92368
(626) 856-6156
- 12 BLACK ANGEL**
27300 Hodge Rd.
Barstow, CA 92342
(626) 856-6156
- 13 SANTA ANA**
1401 E. Warner Ave
Santa Ana, CA 92705
(626) 856-6156
- 14 CORONA**
1709 Sherborn St.
Corona, CA 92879
(626) 856-6156
- 15 ROMOLAND**
26100 Antelope Rd.
Sun City, CA 92585
(626) 856-6156

	AGGREGATE		ASPHALT
	RECYCLE		LANDFILL

Vulcan

Materials Company

WESTERN DIVISION

Your Complete Construction Materials Solutions Provider

Vulcan's Western Division provides:

- **Wide product line:** A full line of aggregates, asphalt, recycle and construction landfills; we also have a sustainable line of products including Wampave™ warm mix asphalt, porous asphalt, recycled base, and up to 50% recycled material used in our asphalt.
- **Convenience:** 46 operations throughout California
- **Quality:** 5 certified regional laboratories and on-site support
- **Service:** Professional sales team and an in-house staff that can help advise on product and mix selection, QA/QC and LEED projects, trucking assistance, and environmental matters
- **Reliability and Consistency:** Dependable supplies for timely project delivery

We are committed to best practices that are socially, environmentally, and economically sustainable.

Visit VulcanWestSustainability.com to see how we measure up.



www.vulcanmaterials.com

Printed on recycled paper



TRIANGLE ROCK PRODUCTS, LLC
A SUBSIDIARY OF VULCAN MATERIALS COMPANY

Quotation

Attn: Heather Brophy

Quote Name: CITY OF WEST SACRAMENTO 2020 ANNUAL
Quote #: 757261

CITY OF WEST SACRAMENTO
1951 S RIVER RD
WEST SACRAMENTO, CA 95691-2816
Acct#: 982311

VARIOUS LOCATIONS

SACRAMENTO, CA 95830
Contract #: ANNUAL CONTRACT

Date: Monday, April 6, 2020
Quote Created: Monday, April 6, 2020

Sales Rep : Bonnie Ostini
631 COMMERCE DR.
ROSEVILLE, CA 95747
Phone: 510-954-9605

Effective From: Monday, April 6, 2020
Quote Expiration: Wednesday, May 6, 2020
Price Expiration: Wednesday, May 6, 2020

Phone: 510-954-9605
Fax :
Email: ostinib@vmcmail.com

Special Instructions:

- *Class II AB subject to availability.
 - *1-1/2" gravel bid as alternate to 1-1/2" crushed rock.
 - *Class 1 Ballast bid as alternate to Rip Rap.
 - *Washed Con Sand bid as alternate to Washed #2 Sand.
 - Customer agrees that any claims concerning quality control, or compliance with product specifications, shall be waived unless written notice of such claim shall be delivered to Vulcan, by certified mail at the address found on its invoice, within 30 days of receipt of such products by Customer.
- Please see attached facilities map for address locations.**

STONE

Plant	Product Name	Product #	Qty U/M	F.O.B. Plant Per Unit
TABLE MOUNTAIN STONE	BALLAST CL 1	23153	1 Tons	\$18.25

SAND & GRAVEL

Plant	Product Name	Product #	Qty U/M	F.O.B. Plant Per Unit
SACRAMENTO SAND & GRAVEL	3/4IN CL 2 BASE	16022	1 Tons	\$15.50
SACRAMENTO SAND & GRAVEL	1 1/2IN GRAVEL	24042	1 Tons	\$18.50
SACRAMENTO SAND & GRAVEL	3/4IN CR	26072	1 Tons	\$17.50
SACRAMENTO SAND & GRAVEL	1/2IN CR	27022	1 Tons	\$17.50
SACRAMENTO SAND & GRAVEL	3/8IN CR	28042	1 Tons	\$19.50
SACRAMENTO SAND & GRAVEL	FILL SAND	31202	1 Tons	\$15.00
SACRAMENTO SAND & GRAVEL	PGE SAND	31522	1 Tons	\$15.00
SACRAMENTO SAND & GRAVEL	WASHED CONCRETE SAND	31822	1 Tons	\$18.50

Other Charges

Environmental Fee -Agg & Asphalt at \$5.00 / Load

Prices quoted above do not include any state or local sales and use tax, if any applies for this project.

Prices quoted are for shipments during normal daytime working hours unless other shipping hours are mutually agreed upon in writing by both parties.

Prices are FOB plant as stated above. Terms are Net 15 prox. Please note standard terms and conditions apply. (Subject to credit approval)

This quote is limited to acceptance within 30 days from the date of this quotation after which time quotation is subject to review/revision. Please contact Sales prior to placing the order.

Accepted by:

Date:

Sales Representative:

Date:

We appreciate the opportunity to provide you this quote and trust that Vulcan will have the pleasure of serving your needs for this and future projects.

GENERAL TERMS AND CONDITIONS

PRICES AND TERMS

Prices are based on the terms and conditions set forth on page 1 of this Quotation, of which these General Terms and Conditions form a part, the terms and conditions stated in Customer's Application for Business Credit, and, if applicable, any terms and conditions relating to the delivery or shipment of materials by truck, barge, vessel, rail or other means which are provided by Vulcan to Customer in addition to this Quotation (each, a "Vulcan Sales Document", and collectively, the "Vulcan Sales Documents"). Prices are available only to the customer specifically named therein, and are only for the quantities mentioned in such Quotation or Sales Order plus or minus 10% of such quantities. A charge of 1.5% per month, (18% annum), will accrue on a daily basis from the date of invoice and will continue to accrue on a daily basis on any unpaid balance, both before and after judgment, until the date the balance is paid in full, or at the maximum amount permitted by law in which the sale occurred, whichever is less. **However, the assessment of a finance charge on invoices paid in full by the payment due date will be waived.** Quotation is offered for furnishing the total aggregate requirements for the project only. Customer's contract with Vulcan regarding the sale by Vulcan to Customer of the materials listed in this Quotation is subject to the terms and conditions set forth in the Vulcan Sales Documents. Prices reflect Customer's acceptance of materials at the quoted plant based upon gradation analysis performed and reported by Vulcan's certified plant quality control personnel. Any penalties that result from in place sampling shall be the full responsibility of Customer.

THE TERMS AND CONDITIONS OF THE VULCAN SALES DOCUMENTS GOVERN THE RIGHTS AND OBLIGATIONS OF THE PARTIES

If Customer has issued a purchase order for the materials quoted by Vulcan in this Quotation, this Quotation is not an acceptance of said purchase order, or any of its terms or conditions, which are hereby rejected. Any sale by Vulcan to Customer of the materials listed in this Quotation shall be subject to the terms and conditions set forth in the Vulcan Sales Documents, and Customer's receipt or acceptance of said materials shall constitute acceptance of the offer that this Quotation constitutes. Any terms or conditions of a subsequent purchase order issued by Customer that are inconsistent with the terms and conditions of the Vulcan Sales Documents shall be null and void.

SHIPMENT AND DELIVERY

Unless a "delivered" price is quoted by Vulcan in the Vulcan Sales Documents, all prices are F.O.B. point of shipment from the locations designated. All taxes applicable to the sale or delivery of materials that are not paid directly by Customer will be added to the sales price, invoiced to and paid by Customer, unless Customer provides Vulcan with satisfactory evidence of exemption from same. Shipment will be in accordance with Customer's reasonable instructions or, if none, then by whatever means Vulcan shall deem practicable. The quantities of material delivered to Customer shall be conclusively presumed to be the quantities shown on the tickets produced from a certified weigh scale at Vulcan's quarry or sales yard.

CREDIT AND DEFAULT

Vulcan shall have no obligation to ship or deliver except upon its determination prior to each shipment or delivery that Customer is worthy of the credit to be extended and is not in default upon any obligation to Vulcan. Upon default, Customer agrees to pay all of Vulcan's collection expenses, including attorneys' fees.

INSURANCE

A Memorandum of Insurance containing current information regarding Vulcan's insurance program is available at <http://www.marsh.com/moi?client=D156>.

EXCULPATORY PROVISIONS

Vulcan shall have no liability for delay or failure to make shipments, or delivery, as a result of strikes, labor problems, severe weather conditions, casualty, mechanical breakdown or other conditions beyond Vulcan's reasonable control. In no event shall Vulcan be liable for any incidental or consequential damages. Vulcan's liability and Customer's exclusive remedy for any cause of action arising out of the provision of material quoted herein shall be the replacement of, or payment of the purchase price for, the materials which are the subject of this Quotation.

CHANGE OF TERMS

Vulcan may change the price and/or quantity upon 30 days' notice to Customer. Vulcan shall also have right to change, modify or amend any other terms and conditions upon written notice of such change to customer. The effect of the change shall be as stated in the written notice and accepted by Customer upon placing of orders with seller following receipt of such notice.

APPLICABLE LAW

All orders are subject to acceptance by Vulcan at the headquarters of its West Division in Los Angeles, California, and the laws of the state in which the materials was shipped from shall apply to the sale of all materials subject hereto. In the event material is imported into the U.S., the law in the state in which the material was sold to the customer will prevail. All disputes regarding finance charges shall be governed by Alabama law.

LIMITED WARRANTY AND WARRANTY DISCLAIMER

Vulcan warrants for a period of one (1) year from date of delivery only that the material sold hereunder substantially complies with Vulcan's specifications for said material or the specifications set forth in Vulcan's quotation. **VULCAN HEREBY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF THE MATERIAL SOLD HEREUNDER, OTHER THAN THE EXPRESS WARRANTY STATED ABOVE.** In addition, except to the extent otherwise set forth in the specifications described above, Vulcan makes no warranty whatsoever with respect to specific gravity, absorption, whether the material is innocuous, non-deleterious, or non-reactive, or whether the material is in conformance with any plans, other specifications, regulations, ordinances, statutes, or other standards applicable to Customer's job or to said material as used by Customer. **VULCAN SHALL IN NO EVENT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSED BY NON-COMPLIANCE OF THE MATERIAL WITH SPECIFICATIONS, OR FOR ANY DEFECTS IN THE MATERIAL SOLD HEREUNDER.**

EXHIBIT C

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

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

VULCAN MATERIALS COMPANY

By: _____
[Title]

EXHIBIT C

LABOR COMPLIANCE

1. PREVAILING WAGE

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

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

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

2. PREVAILING WAGE RECORDS

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

B. The City shall notify the Consultant in writing of any discrepancies or violations that are discovered during such inspections. Written notification pursuant to this Section shall include the actions that will be necessary to resolve the discrepancies and/or violations. The Consultant shall be held entirely responsible for the prompt resolution of all non-compliances with the prevailing wage laws, including those pertaining to all subcontractors and any lower-tier subcontractors. The Consultant shall forfeit as penalty to the City the amount specified by law for each calendar day or portion

thereof for each worker (whether employed by the Consultant or any subcontractor) paid less than the stipulated prevailing rates for any work done under the Contract in violation of the provisions of the Labor Code and in particular, Section 1775.

C. To the extent applicable, Consultant and subcontractors shall maintain and furnish to the Department of Industrial Relations ("DIR"), a certified copy of each weekly payroll (but no less often than monthly), with a statement of compliance signed under penalty of perjury. Such certified payroll reports shall be transmitted electronically to the DIR.

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

3. Labor Discrimination

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

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

4 Eight-Hour Day Limitation

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

(b) The Consultant and each Subcontractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by them in connection with the Contract. This record shall be open at all reasonable hours to the inspection of the

City. It is hereby further agreed that, except as provided in (a) above, the Consultant shall forfeit as a penalty to the City the sum of twenty-five dollars (\$25) for each worker employed in the performance of the Contract by the Consultant or by any of its Subcontractors for each calendar day during which such worker is required or permitted to labor more than eight (8) hours in and one calendar day and forty (40) hours in any one calendar week in violation of Sections 1810 through 1815.

5. Compliance with State Requirements for Employment of Apprentices

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

Consultant Questionnaire

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

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

Company Name _____ (Agreement Date) _____

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

Company address _____ Phone _____

City, State, Zip _____

Contracting City Dept. _____

Estimated Date of Project Completion _____

- A. Will consultant make governmental decision whether to
- 1. Approve a rate, rule, or regulation? Yes No
 - 2. Adopt or enforce a law? Yes No
 - 3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement? Yes No

 - 4. Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract which requires agency approval? Yes No

 - 5. Grant agency approval to a contract which requires agency approval and in which the agency is a party or to the specifications for such a contract? Yes No

 - 6. Grant agency approval to a plan, design, report, study, or similar item? Yes No

 - 7. Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof? Yes No
- B. Will the consultant serve in a staff capacity with the City and in that capacity perform the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code? Yes No
- Will consultant manage public investments? Yes No

Name of City Staff Completing Questionnaire

Date

**If other individuals will be working on the contract, a form should be completed for each person to determine filing obligation.
e/clerk/consultant questionnaire*

MEETING DATE: May 20, 2020

ITEM # 9

SUBJECT:

CONSIDERATION OF AWARD OF A PRE-QUALIFIED VENDOR LIST TO SUPPLY A VARIETY OF VEHICLE MAINTENANCE AND REPAIR PARTS IN SUPPORT OF CITY FLEET

INITIATED OR REQUESTED BY:

[] Council [X] Staff

[] Other

REPORT COORDINATED OR PREPARED BY:

Heather Brophy, Business Manager

Public Works Operations & Maintenance Dept.

ATTACHMENT [X] Yes [] No

[] Information

[] Direction

[X] Action

OBJECTIVE

The purpose of this report is to establish a list of pre-qualified vendors that will provide a variety of goods and supplies necessary for the efficient operation of City vehicles maintained by the Public Works Operations and Maintenance Department.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council:

- 1) Approve the use of this proposed pre-qualified vendor list for the purpose of providing supplies used in an ongoing fashion for the efficient operation of City vehicles maintained by the Public Works Operations and Maintenance Department; and
- 2) Authorize the City Manager, or his designee, to execute a contract with each pre-qualified vendor.

BACKGROUND

A pre-qualified supply vendor list is an efficient cost and time saving resource for staff as it allows for consolidating the solicitation, review and contract negotiation by individual cost centers all while remaining compliant with the City's Purchasing Policy. With a pre-qualified vendor list, the cost center may coordinate the purchase of items necessary to ensure staff and/or projects are available to maintain both schedule and remain within budget. Additionally, there will be a cost savings derived from benefits associated with the economies of scale and with the significant time savings.

ANALYSIS

In March 2020, Public Works Operations and Maintenance Department issued a Request for Quotation (RFQ) for vehicle maintenance and repair parts. Per the RFQ, two (2) proposals were received, all were evaluated to determine qualifications and experience in the areas of:

- Background and experience of provider
- Past performance
- Vendor's quality control and warranties
- Product availability and price

A review panel with Fleet staff members from Public Works Operations and Maintenance reviewed each of the vendors proposals, and both firms are recommended for the pre-qualified list:

- O'Reilly Auto Parts
- Mobile Truck Service

The following is a list of anticipated vendor costs over a three (3) year contractual time frame:

Vendor	Used By:	Uses:	Not to Exceed Three Year Contract:
O'Reilly Auto Parts	Public Works Operations and Maintenance Fleet	Vehicle maintenance and repair parts and supplies	\$60,000
Mobile Truck Service	Public Works Operations and Maintenance Fleet	Vehicle maintenance and repair parts and supplies	\$6,000

The pre-qualified vendor list will be maintained for a period of three (3) years with the option to extend for two (2) one-year extensions. The proposed prequalified list of contractors would be effective July 1, 2020 through June 30, 2023.

Environmental Considerations

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

Commission Recommendation

Not applicable.

Strategic Plan Integration

Council approval of the pre-qualified vendor list is consistent with the City Council's goal for a *Financially Sound City Government* and to provide *Quality City Services* by ensuring compliance with City adopted policies.

Alternatives

The City Council may decide to:

- 1) Approve the Recommended Action; or
- 2) Reject the Recommended Action and direct staff to reissue the RFQ.

Staff recommends Alternative 1 as the best way to achieve the desired cost and time advantages of having several on-call vendors available for department-wide purchase of goods.

Coordination and Review

The preparation of the proposed pre-qualified vendor list was coordinated by the Public Works Operations and Maintenance Department and reviewed by the Administrative Services Department.

Budget/Cost Impact

The cost for parts is budgeted with the Fleet Fund (Fund 104) as approved by Council in the biennial budget. The approved budget is sufficient to fund the anticipated costs for the various parts required.

ATTACHMENT(S)

- 1) RFQ Vehicle Maintenance and Repair Parts
- 2) O'Reilly Auto Parts Contract
- 3) Mobile Truck Service Contract



**REQUEST FOR QUOTATION
FOR THE ESTABLISHMENT OF
MULTIPLE BLANKET PURCHASE AGREEMENTS
FOR
VEHICLE MAINTENANCE
AND REPAIR PARTS**

**Date of Issuance: March 16, 2020
Deadline Date: April 3, 2020**

Public Works Operations and Maintenance Department
1951 South River Road
West Sacramento, California 95691
Phone: (916) 617-4850
Email: heatherb@cityofwestsacramento.org

I. BACKGROUND

The City of West Sacramento is an urban area located along the Sacramento River with a population of 55,000. The City performs maintenance and repairs on city wide vehicles and equipment and require a variety of parts and materials in the process.

II. INTRODUCTION

A. General Information

The City of West Sacramento is requesting quotations from pre-qualified vendors to supply a variety of goods and supplies in support of the needs of the Fleet Division of Public Works.

B. Terms of Engagement

It is the intent of the City to contract for services presented herein for a term of three (3) years. The City reserves the right to cancel at any time if services rendered are unsatisfactory. The City also reserves the right to extend the term of this contract for two (2) additional one (1) year extensions subject to satisfactory negotiation of terms and the annual availability of an appropriation.

III. SCOPE OF WORK

The quantities stated in the pricing schedule are estimates only of the City's requirements. Contractor agrees to furnish more or less than the estimates at the unit prices quoted in accordance with availability of funds and actual needs as they occur throughout the contract period.

A. Quantities Unrestricted

The City of West Sacramento is not limited to purchase all its requirements from any contract resulting from this request.

B. Brand Name

- 1) Unless otherwise indicated, brand names and numbers, when used, are for reference to indicate the character or quality desired.
- 2) Equal items will be considered, provided offer clearly describes the merchandise. Offers for equal items shall state the brand and number, or level of quality. The determination of the Purchasing Agent as to what items are equal shall be final and conclusive.
- 3) When brand, number, or level of quality is not stated by the Contractor, it is understood the offer is exactly as specified.
- 4) If submitting a proposal on a manufacturer's product other than that specified, Contractor must attach descriptive literature and specifications with the proposal.

- 5) If necessary, the burden of proof and cost of analysis to determine equality shall be that of the Contractor.

C. Pricing

Pricing during the term of this agreement will be applied as follows:

- 1) Contract Items - Prices for contract items (see Pricing Schedule) are to be firm for the first year of the contract.
- 2) Pricing - Quantities listed are annual estimates and may change **as required**. All orders are placed on an as-needed basis. Unit cost pricing shall be based on the singular unit quantity of the item being priced (e.g., ton) Vendors are to supply manufacturer and product number for each item in the space provided, as appropriate. Please see **Appendix A** for product list and pricing worksheet.
- 3) Pricing Changes – Include all anticipated price changes over the three-year life of the contract as a line item assumption and include on the pricing schedule if needed. Vendors are to supply manufacturer and product number for each item in the space provided.

D. Schedule

Proposals shall follow the following tentative schedule:

- March 16, 2020 - RFP Issued
- March 27, 2020 – Request for Information Due by 1:00 p.m.
- March 31, 2020 – City’s Response to Request for Information posted on City website by 4:30 p.m.
- **April 3, 2020 Proposal Due by 2 p.m.**

NOTE: All items must be priced for RFQ to be considered responsive.

All pricing is to be in U.S. dollars.

**APPENDIX A
VEHICLE PARTS PRICING WORKSHEET**

Item	Specification	Manufacturer	Qty	Size	Price 1st Year	Price 2nd Year	Price 3rd Year
Air Filter	16095		1	Each			
	42404		1	Each			
Battery	78 EXT		1	Each			
	96 RPRMJ		1	Each			
Brake Cleaner			1	Gallon			
Brake Pads	1066		1	Each			
Cabin Filter	24419	WIX	1	Each			
Coolant/Antifreeze			1	Gallon			
Fuel Filter	33595	WIX	1	Each			
Fuel Hose	27340		1	Each			
Gear Lube	80036		1	Each			
Micro V-Belt	K071013		1	Each			
	K040335 SP		1	Each			
	K060935		1	Each			
Motor Oil	0W 20		1	Quart			
	0W 30		1	Quart			
	5W 40		1	Quart			
	SYN 20		1	Quart			
Motor Tune-Up	SF16	Seaform	16	Oz			
Oil Filters	51085	WIX	1	Each			
	57151	WIX	1	Each			
Power Steering Fluid			1	Gallon			
Rain Guard Beam	22"		1	Each			
Street Sweeper Filter	DDER61709		1	Each			
Transmission Fluid			1	Gallon			
Wiper Blades	22"		1	Each			
Wiper Fluid			1	Gallon			

IV. SUBMISSION REQUIREMENT

The Package

- May be emailed in pdf format, Postal Mailed, or Delivered in-person. If mailed or hand- delivered, four (4) copies of the qualifications package must be submitted.
- Must include the items listed in this RFQ.
- Must be submitted with clearly labeled, sequentially ordered sections corresponding to the numbered items listed in this RFQ.

Submissions will be evaluated primarily on the following factors, which are listed in no order:

- Ability to supply products listed.
- Pricing of supply product listed.

V. SUBMISSION DEADLINE

Emails in **pdf** format or hard copies of the submissions under this Request for Qualifications (RFQ) must be received no later than 2:00 p.m. on April 3, 2020. No late submissions, postmarks, verbal quotes, or facsimiles will be accepted.

Mail: City of West Sacramento
Attention: Heather Brophy, Business Manager
1951 South River Road
West Sacramento, CA 95691

Email: heatherb@cityofwestsacramento.org

VI. SELECTION PROCESS

A selection committee comprised of City staff members will evaluate the qualifications packages and, if necessary, arrange to interview qualifying consultant teams in person. A contract will be negotiated with City staff and presented to the City Council for consideration in May 2020.

Further Information

Questions regarding this RFQ should be directed to:

Heather Brophy
Public Works Operations and Maintenance
1951 South River Road
West Sacramento CA 95691
(916) 617-4850
Email: heatherb@cityofwestsacramento.org

Disclaimers

The City reserves the right to refuse any or all consultants submitting qualifications, in whole or in part, and to request clarifications on any aspect of any submittal. Any direct and/or indirect costs or expenses of responding to this RFQ are the sole responsibility of the applicant. The selected applicant will be required to enter into the City's standard consultant contract, a copy of which is included as attached Contract for Services, subject only to minor modifications which shall be summarized and included in the consultant's original submittal.

CONTRACT FOR SERVICES

THIS CONTRACT is made on July 1, 2020, by and between the CITY OF WEST SACRAMENTO ("City"), and O'Reilly Auto Parts ("Consultant").

WITNESSETH:

WHEREAS, the City desires to engage Consultant to perform services set forth in Exhibit "A"

WHEREAS, the Consultant has presented a proposal for such services to the City, dated March 31, 2020, (attached hereto as **Exhibit "A"**) and is duly licensed, qualified and experienced to perform those services;

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

1. SCOPE OF SERVICES:

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

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

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

2. TERM OF CONTRACT

A. The services of Consultant are to commence upon execution of this Contract by City and shall be undertaken and completed June 30, 2023.

B. The City Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for two (2) one (1) optional contract years in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

3. COMPENSATION:

A. The Consultant shall be paid no more often than monthly at the completion of services for the actual fees, costs and expenses for all time and materials required and expended, but in no event shall total compensation exceed as outlined in Exhibit B, without City's prior written approval. Consultant's fees shall be as specified in the Schedule of Fees, which is attached hereto and incorporated herein as **Exhibit "B"** with an annual not-to-exceed of \$20,000.

B. Consultant will bill for the completion services rendered. Subject to Section 3 (A) of this Agreement, the City will pay for all professional fees and expenses incurred in accordance with this contract. Said amount shall be paid upon submittal of a billing showing completion of the services that month. Consultant shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings.

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

4. TERMINATION:

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

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

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

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

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

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

6. EXTENSIONS OF TIME:

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

7. PROPERTY OF CITY:

A. It is mutually agreed that upon full payment of all invoiced amounts, copies of the written Deliverables originally and specifically developed for and delivered to City by the Consultant as described in **Exhibit "A"** ("Scope of Services") under this Contract shall become the property of the City. Consultant's workpapers and other documents related to the Services shall remain Consultant's property and constitute confidential information of Consultant. Immediately upon termination, the City shall be entitled to, and the Consultant shall deliver to the City, all completed Deliverables along with all other property (if any) belonging exclusively to the City which is in the Consultant's possession.

8. COMPLIANCE WITH ALL LAWS:

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

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

C. Consultant (O'Reilly Auto Parts) is fully licensed to complete all work under this contract.

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

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

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

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

D. In the event Consultant failed to meet the applicable professional standards Consultant will correct any material errors caused by its failure to meet such professional standards at no additional cost to the City.

10. SUBCONTRACTING:

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

11. ASSIGNABILITY:

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

12. INTEREST IN CONTRACT:

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

13. MATERIALS CONFIDENTIAL:

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

14. LIABILITY OF CONSULTANT-NEGLIGENCE:

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

15. INDEMNITY AND LITIGATION COSTS:

Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from Consultant's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract except such loss or damage caused by the active negligence, sole negligence, or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this Contract.

16. CONSULTANT TO PROVIDE INSURANCE:

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

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

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

a. Worker's Compensation - Insurance to protect the Consultant, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremens and Harbor Worker's Act ("Acts"), if applicable. Such

coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

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

2. Commercial General Liability Insurance

a. The insurance shall be provided on form CG0001, or its equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **\$1,000,000** per occurrence and **\$3,000,000** general and products/completed operations aggregates.

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

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

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

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

3. Commercial Automobile Insurance

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

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

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

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

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

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

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

17. MISCELLANEOUS PROVISIONS:

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

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

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

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

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

City:
City of West Sacramento
Administrative Services Department
1110 West Capitol Avenue, 3rd Floor
West Sacramento, CA 95691
Attn: Lorianne Landsaw

Consultant:
O'Reilly Auto Parts
233 South Patterson Ave
Springfield, MO 65802
Attn: Roanen Barron

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

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

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

[Signatures on following page]

CITY OF WEST SACRAMENTO

By: _____
Aaron Laurel, City Manager

ATTEST:

By: _____
Yashin Abbas, City Clerk

APPROVED AS TO FORM:

By: _____
Jeffrey Mitchell, City Attorney

O'REILLY AUTO PARTS

By: _____
Title:

EXHIBIT A
Scope of Services



March 31, 2020

City of West Sacramento
Attn: Heather Brophy, Public Works Operations and Maintenance
1951 South River Road
West Sacramento, CA. 95691

RE: Vehicle Maintenance and Repair Parts
Bid Opening: April 3, 2020

Dear Heather,

O'Reilly Auto Parts thanks you for inviting us to provide a response for Vehicle Maintenance and Repair Parts RFQ. Enclosed you will find our prepared response in which O'Reilly has provided prices for three years on the items requested with delivery included at no extra charge. Most items are available for same day delivery. If an item must come from our distribution center, it should be available for delivery the following day.

As part of the bid, we reviewed the City's standard consultant contract. We would need minor modifications to the insurance language (Sect 16) if awarded. We have provided proof that we meet the insurance requirements with our bid response: See attached Memorandum of Insurance.

All O'Reilly Auto Part locations are corporately owned and receive nightly stock replenishment shipments throughout the week for the greatest availability of parts. Should you chose O'Reilly as your supplier, please send me an award notification so that we can make sure the correct discounts are applied to your O'Reilly account (1311723). We look forward to hearing from you.

Respectfully,

A handwritten signature in blue ink, appearing to read "R. Barron", with a horizontal line extending to the right.

Roanen T.W. Barron

Senior Bid Analyst
Phone: 417-829-5879
Fax: 417-874-7199
rbarron8@oreillyauto.com

APPENDIX A							
VEHICLE PARTS PRICING WORKSHEET							
Item	Specification	Manufacturer	Qty	Size	Price 1st Year	Price 2nd Year	Price 3rd Year
Air Filter	16095	WIX 46095	1	Each	\$6.69	\$7.02	\$7.38
	42404	WIX	1	Each	\$22.09	\$23.19	\$24.35
Battery	78 EXT	SuperStart	1	Each	\$109.69	\$115.17	\$120.93
	96 RPRMJ	SuperStart 96RPRMJ	1	Each	\$109.12	\$114.58	\$120.30
Brake Cleaner		CRC 5051	1	Gallon	\$29.99	\$31.49	\$33.06
Brake Pads	1066	Performance Friction PFC 1066.10	1	Each	\$99.87	\$104.86	\$110.11
Cabin Filter	24419	WIX	1	Each	\$9.51	\$9.99	\$10.48
Coolant/Antifreeze		O'Reilly AFZ GAL	1	Gallon	\$12.99	\$13.64	\$14.32
Fuel Filter	33595	WIX	1	Each	\$6.92	\$7.27	\$7.63
Fuel Hose	27340	Gates	1	Each	\$2.82	\$2.96	\$3.11
Gear Lube	80036	MasterPro	1	Each	\$6.49	\$6.81	\$7.16
Micro V-Belt	K071013	Gates	1	Each	\$40.54	\$42.57	\$44.70
	K040335 SP	Gates K040355SE	1	Each	\$17.84	\$18.73	\$19.67
	K060935	Gates	1	Each	\$27.97	\$29.37	\$30.84
Motor Oil	0W 20	O'Reilly ORO.SYN0.20	1	Quart	\$3.49	\$3.66	\$3.85
	0W 30	Mobil 1-0-30	1	Quart	\$8.99	\$9.44	\$9.91
	5W 40	Valvoline SYNPOWER5-40	1	Quart	\$8.99	\$9.44	\$9.91
	SYN 20	O'Reilly ORO.SYN0.20	1	Quart	\$3.49	\$3.66	\$3.85
Motor Tune-Up	SF16	Seaform	16	Oz	\$8.49	\$8.91	\$9.36
Oil Filters	51085	WIX	1	Each	\$4.07	\$4.27	\$4.49
	57151	WIX	1	Each	\$14.81	\$15.55	\$16.33
Power Steering Fluid		O'Reilly ORC 72805	1	Gallon	\$13.49	\$14.16	\$14.87
Rain Guard Beam	22"	Trico 29-220	1	Each	\$6.99	\$7.34	\$7.71
Street Sweeper Filter	DDER61709	No Cross	1	Each			
Transmission Fluid		O'Reilly ORO D-1	1	Gallon	\$12.99	\$13.64	\$14.32
Wiper Blades	22"	Trico 31-220	1	Each	\$1.99	\$2.09	\$2.19
Wiper Fluid		O'Reilly WIP GAL+32	1	Gallon	\$2.29	\$2.40	\$2.52

FOR COMPLETE PARTS
LOOK UP AND PRICING,
PLEASE VISIT US AT
www.firstcallonline.com

EXHIBIT C

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

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

O'REILLY AUTO PARTS

By: _____
[Title]

EXHIBIT C

LABOR COMPLIANCE

1. PREVAILING WAGE

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

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

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

2. PREVAILING WAGE RECORDS

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

B. The City shall notify the Consultant in writing of any discrepancies or violations that are discovered during such inspections. Written notification pursuant to this Section shall include the actions that will be necessary to resolve the discrepancies and/or violations. The Consultant shall be held entirely responsible for the prompt resolution of all non-compliances with the prevailing wage laws, including those pertaining to all subcontractors and any lower-tier subcontractors. The Consultant shall forfeit as penalty to the City the amount specified by law for each calendar day or portion

thereof for each worker (whether employed by the Consultant or any subcontractor) paid less than the stipulated prevailing rates for any work done under the Contract in violation of the provisions of the Labor Code and in particular, Section 1775.

C. To the extent applicable, Consultant and subcontractors shall maintain and furnish to the Department of Industrial Relations ("DIR"), a certified copy of each weekly payroll (but no less often than monthly), with a statement of compliance signed under penalty of perjury. Such certified payroll reports shall be transmitted electronically to the DIR.

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

3. Labor Discrimination

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

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

4 Eight-Hour Day Limitation

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

(b) The Consultant and each Subcontractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by them in connection with the Contract. This record shall be open at all reasonable hours to the inspection of the

City. It is hereby further agreed that, except as provided in (a) above, the Consultant shall forfeit as a penalty to the City the sum of twenty-five dollars (\$25) for each worker employed in the performance of the Contract by the Consultant or by any of its Subcontractors for each calendar day during which such worker is required or permitted to labor more than eight (8) hours in and one calendar day and forty (40) hours in any one calendar week in violation of Sections 1810 through 1815.

5. Compliance with State Requirements for Employment of Apprentices

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

Consultant Questionnaire

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

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

Company Name _____ (Agreement Date) _____

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

Company address _____ Phone _____

City, State, Zip _____

Contracting City Dept. _____

Estimated Date of Project Completion _____

- A. Will consultant make governmental decision whether to
- 1. Approve a rate, rule, or regulation? Yes No
 - 2. Adopt or enforce a law? Yes No
 - 3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement? Yes No
 - 4. Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract which requires agency approval? Yes No
 - 5. Grant agency approval to a contract which requires agency approval and in which the agency is a party or to the specifications for such a contract? Yes No
 - 6. Grant agency approval to a plan, design, report, study, or similar item? Yes No
 - 7. Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof? Yes No
- B. Will the consultant serve in a staff capacity with the City and in that capacity perform the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code? Yes No
- Will consultant manage public investments? Yes No

Name of City Staff Completing Questionnaire

Date

**If other individuals will be working on the contract, a form should be completed for each person to determine filing obligation.
e/clerk/consultant questionnaire*

CONTRACT FOR SERVICES

THIS CONTRACT is made on July 1, 2020, by and between the CITY OF WEST SACRAMENTO ("City"), and Mobile Truck Service ("Consultant").

WITNESSETH:

WHEREAS, the City desires to engage Consultant to perform services set forth in **Exhibit "A"**.

WHEREAS, the Consultant has presented a proposal for such services to the City, dated April 3, 2020, (attached hereto as **Exhibit "A"**) and is duly licensed, qualified and experienced to perform those services;

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

1. SCOPE OF SERVICES:

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

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

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

2. TERM OF CONTRACT

A. The services of Consultant are to commence upon execution of this Contract by City and shall be undertaken and completed June 30, 2023.

B. The City Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for two (2) one (1) optional contract years in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

3. COMPENSATION:

A. The Consultant shall be paid no more often than monthly at the completion of services for the actual fees, costs and expenses for all time and materials required and expended, but in no event shall total compensation exceed as outlined in Exhibit B, without City's prior written approval. Consultant's fees shall be as specified in the Schedule of Fees, which is attached hereto and incorporated herein as **Exhibit "B"** with an annual not-to-exceed of \$2,000.

B. Consultant will bill for the completion services rendered. Subject to Section 3 (A) of this Agreement, the City will pay for all professional fees and expenses incurred in accordance with this contract. Said amount shall be paid upon submittal of a billing showing completion of the services that month. Consultant shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings.

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

4. TERMINATION:

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

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

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

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

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

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

6. EXTENSIONS OF TIME:

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

7. PROPERTY OF CITY:

A. It is mutually agreed that upon full payment of all invoiced amounts, copies of the written Deliverables originally and specifically developed for and delivered to City by the Consultant as described in **Exhibit "A"** ("Scope of Services") under this Contract shall become the property of the City. Consultant's workpapers and other documents related to the Services shall remain Consultant's property and constitute confidential information of Consultant. Immediately upon termination, the City shall be entitled to, and the Consultant shall deliver to the City, all completed Deliverables along with all other property (if any) belonging exclusively to the City which is in the Consultant's possession.

8. COMPLIANCE WITH ALL LAWS:

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

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

C. Consultant (Mobile Truck Service) is fully licensed to complete all work under this contract.

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

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

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

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

D. In the event Consultant failed to meet the applicable professional standards Consultant will correct any material errors caused by its failure to meet such professional standards at no additional cost to the City.

10. SUBCONTRACTING:

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

11. ASSIGNABILITY:

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

12. INTEREST IN CONTRACT:

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

13. MATERIALS CONFIDENTIAL:

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

14. LIABILITY OF CONSULTANT-NEGLIGENCE:

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

15. INDEMNITY AND LITIGATION COSTS:

Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from Consultant's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract except such loss or damage caused by the active negligence, sole negligence, or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this Contract.

16. CONSULTANT TO PROVIDE INSURANCE:

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

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

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

a. Worker's Compensation - Insurance to protect the Consultant, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such

coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

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

2. Commercial General Liability Insurance

a. The insurance shall be provided on form CG0001, or its equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **\$1,000,000** per occurrence and **\$3,000,000** general and products/completed operations aggregates.

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

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

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

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

3. Commercial Automobile Insurance

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

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

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

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

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

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

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

17. MISCELLANEOUS PROVISIONS:

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

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

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

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

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

City:
City of West Sacramento
Administrative Services Department
1110 West Capitol Avenue, 3rd Floor
West Sacramento, CA 95691
Attn: Lorianne Landsaw

Consultant:
Mobile Truck Service
1377 Highland Drive
West Sacramento, CA 95691
Attn: Judy Lindenmuth

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

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

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

[Signatures on following page]

CITY OF WEST SACRAMENTO

By: _____
Aaron Laurel, City Manager

ATTEST:

By: _____
Yashin Abbas, City Clerk

APPROVED AS TO FORM:


By: _____
Jeffrey Mitchell, City Attorney

MOBILE TRUCK SERVICE

By: _____
Title:

EXHIBIT A
Scope of Services

MOBILE TRUCK SERVICE

[HOME](#) [CONTACT US](#) [GALLERY](#) [ABOUT US](#) [SERVICES](#) | 

ABOUT US

Experienced Mechanics

The mechanics at our shop have over 50 years of experience between them. They are dedicated to providing high-quality repairs to keep you safe and happy.

Family Owned since 2000

We're committed to providing a stress-free experience to both new and returning customers. Our shop only uses parts from reputable brands to ensure that your vehicle is always ready to drive.




EXHIBIT B
Schedule of Fees

APPENDIX A
VEHICLE PARTS PRICING WORKSHEET

Item	Specification	Manufacturer	Qty	Size	Price 1st Year	Price 2nd Year	Price 3rd Year
Air Filter	16095		1	Each	54.97	55.50	56.1
	42404		1	Each	49.76	50.50	51.1
Battery	78 EXT		1	Each	148.93	150.1	152.1
	96 RPRMJ		1	Each	146.47	148.1	150.1
Brake Cleaner			1	Gallon	19.74	20.50	21.1
Brake Pads	1066		1	Each	49.76	51.1	52.1
Cabin Filter	24419	WIX	1	Each	23.65	25.1	26.1
Coolant/Antifreeze			1	Gallon	24.80	26.1	27.1
Fuel Filter	33595	WIX	1	Each	16.97	18.1	20.1
Fuel Hose	27340		1	Each	4.93	5.50	6.1
Gear Lube	80036		1	Each	10.55	11.50	12.1
Micro V-Belt	K071013		1	Each	49.28	51.1	53.1
	K040335 SP		1	Each	24.66	26.1	27.1
	K060935		1	Each	33.52	35.1	36.1
Motor Oil	0W 20		1	Quart	9.98	10.50	11.1
	0W 30		1	Quart	14.91	15.50	16.1
	5W 40		1	Quart	10.99	11.50	12.1
	SYN 20		1	Quart	16.79	17.50	18.1
Motor Tune-Up	SF16	Seaform	16	Oz	12.84	13.1	13.1
Oil Filters	51085	WIX	1	Each	9.86	10.50	11.1
	57151	WIX	1	Each	35.78	37.1	38.1
Power Steering Fluid			1	Gallon	25.70	26.50	27.1
Rain Guard Beam	22"		1	Each	6.91	7.50	7.50
Street Sweeper Filter	DDER61709		1	Each	59.58	62.1	62.1
Transmission Fluid			1	Gallon	31.87	33.1	33.1
Wiper Blades	22"		1	Each	6.91	7.50	7.50
Wiper Fluid			1	Gallon	3.98	4.50	4.50

EXHIBIT C

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

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

MOBILE TRUCK SERVICE

By: _____
[Title]

EXHIBIT C

LABOR COMPLIANCE

1. PREVAILING WAGE

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

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

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

2. PREVAILING WAGE RECORDS

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

B. The City shall notify the Consultant in writing of any discrepancies or violations that are discovered during such inspections. Written notification pursuant to this Section shall include the actions that will be necessary to resolve the discrepancies and/or violations. The Consultant shall be held entirely responsible for the prompt resolution of all non-compliances with the prevailing wage laws, including those pertaining to all subcontractors and any lower-tier subcontractors. The Consultant shall forfeit as penalty to the City the amount specified by law for each calendar day or portion

thereof for each worker (whether employed by the Consultant or any subcontractor) paid less than the stipulated prevailing rates for any work done under the Contract in violation of the provisions of the Labor Code and in particular, Section 1775.

C. To the extent applicable, Consultant and subcontractors shall maintain and furnish to the Department of Industrial Relations ("DIR"), a certified copy of each weekly payroll (but no less often than monthly), with a statement of compliance signed under penalty of perjury. Such certified payroll reports shall be transmitted electronically to the DIR.

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

3. Labor Discrimination

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

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

4 Eight-Hour Day Limitation

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

(b) The Consultant and each Subcontractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by them in connection with the Contract. This record shall be open at all reasonable hours to the inspection of the

City. It is hereby further agreed that, except as provided in (a) above, the Consultant shall forfeit as a penalty to the City the sum of twenty-five dollars (\$25) for each worker employed in the performance of the Contract by the Consultant or by any of its Subcontractors for each calendar day during which such worker is required or permitted to labor more than eight (8) hours in and one calendar day and forty (40) hours in any one calendar week in violation of Sections 1810 through 1815.

5. Compliance with State Requirements for Employment of Apprentices

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

DRAFT

**REGULAR MEETING OF THE
CITY OF WEST SACRAMENTO CITY COUNCIL,
REDEVELOPMENT SUCCESSOR AGENCY, AND
WEST SACRAMENTO FINANCING AUTHORITY
May 13, 2020
Minutes**

Pursuant to the Governor's Executive Order N-29-20, members of the West Sacramento City Council and staff will participate in this meeting via a teleconference. To reduce the spread of COVID-19, members of the public are asked to watch the meeting via Wave Cable Channel 20 or Livestream (<https://www.cityofwestsacramento.org/government/meetings-agendas/city-council>) and to submit comments in writing by 6:00 pm on May 13, 2020.

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

There was no closed session. The regular meeting was called to order at 7:00 PM. All members were present. Mayor Cabaldon presided.

Entry No. 1

Heard General Administration Functions as follows:

There were no presentations by the public on matters not on the agenda.

Mayor Pro Tem Sandeen reported on the May 7, 2020 meeting of the Executive Commission to Address Homelessness; and on the May 13, 2020 meetings of the Yolo County Housing Authority and the New Hope Community Development Corporation.

Councilmember Ledesma reported on the May 11, 2020 meeting of the Yolo County Transportation District Board; and on the May 13, 2020 meeting of the Mayors Commission on Climate Change.

Mayor Cabaldon reported on the May 7, 2020 meeting of the Sacramento Area Council of Governments Transportation Committee taking final approval of the Regional Active Transportation Program policy framework; developing policy framework for the next round of transportation funding allocation of state and federal funds; and focusing on ways to sustain telework by setting policies and standards.

Entry No. 2

Minute Order 20-26: Acted on the Consent Agenda as follows:

Approved the minutes of the May 6, 2020 Regular City Council meeting.

MOTION: Guerrero. SECOND: Orozco. AYES: Ledesma, Sandeen, Cabaldon.

ROLL CALL VOTE

SANDEEN: Aye. GUERRERO: Aye. LEDESMA: Aye. OROZCO: Aye. CABALDON: Aye.

Item 4, Consideration of the Treasurer's Quarterly Financial Report on the City's investment portfolio for the period ending March 31, 2020, was presented prior to Item 3.

Entry No. 3

Received and filed the Treasurer's Quarterly Financial Report on the City's investment portfolio for the period ending March 31, 2020.

Entry No. 4

Minute Order 20-27: Received a financial update on the City's General Fund Budget and provided feedback on assumptions, impacts and potential mitigation measures; and adopted **Resolution 20-52** approving a waiver of credit card convenience fees for Transient Occupancy Tax (TOT) payments through January 31, 2021.

MOTION: Ledesma. SECOND: Guerrero. AYES: Orozco, Sandeen, Cabaldon.

Council Member Orozco took a brief recess prior to the roll call vote.

ROLL CALL VOTE

GUERRERO: Aye. LEDESMA: Aye. SANDEEN: Aye. CABALDON: Aye.

Entry No. 5

Minute Order 20-28: Adopted **Resolution 20-35** approving amendments to the Capital Improvement Program for the West Sacramento Plug-In Partnership, West Capitol Avenue Safety Enhancement & Road Rehabilitation, and Sycamore Trail Phase 2 projects for Fiscal Year 2019/20; approved the Plans and Specifications for the West Capitol Avenue Safety Enhancement & Road Rehabilitation Project; awarded a construction contract to the lowest responsive, responsible bidder, Graniterock Company in the amount of \$13,326,293; granted the City Manager or his designee the authority to issue contract change orders up to \$500,000 for the waterline portion of the contract (CIP 21025); approved Amendment No. 4 to the professional services contract with Mark Thomas (MTCO) in the amount of \$114,849 for engineering support services; and approved a professional services contract with Blackburn Consulting Inc. (BCI) in the amount of \$85,033 for materials testing services.

MOTION: Guerrero. SECOND: Sandeen. AYES: Ledesma, Orozco, Cabaldon.

ROLL CALL VOTE

LEDESMA: Aye. OROZCO: Aye. SANDEEN: Aye. GUERRERO: Aye. CABALDON: Aye.

Entry No. 6

Minute Order 20-29: Reaffirmed the proclamation of a local emergency, thus extending it to July 12, 2020 which authorizes the City Manager/Director of Emergency Services, or his successor, to take all actions necessary to carry out their powers and duties delineated in the City's Municipal Code in order to protect the public health and welfare.

MOTION: Ledesma. SECOND: Orozco. AYES: Guerrero, Sandeen, Cabaldon.

ROLL CALL VOTE

OROZCO: Aye. SANDEEN: Aye. GUERRERO: Aye. LEDESMA: Aye. CABALDON: Aye.

Entry No. 7

Received staff's update and provided direction to staff on activities related to COVID-19 mitigation and community impacts.

Entry No. 8

Heard General Administration Function, Part II.

Assistant City Manager Berlin announced that the May 20, 2020 teleconference meeting of the Reclamation District 900 Executive Board is scheduled to begin at 4:00 PM.

City Manager Laurel had nothing more to report.

The meeting adjourned in memory of William "Willie" DaPrato and in honor of fallen Peace Officers at 10:25 PM.

Teresa Willock, Sr. Deputy City Clerk

Minutes approved as presented by a majority vote of the City Council on May 20, 2020.

Teresa Willock, Sr. Deputy City Clerk

MEETING DATE: May 20, 2020

ITEM # 11

SUBJECT:

**CONSIDERATION OF A WORKSHOP ON A 2-YEAR CONTRACT RENEWAL WITH
NOMAD TRANSIT LLC FOR CONTINUED OPERATION OF THE WEST SACRAMENTO
ON-DEMAND RIDESHARE PROGRAM**

INITIATED OR REQUESTED BY:

Council Staff

 Other

REPORT COORDINATED OR PREPARED BY:

Sarah Strand, Senior Transportation Planner
Capital Projects & Transportation Department

ATTACHMENT Yes No Information Direction Action

OBJECTIVE

The purpose of this report is to solicit City Council feedback and direction on the proposed 2-year renewal of the contract with NoMad Transit LLC, a wholly owned subsidiary of Via Transportation Inc., to continue the West Sacramento On-Demand Rideshare program through June 30, 2022.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council:

- 1) Provide feedback on the operational and budget approach proposed by staff to support a 2-year extension of the contract with NoMad Transit LLC to continue operating the West Sacramento On-Demand Rideshare program; and
- 2) Direct staff to return no later than June 17, 2020, with a final Contract Extension and budget allocation request for City Council's consideration of approval.

BACKGROUND

The West Sacramento On-Demand Rideshare Program was launched as a 1-Year Pilot on May 14, 2018, following robust Transportation, Mobility, and Infrastructure (TMI) Commission and City Council engagement dating back to June 2016. The program was initially developed in response to Council direction to explore a more flexible, innovative public transit model that better served resident needs, as fixed route bus service continued to experience increased costs alongside declining ridership. Following a competitive procurement, the City selected NoMad Transit LLC, a wholly owned subsidiary of Via Transportation Inc. to Pilot a shared, on-demand transportation service with flexible stops, schedules, and fleet supply. While primary goals of the program included enhanced mobility, increased pooled rides and improved quality of life, the concept of right-sizing vehicles and making the supply of service demand-responsive was also designed to capture cost efficiencies by regularly adapting the amount of service based on historic and projected ridership trends.

Since launching, the program has received broad community support, and user surveys have demonstrated successful performance across a range of human-centered indicators, as presented to the City Council on February 20, 2019. Following its first year of operations, the City received multiple awards at the local, state, and national level for the community impacts of the program. On May 1, 2019, the City Council approved an amended and restated contract continuing the rideshare program through June 30, 2020, which included significant fleet and service hour expansions, supported by a \$2.02M allocation from the Transportation Development Act (TDA) Fund. Following the program's expansion, ridership continued to grow, as discussed further in this report.

As the FY 2019/20 Contract expiration draws near, staff has been working closely with the Via team to develop service projections and cost estimates to recommend renewing the contract with NoMad Transit LLC for 2 years, through June 2022. Service and budget planning have been impacted by significant uncertainties resulting from the COVID-19, including estimating the return of ridership and impacts to local TDA apportionments.

Despite these relative uncertainties, staff will be recommending continued operation of the West Sacramento On-Demand Rideshare program and will request City Council feedback through a workshop considering the program's performance to-date and a flexible 2-year renewal approach that will allow the City to remain agile amidst the uncertain fiscal landscape. Unless otherwise directed, staff will return to Council on June 17, 2020, to request approval of a 2-year Contract Extension through June 30, 2022, and a 1-year budget allocation through FY 2020/21. Staff would return in Spring 2021 to review actual budget and operational impacts and solicit further City Council direction on a funding allocation and operations for FY 2021/22, adjusting as needed.

ANALYSIS

This section will provide a review of the West Sacramento On-Demand program’s performance since launching, impacts of the COVID-19 pandemic on ridership and budget projections, and a detailed description of the proposed budget and operational approach to support a 2-year contract extension.

FY 2019 in Review: Following the Pilot term, the City Council approved a 1-Year extension of the Rideshare service with roughly double the level of service. The changes in service between the Pilot contract year (May 14, 2018 – May 14, 2019) and the FY 2019/20 expansion (May 15, 2019 – June 30, 2020) are compared below.

	FY 2018/19 Pilot On-Demand Rideshare Operations	FY 2019/20 On-Demand Rideshare Operations
Fleet Supply	7 Vehicles (1 WAV)	11 Vehicles (2 WAV)
Hours of Operation	Weekdays: 7am-10pm Saturdays: 9am-10pm Sundays: No Service Holidays: No Service	Weekdays: 6am-11pm Saturdays: 9am-11pm Sundays: 8am-8pm Holidays: + Service
Service Hours	Term: 12 months Projected: 15,500 hrs Actual: 22,500 hrs	Term: 13.5 months Projected: 54,000 hrs Actual: <i>Est.</i> 44,000 hrs*
Contract Budget	Allocation: \$720,000 Actual Spent: \$810,000	Allocation: \$1,905,000 Actual Spent: <i>Est.</i> \$1,735,000*
Ridership	72,847	<i>Est.</i> 160,000*
Cost per Rider	\$11.12	\$10.84

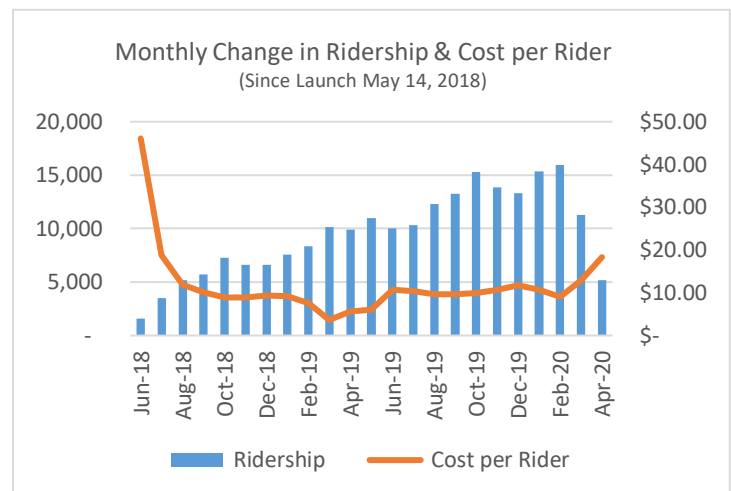
* Includes estimates for May & June 2020.

As noted above, the Pilot term contract underestimated the rate at which ridership would grow, budgeting only 18,000 service hours. Consequently, just 6 months into the Pilot, it was clear additional service would be needed to keep pace with growing demand. As a result, the City Council approved the reinvestment of \$90,000 in fare revenues to fund the additional service hours needed to operate through May 14, 2019.

As part of the FY 2019/20 contract extension approved May 1, 2019, City Council directed staff to expand the program to keep pace with projected growth in demand, preserve quality of service, and create a reliable alternative to auto-independence lifestyles. Also shown in the table above, this doubling in service hours in FY 2019/20 resulted in a **more than doubling of ridership**, illustrating significant returns on the City investment.

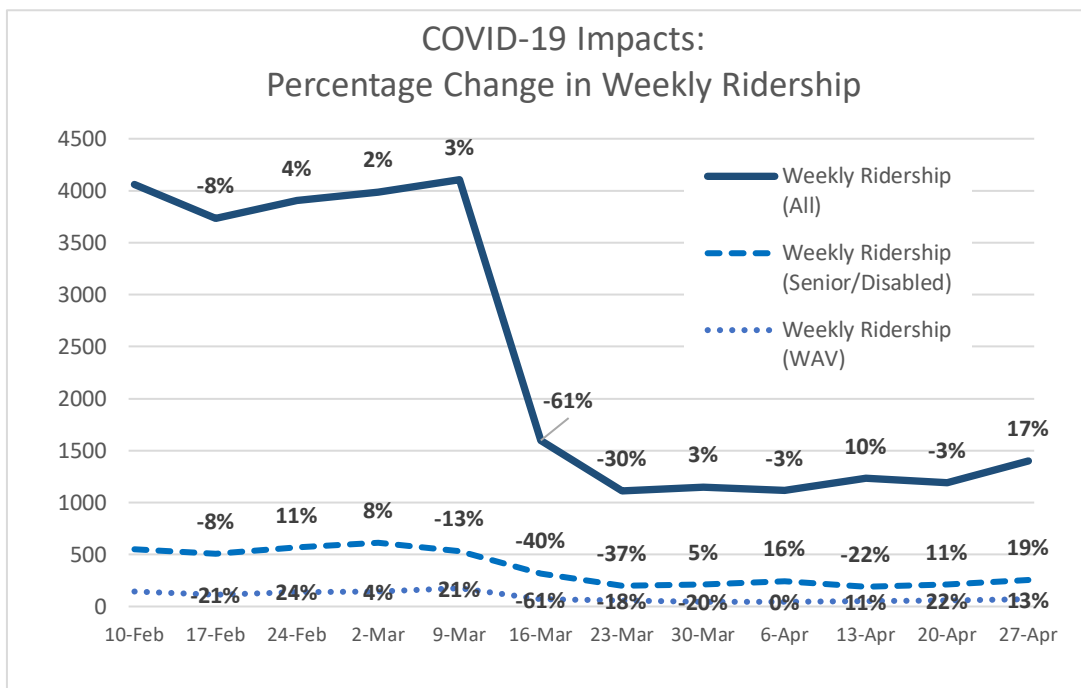
Similarly, the number of unique riders grew from 4,082 account holders during the Pilot year up to **5,955 unique riders in FY 2019/20**. Prior to COVID-19, approximately 700 unique individuals were using Via platform in West Sacramento weekly. From January 1 – March 15, 2019 **average weekday ridership surpassed 600 rides**, with a **record 758 rides** completed in one day. As ridership has grown and stabilized, so too has the cost per rider, plateauing between \$10-\$11 per ride taken (excluding recent COVID impacts). Other key performance metrics are included in Attachment 1, or summarized below:

- **Total Overall Ridership:** 221,311 *(since launch)*
 - Average Weekday Ridership: 461
 - Average Weekend Ridership: 250
 - WAV Ridership: 2.3% (5,170)
- **Total Unique Accounts:** 8,568 *(since launch)*
 - Senior/Disabled Riders: 572 accounts
- **FY 2019/20 Ridership:** 148,464 *(as of May 7, 2020)*, *(Estimated to reach 160,000 by June 30, 2020)*
 - Average ETA: 11.9 minutes
 - Average Shared Rides (2+): 70%
 - Average Matched Bookings: 55%



COVID-19 Impacts: In March 2020, the Coronavirus and related stay-at-home order issued by the State and Yolo County resulted in roughly a **70% drop in ridership** on West Sacramento On-Demand. Whereas roughly 700 unique riders were utilizing the service prior to COVID-19, 250 unique riders have continued to depend on the rideshare service during the crisis. Since the rideshare program was designed to be demand responsive, only deploying as many vehicles as needed to maintain a baseline level of service, the City was able to quickly reduce the 11 vehicle fleet down to a maximum of 5 vehicles operating the same week the shelter in place order was issued. Various measures were also taken to communicate to both drivers and riders regarding steps taken to ensure cleanliness and safety of the vehicles, limiting the number of passengers to allow physical distance, and requiring face coverings, consistent with the Yolo County public health order.

Though a significant drop in ridership by Senior and Disabled account holders occurred in parallel to overall ridership, they did so at a slightly lower rate, with a comparative 60% drop in Senior/Disabled and WAV rides. Unsurprisingly, trips taken during the shelter in place period have been almost exclusively to/from commercial centers with major grocers, department stores and restaurants, including Riverpoint Plaza, Town Center Plaza, Lowe’s Plaza, Country West Shopping Center (Harbor Blvd & W Capitol Ave) and Raley’s.



COVID-19: Budget Impacts

By reducing levels of service in response to lower demand caused by the Shelter in Place order, fewer service hours were expended, and fare revenues came in lower than projected. Per the FY 2019/20 service agreement, should fare revenues be collected in an amount less than projected by Via, the City would not be liable for the remaining expense. Further, all fare revenues collected, (estimated to reach \$250,000 by June 30,2020) will be made available for reinvestment toward the following year’s operations. Since significantly fewer service hours were used than planned for, the City will likely see a cost savings of roughly \$150,000. Ultimately, the On-Demand Rideshare program’s agility in scaling back fleet supply to match lower demand will provide a total of roughly \$400,000 (+/- \$50,000) in fare revenue and cost savings for use toward FY 2020/21 operations. **Note:** These estimates are subject to change, dependent upon ridership trends in May and June.

As the City Council will recall, the On-Demand Rideshare program is supported by local TDA funds. Last year, the combined cost of the expanded FY 2019/20 On-Demand Rideshare program and YCTD fixed route and paratransit exceeded the City’s annual apportionment and required the use of roughly \$900,000 in unrestricted reserve TDA funds. Although precise economic impacts of the pandemic remain uncertain, early projections indicate that local TDA apportionments (derived from a combination of sales and diesel fuel taxes) will likely experience significant reductions, ranging from 30%-60%. This could significantly constrain the City’s ability to fund all existing transit liabilities, presenting a critical policy issue for City Council to consider in regard to potential use of reserve TDA funds, alternate funding sources, and/or service reductions.

Although sobering to anticipate a severe reduction in local TDA funds, the rideshare program’s flexible and adaptive design means that service levels and costs would only grow as needed to meet demand, and within any constraints set forth by the City. Specifically, it remains unclear how quickly ridership on the West Sacramento On-Demand platform may rebound once stay-at-home orders end and society returns to “normal”.

Rather than attempt to predict the future, staff will be recommending that the City Council proceed with a full annual budget allocation for FY 2020/21, including only a modest reduction in planned service hours resulting from COVID-19. This would be recommended with the assumption that actual service hours and costs are likely be lower in the coming months, barring the unlikely immediate return to pre-COVID ridership levels. Staff would plan to return quarterly with updates on the actual use of service hours, costs, and ridership trends to provide the City Council regular opportunities to change course, if needed.

Proposed FY 2020/21 – FY 2021/22 Contract Renewal

The primary purpose of this report is to solicit City Council a 2-Year Contract Renewal of the contract with NoMad Transit LLC to continue operating the West Sacramento On-Demand Rideshare program through June 30, 2022. Benefits of a 2-year renewal include securing rates for continued operations (as well as an expansion scenario described further below), alleviating uncertainty for riders, and reducing some administrative burden on City staff. A summary of key changes proposed for the upcoming FY 2020/21, relative to FY 2019/20, is included below:

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

* Includes estimates for May & June 2020.

Fleet Supply & Service Projections

The operational model proposed to City Council for FY 2020/21 assumes few changes from FY 2019/20. However, one existing Via van is proposed for a retrofit to provide a third WAV on the fleet. This is needed to avoid ETA disparities and ensure compliance with TDA reporting requirements demonstrating equivalent WAV service, relative to non-WAV riders. The number of service hours planned remain fairly static relative to FY 2019/20. However, this also reflects a conservative approach by not anticipating significant growth in ridership through June 30, 2021, as ridership recovery from COVID-19 impacts is likely to take time. Should ridership rapidly rebound, an expansion scenario is also included that could grow the fleet to 14 vehicles (3 EV, 3 WAV).

Explanation of Cost Changes

The cost per driver hour is proposed to decrease from \$38.63 down to \$38.34 due to efficiencies found from the prior year’s expansion. Although the total cost per driver hour went down slightly, this includes a small increase in costs attributable to the proposed retrofitting of one existing vehicle to a WAV, which entails minor equipment and labor costs, and a slightly higher rate awarded to Drivers electing to operate WAV shifts on the Via platform.

Customer Service costs are shown as increasing from \$25 per service hour, up to \$36.25. However, to be clear, this is *not a rate increase*, but reflects an increase in the level of service across all hours of operation. In FY 2019/20, only 1 FTE was dedicated to West Sacramento providing customer support for creating an account, booking rides, filing a complaint, asking a question, locating a lost item, etc. Due to high demand in the West Sacramento market, Via advised a conservative increase to 1.25 FTE of customer support across all service hours to reduce wait times and better serve customers. The total cost per hour of operation is reflected here.

Optional EV Expansion

Prior to COVID-19, demand on the rideshare platform was projected to continue growing, which would have likely merited a consideration of expanding the fleet supply. The City Council, Mayors' Commission on Climate Change, staff and agencies such as SACOG and CARB have all expressed general support for Via fleet electrification as an important step towards carbon neutrality in the future. In late 2018, the City received a \$2.665M SACOG Green Region grant to install EV charging stations as part of the 'West Sacramento Plug-in Partnership', including a small set aside to demonstrate electric vehicles on the rideshare platform. As Via ridership presumably returns to pre-COVID levels, staff would propose returning to City Council (likely alongside the FY 2021/22 budget allocation request), to consider a plan for utilizing Plug-in Partnership funds to support an EV expansion, adding up to 3 electric vehicles to the Via fleet. Staff's plan would include details on possible vehicle types, charging infrastructure, and logistics. Should ridership not return fully, staff could also explore replacing or supplementing the existing fleet with EVs at current service levels to contain costs, pending further City Council direction at that time.

Other Considerations

CA Public Utilities Commission (CPUC) Transportation Network Company (TNC) Access for All Fees

Effective July 2019, this requires a 10 cents per ride fee on any TNC platform be paid quarterly into the "CPUC TNC Access for All Fund." Staff has previously presented on this matter to City Council and has submitted an unsuccessful request for exemption from the requirement. However, paying into the fund also makes the City's rideshare program eligible to apply to receive and utilize the funds toward WAV expansions. Staff is working closely with the Via team to confirm eligible expenses through the nascent CPUC program, and an application for funding was submitted in April 2019. Should the City receive funds, they are proposed to be used to offset the cost of the additional WAV (and possibly the operation of the 2 existing WAVs, pending further details on eligibility). Should the City Council see fit as a matter of policy, this cost could also be fully or partially passed through to riders, rather than the City. Council feedback on this matter is requested.

2020 Rider Survey & ViaPass Price Assessment

Similar to the user survey conducted in November 2018, staff would propose to conduct another assessment of Via ridership to evaluate how, if at all, use of the platform has changed since expanding and maturing. Staff would also propose taking this opportunity to better understand the rider demographics associated with the weekly "ViaPass", which offers a substantial discount for frequent riders. Dependent on the results of the survey, staff would propose developing a recommendation on a potential price increase to the ViaPass to better recoup a significant loss of fare revenues associated with the large share of rides (44%) taken using ViaPass. Staff's report would evaluate multiple price options, as appropriate, alongside key users and possible ridership impacts.

General Legislative Monitoring

In addition to the TNC Access for All program, staff continues to monitor relevant legislation impacting TNCs, including SB 1014 (Skinner, 2018) – the Clean Miles Standard and Incentive Program, which requires the California Air Resources Board (CARB) to develop, and the CPUC to implement, a greenhouse gas (GHG) reduction program for TNCs, as well as AB 5. Staff presented information on AB 5 to the City Council in December 2019, and under advisement by the City Attorney's Office and with Council and City Manager support, have continued to keep the onus of interpretation and compliance of the law with NoMad Transit LLC (Via), as the regulated entity. Updates will return to Council, as appropriate.

Broader TDA Impacts & Transit Liabilities

The FY 2020/21 Proposed Preliminary Budget for Yolo County Transportation Department (YCTD) transit operations was released on May 1, 2020. The draft budget proposes no changes to service in FY 2020/21 and allocates roughly \$1.4M in federal stimulus to each member jurisdiction, reducing the request of local TDA funds from West Sacramento to \$1.5M (compared to \$2.4M in FY19/20). The budget assumes a **30% reduction in fare revenues and local TDA apportionments**.

Assuming these projections are accurate, YCTD and Via expenses combined may very well exceed the City's FY2020/21 TDA apportionment. More severe impacts to TDA apportionments beyond 30% will result in a larger delta. Currently, the unrestricted TDA reserve balance is \$4.5M. Although exact impacts remain unknown, staff requests City Council's general feedback regarding potential use of reserve TDA funds or alternate funding sources, or service reduction in light of these fiscal impacts. The City typically files its annual TDA Claim in June, however this may be delayed until the County release revised TDA apportionment projections.

Environmental Considerations

On May 1, 2020, the City Council found the award of the amended and restated contract with NoMad Transit LLC for FY 2019 rideshare operations to be exempt from CEQA under the General Rule exception provided for

by Section § 15061(b)(3). Unless otherwise directed, staff will return to Council on June 17, 2020 with an appropriate recommendation for FY 2020/21 and FY 2021/22 in support of a 2-Year contract renewal.

Commission Recommendation

Due to the COVID-19 pandemic, the Transportation, Mobility, and Infrastructure (TMI) Commission has ceased meeting until further notice. As such, Commission feedback was not solicited, nor provided, in advance of City Council’s consideration of this workshop.

Strategic Plan Integration

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

Alternatives

The Council’s primary alternatives are:

- 1) Staff recommends that the City Council provide feedback on the operational and budget approach proposed by staff to support a 2-year extension of the contract with NoMad Transit LLC to continue operating the West Sacramento On-Demand Rideshare program and direct staff to return no later than June 17, 2020 with a final Contract Extension and budget allocation request for City Council’s consideration of approval.
- 2) Council may elect not to conduct this workshop at this time and direct staff to return at a later date. This alternative is not recommended, as the current contract with NoMad Transit LLC expires on June 30, 2020. Delaying this item to June 3, 2020 is possible but would leave limited time for staff to incorporate or act upon City Council feedback or alternative direction before returning to request City Council’s consideration of approval on June 17, 2020. Postponement may also result in an interruption of service.

Coordination and Review

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

Budget/Cost Impact

This report is not requesting City Council action that would directly impact the budget at this time. However, preliminary budget impacts anticipated to support FY 2020/21 operations of the proposed 2-year contract extension are submitted here for City Council feedback.

Contract for Services with NoMad Transit LLC:	\$1,917,000
City Staff Time & Materials:	\$ 115,000
FY 2019 Rollover (fares & cost savings)	(-\$400,000)
Total FY 2020 Program Cost:	\$1,632,000

Unless otherwise directed, staff estimates an allocation request of up to \$1,632,000 in TDA funds [Budget Unit 202-9220-5259], offset by an estimated \$150,000 in unspent program budget and \$250,000 in projected FY 2019/20 fare revenues to support the first year of operations included in the 2-Year renewal request. Exclusive of the FY 2020/21 TDA apportionment estimated below (see also Attachment 3), the City’s current unrestricted TDA reserve balance is approximately \$4.5M. Should City Council approve staff’s allocation request for FY 2020/21 in June, the following impacts to the TDA Fund (Fund 202) budget could be expected:

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

ATTACHMENT(S)

- 1) FY 2019/20 Performance Report: West Sacramento On-Demand Rideshare
- 2) DRAFT 2-Year Contract Extension with NoMad Transit LLC
- 3) FY 2020/21 TDA Preliminary Findings of Apportionment – LTF and STA

221,568 Completed Rides Since Launch



Last 52 Weeks

(May 06, 2019 – May 7, 2020)

RIDES

148,464 Completed Rides

65,352 ViaPass Rides
10.28 Minutes per Rides
2.8 Miles per Ride

DRIVERS

3.96 Utilization

75 Active Drivers
36,869

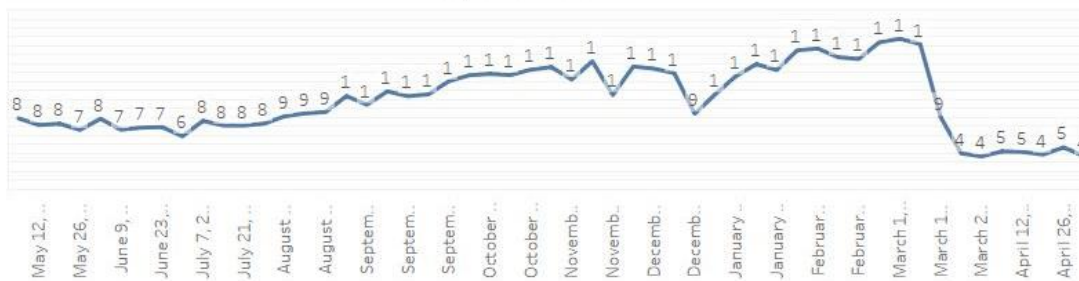
QUALITY OF SERVICE

11.9 Minute ETAs

81% Ride Requests Booked
4.9 Avg. Ride Rating



Completed ViaPass Rides



ETA (minutes)



On-Time %



Utilization



Top Pickup Intersections

Intersection	Requests
Walmart SuperCenter	5,976
West Capitol Ave	3,989
Town Center Plaza	3,329
Southport Parkway	3,310
7th St & F St	2,475

Top Dropoff Intersections

Intersection	Requests
Town Center Plaza	6,639
Walmart SuperCenter	6,281
West Capitol Ave	4,734
Southport Parkway & Promenade Street	2,771
River City High School, Raider Lane, West Sacra..	1,692

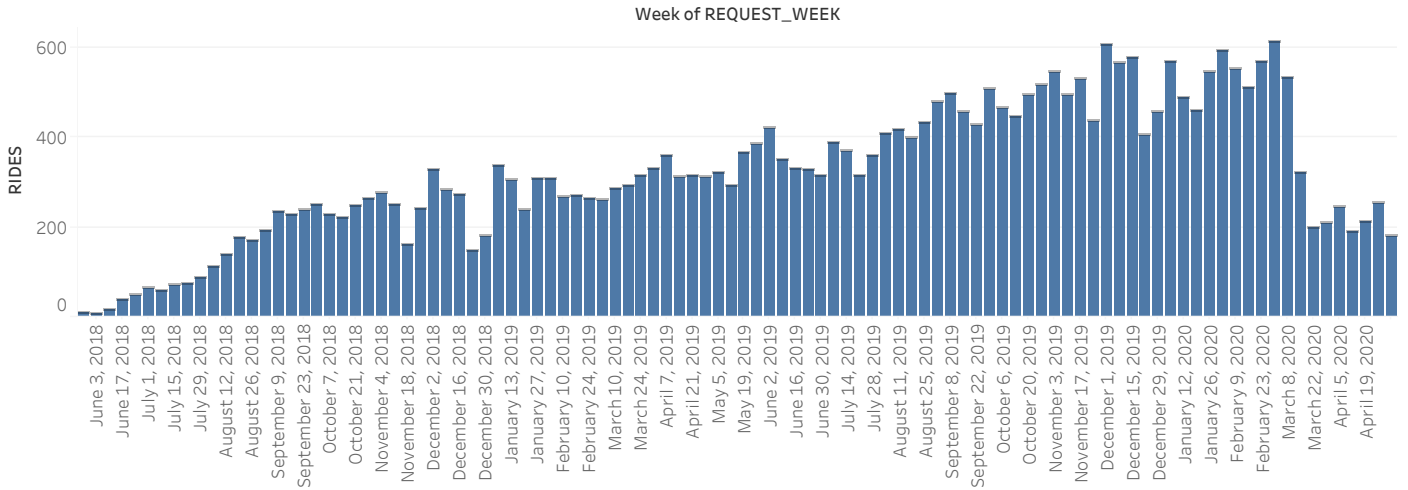
- a driver is active if he/she gave at least one ride in the specified time period

- a pickup is on-time if the actual pickup time was less than 5 min. earlier or later than the ETA

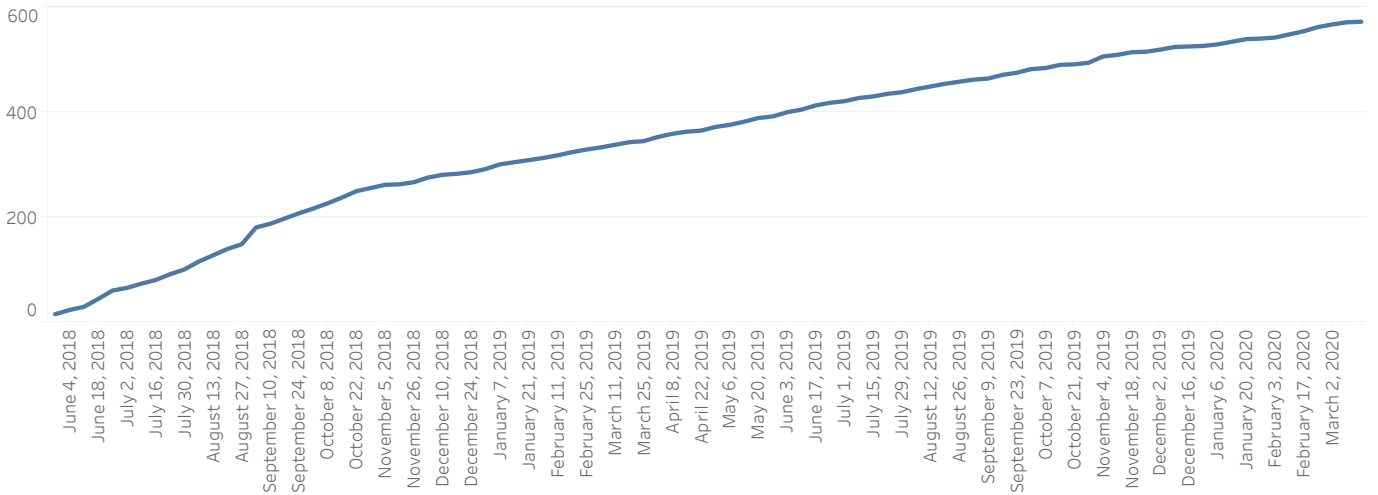
- Rides metrics consider all completed rides

- Quality of service metrics consider all sessionized requests

Senior-Disabled Rides

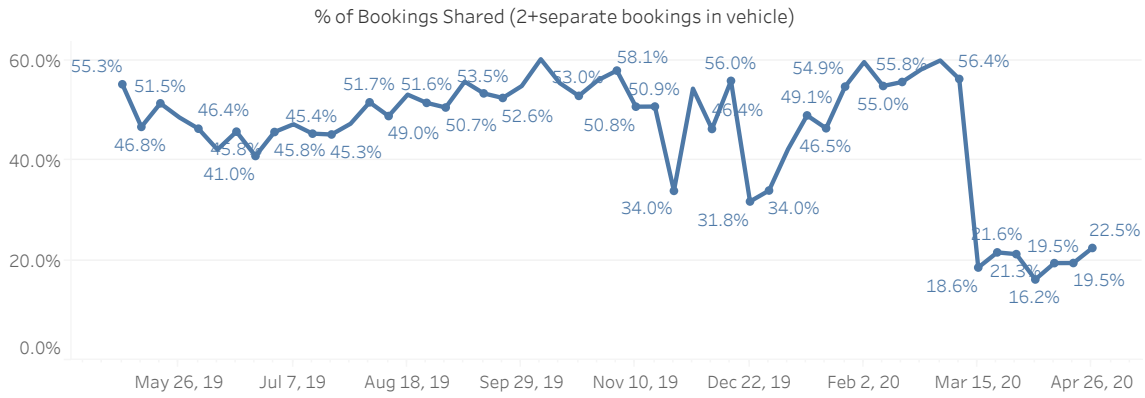
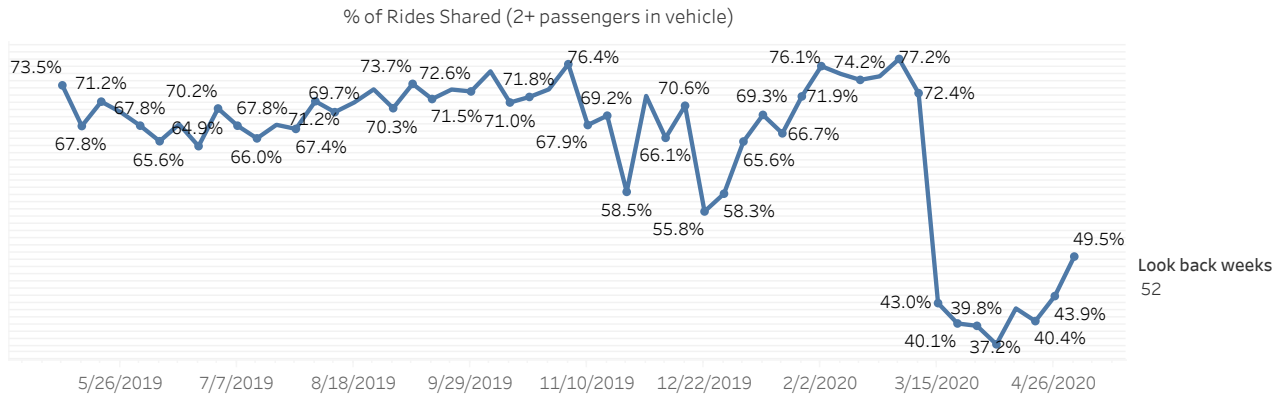


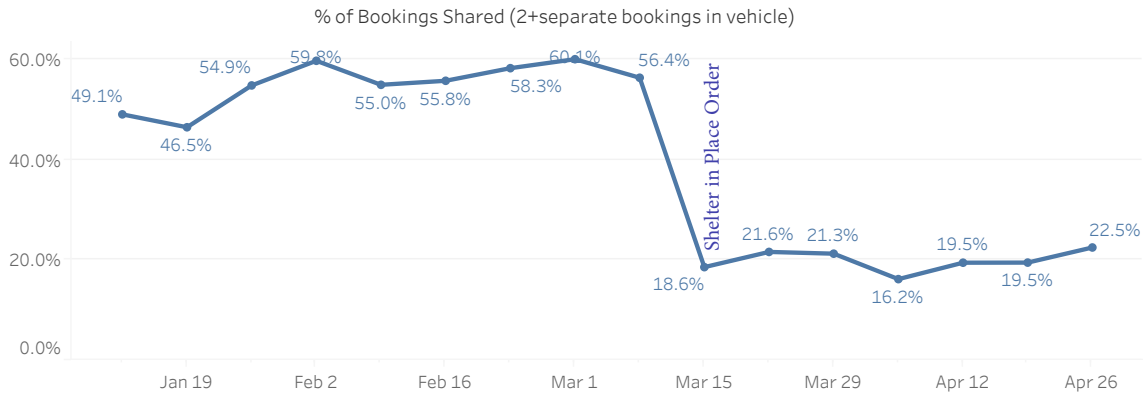
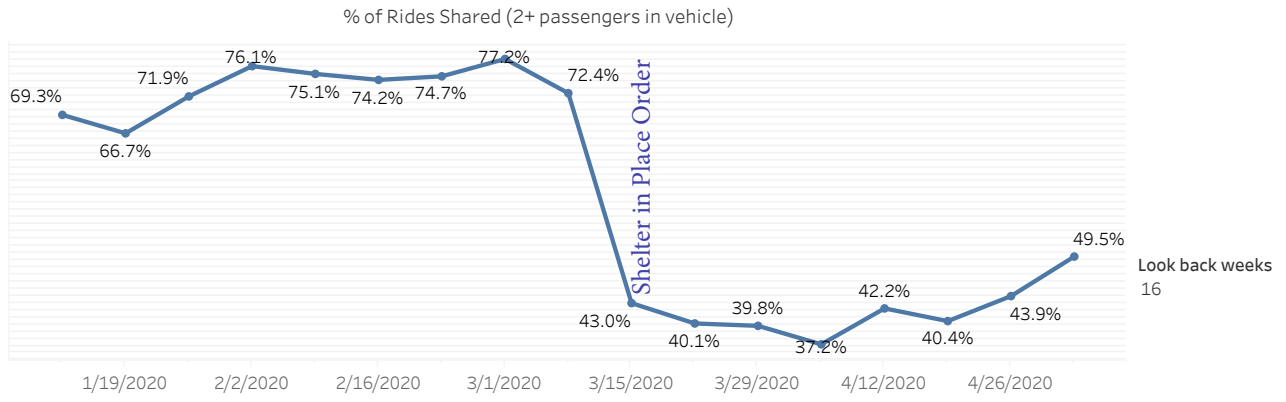
Senior-Disabled Riders



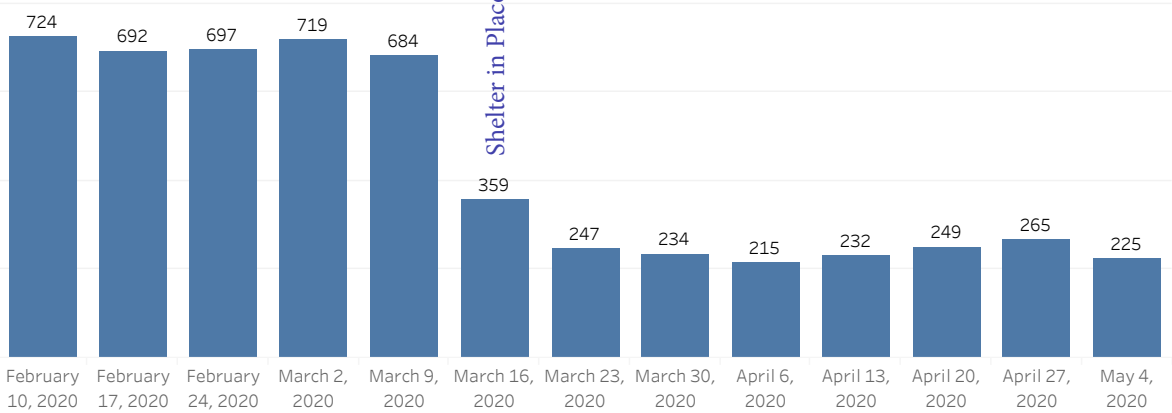
Rides by Time of Day



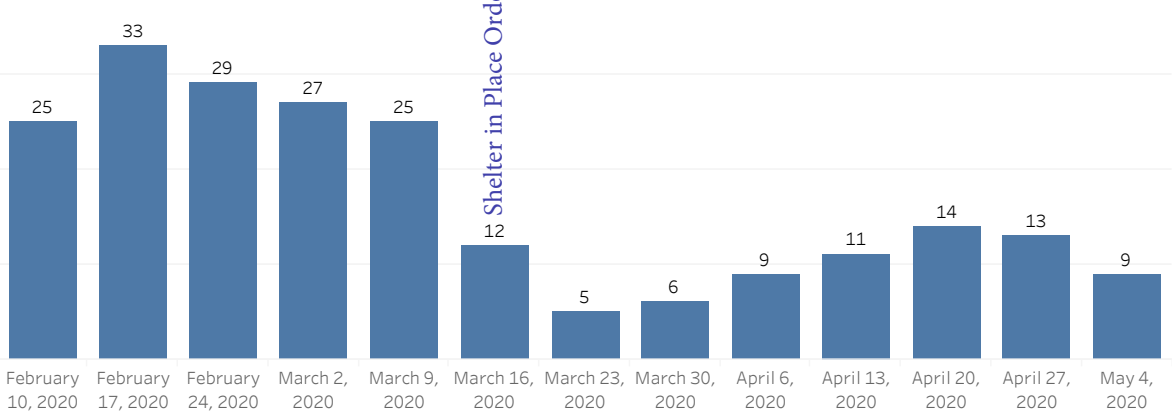




Unique Riders



First-Time Riders



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

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

RECITALS

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

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

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

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

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

Part I: Amendments

A. Amendments to Main Contract Provisions.

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

B. Section 4, Compensation:

1. **Subsection A** is revised as follows:
 - i. In the first sentence, "Exhibit C" is replaced by "Exhibit B".
 - ii. The last sentence of the subsection is deleted in its entirety and replaced by the following: "**As applicable, California Public Utilities Commission Access for All Fees will be invoiced to the City separately on an actual pass-through basis at the end of each fiscal quarter.**"
2. **Subsection E** is revised as follows: "Payment for purchased transportation services shall be reimbursed to the Contractor based upon the actual transportation services rendered by Transportation Network Company (TNC) drivers ~~partners independently contracted by the Contractor or subcontracted~~ Wheelchair Accessible Vehicle (WAV) services **drivers** and shall include wages and driver acquisition incentives owed to TNC and WAV drivers ~~partners~~, and overhead costs such as insurance, storage, maintenance and repair of the Metris fleet vehicles, subsidies for promotional fares, and costs associated with driver-related compliance."

C. Section 10, Subcontracting:

1. **Subsection A** is revised as follows: "...~~(i) independent contractor drivers~~ **partners** of Contractor; ~~(ii) vehicle supply partners of Contractor offering vehicle leasing options to such driver partners...~~"
2. **Subsection B** is revised as follows: "Contractor shall ensure that any ~~independent contractor driver partner~~ retained for driving services shall conduct background checks prior to registering each driver ~~partner~~ on its ridesharing platform, and reject the application of any applicant whose background check flags any of the offenses mandating rejection pursuant to Section 5445.2 of the Public Utilities Code. Contractor shall further ensure that any ~~independent contractor driver partner~~ obtain and maintain the insurance set forth in Section 15.B.3.c for the duration of the Program..."

D. Section 15, Contractor to Provide Insurance:

1. **Subsection (B)(3)(a)** is revised as follows: "The insurance shall include, but shall not be limited to... or operations of the insured, or by its employees agents, ~~independent contractor drivers~~ **partners**, or by anyone directly or indirectly employed by the insured."
2. **Subsection (B)(3)(c)** is revised as follows: "Notwithstanding the foregoing, ~~independent contractor drivers~~ **partners** shall maintain insurance coverage in accordance with state law, including all insurance requirements for Transportation Network Company (TNC) drivers set forth by the California Public Utilities Commission."

E. **Exhibit A** to the Existing Contract is renamed “FY 2020/21 – FY 2021/22 Scope of Work” and is hereby amended as follows:

1. The Second Paragraph in the first page is revised as follows: In the last sentence, “2020” is revised to “2022”.
2. **Task 1.1 – Detailed Work Plan:** The first paragraph of Task 1.1 is revised as follows: ~~“The Contractor will prepare and maintain a detailed work plan in accordance with any major milestones and deadlines set forth in Exhibit B Schedule of Performance to be submitted for approval by the City Project Manager no later than 15 business days following the written request of the City Project Manager execution of the FY 2019/20 contract extension. The primary purpose of this task will be to develop a schedule for the any program expansion(s) including setting goals and deadlines by which the Program hours of operation will be fully expanded and the fleet supply will be increased to a total of eleven (11) Metris vans, inclusive of at least two (2) WAV Metris vans, and or any other product features mutually agreed upon by the Contractor and the City during the contract term. During the term of the Contact the Parties may mutually agree in writing to expand the program or modify product features. In that event Contractor will prepare and maintain a detailed work plan which will be submitted for approval by the City Project Manager no later than 15 business days following the written request of the City Project Manager~~
3. **Task 1.2 - Regular Staff Briefings:** The third sentence of Task 1.2 is revised as follows: “Briefings will occur no less than weekly for the duration of the four (4) weeks leading up to, and for 4 weeks following the any mutually agreed upon ~~S~~service ~~E~~expansion phase immediately following the execution of the FY 2019/20 contract extension, unless otherwise agreed upon by the City Project Manager.
4. **Task 2.** The title of this task is revised as follows: **FY2019/20 Service Planning & Parameters**
5. **Task 2.1 – Service & Supply Planning – Wheelchair Accessible Vehicles (WAV) & Mobility Limited Riders:** The third paragraph is revised as follows: “Door-to-Door” shall be defined to mean... as deemed feasible and safe by the driver ~~partner~~. “Door-to-Door” shall not be misconstrued to mean that drivers ~~s partners~~ will be required to assist riders... Upon request at the Contractor’s discretion, drivers ~~s partners~~ may aid riders... This feature will include seamless routing and navigation of drivers ~~s partners~~ to and from “Door-to-Door” ride request addresses.”
6. **Task 2.1 – Service & Supply Planning – Customer Service:** The first paragraph is revised as follows: “The Contractor shall provide high-quality customer service to both customers and drivers ~~s partners~~ during the course of the contract term.”
7. **Task 2.1 – Service & Supply Planning – Fleet/Vehicles:** The second paragraph is revised as follows: “Contractor shall cause a fleet...deployed to support the Pilot year of the Program. ~~The Contractor shall ensure that the fleet expansion occurs in accordance with the Schedule of Performance included as Exhibit B. Any change to...~~ “As necessary, Contractor may also request City approval to establish a means for ~~independent contractor~~ drivers to drive on the Via platform using their own qualified vehicles (non-Metris fleet), for instance, during times of high demand when the Metris fleet cannot meet total demand.”

8. **Task 2.1 – Service & Supply Planning – Drivers:** The paragraph is revised as follows:
“Qualified and accredited ~~independent contractor~~ drivers will be able to gain access to the Metris fleet vehicles after being registered onto the Via system, enabling these individuals to sign up for specific daily shifts or longer periods of work. For all Program drivers ~~partners~~, Contractor shall establish driver registration and certification protocols designed to ensure compliance with applicable laws, regulations, or terms of project funding sources.
9. **Task 2.4 – Ongoing Driver Acquisition, Registration & Regular Forums:**
- a. The first paragraph is revised as follows: “Contractor shall continue to source ~~independent contractor~~ drivers from the community and shall verify that such drivers possess all data and documentation to satisfy Via’s standards as well as local and state requirements. ~~Independent contractor~~ Drivers will be fully trained by Contractor, as described above....”
 - b. The second paragraph is revised as follows: “Drivers ~~partners~~ will continue to be subject to comprehensive background checks...:
 - c. The third paragraph is revised as follows: “Contractor shall also continue to provide registration and training for drivers ~~partners~~...Additional training shall be made available for drivers ~~partners~~ who operate any WAV vehicle on the platform...Driver forums shall be offered no fewer than three times during the contract term to all active drivers ~~partners~~ in order for Contractor to share out relevant information to drivers ~~partners~~, as well as to provide an opportunity for drivers ~~partners~~ to ask questions and provide feedback...”
10. **Task 2.5 – Vehicle Delivery & Branding:** The paragraph is revised as follows:
“Contractor shall coordinate the delivery and availability of vehicles to maintain a fleet of no less than eleven 11 Mercedes Metris vehicles such that these vehicles are ready to be driven by ~~independent contractor~~ drivers on the agreed upon ~~expansion dates defined in the Schedule of Performance included as Exhibit B.~~”
- F. **Exhibit B** to the Existing Contract - SCHEDULE OF PERFORMANCE FY 2019/20 West Sacramento On-Demand Rideshare is hereby deleted.
- G. **Exhibit C** to the Existing Contract – FY 2019/20 SCHEDULE OF FEES is hereby replaced by the attached “**Exhibit B** - SCHEDULE OF FEES”

Part II: Previous Proposed Agreement.

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

Part III: Remaining Terms Unchanged.

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

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

CITY OF WEST SACRAMENTO

By: _____
Christopher L. Cabaldon, Mayor

NoMad Transit LLC

By: _____
Erin Abrams, Manager

APPROVED AS TO FORM

By: _____
Jeffrey Mitchell, City Attorney

ATTEST:

By: _____
Kryss Rankin, City Clerk

DRAFT

	WSC Via Year 3 Contract Value 11-Vehicle Deployment (Current Fleet)				WSC Via Year 3 Contract Value 14-Vehicle Deployment (Expanded Fleet)			
	Price per Driver	Price per Service	Price per Ride	Total Price	Price per Driver	Price per Service	Price per Ride	Total Price
	Hour	Hour			Hour	Hour		
Year 3 Service Planning*	N/A	N/A	N/A	\$55,000	N/A	N/A	N/A	\$0
Supply Planning*	N/A	N/A	N/A	\$0	N/A	N/A	N/A	\$0
Total Upfront Costs				\$55,000				\$0
Project Management	\$2.92	N/A	N/A	\$154,500	\$2.30	N/A	N/A	\$154,500
Performance Monitoring and Reporting	\$0.59	N/A	N/A	\$31,250	\$0.46	N/A	N/A	\$31,250
Marketing & Promotions Plan and Implementation	\$0.12	N/A	N/A	\$6,100	\$0.12	N/A	N/A	\$7,900
Program Operations**	\$34.72	N/A	N/A	\$1,836,200	\$35.25	N/A	N/A	\$2,372,849
Total Cost per Driver Hour	\$38.34			\$2,028,050	\$38.12			\$2,566,499
Customer Service (1.25 FTE X \$25 per hour)	N/A	\$31.25	N/A	\$186,875	N/A	\$31.25	N/A	\$186,875
Total Cost per Service Hour		\$31.25		\$186,875		\$31.25		\$186,875
Estimated Access for All Fee**			\$0.10	\$19,377			\$0.10	\$24,662
Total Cost to West Sacramento (Incl. Fare Revenue)				\$2,289,302				\$2,778,036
Sources of Funding:								
Fare Revenue				\$373,006				\$474,735
Funding from City of West Sacramento (Excl. Fare Revenue)				\$1,916,296				\$2,303,300
Total				\$2,289,302				\$2,778,036
Driver Hours Summary:								
Total Implied Driver Hours				52,893				67,318
Implied Driver Hours (Weekly)				1,017				1,295
Service Hours Summary:								
Total Implied Service Hours				5,980				5,980
Total Implied Service Hours (Weekly)				115				115

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

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

** Includes driver pay, vehicle cost (incl. WAV retrofits and spares where applicable), insurance, dedicated IT operations and supply admin, technology access, local & central operations support, T&E, rent, and office expenses.

*** TNC Access for All Fees to be invoiced to West Sacramento on a pass through basis.

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

Attachment A

COUNTY OF YOLO
March 2020
FINDINGS OF APPORTIONMENT
LOCAL TRANSPORTATION FUNDS (LTF)
Fiscal Year 2020-2021

County's Estimated June 30, 2020 Balance	\$4,062,487
Local Transportation Fund Income 2020-2021	11,453,549
Less: County Administrative Costs	-6,000
Less: SACOG Administrative Costs	<u>-173,247</u>
Balance for Allocation	<u><u>\$15,336,789</u></u>

Jurisdiction	Population ^{1/}	% of Total Population County	Finding of Apportionment	SACOG Planning	Available to Jurisdiction for Article 4 and Article 8 ^{2/}
Yolo County (Unincorporated)	31,200	14.02%	\$2,149,814	\$64,494	\$2,085,320
Davis	69,761	31.34%	\$4,806,833	\$144,205	\$4,662,628
West Sacramento	53,911	24.22%	\$3,714,700	\$111,441	\$3,603,259
Winters	7,417	3.33%	\$511,063	\$15,332	\$495,731
Woodland	60,292	27.09%	\$4,154,378	\$124,631	\$4,029,747
TOTALS	222,581	100.00%	\$15,336,789	\$460,104	\$14,876,685

1. Sources: Report E-5, Department of Finance, Demographic Research Unit, 1-1-2019

2. Funds available for projects and programs under Article 4 and Article 8.
 All or a portion may be available to the Yolo County depending on outcome of unmet needs finding.

March 2020
SACRAMENTO AREA COUNCIL OF GOVERNMENTS
 Regional Share of Statewide PUC Allocation: **\$22,877,581**
ALLOCATION OF STATE TRANSIT ASSISTANCE FUNDS (STA)
FY 2020-2021
PUBLIC UTILITY CODE SECTION 99313 & 99314

JURISDICTION	POPULATION ^{1/}	POPULATION AS A % OF TOTAL	ALLOCATION PUC 99313 ^{2/}	ALLOCATION PUC 99314 ^{2/}	STA Total
SACRAMENTO COUNTY					
Unincorporated	594,216	30.56%	\$5,151,208	\$74,137	\$5,225,345
Citrus Heights	88,095	4.53%	\$763,688		\$763,688
Elk Grove	174,025	8.95%	\$1,508,608	\$142,747	\$1,651,355
Folsom	79,835	4.11%	\$692,083	\$41,276	\$733,359
Galt	26,489	1.36%	\$229,631		\$229,631
Isleton	871	0.04%	\$7,551		\$7,551
Rancho Cordova	74,471	3.83%	\$645,583		\$645,583
Sacramento	508,172	26.14%	\$4,405,300		\$4,405,300
Sacramento Regional Transit District	NA	NA	NA	\$5,148,577	\$5,148,577
YOLO COUNTY					
Unincorporated	31,200	1.60%	\$270,470		\$270,470
Davis	69,761	3.59%	\$604,752	\$202,992	\$807,744
West Sacramento	53,911	2.77%	\$467,350		\$467,350
Winters	7,417	0.38%	\$64,297		\$64,297
Woodland	60,292	3.10%	\$522,666		\$522,666
Yolo County Transportation District	NA	NA	NA	\$332,045	\$332,045
SUTTER COUNTY					
Unincorporated	21,114	1.09%	\$183,035		\$183,035
Live Oak	8,840	0.45%	\$76,633		\$76,633
Yuba City	67,536	3.47%	\$585,464		\$585,464
YUBA COUNTY					
Unincorporated	61,586	3.17%	\$533,884		\$533,884
Marysville	12,627	0.65%	\$109,462		\$109,462
Wheatland	3,703	0.19%	\$32,101		\$32,101
Yuba-Sutter Transit Authority	NA	NA	NA	\$82,041	\$82,041
TOTAL	1,944,161	100.00%	\$16,853,766	\$6,023,815	\$22,877,581

County of Sacramento Total	\$5,151,208
Rancho Cordova City Total	\$645,583
Sacramento City Total	\$4,405,300
Citrus Heights City Total	\$763,688
Folsom City Total	\$733,359
Available to SRTD	\$11,415,822
Available to County of Sacramento	\$283,316
Available to Yuba-Sutter Transit Authority	\$1,602,620

% in RT District	Transfer to SRTD
94.5%	\$4,867,892
100.0%	\$645,583
100.0%	\$4,405,300
100.0%	\$763,688
100.0%	\$733,359
Total	\$11,415,822

Sacramento County	\$283,316
--------------------------	------------------

1. Sources: Report E-5, Department of Finance, Demographic Research Unit, 1-1-2019

2. Entire amount must be used for transportation planning and mass transportation purposes.

3. 94.5% is reserved for Sacramento Regional Transit District.

5. 100% is reserved for Yuba-Sutter Transit Authority.

4. 100% is reserved for Sacramento Regional Transit District.

6. This is the total PUC Section 99313 Allocation to SACOG for the fiscal year

MEETING DATE: May 20, 2020

ITEM # 12

SUBJECT:

CONSIDERATION OF PROPOSED PARTIAL ROLLOUT OF THE SCHOLARSHIP PROGRAM OF THE WEST SACRAMENTO HOME RUN

INITIATED OR REQUESTED BY:

[] Council [X] Staff

[] Other

REPORT COORDINATED OR PREPARED BY:

Jeff Miller, Senior Program Manager

City Manager's Office

ATTACHMENT [] Yes [X] No

[] Information

[] Direction [X] Action

OBJECTIVE

On July 18, 2018, the City Council approved policy definitions, program features and key performance indicators for all Home Run Programs except the scholarship program. The purpose of this report is to request Council consideration of a proposal for the first phase of the scholarship program.

RECOMMENDED ACTION

Staff respectfully recommends that the Council approve the proposed program features for the first phase of the scholarship program of the West Sacramento Home Run.

BACKGROUND

The West Sacramento Home Run initiative, based on a framework adopted by the City Council in 2016, has three "bases," with each base composed of two education or career-related programs. The First Base of the Home Run includes high-quality preschool and a college savings account; Second Base includes paid career-related summer internships and digital badges; and Third Base includes the West Sacramento College Promise and college scholarships.

The objective of the Home Run initiative is to provide an integrated system of programs that (1) build a culture in the City of West Sacramento through which every young person is prepared for college and career, as measured by increased postsecondary completion rates for apprenticeships, transfers, certificates, associate degrees and bachelor's degrees, and (2) over time, result in a more competitive workforce and a reduction in the city's unemployment rate.

On October 20, 2017, staff presented a Council workshop on possible concepts for West Sacramento Home Run program policy frameworks and features. Council provided guidance to staff on the content of the Home Run programs and directed staff to provide greater detail in order to provide policy direction. Through a series of subsequent Council workshops, staff developed a Home Run policy framework to guide the development of outcomes and indicators for Home Run programs. On July 18, 2018, Council reviewed policy definitions, program features and key performance indicators for all Home Run programs except the scholarship program. At that meeting, Council directed staff to separate outcomes from outputs and ensure that the outputs directly influenced the short term and long-term outcomes that the Home Run was designed to achieve.

On October 3, 2018, staff returned to Council with an outcomes policy framework. Council approved the framework and directed staff to develop programmatic outcomes and key performance indicators for each program. In December 2018, staff presented proposed outcomes and indicators for five of the six Home Run programs. These outcomes and indicators were approved by Council at its December 5 and December 19 meetings.

The first five Home Run programs are now operational, and staff has been developing a proposal, a logic model and key outcomes and indicators for a scholarship of up to \$1,000 to be awarded to West Sacramento high school graduates based on points earned through participation in the first five Home Run programs. In April, staff provided a draft of these materials to the Mayor and Mayor Pro Tem, the Council Sub-Committee for the West Sacramento Home Run. After reviewing the draft scholarship proposal, the Mayor and Mayor Pro Tem recommended some modifications be made before seeking Council approval for the full scholarship proposal. Staff will modify the proposal and seek Council approval of the full program later this year.

However, due to the cancellation of graduation ceremonies and other challenges facing 2020 high school graduates as a result of the COVID-19 pandemic, the Mayor and Mayor Pro Tem also requested that staff bring

to the Council a more limited proposal to make available a \$200 scholarship for this year's Washington Unified School District graduates.

ANALYSIS

The 3rd Base of the West Sacramento Home Run, as designed by the Council, will include two main programs: the West Sacramento Promise and the West Sacramento Home Run Scholarship. The West Sacramento Promise covers fees for two years for Washington Unified School District (WUSD) graduates who enroll full-time at Sacramento City College (SCC) within six months of high school graduation. As a result of recent negotiations between WUSD and SCC, within the next few weeks all members of the WUSD Class of 2020 will receive an email from SCC notifying them that they have been automatically admitted to the SCC West Sacramento Center, and that they are eligible for both the Los Rios Promise and the West Sacramento Promise. Per the direction given by the Mayor and Mayor Pro Tem, Home Run staff are proposing that that letter also include a one-time \$200 Home Run Scholarship offer for Fall 2020, contingent upon enrollment in the West Sacramento Promise.

The total amount of funding needed to support this scholarship offer will be determined once a final count of students enrolled in the West Sacramento Promise is received by the City from the SCC West Sacramento Center. The number of new eligible West Sacramento Promise recipients for the past three years is as follows:

Semester	New Eligible Applicants
Fall 2017	47
Fall 2018	83
Fall 2019	69

The goal of the automatic admission offer is to increase enrollment at the SCC West Sacramento Center. The table below represents various cost estimates based on possible enrollment totals, using the Fall 2018 total as a baseline.

Percent Change in Enrollment (Total Enrollment)	Total Cost
No change (83)	\$16,600
10% increase (91)	\$18,200
15% increase (95)	\$19,000
20% increase (97)	\$19,400

If the proposed program features for the first phase of the scholarship program are approved by Council, the City will enter into an agreement to provide payment for this one-time Home Run Scholarship in the form of a gift to the Los Rios Colleges Foundation. Payment will be made upon receipt by the City of an invoice from the Foundation for an amount equal to the total number of eligible students multiplied by \$200. Staff anticipates that the payment will be made to the Foundation in September 2020, after SCC conducts its fall semester student census.

This proposal is for a one-time Home Run Scholarship, available only to the WUSD Class of 2020. Staff expects to seek Council approval of a proposal for the full Home Run Scholarship program later in 2020.

Environmental Considerations

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

Commission Recommendation

N.A.

Strategic Plan Integration

Council approval of the proposed partial rollout of West Sacramento Home Run Scholarship supports the City's 2019 Strategic Plan Top Priority item: the West Sacramento Home Run (Measure E).

Alternatives

Council's primary alternatives are:

1. Approve the proposed partial rollout of the West Sacramento Home Run Scholarship as described in this staff report;
2. Approve the partial rollout West Sacramento Home Run scholarship in substantially the form described in this report, subject to Council-directed changes, additions, or deletions;
3. Direct staff to return at a future date with a revised proposal for a partial rollout of the West Sacramento Home Run Scholarship.

Alternative 1 is staff's recommendation. Staff is prepared to implement Alternatives 2 or 3 at the Council's direction.

Coordination and Review

N.A.

Budget/Cost Impact


N.A.

ATTACHMENT(S)

None

MEETING DATE: May 20, 2020

ITEM # 13

 SUBJECT: CONSIDERATION OF SECOND READING AND ADOPTION OF ORDINANCE 20-6, AMENDING THE CONTRACT BETWEEN THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM FOR SECTION 20516 – EMPLOYEE COST SHARING FOR MEMBERS OF THE WEST SACRAMENTO FIREFIGHTER'S ASSOCIATION	
INITIATED OR REQUESTED BY: <input type="checkbox"/> Council <input checked="" type="checkbox"/> Staff <input type="checkbox"/> Other	REPORT COORDINATED OR PREPARED BY: Kaitlyn Montez, Sr. Human Resources Analyst City Manager's Office
ATTACHMENT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Information <input type="checkbox"/> Direction <input checked="" type="checkbox"/> Action	

OBJECTIVE

The purpose of this report is to seek Council approval of an amendment to the City's contract with the California Public Employees' Retirement System (CalPERS) to provide Section 20516 (Employees cost sharing) for members of the West Sacramento Firefighter's Association.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council waive the second reading and adopt Ordinance 20-6 authorizing an amendment to the contract between the City Council of the City of West Sacramento and the Board of Administration of the California Public Employees' Retirement System (CalPERS) to provide Section 20516 (Employees cost sharing) for members of the West Sacramento Firefighter's Association.

BACKGROUND

Provision 10.2 Employee Contribution To Employer Share of the current 2019-2022 Memorandum of Understanding between the West Sacramento Firefighter's Association and the City of West Sacramento (MOU) specifies that the members of the Firefighter's Association will share in the employer's pension contribution cost by implementing a cost sharing agreement effective July 1, 2020. The affected employees agreed to pay 0.5% of the employer rate effective July 1, 2020, and an additional 0.5%, for a total of 1.0% effective July 1, 2021.

In order to implement the employee cost share, the City's contract with CalPERS must be amended. The City Council took the first step to amend the retirement contract at the April 22, 2020, Council meeting. At that time, the City Council adopted Resolution 20-31, Resolution of Intention to approve an amendment to the contract. In addition to the Resolution of Intention, CalPERS requires the adoption of an ordinance which is the document that amends the contract with CalPERS.

ANALYSIS

Upon the effective date of the contract amendment, affected employees will begin paying their initial 0.5% employee contribution on a pre-tax basis through payroll.

As the contract amendment changes the employee rate of contribution, Government Code Section 20474 requires a secret ballot election by the affected employees. The employee election was held, and the majority of the affected employees voted to approve. Had the majority voted to disapprove, CalPERS would not have allowed the contract to be amended.

Although July 1, 2020, was stated to be the effective implementation date of the cost sharing agreement in provision 10.2 of the MOU, CalPERS administratively processes changes to employee contribution rates at the beginning of a payroll period. Therefore, the effective date of the contract amendment is scheduled to be June 20, 2020, which is the beginning of the payroll period inclusive of July 1, 2020.

Environmental Considerations

Not applicable.

Commission Recommendation

Not applicable.

Strategic Plan Integration

Not applicable. This is the administrative procedure to comply with a provision of the Memorandum of Understanding between the City of West Sacramento and West Sacramento Firefighter's Association.

Alternatives

Not applicable. The Council previously authorized the provision of cost sharing for members of the West Sacramento Firefighter's Association under the terms and conditions as outlined in this agenda report.

Coordination and Review

The process to amend the contract has been coordinated with the appropriate staff at the California Public Employees' Retirement System (CalPERS). The West Sacramento Firefighter's Association has been apprised of the steps and progress of the contract amendment process.

Budget/Cost Impact

Per the adopted 2019-2022 MOU, the additional employee contribution to the CalPERS employer contribution as outlined in this staff report is anticipated to save approximately \$31,000 in the General Fund in FY 2020/21 and approximately \$65,000 in FY 2021/22, growing annually thereafter based on growth in related payroll. This savings is factored into the development of the annual budget process for the terms of the Memorandum of Understanding between the City and West Sacramento Firefighter's Association.

ATTACHMENT(S)

1. Ordinance 20-6
2. Exhibit

ORDINANCE 20-6

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO
AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY COUNCIL
OF THE CITY OF WEST SACRAMENTO AND THE BOARD OF ADMINISTRATION OF
THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM**

The City Council of the City of West Sacramento does ordain as follows:

Section 1.

That an amendment to the contract between the City Council of the City of West Sacramento and the Board of Administration, California Public Employees' Retirement System is hereby authorized, a copy of said amendment being attached hereto, marked Exhibit, and by such reference made a part hereof as though herein set out in full.

Section 2.

The Mayor of the City of West Sacramento is hereby authorized, empowered, and directed to execute said amendment for and on behalf of said Agency.

Section 3.

This ordinance shall take effect thirty (30) days after its adoption, pursuant to the City Council's resolution 20-6, shall be published in summary format prior to adoption and a summary shall be published within fifteen (15) days after adoption in a paper of general circulation published and circulated within the City of West Sacramento and thenceforth and thereafter the same shall be in full force and effect.

PASSED AND ADOPTED by the City Council of the City of West Sacramento this 20th day of May, 2020, by the following vote:

**AYES:
NOES:
ABSENT:
ABSTAIN:**

Christopher L. Cabaldon, Mayor

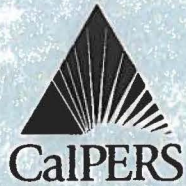
ATTEST:

Approved as to form:

Yashin Abbas, City Clerk

Jeffrey Mitchell, City Attorney

CODIFY _____ UNCODIFY _____




California
Public Employees' Retirement System



AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of West Sacramento



The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective January 1, 1987, and witnessed July 27, 1987, and as amended effective March 13, 1988, July 17, 1988, July 6, 1991, September 7, 1996, December 7, 1996, June 30, 1997, January 12, 2001, June 30, 2001, January 1, 2002, August 10, 2002, May 1, 2004, May 26, 2007, October 8, 2011, February 11, 2012 and December 15, 2012 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 17 are hereby stricken from said contract as executed effective December 15, 2012, and hereby replaced by the following paragraphs numbered 1 through 19 inclusive:

1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for class local miscellaneous members entering membership in the miscellaneous classification on or prior to February 11, 2012, age 60 for classic local miscellaneous members entering membership for the first time in the miscellaneous classification after February 11, 2012, age 62 for new local miscellaneous members, age 50 for classic local police members entering membership on or prior to October 8, 2011 and for classic local fire members entering membership in the fire classification on or prior to December 15, 2012, age 55 for classic local police members entering membership for the first time in the police classification after October 8, 2011 and for classic local fire members entering membership for the first time in the fire classification after December 15, 2012 and age 57 for new local safety members.
2. Public Agency shall participate in the Public Employees' Retirement System from and after January 1, 1987 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.

4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Local Fire Fighters (herein referred to as local safety members);
 - b. Local Police Officers (herein referred to as local safety members);
 - c. Employees other than local safety members (herein referred to as local miscellaneous members).
5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

NO ADDITIONAL EXCLUSIONS

6. This contract shall be a continuation of the benefits of the contract of the East Yolo Community Services District and East Yolo Fire Protection District, hereinafter referred to as "Former Agency", pursuant to Section 20567.2 of the Government Code, Former Agency having ceased to exist and having been required by law to be succeeded by Public Agency on January 1, 1987. Public Agency, by this contract, assumes the accumulated contributions and assets derived therefrom and liability for prior and current service under Former Agency's contract with respect to the Former Agency's employees. Legislation repealed said Section effective January 1, 1988.
7. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member in employment before and not on or after August 10, 2002 shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).
8. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member in employment on or after August 10, 2002 and not entering membership for the first time in the miscellaneous classification after February 11, 2012 shall be determined in accordance with Section 21354.4 of said Retirement Law (2.5% at age 55 Full).
9. The percentage of final compensation to be provided for each year of credited current service as a classic local miscellaneous member entering membership for the first time in the miscellaneous classification after February 11, 2012 shall be determined in accordance with Section 21353 of said Retirement Law (2% at age 60 Full).
10. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Full).

11. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local police member entering membership in the police classification on or prior to October 8, 2011 and for those classic local fire members entering membership in the fire classification on or prior to December 15, 2012 shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).
12. The percentage of final compensation to be provided for each year of credited current service as a classic local police member entering membership for the first time in the police classification after October 8, 2011 and for those classic local fire members entering membership for the first time in the fire classification after December 15, 2012 shall be determined in accordance with Section 21363.1 of said Retirement Law (3% at age 55 Full).
13. The percentage of final compensation to be provided for each year of credited prior and current service as a new local safety member shall be determined in accordance with Section 7522.25(d) of said Retirement Law (2.7% at age 57 Full).
14. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 20042 (One-Year Final Compensation) for classic local police members entering membership on or prior to October 8, 2011 and for those classic local fire members entering membership on or prior to December 15, 2012.
 - b. Section 20965 (Credit for Unused Sick Leave) for local miscellaneous members and local fire members only.
 - c. Section 21427 (Improved Nonindustrial Disability Allowance) for local fire members only.
 - d. Section 21573 (Third Level of 1959 Survivor Benefits) for local miscellaneous members and local police members only.
 - e. Section 20903 (Two Years Additional Service Credit) for local miscellaneous members only.
 - f. Section 21024 (Military Service Credit as Public Service) for local miscellaneous members and local police members only.
 - g. Section 21574 (Fourth Level of 1959 Survivor Benefits) for local fire members only.
 - h. Section 20503 (To Remove the Exclusion of Elected Officials, Prospectively from May 1, 2004).

- i. Section 20516 (Employees Sharing Cost of Additional Benefits):
Section 21362.2 (3% @ 50 Full formula) for local police members. From and after May 26, 2007 and until October 8, 2011 the police employees of Pubic Agency shall be assessed an additional 4.5% of their compensation for a total contribution rate of 13.5% pursuant to Government Code Section 20516.

Section 21362.2 (3% @ 50 Full formula) and Section 21363.1 (3% @ 55 Full formula) for local police members. The employee cost sharing contribution is not to exceed 4.325%. The maximum employee cost sharing contribution is the normal cost plus the increase in the accrued liability due to the benefit improvement amortized over 20 years. In no event shall the employee cost sharing contribution attributable to the unfunded liability remain in effect beyond June 30 preceding the 20th anniversary of the effective date of the additional benefits. Therefore, after June 30, 2026, in any given contribution year, the maximum employee cost sharing contribution cannot exceed 1.905%.

- j. Section 20475 (Different Level of Benefits). Section 21363.1 (3% @ 55 Full formula) and Section 20037 (Three-Year Final Compensation) are applicable to classic local police members entering membership for the first time with this agency in the police classification after October 8, 2011.

Section 21353 (2% @ 60 Full formula) is applicable to classic local miscellaneous members entering membership for the first time with this agency in the miscellaneous classification after February 11, 2012.

Section 21363.1 (3% @ 55 Full formula) and Section 20037 (Three-Year Final Compensation) are applicable to classic local fire members entering membership for the first time with this agency in the fire classification after December 15, 2012.

- k. Section 20516 (Employees Sharing Additional Cost):

From and after the effective date of this amendment to contract, .5% for local fire members in the West Sacramento Firefighter's Association, Local 522.

The portion of the employer's contribution that the member agrees to contribute from his or her compensation, over and above the member's normal contribution ("Cost Sharing Percentage"), shall not exceed the Employer Normal Cost Rate, as that rate is defined in the CalPERS Actuarial Valuation for the relevant fiscal year. If the Cost Sharing Percentage will exceed the relevant Employer Normal Cost Rate, the Cost Sharing Percentage shall automatically be reduced to an amount equal to, and not to exceed, the Employer Normal Cost Rate for the relevant fiscal year.

15. Public Agency, in accordance with Government Code Section 20834, shall not be considered an "employer" for purposes of the Public Employees' Retirement Law. Contributions of the Public Agency shall be fixed and determined as provided in Government Code Section 20834, and such contributions hereafter made shall be held by the Board as provided in Government Code Section 20834.
16. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
17. Public Agency shall also contribute to said Retirement System as follows:
 - a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21573 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members and local police members.
 - b. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local fire members.
 - c. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - d. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
18. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

19. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF WEST SACRAMENTO

BY _____
ARNITA PAIGE, CHIEF
PENSION CONTRACTS AND PREFUNDING
PROGRAMS DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk

MEETING DATE: May 20, 2020

ITEM # 14

SUBJECT:**UPDATE AND ACTIONS ON CITY'S COVID-19 RESPONSE****INITIATED OR REQUESTED BY:**

[] Council [X] Staff

[] Other

REPORT COORDINATED OR PREPARED BY:

Aaron Laurel, City Manager

ATTACHMENT [X] Yes [] No [X] Information [X] Direction [] Action

OBJECTIVE

This item provides an update and requests authorization for actions by the City related to mitigating the spread of COVID-19 and to respond to the impacts of those activities on residents, businesses, and the City organization.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council receive staff's update and provide direction to staff on activities related to COVID-19 mitigation and community impacts.

BACKGROUND

Since March 16, 2020, the City has been operating under a state of local emergency in West Sacramento due to the novel coronavirus (COVID-19) outbreak. The City's local emergency declaration was preceded by related emergency declarations at the county, state, and federal level. Under the coordination of its Emergency Operations Center (EOC), the City continues to implement mitigation and response actions related to COVID-19, which are summarized in Attachment 1.

Section 2.40.050 of the City's Municipal Code provides that, under a state of local emergency, the City Manager acts as the Director of Emergency Services (Director). While the local emergency declaration is in effect, the Director is delegated authority to control and direct the efforts of the EOC. This includes, but is not limited to:

- Directing cooperation between, and coordination of, services and staff of the EOC, and resolving questions of authority and responsibility that may arise between them.
- Representing the City in all dealings with public or private agencies on matters pertaining to the local emergency.
- Making and issuing rules and regulations on matters reasonably related to the protection of life and property as affected by the emergency, provided that those rules and regulations are confirmed at the earliest practicable time by the City Council.
- Obtaining vital supplies, equipment and other properties that are needed for the protection of life and property and to commit City funds for those purposes.
- Requiring emergency services of any City officer or employee.
- Requisitioning necessary personnel or material of any City department or agency.

The City Council is scheduled to meet weekly while the local emergency declaration is in effect. This increased meeting frequency allows staff the opportunity to provide regular updates to the Council on the City's COVID-19 response and to request Council authorization for actions that are either proposed or have already been carried out under the City's local emergency declaration. This report will remain a standing item on each Council agenda with updates to Attachment 1 and, as needed, specific authorization requests, resolutions, and other actions.

ANALYSIS

See Attachment 1 for this week's updates.

Environmental Considerations

N/A

Commission Recommendation

N/A

Strategic Plan Integration

N/A

Alternatives

N/A

Coordination and Review

This report was produced based on updates from all City departments on ongoing COVID-19 response activities.

Budget/Cost Impact

N/A

ATTACHMENT

1. City of West Sacramento COVID-19 Response Actions Summary

CITY OF WEST SACRAMENTO COVID-19 RESPONSE ACTIONS SUMMARY

Updated as of 5/19/2020
(new or updated items are highlighted)

This document provides an updated summary of the City of West Sacramento's response actions related to novel coronavirus (COVID-19) mitigation and recovery. Note that this is not a fully comprehensive list of everything the City has undertaken related to its COVID-19 response, but it does capture the most significant and notable actions. It also provides some significant updates from other levels of government, including Yolo County, the State of California, and the Federal government, to the extent those updates affect the City's COVID-19 response. It will be updated prior to each weekly City Council meeting and will accompany the standing agenda report on the City's COVID-19 response.

COVID-19 AND CITY SERVICES DATA:

The following tables provide data on COVID-19 cases in West Sacramento and Yolo County, in addition to statistics related to City services during the emergency.

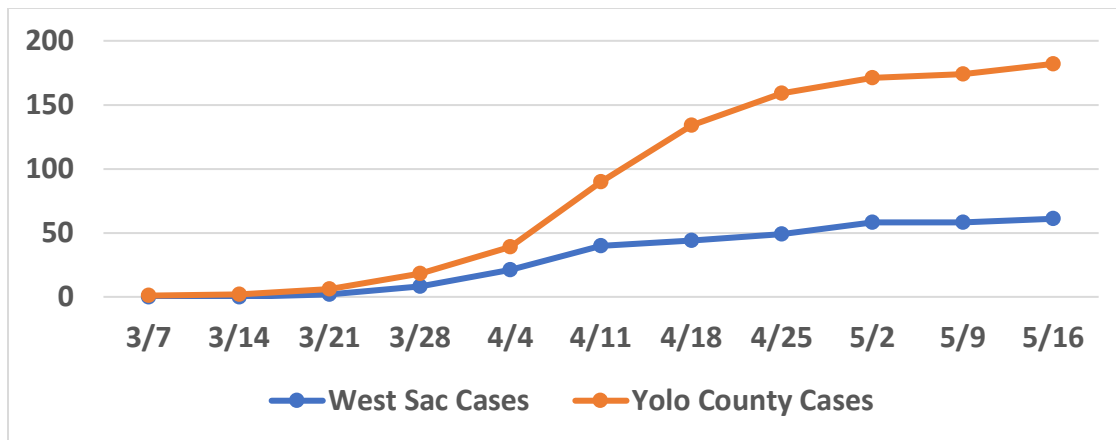
COVID-19 Cases

WEST SACRAMENTO			
Total Case Data (updated as of 5pm today)			
Cases¹	Hospitalized¹	Tested²	Deaths²
63	23	N/A	N/A
Historic Data (since data tracking began)			
Week	New Cases	Total Cases	% Change (prior week)
5/10-5/16	3	61	4.9%
5/3-5/9	0	58	0.0%
4/26-5/2	9	58	18.4%
4/19-4/25	5	49	11.4%
4/12-4/18	9	44	25.7%
4/5-4/11	14	35	66.7%
3/29-4/4	13	21	162.5%
3/22-3/28	6	8	300%
3/15-3/21	2	2	-
3/8-3/14	0	0	-
3/1-3/7	0	0	-

YOLO COUNTY			
Total Case Data (updated as of 5pm today)			
Cases¹	Hospitalized¹	Tested¹	Deaths¹
185	42	4,280	22
Historic Data (since data tracking began)			
Week	New Cases	Total Cases	% Change (prior week)
5/10-5/16	9	182	5.2%
5/3-5/9	2	173	1.2%
4/26-5/2	12	171	7.5%
4/19-4/25	22	159	16.1%
4/12-4/18	47	137	52.2%
4/5-4/11	51	90	130.8%
3/29-4/4	24	39	160%
3/22-3/28	9	15	150%
3/15-3/21	4	6	200%
3/8-3/14	1	2	100%
3/1-3/7	1	1	-

¹ Includes data collected thus far this week.

² Yolo County reports data on COVID-19 testing and deaths on an aggregated countywide level.



City Services

Public Safety Calls for Service (data since 3/1/2020):

POLICE			
Week	2020 Calls	2019 Calls (average/week: same period)	% Change (2019-2020)
5/10-5/16	1,002	1,235	-23.3
5/3-5/9	940		-31.4%
4/26-5/2	1,088		-13.5%
4/19-4/25	1,069		-15.5%
4/12-4/18	1,104		-11.9%
4/5-4/11	1,172		-5.4%
3/29-4/4	1,013		-21.9%
3/22-3/28	1,048		-17.8%
3/15-3/21	1,114		-10.9%
3/8-3/14	1,086		-13.7%
3/1-3/7	1,156		-6.8%
TOTAL	11,792		13,585

FIRE			
Week	2020 Calls	2019 Calls (average/week: same period)	% Change (2019-2020)
5/10-5/16	149	178	-16.3
5/3-5/9	177		-0.6%
4/26-5/2	157		-11.8%
4/19-4/25	174		-2.2%
4/12-4/18	154		-13.5%
4/5-4/11	171		-3.9%
3/29-4/4	169		-5.1%
3/22-3/28	172		-3.4%
3/15-3/21	214		+20.2%
3/8-3/14	198		+11.2%
3/1-3/7	202		+13.5%
TOTAL	1,937		1,958

Public Health Order Enforcement:

The City’s Code Enforcement Division receives inquiries and complaints related to essential activity determinations and enforcement of the Yolo County Public Health Official’s shelter-in-place order. The volume of new cases by week is provided below. Questions or concerns about activities under the Public Health Order can be submitted through West Sac Connect (link below) or by calling the Code Enforcement message line at (916) 617-4925.

<https://www.cityofwestsacramento.org/services/west-sac-connect>

ENFORCEMENT CASES			
Week	New Cases	Total Cases	% Change (prior week)
5/10-5/16	14	168	9.1%
5/3-5/9	21	154	15.8%
4/26-5/2	37	133	38.5%
4/19-4/25	35	96	57.4%
4/12-4/18	21	61	52.5%
4/5-4/11	18	40	81.8%
3/29-4/4	16	22	266.7%
3/22-3/28	3	6	100%
3/15-3/21	3	3	-

City Call Center Volume and Public Works Maintenance Requests:

During the public closure of City facilities, the City has set up a central call center at the Corporation Yard that is staffed with Public Works Operations and Maintenance Department administrative staff. The center receives calls for all department phone lines in addition to general calls it would normally receive prior to the emergency. Before the City building closure, the call center received approximately 20 calls per day. During the emergency period, the call center has received an average of about 30-35 calls per day.

The Public Works Operations and Maintenance Department reports that, since the COVID-19 emergency began, their call center has been receiving an average of about 7 calls per day related to requests for services in the field from their department. These calls may include requests related to sewer blockages or leaks and water conveyance issues (water main breaks, leaks, etc.). Before the emergency declaration, the department estimates that it received about 10 of these calls per day on average. A breakdown of overall calls by topic received by the call center is provided below.

CITY CALL CENTER: CALLS BY TOPIC						
Topic/Department	4/5-4/11	4/12-4/18	4/19-4/25	4/26-5/2	5/3-5/9	5/10-5/16
CD/EDH Departments	39	30	34	45	45	49
Public Works O&M Department (service calls)	27	24	23	35	21	29
Parks and Recreation Department	18	30	30	33	38	23
Waste Management referrals	11	12	11	7	14	14
Fire Department (unrelated to emergencies)	8	8	7	14	12	12
Utility Billing/Administrative Services Department	7	18	17	10	15	17
Police Department (unrelated to emergencies)	3	5	4	3	2	1
Capital Projects and Transportation Department	0	6	6	3	2	1
Other/miscellaneous topics	34	24	20	30	38	18
TOTAL	147	157	152	180	187	164

EMERGENCY DECLARATIONS/ACTIONS:

A timeline of emergency declarations and related actions is provided below:

DATE	AGENCY	ACTION
3/4	State	Governor Newsom declared a state of emergency in California.
3/9	City	Emergency City Council meeting held to discuss potential COVID-19 mitigation actions.
3/10	County	Board of Supervisors declared a local state of emergency in Yolo County.
3/13	Federal	President Trump declared national state of emergency.
3/13	WUSD	Board of Trustees elects to close schools (other Sacramento region schools also closed).
3/16	City	Local emergency in West Sacramento declared and Emergency Operations Center (EOC) activated.
3/16	City	City of West Sacramento facilities closed to the public.
3/18	City	City Council ratified declaration of local emergency in West Sacramento.
3/19	County	Public Health Official issued shelter-in-place order for Yolo County.
3/22	Federal	President Trump approved major disaster declaration in California.
4/1	County	Public Health Official extended the shelter-in-place order for Yolo County through May 1.
4/23	County	Yolo County released draft "Roadmap to Recovery" as a guide to phasing public health order restrictions.
4/24	County	Public Health Official issued order requiring face coverings to be worn in public places.
5/13	City	City Council reaffirmed and extended local emergency declaration through July 12, 2020.

CITY OF WEST SACRAMENTO RESPONSE ACTIONS:

This summary is categorized by the major priority themes the City has been focusing on during the emergency declaration period. As the emergency situation evolves, categories may be added or revised as appropriate. The City's current areas of response action focus are listed below along with a brief description of each theme.

While the scope of the issues being considered is far-reaching, as a smaller jurisdiction, the City's financial and human resources are not. Therefore, the City must focus its efforts on response actions related to these and potentially other themes that can be applied with an appropriate local scale to have a meaningful impact.

1. Emergency Response:

Most of the City's response actions are centered on mitigating the spread of COVID-19 in the community to assist with the wider objective of sustaining the availability of medical resources in the region through the emergency period. The City is managing its overall emergency response and coordination with other agencies through its EOC.

2. Organizational Continuity and Essential Services:

The City's most vital services during this time include public safety, operations and maintenance of critical infrastructure, and emergency operations. The City is focused on measures to maintain the availability of personnel, as well as vehicles and equipment necessary to sustain those services. Other essential activities of the City organization during this time include real estate development services (permitting, inspections, etc.) and transportation/mobility services (Via and other components of our mobility system). These two areas were listed as distinct topics in previous versions of this report but are now included under this topic.

3. Communications:

The City has an essential role in communicating information and direction related to the emergency to residents and businesses through its website, social media, and other channels, including targeted communication to certain populations to mitigate the spread of COVID-19.

4. Fiscal Planning and Readiness:

This impact of the emergency on the City's budget will be significant. Staff is modeling that impact to inform future budgetary decisions, while also ensuring that the City can recover eligible emergency response costs through available federal and state assistance.

5. Housing and Social Services:

Several topics are covered under this theme, some of which were broken out individually in previous versions of this report. These priorities include maintaining housing stability, homeless services, facilitation of food distribution, and providing services and programs for senior citizens and youth.

6. Business Resiliency and Recovery:

West Sacramento is home to over 5,000 businesses that cover a wide array of sectors and employ over 25,000 people. The impact of the COVID-19 emergency on local businesses is profound. The City is focused on providing resources and information to support these businesses through near-term survival to long-term recovery.

Summaries of actions undertaken or being planned related to each of these focus areas are provided beginning below. This should be considered a partial list of the City's activities in each area.

1. Emergency Response:

DATE	ACTION
3/8	An emergency City Council meeting was held to discuss the City's COVID-19 mitigation response.
3/10	Interim City regulations were developed to modify or cancel special events or events at City facilities and to regulate operations at City preschool and after school programs.
3/12	All events in City facilities and events requiring a special event permit were cancelled, based on County and State public health agency guidance.
3/13	City preschool and afterschool programs were suspended through at least 4/13 to coincide with Washington Unified School District (WUSD) closure timeframe.
3/16	The EOC was activated and the COVID-19 Incident Response Team was created. The EOC team has been meeting daily since, providing centralized coordination and communication among departments and staff involved in emergency support. Social distancing recommendations are being observed for those meetings—keeping in-person attendance to a minimum and using teleconferencing.
3/16	The City proclaimed a local emergency and completed a City Council staff report and resolution to ratify that proclamation at the 3/18 Council meeting.
3/16	All City buildings were closed to the public (City Hall, Recreation Center, Community Center, etc.).
3/16	All non-essential City advisory commission meetings and other public meetings at City Hall were cancelled through at least April (or transitioned to teleconferencing).
3/18	City Council ratified the local emergency proclamation (and directed staff to schedule weekly Council meetings during the emergency period, to be conducted by tele/videoconference.
3/20	In coordination with Yolo County, the City established protocols for making "essential business/activity" determinations and enforcement of the Public Health Officer's shelter-in-place order. Questions or concerns regarding activities allowed under the order are directed to the City's Code Enforcement message line or through West Sacramento Connect ("Public Health Order Questions" topic). The City's Code Enforcement Manager is the liaison to the County Public Health Officer for assistance with determinations. Code Enforcement will communicate directly with businesses in question and field visits will be conducted to ensure compliance. Law enforcement involvement will only be required in cases of continued non-compliance but will be if necessary (violation of the order constitutes a misdemeanor).
3/24	Park restrooms were closed, and an advisory was issued to the community to remind that group activities are disallowed under the order, including group sports, picnics, and other similar activities in parks and elsewhere. Residents were also advised to refrain from using playgrounds. Certain portable restroom locations will be maintained for use by service and park construction personnel.
3/31	Preschool and afterschool program suspensions were extended through May 3 to coincide with WUSD's updated closure timeframe.
3/31	City building public closures and staff telecommuting and administrative leave status was extended proactively through May 3 in anticipation of the extension of the Public Health Order.
4/3	Broderick Boat Ramp closed to encourage compliance with the Public Health Order.
4/3	The Early Learning Services Division extended the closure of City preschool and afterschool programs for the rest of the school year to remain consistent with the Washington Unified School District.
4/6	Fit testing for N95 masks being completed for Fire and Police personnel at Fire Station 45.
4/6	Parks Maintenance began the process of placing caution tape around playground equipment and removing rims from basketball hoops in City parks through the end of the Public Health Order. These measures became necessary because, despite the directive, many people were still using play equipment and playing group basketball games. This work will be completed this week.
4/6	The Community Development Department issued revised safety protocols for plan check and inspection services and COVID-19 exposure reduction guidance for construction sites. These documents were based on similar releases from other cities in California, including Los Angeles.
4/16	The Human Resources Division released Interim Exposure Reduction Guidelines for Essential Personnel (non-public safety employees). The guidelines address exposure reduction methods and option equipment for employees, specifically cloth face coverings, that may be used to assist with avoiding potential exposure to or exposure to others to COVID-19.
4/27	In response to the Public Health Officer's order to wear masks in public places, the Fire Department took the lead on ordering masks of various types (including N95, disposable surgical-type masks, and washable face coverings) for use by City staff. The masks will be distributed to departments based on need and type of work. Over 1,000 masks were ordered,

	and on 4/28 another 1,000 N95 masks were donated to the City by NorthPoint Development, a national real estate development company. The Police and Fire Department continue to place and have orders fulfilled for masks and other personal protective equipment on an ongoing basis.
5/12	The City received 4,800 cloth masks donated through a partnership program of the US Conference of Mayors. These masks add to the stock being compiled at the Corp Yard. Appropriate uses for the different types of masks that have been acquired are being determined by the EOC team, which is developing a distribution plan. City employees will be given priority for the washable cloth masks, but others will likely be available for distribution to partner agencies. Disposable masks are also being obtained, including for members of the public that visit City facilities once they are reopened. The 4,800 cloth masks have an approximate value of \$7,670 and will likely be credited as a donation against the City's local cost share for FEMA reimbursement (equal to about 20% of the current anticipated cost share).
ONGOING	The City's Code Enforcement Division continues to manage determinations and enforcement of the Public Health Order on businesses in West Sacramento, working in coordination with the Yolo County Public Health Official's office. Questions or concerns about activities under the Public Health Order can be submitted through West Sac Connect (https://www.cityofwestsacramento.org/services/west-sac-connect) or by calling the Code Enforcement message line at (916) 617-4925.

Other Updates:

- **Yolo County/West Sacramento Testing Centers:**

On 4/25, Yolo County's EOC contacted our EOC with a request from CalOES to identify a location for a public COVID-19 testing center in West Sacramento. Through coordination with the County EOC, a plan was agreed upon to hold testing for four weeks beginning on 5/4 at the Yolo County Fairgrounds (Woodland), followed by three weeks at a site in West Sacramento, beginning on 6/1. Details regarding testing volume, eligibility, and prioritization are still being reviewed. The City is preparing two sites for testing, including the Club West center on Riverbank Road and the Recreation Center.

- **Yolo County "Roadmap to Recovery":**

The Assistant City Manager, along with the EOC Manager and Coordinator, have provided the City's comments on the County's "Roadmap to Recovery" and have been participating in a countywide process of creating guidelines for the reopening of certain types of businesses based on the phasing outlined in the plan (which also tracks with the State's phased reopening plan).

- **Washington Unified School District Response Actions:**

Throughout the COVID-19 mitigation process, staff has been in contact with WUSD staff to coordinate and exchange information on response actions of each agency. Also, the Public Information Officers for both agencies have coordinated on community messaging and the WUSD PIO has attended the City's daily EOC calls. As noted above, the closure timeframes for the City's preschool/daycare and afterschool programs have been aligned with WUSD's. During the closure, WUSD has continued meal services at school sites and has implemented a distance learning program that is prepared to run through the end of the school year if necessary. WUSD has also made Google Chromebooks available to students that need one to participate in the distance learning program and the district is assessing students' internet access.

2. Organizational Continuity and Core Services:

DATE	ACTION
3/13	Upon learning about regional school closures, staff immediately analyzed and confirmed that staffing for critical City services could be sustained without the need for adding childcare services for those employees.
3/13	Interim COVID-19 mitigation procedures were issued to City employees, including information about telecommuting and leave eligibility.

3/16	Prior to the closure of City Hall and other City facilities to the public, the Fire, Police, Public Works, and Parks Departments confirmed staff availability to continue core functions, and staff from the City Manager's Office and other departments were assigned to EOC support.
3/16	As required by the Municipal Code, the City Manager's emergency proclamation established an order of succession for the designation of Emergency Services Director, which was subsequently approved by the Council on 3/18. The order of succession for the Emergency Services Director is Aaron Laurel, City Manager; Amanda Berlin, Assistant City Manager; Steve Binns, Fire Chief; Robert Strange, Interim Police Chief; and Jon Robinson, Deputy City Manager.
3/16	Upon the closure of City facilities to the public, all employees deemed unnecessary to be physically present or unable to work remotely were transitioned to either telecommuting or paid administrative leave.
3/16	Staff implemented tele/videoconferencing measures (Microsoft Teams and Zoom) to facilitate remote staff work and to transition City advisory commission and other public meetings to tele/videoconferencing.
3/16	A call center was set up at the Corporation Yard, with all call to City phone lines routed through the center. Staff at the center were provided a list of frequently asked questions and information on routing calls and responding to questions.
3/17	Staff established a plan for the 3/18 Council Meeting and closed session (minimized staff presence, encouraged the public to watch online and submit comments by email, implemented distancing for seating, used teleconference line for remote staff, etc.).
3/17	City Management prepared and released closure procedures and telecommuting guidance to all employees
3/17	The Capital Projects and Transportation Department created interim measures to accept public bid documents (including immediately for the West Capitol Avenue Road Rehabilitation Project).
3/17	The Fire and Police Chiefs prepared and released interim guidance for Police and Fire personnel for responding to COVID-19 related calls.
3/17	The Public Works Operations and Maintenance Department shifted to 40% staffing level during the day and 24/7 on call. Management shifts were staggered to promote distancing and continuity. The water treatment plan is under normal operations with two employees present per shift.
3/17	Staff communicated issues about tort claims, Public Records Act request deadlines, and other issues to the League of Cities. The League is directly communicating these and other issues with Cal OES and the Governor's Office. These issues were included, among other requests, in a letter from the League to the Governor's Office on March 22.
3/17	Following City Hall closure, the Community Development Department began to make adaptations to enable staff to process permit applications and to conduct limited inspection services. This work continues as procedures are modified in an effort to keep projects under construction or moving towards construction.
3/18	Upon ratifying the local emergency proclamation, the City Council directed staff to schedule weekly Council meetings during the emergency period, to be conducted by tele/videoconference.
3/18	Via reduced the number of people allowed in a shared ride to a maximum of 3 passengers per vehicle. Operations hours have not changed but less vehicles are being deployed than normal. Via estimates the current ridership rate is about 100 rides per weekday.
3/20	Recreation Center staff began offering remote group exercise classes and health tips, which can be accessed live or streamed later.
3/25	The City held its first weekly Council meeting by tele/video conference using revised procedures. The meetings will be conducted remotely but will still be broadcasted as normal on the City's website and cable access channel. Public comments must be submitted in writing prior to the meeting start time (7:00 PM). Future Council meetings will include an update on the City's COVID-19 emergency response, but normal City business will also be conducted.
3/26	The Public Works Operations and Maintenance Department shifted operations to two shifts of maintenance workers that will alternate every other week. This will help ensure the department's capability to fulfill essential functions by making available a higher than normal number of employees that could be called into work if needed. Calls after 3:30 PM are directed to on-call maintenance staff.
3/27	The City's two Firefighter recruits were graduated early from the Sacramento Fire Academy to be available for immediate service. The new Firefighters received department-level training during the week of March 30 and will begin working their first shift the week of April 6.
3/27	The Parks Maintenance Division scaled back operations to only essential park maintenance. This includes mowing, spraying, irrigation emergencies, and trash pickup. All trimming, restroom cleaning, and other services have been suspended.
3/28	The Police Department implemented shift adjustments to move to 12-hour shifts within minimal overlap. This will maximize the availability of reserve resources and reduce the risk of COVID-19 transmission among personnel.
3/30	Information Technology Division staff began working on setting up an electronic signature process for staff to allow documents to be signed remotely.

3/30	The Communications Division initiated a contract with a consultant to provide backup to the City's Communications and Media Officer (PIO) and to supplement the City's public messaging efforts. A secondary backup staff member for communications was also identified from the Parks and Recreation Department.
3/30	Building Division staff conducted its first "virtual" inspection using remote technology. In the weeks ahead, this process will be adapted for all inspection activity to the extent possible.
3/31	The Home Run Division prepared and distributed communication materials for childcare providers that are still operating and for parents with tips and best practices for social distancing and COVID-19 prevention in childcare facilities. The division also initiated contracts with early learning specialists to work with childcare centers to provide remote training.
3/31	The Human Resources Division created a continuity planning database across City departments that will designate at least one backup per employee to ensure that services can continue should an employee become sick or otherwise unable to work during the emergency. The database includes information such as passwords to project or program-specific accounts or work products, key contact information, status of current projects or activities under each employee's scope of work, and planning for virtual job rotation and shadowing to provide cross-training.
4/1	Learning Ladder Preschool staff provided home activity packets and student journals to households.
4/3	Home Run Division and Community Relations Division staff created a page on the City's website dedicated to childcare resources. The page includes information about currently operating childcare facilities, resources and safety information for parents and childcare providers, and a form that essential workers can fill out to receive assistance from City staff in locating an open childcare space (also see summary of "Childcare Assistance" below).
4/14	The City's Home Run Division delivered packages to 9 childcare centers in West Sacramento with cleaning and sanitizing supplies, along with copies of the guidance that was prepared related to preventing the spread of COVID-19 in childcare facilities and for parents to keep sick children at home. The cleaning supplies were successfully ordered through a local vendor that also supplies our Parks and Recreation Department.
4/24	The Human Resources Division issued a new Administrative Policy to employees to implement the Families First Coronavirus Response Act (FFCRA), which requires employees to provide eligible employees with paid sick leave and paid family leave under certain circumstances related directly to the impact of COVID19 for certain types of employees. The FFCRA policy does not apply to employees that are teleworking or to emergency responders.

Other Updates:

- **Childcare Assistance:**

A previous update noted that childcare assistance, particularly for hospital employees, is a need that could arise in the Sacramento region the weeks ahead. The City of Sacramento is offering free childcare to its public safety and other essential employees, in addition to employees of hospitals in Sacramento. It has been determined that a similar measure is not necessary to maintain staffing levels needed to sustain essential City services. It remains unknown how many Sacramento-area hospital workers reside in West Sacramento and to what extent those residents are taking advantage of the City of Sacramento's program. While it would be practically difficult to implement a similar program in West Sacramento at an effective scale and cost due to the limitations of the Public Health Order, staff has implemented a series of measures (listed below) to assist the City's public safety personnel and other essential workers in West Sacramento to connect with available childcare options. A page on the City's website called "COVID-19 Child Care Resources" has been dedicated to this topic (link below).

- <https://www.cityofwestsacramento.org/residents/west-sacramento-home-run/1st-base-preschool-and-college-savings-accounts/covid-19-resources>
- Staff has created a list of preschool/daycare facilities currently operating in West Sacramento, which includes 15 sites. The list, which is available on the City's website at the link below, includes contact information for each site and will be updated frequently. <https://www.cityofwestsacramento.org/home/showdocument?id=10888>
- Home Run Division staff are available to help essential workers find an open childcare space in one of the operating facilities, including information about which sites include infant/toddler care. A form is available on the City's website at the link below to facilitate that process. This information has been provided to and distributed by the Police Chief and Fire Chief to their staff. <https://docs.google.com/forms/d/e/1FAIpQLSewu6lr4ayEiYfJ-m4EMFTzogr3s269ongTpBRFvNCnkaAfg/viewform>
- Home Run Division staff have prepared and distributed informational materials to childcare providers to help with some of the current confusion around protocol for childcare facilities under the Public Health Order. Informational materials were also prepared for parents. These materials are posted on the City's COVID-19 Child Care Resources website (link above).

- Parks and Recreation Department extra help staff for the ASES program are currently on paid administrative leave. If the need for childcare services for essential employees of the City (i.e. Police Officers, Firefighters, Maintenance/Water Treatment Plant Workers) should arise as a need to sustain core City services, these staff could be made available for that purpose.
 - On 4/7, City staff coordinated with WUSD staff on the district’s recent survey outreach to households of its students to attempt to identify childcare needs for “essential workers” (referring to “first responders” and “healthcare professionals”). Based on the survey data, it was determined that sufficient space is available in childcare sites currently operating in the City to meet the current need for essential workers. The City’s resources described above will be helpful in connecting those households to available childcare while supporting those operators so they can remain in business. Also, the Children’s Home Society of California offers reimbursement of childcare costs for essential workers.
 - On 4/10, Governor Newsom announced the release of \$100 million to support childcare services for essential workers and vulnerable populations, and to support health and safety for childcare providers. According to information released by the Governor’s Office, the funding has been allocated to the California Department of Education for these purposes. Half of the funds will be used to pay for up to 20,000 limited-term additional state-subsidized child care slots and the other half of the funding will reimburse childcare providers for their costs to purchase safety equipment such as gloves, face coverings, cleaning supplies, and other labor related to cleaning in accordance with federal and state public health and safety guidelines.
 - On 4/15, the Children’s Home Society began taking applications for families who need care and are essential workers. Eligible households may receive free childcare through June 30th. Eligibility requires that one or both parents is an essential worker, and that if both are not, one is incapacitated in some way and unable to provide care, and also that their assets as a family do not exceed \$1,000,000. A link to this information was provided on the City’s website.
 - On 4/30 Governor Newsom announced that the State had opened a new online portal to help parents find local childcare options. The portal is available at <https://covid19.ca.gov/childcare/>.
- **Quarantine Options for Employees:**
Following up on a concern raised by the Council, staff is working on securing the availability of temporary housing (i.e. hotel accommodations) in West Sacramento for any City employees that become symptomatic with COVID-19 and lack the ability to safely quarantine themselves from their families at home. Some other cities around the country are utilizing a similar approach. Staff is also working on a policy for how temporary quarantine housing would be used. Basically, the policy will stipulate that if the employee was exposed to COVID-19 at work, the City will pay for their quarantine at the hotel; but if the employee was exposed to COVID-19 otherwise and is in need of a place to quarantine, the City would make the hotel available but the employee would pay the cost.
 - **Development Services—Entitlement Status Extensions:**
While permitting and limited inspection activities continue, there will be delays to that work due to the emergency and staff’s remote work status. Staff has analyzed the status of development projects in the city and have identified projects with approved entitlements that could be impacted by an extended delay. At its 4/29 meeting the Council received a presentation from staff on these issues and provided direction to staff about possible extensions for projects. Staff will return to the Council at a future meeting with recommended extension actions for certain projects.
 - **Transportation/Mobility—YCTD Status:**
Yolobus service has been scaled back to adjust to ridership reductions, which as of 4/20 are down by over 85%. On 4/2, YCTD implemented rear boarding for all riders (except disabled riders) and instituted free fares for all Yolobus rides. As of 4/20, YCTD is operating Yolobus service in West Sacramento as follows:
 - *Routes 35 and 240:* Operating under regular Saturday schedule.
 - *Route 41:* Operating under regular weekday schedule, except that 6:20 PM and 7:20 PM trips are cancelled as of 4/20.

- *Route 39*: No longer operating as 4/20.
- *Route 40*: Operating under regular Saturday schedule, except that 6:40 PM trip is cancelled as of 4/20.

Beginning on 3/24, YCTD began deploying paratransit vehicles to the County EOC to distribute food and goods boxed by the Yolo Food Bank. These deliveries mainly were to support homeless individuals that are temporarily housed in motels throughout the county. As of 4/13, the paratransit vehicles had transported food to 173 motel rooms in West Sacramento, Davis, and Woodland.

- **Transportation/Mobility—Via Status:**

Via continues to operate regular passenger service during normal operating hours; however, it has reduced the maximum number of riders to 3 per van. Roughly 80 people are still regularly using Via during the week, which is down from nearly 700 before the COVID-19 emergency. Via has been used to support Yolo Food Bank’s deliveries to mobility-challenged households since March 19. Six vans/drivers have been deployed weekly on Thursdays for this purpose, completing a total of about 150 food deliveries per week.

- **Transportation/Mobility—JUMP Status:**

A previous version of this update reported that JUMP has suspended operations in the Sacramento region and has pulled its fleet. Last week it was announced that Lime was acquiring JUMP through a financing deal with Uber, the parent company of JUMP, and other investors. It remains to be seen what effect Lime’s acquisition of JUMP will have on the availability of micro mobility services in West Sacramento, but staff will continue to track the situation.

3. Communications:

DATE	ACTION
3/9	A City webpage was set up to provide daily and urgent updates on COVID-19 related issues and information. The website is being constantly updated with new information for residents and businesses. As needed, information has been translated into Spanish and Russian.
3/23	The City informed the public that there were confirmed cases of COVID-19 in West Sacramento, utilizing its communication platforms including the Everbridge notification system. A targeted communication effort was initiated to mitigate a concern about a potential geographic clustering of COVID-19 cases.
3/27	A video from Interim Police Chief Strange was posted to the City’s website describing the Police Department’s activity during the emergency and to address enforcement of the Public Health Order.
3/31	As mentioned earlier, a consultant was retained to provide backup to the City’s PIO and to supplement targeted communication efforts. The PIO and consultant made arrangements with Russian American Media (Russian language radio and social media) to implement targeted communications to the Russian community, including local churches to urge adherence to the Public Health Order. Targeted messaging may include translated interviews with the Yolo County Public Health Official or other key public figures. Spanish language materials and communication strategies will also be developed going forward.
3/31	In coordination with the PIO, the Public Works Operations and Maintenance Department and the Police Department deployed the City’s five changeable message signs at high-traffic locations in the City, with a message reading “Stay home, save lives.” The locations included the intersection of Jefferson Boulevard/Sacramento Avenue, Jefferson Boulevard/Triangle Court, Jefferson Boulevard at River City High School, Harbor Boulevard at Highway 50, and 3 rd Street/C Street.
4/1	A-frame signs were placed in front of markets catering to the Russian community to encourage compliance with the Public Health Order and social distancing.
4/27	This week staff is putting together the contents for a reinstated version of the City Council Newsletter. The newsletter will focus on updates related to items that are “regular” City business (not related to COVID-19 response). For the time being, the newsletter will be released on a bi-weekly basis. This report will continue to serve as the Council’s primary source of information on the City’s COVID-19 response.

4/28	Mayor Cabaldon did an interview with Russian American Media focusing on the Public Health Officer's order to wear masks in public places and to reinforce compliance with the shelter-in-place order. The interview was translated and aired in Russian.
Ongoing	The EOC Public Information Officer has been posting daily updates on the City's COVID-19 website and social media accounts and has coordinated with the Mayor to produce short videos with information for residents, including informational interviews with Superintendent Luna and Supervisor Villegas, among other features. In addition to the City website and social media, residents can sign up to receive emails with news and alerts through the City's electronic notification system at https://www.cityofwestsacramento.org/government/email-alerts . Other sections of this report include updates involving communication on various topics and a summary of the City's social media activity during the COVID-19 emergency is included later in this section.

Other Updates:

- **Social Media Update:**

The City has actively utilized its various social media platforms to convey messages and information about COVID-19 and the City's response actions to residents and businesses. An updated summary of those activities is provided in the table below, and each platform title is a hyperlink to the City's account.

Platform	Update
Facebook	<ul style="list-style-type: none"> • We reached 15,742 people this week, which is up 6% from the previous week. • Our top post this week was a humorous poke at San Jose's goats, which received 246 likes, 112 shares and reached 4,523 people.
Twitter	<ul style="list-style-type: none"> • Our top tweet this week was a reminder about social distancing on trails. It had a 12.7% engagement rate, when our average is usually 1-5%.
Nextdoor	<ul style="list-style-type: none"> • Our most popular post this week was an announcement on Yolo County reopening certain activities. It received 3,500 impressions and 11 thanks from residents.
Instagram	<ul style="list-style-type: none"> • We posted 20 stories this week ranging from May is Bike Month, #WestSacTakeout campaign, and May is Mental Health Awareness Month. Our top story with 420 views promoted a virtual support group for mental health.
YouTube	<ul style="list-style-type: none"> • Views have consistently been up on our YouTube channel. Over the past few weeks our views have been above average (3,700 vs. 1,900). • We have made 44 videos in response to COVID-19. All videos can be found on our YouTube channel.
City Website	<ul style="list-style-type: none"> • City Council (623 views) and Utility Billing (954 views) have risen to the most popular pages on our website, pushing COVID-19 to the third spot (539 views).
City COVID-19 web page	<ul style="list-style-type: none"> • Of the 539 views, we received 401 total clicks on the page. Most people are clicking on the COVID-19 Stats button. View the full heat map to see other hot spots on the page.
City Email Alerts	<ul style="list-style-type: none"> • This week we transitioned to as-needed email updates instead of daily. Two notifications were sent this week, both with high open rates of 45%, which is still around 10% more than pre-COVID email alerts.
Zen City	Education was a trending topic with 620 positive interactions on social media (1,200 total interactions): Lighthouse Charter for faculty appreciation (420 interactions), WUSD virtual graduation posts (120 interactions) and more. Read the full report here.

4. Fiscal Planning and Readiness:

DATE	ACTION
3/16	Upon activating the EOC, City staff began tracking expenses related to the City's COVID-19 emergency response. This is a requirement to be eligible for potential reimbursement from federal and state assistance programs.
3/24	The City's Emergency Services Coordinator submitted an emergency declaration concurrence letter to the California Office of Emergency Services (CalOES) to qualify the City for financial assistance under the California Disaster Assistance Act, in addition to the SBA Disaster Loan Program, FEMA Public Assistance Program, FEMA Individual Assistance Program, and any future programs established for COVID-19 response.

3/26	EOC staff submitted the Project Assurances for Federal Assistance and list of Authorized Agents (prerequisite forms for the City to be eligible for emergency cost reimbursement) to CalOES and requested access to the FEMA grants portal so that the City can submit its Request for Public Assistance.
3/30	The City received approval to access the grants portal to submit our Request for Public Assistance to FEMA. As of this date, the rough estimate of the City's costs related to COVID-19 emergency response is \$71,000.
3/30	FEMA approved the City and County for reimbursement of costs for non-congregate sheltering with certain conditions (related to temporary homeless housing in motel rooms). Staff is reviewing the letter and is working with Yolo County on the contracts with motel owners to ensure that language is consistent with the requirements to receive reimbursement.
3/31	Human Resources Division and Finance Division staff completed an analysis of the City's cost to provide paid administrative leave during the closure period, which includes approximately \$50,000 per pay period for extra help employees. Further analysis will be done to explore the long-term implications of these costs in addition to possible alternative approaches should the closure continue for an extended period of time.
4/17	The Police Department applied to the Bureau of Justice Assistance for a formula allocation grant to the City from the Coronavirus Emergency Supplemental Funding Program. The City will receive approximately \$57,000 from the program, which can be used for a variety of purposes related to COVID-19 response including overtime, equipment and supplies. Staff will bring an item to a future Council meeting to receive and appropriate the grant funds.
4/28	The City Manager authorized a temporary waiver of fees normally charged by the City to pay Transient Occupancy Taxes (TOT) using a credit card in order to facilitate the payment of third quarter TOT fees from motel owners and to avoid potential delays in payment.
5/13	A comprehensive update of COVID-19 impacts on the City's budget was presented to the Council on 5/13. The report can be viewed at this link: https://blob.cityofwestsacramento.org/civica/filebank/blobload.asp?BlobID=17598 .

Other Updates:

- **FEMA Emergency Cost Reimbursement:**

Under the emergency declaration, FEMA may provide assistance for emergency protective measures. The City is working closely with Yolo County on response, communication, tracking and FEMA cost recovery efforts. The City will be submitting its own Request for Public Assistance (RPA) to FEMA after all required documentation is submitted to CalOES. Staff will be working closely with both agencies over the coming weeks and months to ensure all mechanisms are in place to maximize reimbursement for emergency related expenditures and to ensure the most efficient process possible. Reimbursable costs may include, but are not limited to, the following:

- Management, control and reduction of immediate threats to public health and safety.
- Emergency medical care.
- Medical sheltering (e.g., when existing facilities are reasonably forecasted to become overloaded in the near future and cannot accommodate needs).
- Household pet sheltering and containment actions related to household pets in accordance with CDC guidelines.
- Purchase and distribution of food, water, ice, medicine, and other consumable supplies, to include personal protective equipment and hazardous material suits.
- Movement of supplies and persons.
- Security and law enforcement.
- Communications of general health and safety information to the public.
- Search and rescue to locate and recover members of the population requiring assistance.
- Reimbursement for state, tribe, territory and/or local government personnel overtime costs.

5. Housing and Social Services:

DATE	ACTION
3/17	Staff added instructions to the City's utility billing website about how to cancel bill autopay if needed and to clarify that the City does not discontinue water service for non-payment. The City also began waiving late fees for utility bills. These measures are intended to help promote housing sustainability by allowing residents to allocate more of their income to housing if they are facing lost wages.

3/18	The City Council enacted a moratorium on evictions of residential (and commercial) tenants when the reason is due to lost income because of COVID-19 or response actions. The moratorium is in effect through May 31, which is the term of the Governor's related Executive Order. Information and forms related to the moratorium were posted on the City's COVID-19 response website.
3/20	Parks staff in the Recreation Division began providing online classes directed towards seniors (for example, Zumba Gold), however many seniors lack the technological needs to participate.
3/21	The City approved the Yolo Food Bank to conduct weekly food distribution events in front of City Hall (only using outdoor areas of the property).
3/26	Recreation Division staff began using a phone tree developed through the Senior Center to communicate with senior and to help them connect with each other.
3/26	Recreation Division staff began providing online classes directed towards seniors (for example, Zumba Gold), however many seniors lack the technological needs to participate.
3/26	In lieu of the Kids' Night Out events which are not currently possible, Recreation Division staff coordinated a "Kids' Night in at Home" program to provide themes and activities for families to do together in their homes.
3/26	A Homeless Housing Task Force was established consisting of City staff from the Police Department, EDH Department, and County Health and Human Services Agency (HHSA). The task force's primary roles are to coordinate the leasing of motels for temporary housing for homeless individuals, coordinate the referral and assignment of homeless individuals to those motel rooms, coordinate County services and support (food delivery, security, and social services including behavioral health, mental health, medical, and other services).
3/26	Via began a food delivery program in partnership with the Yolo Food Bank and City staff. The program delivers food to mobility-challenged residents every Thursday. For example, on 4/2 a total of 140 food boxes were delivered by Via shuttles.
3/30	Staff began making "sunshine calls" to regular users of the Community Center senior lounge and programs. An average of about 70 calls per day have been made.
3/30	Staff began holding online sewing classes for senior citizens. The first class instructed seniors how to make protective masks.
3/30	The number of participants in the Recreation Center's livestream fitness classes eclipsed 550 people.
4/3	In coordination with Yolo County, Governor Newsom held a brief press conference at a motel site in West Sacramento to discuss the State's response to homelessness during the COVID-19 emergency. The specific motel site was not disclosed. The City also released a video on its coordinated response with Yolo County on homelessness.
4/8	The City Council approved amendments to the City's evictions moratorium ordinance to align with new provisions of a recent and related Executive Order from Governor Newsom.
4/22	The City Council appropriated \$25,000 to the Yolo COVID-19 Relief Fund, part of the Yolo COVID-19 Relief Initiative that was set up by Yolo County and the Yolo Community Foundation to collect public and private donations and to provide financial support for nonprofits serving Yolo County. Vice Mayor Sandeen is serving as the Council's representative on the Initiative's leadership committee and Parks and Recreation Director Traci Michel has been assigned as the staff liaison to the Initiative. A total of \$350,000 has been raised from contributions by Yolo County and the cities of West Sacramento, Davis, and Woodland. Follow-up reports on the activities of the Initiative and Relief Fund will be provided in the "Other Updates" portion of this section.
4/23	The Communications Division mailed an "Age-Friendly West Sacramento" quarterly newsletter focused mainly on information related to COVID-19 relief and other related information, including news, updates on impacts to City services, and resources for seniors.
4/23	The City presented online workshops for families under stress, hosted by our Early Learning Specialists and facilitated by the Home Run Division. The workshops are designed to give families information and support to deal with the stress of the situation brought about by the shelter in place order. The sessions are presented live and are recorded for later viewing.
Ongoing	The Homeless Housing Task Force, particularly due to the efforts of the City's Homeless Coordinator, continues to work with Yolo County HHSA to secure temporary housing in motels for the most medically vulnerable of the homeless population in West Sacramento. Homeless individuals from West Sacramento have been housed in rooms at various properties, as banks of rooms have been secured by the County and City to meet these needs (including one master lease of an entire motel property). Costs for these activities are being tracked and are eligible for reimbursement from state or federal emergency assistance sources. This program is known statewide as Project Room Key. Over 100 homeless individuals from West Sacramento have received temporary shelter in motel rooms, in addition to food, medical, and other services. All of these individuals are either medically vulnerable or over age 65. Over 70 motel rooms in West Sacramento are or have been under the lease control of Yolo County through Project Room Key.

Other Updates:

- **Community Development Block Grant (CDBG) Funds:**

In April, the United States Housing and Urban Development Department (HUD) published a list of the additional CDBG funds to be allocated from the CARES Act. West Sacramento was notified by HUD that it will receive an additional \$274,906 for the 2020 CDBG program year. These funds must be used on CDBG-eligible activities that are also related to COVID-19 response. Economic Development and Housing (EDH) Department staff are analyzing possible eligible uses for these CDBG-CV funds, which have been narrowed to two potential uses:

- Providing temporary supportive housing for remaining Project Room Key participants by extending leases of motel rooms that have been utilized for the program and continuing the provision of on-site supportive services, with priority given to program participants over age 65 and/or with chronic health conditions.
- Eviction prevention assistance in the form of back rent payments to landlords on behalf of tenants that utilized the protections afforded by the City's emergency moratorium on evictions, which will elapse when the Governor's related Executive Order expires on 5/31.

Staff will return to the City Council, likely in early June, to receive direction on whether to include one or both of these activities (or others) in the amendment to the Consolidated Plan which is a required action to program the CDBG-CV funds. Staff is also exploring the potential leveraging of additional funding for these activities, including federal funding proposed in Governor Newsom's May Budget Revision for assistance to local government and for the acquisition of properties utilized under Project Room Key.

- **Foreclosure Moratoriums:**

On 3/18, the federal government announced that it would cease foreclosure activity on any mortgages backed by the Federal Housing Administration, Freddie Mac, or Fannie Mae for 60 days. This represents over half of the residential mortgages in the country. On 3/25, Governor Newsom also announced that the nation's largest banks/lenders agreed to a similar 90-day moratorium on foreclosure activity.

- **Judicial Council of California Evictions Suspension:**

On 4/7, the Judicial Council of California suspended proceedings related to defaults in eviction cases for both residential and commercial tenants for 90 days.

- **Project Room Key Strategy:**

County and city housing and homelessness staff continue to meet to develop an exit strategy for the conclusion of the Project Room Key temporary housing program. The County Administrator and Yolo City Managers are also in discussions about the strategy. The goal is to effectively phase out the Project Room Key program from County control while, to the extent possible, identifying permanent or temporary housing options to transition program participants. The group is also exploring potential funding sources and a similar transition approach being employed in each city. As previously mentioned, City of West Sacramento staff are exploring the potential use of CDBG-CV funds for this purpose, in addition to other local and federal/state funds. While the program is still in operation, prioritization will be given to keeping participants housed that are over 65 and/or suffer from serious chronic health conditions.

- **Downtown Streets Team:**

At the onset of the shelter in place order, the Downtown Streets Team (DST) suspended operations but continued to provide program participants with their regular support and benefits. As of Monday, 5/18, DST resumed community beautification operations on a limited schedule while following very specific safety criteria including smaller crews, daily health assessments, face coverings, gloves, sanitizer, distancing, and daily sanitizing of tools and supplies.

- **Yolo Community Benefit Fund:**

As of 5/3, a total of 57 grant applications from nonprofits have been received. The Yolo Community Foundation (YCF) also has made encouraging progress towards securing private donations to supplement public funds contributed by Yolo County and the cities, including \$25,000 from the City of West Sacramento. Initial grant decisions are being finalized by YCF.

- **West Sacramento Foundation Grants:**

On 4/20, the West Sacramento Foundation awarded two emergency grants totaling \$10,000 to nonprofits providing critical services during the COVID-19 emergency. Grants of \$5,000 apiece were awarded to the Yolo County Children’s Alliance and Meals on Wheels Yolo County. The Foundation also plans to make \$20,000 in additional grant awards to nonprofits that serve West Sacramento residents in 2020. The organization also still plans to conduct its All Charities Raffle later this year.

- **Food Delivery Sustainability:**

Sustaining the current delivery system of food and other goods to the most disadvantaged and medically vulnerable residents in the community is a critical part of COVID-19 mitigation. Thus far, the Yolo County EOC has been coordinating those services in collaboration with the Yolo Food Bank and other non-profits. Food distributions coordinated by the Food Bank are conducted on a frequent basis, including direct deliveries and a weekly distribution event held on Saturday mornings at City Hall. As mentioned earlier, WUSD is also providing food services to its students. In coordination with the County EOC, the City will continue to monitor whether financial assistance is required to sustain food delivery services in West Sacramento. Countywide food delivery is an activity that could be supported by the potential community fund described above.

- **Great Plates Delivered Program:**

Also related to food delivery, Governor Newsom recently announced a State program called “Great Plates Delivered,” which facilitates partnerships between local jurisdictions and restaurants to prepare and deliver meals to eligible seniors. The program makes the cost of those meals reimbursable from FEMA and CalOES (minus the required local share). Staff has reviewed the program and found that the administrative requirements to set up and operate the program, combined with the uncertainty about receiving reimbursement, are too great to operate a West Sacramento-only program, but Yolo County is exploring the possibility of a countywide program. County EOC staff has provided a letter of interest to the State (as required to be eligible to participate in the program) and a request for program changes to address some of the concerns about reimbursement.

- **Urban Farm Status:**

The Center for Land Based Learning reports that all five of their program’s urban farms are operational and in various stages of crop production. Between the five farm sites, over 25,000 pounds of food per month are produced during the summer and fall. The farms are all doing well and adapting to current conditions, as farmers who mainly relied on restaurants or school districts are trying to build new marketing outlets to distribute their produce. Most of the farms are in the process of preparing fields for spring planting, but those that have produce available are delivering to customers, including some restaurants to support food delivery services.

6. Business Resiliency and Recovery:

DATE	ACTION
3/17	The EDH Department created a business resource page for companies that have been affected by the COVID-19 emergency. The site has been constantly updated as more information becomes available from state, federal, and other resources. This approach has allowed staff to focus its attention on direct assistance to businesses, with dozens of local businesses contacted and assisted by staff since. Economic Development staff have coordinated closely with the West Sacramento Chamber on business outreach, including conducting a survey on business impacts that is summarized later in this section. The City’s “Business” web portal is located at this link: https://www.cityofwestsacramento.org/business

3/18	The City Council enacted a moratorium on evictions of commercial (and residential) tenants when the reason is due to lost revenue because of COVID-19 or response actions. The moratorium is in effect through May 31, which is the term of the Governor's related Executive Order. Information related to the moratorium was posted on the City's COVID-19 website.
3/19	Following the issuance of the shelter-in-place order, EDH Department staff coordinated with the Police Department to post information on the City's website with safety recommendations to business owners to protect unattended businesses.
3/19	During the shelter-in-place order period, several businesses in the city have formally announced layoffs. Staff reached out to those businesses upon receiving notices of impending layoffs and recommended that they direct their affected staff to Yolo Works for assistance with re-employment.
3/25	The City Manager attended a teleconference of the West Sacramento Chamber of Commerce Board of Directors to provide an update on the City's COVID-19 response actions.
3/31	EDH staff coordinated with the West Sacramento Chamber of Commerce to communicate to businesses about information related to the recently enacted CARES Act, which provides a significant amount of funding for small business assistance.
4/1	The City's "Business" website (link above) was updated to include a list of restaurants and breweries still open for delivery or pickup, including a directory of delivery applications available for each business.
4/6	New information was added to the City's "Business" website (link above) with answers to frequently asked questions for businesses. The new information includes links to several external business assistance resources, including the Sacramento Metro Chamber's Rapid Response Hub and many other federal and state programs.
4/8	EDH staff and the City Attorney prepared and the Council approved amendments to the eviction moratorium ordinance to create consistency between the ordinance and certain provisions of an Executive Order by Governor Newsom.
4/17	EDH Department staff have participated in a virtual forum hosted by the West Sacramento Chamber of Commerce to assist business owners with questions. These forums are scheduled weekly and typically include 10-12 local businesses. The purpose of the forums is to engage in a dialogue that allows staff to gather information from the business community and share up-to-date information about available resources.

Other Updates:

- **Sacramento Regional County Sanitation District (SRCSD) Commercial Rate Relief:**

Following up on a referral from Councilmember Orozco (the City's representative on the SRCSD Board), Finance Division and EDH staff are working with SRCSD staff to implement a sewer rate relief program offered by the district to commercial customers. Under the program, businesses that are either closed or partially operating may receive a rate reduction from SRCSD. Since in our case, the City handles utility billing for SRCSD, extra coordination has been required to determine the appropriate amount of bill credits for eligible businesses. EDH staff has added information about the program to the City's "Business" website and the following link is to SRCSD's website about the program <https://www.sacsewer.com/raterelief>.

- **#WESTSACTAKEOUT Campaign:**

The West Sacramento Chamber of Commerce and EDH staff are coordinating on the release of an initiative to support West Sacramento's restaurants, breweries, and wineries by encouraging the community to support them during the closure period with takeout and delivery orders, purchasing gift cards, and taking advantage of specials. The campaign will be co-promoted by the Chamber and the City.

- **West Sacramento Chamber of Commerce Coordination:**

From the beginning of the COVID-19 emergency, the West Sacramento Chamber of Commerce has been an essential and reliable partner for the City's EDH Department and Community Relations Division. The Chamber has assisted with messaging to its directory, which includes hundreds of Chamber members in addition to many other non-member business contacts. The Chamber has adapted its website to include useful information for businesses, in addition to information on businesses that are currently hiring.

- **Business Impacts Survey:**

As previously reported, EDH staff and the West Sacramento Chamber of Commerce developed a business impacts survey that was emailed by the Chamber to businesses on the City's business license list. The survey was open from 3/27-4/10 and 187 complete responses were received. Several of the survey's questions included links to various local, State and Federal resources, including www.covid19.ca.gov, the State of California's primary COVID-

19 information page. In addition to gathering data, the survey provided participants with information on resources available to businesses at that time. A full report of the survey data was included with the 4/22 version of this report. The survey's key findings have helped guide the City/Chamber efforts to provide information and resources to businesses during the emergency and will assist developing further response actions and the EDH Department's outreach and education strategy going forward. EDH staff will continue business outreach activities in coordination with the Chamber, including a follow-up survey and other actions:

- Providing technical assistance to access business resources.
- Conducting business outreach to clarify essential/non-essential businesses, in coordination with the Code Enforcement Division and Yolo County Public Health Office.
- Publishing information about employer/employee assistance.
- Publishing information about Yolo County Employer Services.
- Providing referrals to other agencies.

NEXT RESPONSE PHASE—RESILIENCY FRAMEWORK:

The 4/22 version of this update introduced a "Resiliency Framework" to guide the City's COVID-19 response going forward beyond the operational period of the EOC and the City's initial emergency actions. This proposed framework evolved from the work of a forward planning team that was tasked by the City Manager to look ahead to issues that were not on the forefront of the City's emergency response, but that posed significant challenges on the horizon. The next, and much longer phase of the City's COVID-19 response must identify and address the impacts created by the emergency on the City organization and the services it provides to the West Sacramento community.

This Resiliency Framework is intended to communicate a clear and coordinated strategy to the Council, to City employees, and to the community for how the City organization will adapt and persevere through the post-COVID-19 environment, positioning the City to do the following in the months and years ahead:

- Make well-informed, albeit difficult, financial decisions related to operating and capital budgets.
- Guide the organization through Yolo County's "Roadmap to Recovery," particularly as that relates to adapting restored City services as needed to prevent and contain further COVID-19 outbreaks.
- Learn from the remote work experience and challenges brought about by the COVID-19 emergency and innovate those lessons into improving the way the City conducts business.
- Facilitate and possibly accelerate local economic recovery through available economic development tools and strategically prioritized capital and programmatic investments, and to position those projects and programs to leverage outside funding that may become available (state and federal grants, private funds, etc.).
- Be prepared to face similar scenarios in the future.

Based on those desired outcomes of the Resiliency Framework, the following five teams made up of interdepartmental staff (and consultants, as needed) will be formed, each led and co-led by director members of the City's Executive Team:

1. *Budget Stabilization and Sustainability:*

This team will develop short to long-term budget impact projections and recommendations for addressing them. The team will also work with the other three teams to analyze the feasibility and fiscal impacts of their recommendations.

2. *Reopening West Sac:*

This team will determine the timing and scope of restoring City services that were suspended or otherwise impacted by the emergency. The team will also act as the primary liaison to public health agencies and other partners for measures to prevent further COVID-19 spread and contain outbreaks as they occur.

3. *Adaptive Innovation:*

This team will gather performance data about City services and feedback from City employees about the remote work experience during the emergency period. The team will identify gaps and weaknesses (hardware/software, technical abilities, process improvements, etc.) and also strengths in the City's ability to quickly adapt to a full or partial remote work environment as needed in the future. That information will lead to actions to address those gaps and innovations to service delivery.

4. *Recovery and Reinvestment:*

In the spirit of the prior PRO-West Sac initiative (Post-Redevelopment Options for West Sacramento) and the City's new paradigm for community investment that developed from it, this team will focus on actions to best position the City for revitalization. The team will utilize the local tools that were forged from PRO-West Sac, prioritize programs and projects that will have the greatest impact on facilitating private investment, and ready those programs and projects to leverage outside stimulus funding that may be made available through the federal or state government.

5. *EOC Preparedness:*

There is significant potential for a second wave of the COVID-19 pandemic, whether it occurs during the next flu season or sooner. Therefore, the City should make appropriate preparations to be ready for if that situation should occur. A team of EOC staff will identify and carry out readiness measures, such as ordering supplies and other activities to prepare the City for subsequent local COVID-19 outbreaks.
