

City of Isleton

City Council
Staff Report

DATE: June 13, 2023

ITEM#: 5.A

CATEGORY: Consent Calendar

MINUTES OF THE SPECIAL CITY COUNCIL MEETING OF MAY 16, 2023 AND MAY 30, 2023.

SUMMARY

A. Review of the Special City Council Meeting minutes of May 16, 2023 and May 30, 2023.

FISCAL IMPACT

There is no fiscal impact associated with this action.

RECOMMENDATION

A. City Council review and approve the draft minutes of the Special City Council meeting of May 16, 2023 and May 30, 2023.

ATTACHMENTS

- Minutes of the Special City Council Meeting of May 16, 2023 and May 30, 2023.

Reviewed by: Charles Bergson, City Manager

Prepared and Submitted by: Yvonne Zepeda, Deputy City Clerk

CITY OF ISLETON

Special City Council Meeting Minutes

Tuesday, May 16, 2023 at 6:30pm

208 Jackson Boulevard

Isleton, California 95641

You can call in to join our public meeting

This meeting will be held via teleconference or in person, pursuant to Executive Order N-29-20 issued by the State of California Executive Order by Governor Gavin Newsom on March 17, 2020. All members of the public interested in participating in this Zoom meeting can dial in by phone at 408-638-0968 (do not put a 1 before the number), Personal Meeting ID 337-903-7904# (for Personal ID just hit #) and then Passcode 123456#. For computer log-in, follow the link below.

Join Zoom Meeting

<https://us02web.zoom.us/j/3379037904?pwd=cWdVNkN5aHUxcjVwRGRlMlBpaicwZz09>

Meeting ID: 337 903 7904

Passcode: 123456

1. OPENING CEREMONIES

- A. Welcome & Call to Order – Mayor Pamela Bulahan called to order at 6:30pm.
- B. Pledge of Allegiance
- C. Roll Call
PRESENT: Councilmember's Kelly Hutson, David Kent, Iva Walton, Vice Mayor Paul Steele, Mayor Pamela Bulahan.
- D. Recognition of Councilmember Service. - Tabled.

2. AGENDA CHANGES OR DELETIONS

ACTION: City Manager asked to have Item 10.D before Council Reports 9 at end of 8 so public can comment.

3. PUBLIC COMMENT

This is an opportunity for the public to speak to the Council on any item other than those listed for public hearing on this Agenda. Speakers are requested to use the podium in front of the Council and to begin by stating their name, whether they reside in Isleton and the name of the organization they represent if any. The Mayor may impose a time limit on any speaker depending on the number of people wanting to speak and the time available for the rest of the Agenda. In the event comments are related to an item

AMERICANS WITH DISABILITIES ACT NOTICE: In compliance with the Americans with Disabilities Act, persons needing a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, may contact Deputy City Clerk Yvonne Zepeda, at (916) 777-7770, by fax at (916) 777-7775 or by email to Yvonne.zepeda@cityofisleton.com at least 48 hours prior to the meeting.

GOV. CODE § 54957.5 NOTICE: Public records related to an agenda item that are distributed less than 72 hours before this meeting are available for public inspection during normal business hours at Isleton City Hall located at 101 Second Street, Isleton, California 95641.

scheduled on the Agenda, speakers will be asked to wait to make their comments until that item is being considered.

ACTION: Don Cain read letter he gave to City Hall for Mayor and City Council, dated May 9, 2023. Don Cain wanted to make sure it met the thirty-day deadline. City Manager was putting the letter on City Council agenda for May 23, 2023.

Councilmember Kent asked if on next week's agenda will be on time? City Manager said, yes he has thirty-days. All City Council agreed to have it on next agenda. Aleida Suarez-Public restrooms sign needs taken down or bathrooms replaced. City Manager said, they will be replaced.

4. COMMUNICATION

A. None.

5. CONSENT CALENDAR

A. **SUBJECT:** Approval of Minutes of the Regular City Council Meeting of March 28, 2023 and April 11, 2023.

RECOMMENDATION: City Council review and approve draft minutes of the Regular City Council meeting of March 28, 2023 and April 11, 2023.

ACTION: Councilmember Paul Steele motion to approve draft minutes of the Regular City Council meeting of March 28, 2023 and April 11, 2023. Councilmember David Kent second the motion. **AYES:** Councilmember's Kelly Hutson, David Kent, Iva Walton, Vice Mayor Paul Steele, Mayor Pamela Bulahan. **NOES:** None. **ABSTAIN:** None. **ABSENT:** None. **PASSED 5-0.**

6. PUBLIC HEARING

A. **SUBJECT:** None.

7. OLD BUSINESS

A. **SUBJECT:** City of Isleton, Crawdad Festival update and Resolution No. 16-23, a Resolution of the City Council of the City of Isleton establishing no parking pursuant to Isleton Municipal Code Chapter 7.04.400 No Parking Areas.

RECOMMENDATION: Receive update on Crawdad Festival and that City Council adopt Resolution No. 16-23 a Resolution of the City Council of the City of Isleton establishing no parking pursuant to Isleton Municipal Code Chapter 7.04.400 No Parking Areas.

AMERICANS WITH DISABILITIES ACT NOTICE: In compliance with the Americans with Disabilities Act, persons needing a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, may contact Deputy City Clerk Yvonne Zepeda, at (916) 777-7770, by fax at (916) 777-7775 or by email to Yvonne.zepeda@cityofisleton.com at least 48 hours prior to the meeting.

GOV. CODE § 54957.5 NOTICE: Public records related to an agenda item that are distributed less than 72 hours before this meeting are available for public inspection during normal business hours at Isleton City Hall located at 101 Second Street, Isleton, California 95641.

ACTION: Vice Mayor Paul Steele motion to approve Resolution No. 16-23, a Resolution of the City Council of the City of Isleton establishing no parking pursuant to Isleton Municipal Code Chapter 7.04.400 No Parking Areas. Councilmember Iva Walton second the motion. **AYES:** Councilmember Kelly Hutson, David Kent, Iva Walton, Vice Mayor Paul Steele, Mayor Pamela Bulahan. **NOES:** None. **ABSTAIN:** None. **ABSENT:** None. **PASSED 5-0.**

- B. SUBJECT:** Second Reading of Ordinance No. 2023-05, an Ordinance of the City of Isleton City Council amending Ordinance 2016-02 and replacing with 2023-05 regarding the prohibition of camping in the City.

RECOMMENDATION: It is recommended that City Council conduct a second reading and approve amending the City's Unlawful Camping Ordinance No. 2023-05.

ACTION: Councilmember Iva Walton motion to approve second reading of Ordinance No. 2023-05, an Ordinance of the City of Isleton City Council amending Ordinance 2016-02 and replacing with 2023-05 regarding the prohibition of camping in the City. Vice Mayor Paul Steele second the motion. **AYES:** Councilmember's Kelly Hutson, David Kent, Iva Walton, Vice Mayor Paul Steele, Mayor Pamela Bulahan. **NOES:** None. **ABSTAIN:** None. **ABSENT:** None. **PASSED 5-0.**

- C. SUBJECT:** CEQA Plus Initial Study and Mitigated Negative Declaration, Isleton Wastewater Treatment System Improvement Project.

RECOMMENDATION: City staff respectfully recommends that the Mayor and City Council adopt the Initial Study and Mitigated Negative Declaration (IS/MND) via Resolution No. 04-23 for the Isleton Wastewater Treatment System Improvement Project.

ACTION: Vice Mayor Paul Steele motion to adopt the Initial Study and Mitigated Negative Declaration (IS/MND) via Resolution No. 04-23 for the Isleton Wastewater Treatment System Improvement Project. Councilmember Iva Walton second the motion. **AYES:** Councilmember's Kelly Hutson, David Kent, Iva Walton, Vice Mayor Paul Steele, Mayor Pamela Bulahan. **NOES:** None. **ABSTAIN:** None. **ABSENT:** None. **PASSED 5-0.**

8. NEW BUSINESS

- A. SUBJECT:** South County Services, Covid Testing and Flu Shots. Encroachment

AMERICANS WITH DISABILITIES ACT NOTICE: In compliance with the Americans with Disabilities Act, persons needing a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, may contact Deputy City Clerk Yvonne Zepeda, at (916) 777-7770, by fax at (916) 777-7775 or by email to Yvonne.zepeda@cityofisleton.com at least 48 hours prior to the meeting.

GOV. CODE § 54957.5 NOTICE: Public records related to an agenda item that are distributed less than 72 hours before this meeting are available for public inspection during normal business hours at Isleton City Hall located at 101 Second Street, Isleton, California 95641.

RECOMMENDATION: City Council provide direction to staff.

ACTION: Councilmember Kelly Hutson motion to approve South County Services Encroachment permit be rewritten to say for COVID testing not Flu Shots. Councilmember David Kent second the motion. **AYES:** Councilmember's Kelly Hutson, David Kent, Vice Mayor Paul Steele, Mayor Pamela Bulahan. **NOES:** Councilmember Iva Walton. **ABSTAIN:** None. **ABSENT:** None. **PASSED 4-1.**

PUBLIC COMMENT: Cara was disappointed of the tenor; we sell alcohol or driving drunk. It's very disappointing and amending a permit, that we are not paying for. Closed.

B. SUBJECT: Sacramento Transportation Authority Board (STA) representation.

RECOMMENDATION: That the City Council Direct Staff to obtain concurrence from Galt to place Isleton representative on Sacramento Transportation Authority Board (STA).

ACTION: Council by consensus directed staff to obtain concurrence from Galt to place Isleton representative on Sacramento Transportation Authority Board (STA).

9. COUNCIL REPORTS AND COMMITTEE UPDATES

- A. Councilmember Kelly Hutson-Oxbow?
- B. Councilmember David Kent-None.
- C. Councilmember Iva Walton- Ad-Hoc Committee LAFCo-MSR Policy for all
- D. Vice Mayor Paul Steele – Crawdad Festival.
- E. Mayor Pamela Bulahan- Attended the Broadband work shop and spoke about rural areas and how bad our internet is.

10. STAFF GENERAL REPORTS AND DISCUSSION

- A. City Manager Report – Read Code Enforcement report.
- B. Fire Chief Report – None.
- C. Planning Commission – None.
- D. Code Enforcement- Received report in packets. City Manager read Code Enforcement report regarding 57 Main and Del Rio being a hazard to the public.

11. CLOSED SESSION

11.1 None.

12. ADJOURNMENT

AMERICANS WITH DISABILITIES ACT NOTICE: In compliance with the Americans with Disabilities Act, persons needing a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, may contact Deputy City Clerk Yvonne Zepeda, at (916) 777-7770, by fax at (916) 777-7775 or by email to Yvonne.zepeda@cityofisleton.com at least 48 hours prior to the meeting.

GOV. CODE § 54957.5 NOTICE: Public records related to an agenda item that are distributed less than 72 hours before this meeting are available for public inspection during normal business hours at Isleton City Hall located at 101 Second Street, Isleton, California 95641.

AYES:
NOES:
ABSTAIN:
ABSENT:

MAYOR, Pamela Bulahan

ATTEST:

DEPUTY CITY CLERK, Yvonne Zepeda

AMERICANS WITH DISABILITIES ACT NOTICE: In compliance with the Americans with Disabilities Act, persons needing a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, may contact Deputy City Clerk Yvonne Zepeda, at (916) 777-7770, by fax at (916) 777-7775 or by email to Yvonne.zepeda@cityofisleton.com at least 48 hours prior to the meeting.

GOV. CODE § 54957.5 NOTICE: Public records related to an agenda item that are distributed less than 72 hours before this meeting are available for public inspection during normal business hours at Isleton City Hall located at 101 Second Street, Isleton, California 95641.

CITY OF ISLETON

Special City Council Meeting Minutes

Tuesday, May 30, 2023 at 6:30pm

208 Jackson Boulevard

Isleton, California 95641

You can call in to join our public meeting

Join Zoom Meeting

<https://us02web.zoom.us/j/3379037904?pwd=cWdVNkN5aHUxcjVwRGRlMlBpajcwZz09>

Meeting ID: 337 903 7904

Passcode: 123456

1. OPENING CEREMONIES

- A. Welcome & Call to Order – Mayor Pamela Bulahan called to order at 6:30pm.
- B. Pledge of Allegiance
- C. Roll Call

PRESENT: Councilmember's Kelly Hutson, David Kent, Iva Walton, Vice Mayor Paul Steele, Mayor Pamela Bulahan and City Manager Charles Bergson.

2. AGENDA CHANGES OR DELETIONS

ACTION: None.

3. PUBLIC COMMENT

This is an opportunity for the public to speak to the Council on any item other than those listed for public hearing on this Agenda. Speakers are requested to use the podium in front of the Council and to begin by stating their name, whether they reside in Isleton and the name of the organization they represent if any. The Mayor may impose a time limit on any speaker depending on the number of people wanting to speak and the time available for the rest of the Agenda. In the event comments are related to an item scheduled on the Agenda, speakers will be asked to wait to make their comments until that item is being considered.

ACTION: Mayor Pamela Bulahan informed everyone that Office of Emergency (OES) paid us the reimbursement of 506,517.30. Sue Tipp spoke in regards to a letter received by Councilmember Iva Walton regarding the banners on Main St. The City is to work with the Isleton Chamber of Commerce on repairing the torn up banners and help maintain them. Public Work Supervisor Dean Dockery stated OSHA will not allow us to go on ladders for safety concerns. We do not have a lift to comply with OSHA standards. We need funding and proper equipment. Vice Mayor Paul Steele said can we rent a lift

AMERICANS WITH DISABILITIES ACT NOTICE: In compliance with the Americans with Disabilities Act, persons needing a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, may contact Deputy City Clerk Yvonne Zepeda, at (916) 777-7770, by fax at (916) 777-7775 or by email to Yvonne.zepeda@cityofisleton.com at least 48 hours prior to the meeting.

GOV. CODE § 54957.5 NOTICE: Public records related to an agenda item that are distributed less than 72 hours before this meeting are available for public inspection during normal business hours at Isleton City Hall located at 101 Second Street, Isleton, California 95641.

until we can buy one? Mayor Pamela Bulahan said if in budget go get a lift. City Manager said, we will take care of it. Michelle Burke-are we having big trash pickup before event, as there are refrigerators on side of road. City Manager said, we will put a call into Cal-Waste. Mandy Elder-4th Ave. are they allowing camping at Meadows? We receive TOT Tax out of there? City Manager they have old CUP and limited RV Camping only. Dean those ground squirrels are back and hate to see it tore up after all that hard work.

4. COMMUNICATION

- A. Letter addressed to City Council and Mayor; City Resolution No. 06-23, Planning Fees.
- B. City Manager letter addressed to Mr. Cain; City Resolution No. 06-23, Planning Fees.
- C. Sacramento Transportation Authority, Governing Body; Cities of Galt and Isleton.
ACTION: Information and Item A sent to City Attorney.

5. CONSENT CALENDAR

- A. **SUBJECT:** Approval of Minutes of the Regular City Council Meeting of April 25, 2023.

RECOMMENDATION: That City Council review and approve draft minutes of the Regular City Council meeting of April 25, 2023.

ACTION: Vice Mayor Paul Steele motion to approve draft minutes of the Regular City Council meeting of April 25, 2023. Councilmember David Kent second the motion. **AYES:** Councilmember's Kelly Hutson, David Kent, Iva Walton, Vice Mayor Paul Steele, Mayor Pamela Bulahan. **NOES:** None. **ABSTAIN:** None. **ABSENT:** None. **PASSED:** 5-0.

6. PUBLIC HEARING

- A. **SUBJECT:** None.

7. OLD BUSINESS

- A. **SUBJECT:** None.

8. NEW BUSINESS

- A. **SUBJECT:** Repairs Precision Concrete Cutting Proposal Main Street Sidewalks.

AMERICANS WITH DISABILITIES ACT NOTICE: In compliance with the Americans with Disabilities Act, persons needing a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, may contact Deputy City Clerk Yvonne Zepeda, at (916) 777-7770, by fax at (916) 777-7775 or by email to Yvonne.zepeda@cityofisleton.com at least 48 hours prior to the meeting.

GOV. CODE § 54957.5 NOTICE: Public records related to an agenda item that are distributed less than 72 hours before this meeting are available for public inspection during normal business hours at Isleton City Hall located at 101 Second Street, Isleton, California 95641.

RECOMMENDATION: It is recommended that City Council approve Precision Concrete Cutting Proposal of \$18,855.00.

ACTION: Councilmember Iva Walton motion to approve Precision Concrete Cutting Proposal of \$18,855.00. Councilmember David Kent second the motion. AYES: Councilmember's Kelly Hutson, David Kent, Iva Walton, Vice Mayor Paul Steele, Mayor Pamela Bulahan. NOES: None. ABSTAIN: None. ABSENT: None. PASSED 5-0.

B. SUBJECT: Resolution No. 11-23, adopting a list of projects for Fiscal Year 2023-2024 Funded by SB 1: The Road Repair and Accountability Act of 2017.

RECOMMENDATION: City Council approve Resolution No. 11-23, adopting a List of Projects for Fiscal Year 2023-2024, Funded by SB 1 the Road Repair and Accountability Act of 2017.

ACTION: Councilmember Kelly Hutson motion to approve Resolution No. 11-23, adopting a List of Projects for Fiscal Year 2023-2024, Funded by SB1 the Road Repair and Accountability Act of 2017. Councilmember Kelly Hutson motion to approve Resolution No. 11-23, adopting a List of Projects for Fiscal Year 2023-2024, Funded by SB 1 the Road Repair and Accountability Act of 2017. Councilmember Iva Walton second the motion. AYES: Councilmember's Kelly Hutson, David Kent, Iva Walton, Vice Mayor Paul Steele, Mayor Pamela Bulahan. NOES: None. ABSTAIN: None. ABSENT: None. PASSED 5-0.

Public Comments: Mark Yandow-project on list North West corner of 6th and H St. 10' drop off, it is a dangerous corner. Is that on the Project list? City Manager said, yes it is on the list.

9. COUNCIL REPORTS AND COMMITTEE UPDATES

- A. Councilmember Kelly Hutson-None.
- B. Councilmember David Kent- None.
- C. Councilmember Iva Walton-
- D. Vice Mayor Paul Steele- Had a Delta Protection Committee meeting and numbers are looking very favorable. A Traffic Light is included as District 10 Aguilar didn't know. Crawdad Festival is proceeding right now. Volunteers spot on that and we have 20 Clampers helping. Iva Walton asked how many pre-sales are sold for Saturday and Sunday? Is there going to be wristbands for adults and children? Paul Steele will call in the morning. David Kent numbers should be provided to Public Works and Fire Department. Tania Yandow we need to know, how many badges we

AMERICANS WITH DISABILITIES ACT NOTICE: In compliance with the Americans with Disabilities Act, persons needing a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, may contact Deputy City Clerk Yvonne Zepeda, at (916) 777-7770, by fax at (916) 777-7775 or by email to Yvonne.zepeda@cityofisleton.com at least 48 hours prior to the meeting.

GOV. CODE § 54957.5 NOTICE: Public records related to an agenda item that are distributed less than 72 hours before this meeting are available for public inspection during normal business hours at Isleton City Hall located at 101 Second Street, Isleton, California 95641.

have to have. Delta Queen Lodge parking with a \$30.00 purchase at Delta Queen Lodge. We will have signs and people working out there. David Kent- asked Paul Steele and City Manager that it was delegated to the promoter, one person accountable for insurance and staffing. Paul Steele-Yes.

E. Mayor Pamela Bulahan- None.

10. STAFF GENERAL REPORTS AND DISCUSSION

- A. City Manager Report – Half Million reimbursement from Feds. 300 thousand coming.
- B. Fire Chief Report – None.
- C. Planning Commission – None.
- D. Code Enforcement-None.

11. CLOSED SESSION

11.1 None.

12. ADJOURNMENT

AYES:

NOES:

ANSTAIN:

ABSENT:

MAYOR, Pamela Bulahan

ATTEST:

DEPUTY CITY CLERK, Yvonne Zepeda

AMERICANS WITH DISABILITIES ACT NOTICE: In compliance with the Americans with Disabilities Act, persons needing a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, may contact Deputy City Clerk Yvonne Zepeda, at (916) 777-7770, by fax at (916) 777-7775 or by email to Yvonne.zepeda@cityofisleton.com at least 48 hours prior to the meeting.

GOV. CODE § 54957.5 NOTICE: Public records related to an agenda item that are distributed less than 72 hours before this meeting are available for public inspection during normal business hours at Isleton City Hall located at 101 Second Street, Isleton, California 95641.

City of Isleton

City Council Staff Report

DATE: June 13, 2023

ITEM#: 7.A

CATEGORY: Old Business

CONTINUATION

CITY OF ISLETON CRAWDAD FESTIVAL, PERMIT APPLICATION

SUMMARY

The City has received an application from Michael Goldstein for staging of Isleton's 100th Anniversary - Crawdad Festival for the second weekend of June 2023.

The special permit application has been made to stage the City's 100th Anniversary and Crawdad Festival for Father's Day weekend in 2023. Mr. Goldstein has submitted a special events application for this event. This application includes plans for parking, fire and emergency medical staging plan, security that is to include 30 security officers and 10 Sacramento County Sheriffs, a trash clean up schedule, insurance coverage, hold harmless agreement, state liquor license, food vendors, and entertainment and sponsors. Copy is attached.

Mr. Goldstein has produce themed events in various locales in involving retail vendors, sponsors, music and entertainment in a size that the range of 700 to 10000 people. Some of these events include Rubrik Sales Kickoff in Las Vegas, Zscaler SKO Games in Chicago, Connect in Dana Point, California.

It is anticipated that this event will be of moderate size and limited activities after such a long absence. Reestablishing Isleton's Father's day weekend event after a hiatus has been an objective of the City since the prior festival closed several years ago. The local cannabis industry did a good job re-initiating this event in 2019 on a smaller scale. However the continuation of this event was halted by the coronavirus pandemic for the past three years. Mr. Goldstein's plan is comprehensive, has the experience and resources to engage the range of services needed - security, finance, sponsor, beverage, vendors, food, parking, trash - to bring this event to the fore. The size of this event is expected to be similar to the event of 2019.

Staff has put Mr. Goldstein in touch with the City's insurance broker to put in place the proper amount of liability and insurance protection to the City. The insurance minimum limits have been adjusted upward to \$2 million for occurrence, automobile and liquor liability and \$4 million for aggregate; up from \$1 million for all categories.

Update – Mr. Goldstein has contacted the City's insurance carrier (SCORE) and familiarized with insurance requirements. He will retain the insurance closer to the event date.

The amount of time it takes to stage such an event takes months to a year. This plan provides the schedule and necessary resources to stage this event. Issuing the permit at this time will give Mr. Goldstein and staff at this time to address and secure the many details and resources needed in advance. This action allows the applicant the authority to determine and secure these details at

least a half a year ahead of the event. Should there be obstacles to preparing this event or that may prevent the event from being staged, the City needs to know early. Staff will report to and so advise Council in early January of 2023.

Staff recommends that this application be approved.

FISCAL IMPACT

There is no fiscal impact associated with this action

RECOMMENDATION

Status report on the event permit application for the Isleton 100th Anniversary-Crawdad Festival for 17-18 June 2023.

ATTACHMENT

- None.

Reviewed by: Charles Bergson, City Manager 

Submitted by: Yvonne Zepeda, City Clerk _____

City of Isleton

City Council Staff Report

DATE: June 13, 2023

ITEM#: 7.B

CATEGORY: Old Business

CITY OF ISLETON / SACRAMENTO COUNTY SHERIFF CONTRACT, FISCAL YEAR 2023/24

SUMMARY

The contract with the Sacramento County Sheriffs for police service is due to expire July 1, 2023. Council is being requested to grant authority to negotiate a contract extension.

DISCUSSION

The present contract expires at the end of this fiscal year, June 30, 2023. The City has been and continues to explore alternatives to this contract, however presently, there are no immediate options.

Compensation by the City to the County for the basic law enforcement and dispatch services rendered under this Agreement shall be paid on a quarterly basis during the term of this Agreement at the rate of \$50,625 per quarter. Charges incurred for any additional services provided in the quarter will be included on the quarterly invoice. The City shall make this payment to the County as invoiced quarterly beginning on October 30, 2023, except as provided in Section 7 below.

- 7.A According to Prop 172, all revenues from the additional one-half percent sales tax can be used only for local public safety activities, including Police and Sheriff's Office, Fire Protection, County District Attorney, County Probation, and County Jail Operations.

The Sacramento County Department of Finance shall transfer in full COPS and Prop 172 funds received and interest earned for the City of Isleton directly to the Sacramento County Sheriff's Office. The Sacramento County Sheriff's Office shall apply all COPS and Prop 172 funds received that are attributed to the City of Isleton against the amount owed for compensation of law enforcement services due and payable under this Agreement as the funds are received.

Staff and Sub-Committee has met with, Lt. Ryan Johnson, regarding the Sheriff's Contract.

FISCAL IMPACT

No fiscal impact is associated with this action. The City has the option to continue service with the County Sheriff. Current contract is for \$202,500 annually.

RECOMMENDATION

It is recommended that City Council authorize the City Manager negotiate a contract extension for police services for Fiscal Year 2023-2024 with the Sacramento County Sheriffs.

Prepared by: Charles Bergson, P.E.

Submitted by: Yvonne Zepeda, Deputy City Clerk

**AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN THE COUNTY OF SACRAMENTO
AND THE CITY OF ISLETON**

This Agreement is made and entered into this 1st day of July 2023, by and between the County of Sacramento, a political subdivision of the State of California (County), and the City of Isleton, a municipal corporation organized and existing under the laws of the State of California (City).

RECITALS:

WHEREAS, the City desires to contract with the County for law enforcement services to be provided within City's municipal boundaries through the Sacramento County Sheriff; and

WHEREAS, the County is capable of rendering such services under the terms and conditions set forth in this Agreement for law enforcement services to be provided through the Sacramento County Sheriff; and

WHEREAS, Article 1 (commencing with Section 51300) of Chapter 1 of Part 2 of Division 1 of Title 5 of the Government Code authorizes City and County to enter into such Agreement for law enforcement services.

NOW, THEREFORE, in consideration of the mutual promises, conditions, and covenants hereinafter set for the, City and County hereby agree as follows:

AGREEMENT

1. Incorporation of Recitals

The foregoing recitals are hereby incorporated by reference.

2. Scope of Services

- A. County agrees, through the Sheriff thereof, to provide municipal law enforcement services within the corporate limits of the City to the extent and in the manner hereinafter set forth.
- B. Services shall be provided by existing Deputy Sheriffs assigned to the Central Division and working the South Bureau area of the County including those areas of Wilton and the South Delta. Deputies shall be under the command of the Central Division/South Bureau and assigned from the Central Division station house located at 7000 65th Street, Sacramento.
- C. Law enforcement services shall be provided at a level commensurate with those services being provided to the unincorporated areas within Sacramento County. Deputies will not be solely dedicated to the City, and

their presence within City limits will approximately equal time currently provided to those areas within the South Bureau as a whole.

- D. The County shall assume all dispatch responsibilities for both emergency and non-emergency requests for service.
- E. In conformance with Government Code section 51350, the County agrees to not charge the City any portion of the cost allocated in the A-87 Plan which is attributable to services made available to all portions of the County such as SWAT, EOD, K9, and Air Support. Investigative services (such as homicide, sexual assault, or robbery) will be provided by County. Any requests for services that incur an overtime charge will be paid by the City. The overtime hourly rate will be agreed upon each fiscal year by the City and County (**Attachment A**).
- F. Services provided by County do not include traffic investigations or traffic enforcement.
- G. The County shall be the sole provider of law enforcement services during the term of this Agreement. The City shall not employ its own sworn personnel to supplement or replace services provided by the County. The City may hire non-sworn personnel at its discretion.
- H. County enters into this Agreement as, and shall at all times remain as to the City, an independent contractor and not as an employee of the City. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. The County shall at all times while performing services under this Agreement conduct itself as an independent contractor. The County shall have no power or authority except by this Agreement to bind the City in any respect.
- I. All employees, agents, contractors or subcontractors hired or retained by the County to perform services under this Agreement are, and at all times shall be, employees, agents, contractors or subcontractors of the County and not of the City. The personnel performing the services under this Agreement on behalf of County shall at all times be under County's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of County or any of County's officers, employees, or agents, except as set forth in this Agreement. County shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers or employees of the City, and they shall not represent that they are agents of the City of Isleton except in the limited capacity to perform services under this Agreement. The City shall not be responsible, obligated, or liable in any way to pay any salary, wage, compensation, tax, withholding, benefit, injury, illness claims or other claims made against the County and/or the City by any such employees, agents,

contractors or subcontractors, or any other person arising from the performance of this Agreement. Additionally, County shall be solely responsible, obligated, and liable for any and/or all salary, wage, compensation, tax, withholding, benefit, injury, illness, or other similar employment-related claims made against the County and/or the City by any such employees, agents, contractors or subcontractors, or other person arising from the performance of this Agreement, and County shall indemnify, defend and hold harmless the City against such claims.

3. Supervision and Labor Agreements

- A. The Sheriff shall have the responsibility for supervision of law enforcement services, hiring of personnel, establishing employee standards of performance for individual personnel, assignment of personnel, determining and effecting discipline, determining required training, maintaining personnel files, and other matters relating to the performance of employee services and control of personnel. In the event of a dispute between the parties as to the manner of performance by personnel of required services, the City shall be consulted and a mutual determination thereof shall be made by the Sheriff and the City Manager. In recognition of the Sheriff's professional expertise in the area of law enforcement, it is agreed that, in any unresolved dispute related to personnel, the Sheriff shall have the final and conclusive determination between the parties hereto.

- B. The City acknowledges that the County is legally obligated to comply with bargaining agreements covering County employees performing services pursuant to this Agreement and, as a result, agrees that the County's performance under this Agreement shall be subject to any such bargaining agreements. However, the County shall be obligated to provide service comparable to that in the unincorporated area and other cities the County contracts with to provide law enforcement services regardless of any event of a strike, work slowdown, "blue flu" or any other type of job action (formal or informal) by County employees assigned to perform services under this Agreement and any Labor Action does not excuse the County from providing such a comparable level of service during the duration of the Labor Action. In the event of any Labor Action, the County will have to use replacement workers, management personnel or make other arrangements to furnish such comparable level of services for the duration of the Labor Action.

4. Provision of Labor, Equipment, and Supplies

- A. For the purpose of performing the services required by this Agreement, the County shall furnish all necessary labor, supervision, equipment, communications facilities, and supplies.

- B. In order to provide the law enforcement services set forth in this Agreement, the County will use existing County resources including, but not limited to, County facilities, equipment, general supplies, and non-law enforcement support personnel and, in addition, will acquire new resources.

5. Compensation for Services

- A. The City shall pay the County \$202,500 for providing the basic law enforcement and dispatch services set forth in this Agreement.
- B. Additional compensation may be due and payable to the County for services described in Paragraph 2(e) that are provided outside normal business hours. This time will be reimbursed at the overtime rate set forth in **Attachment A** hereto.
- C. Compensation by the City to the County for the basic law enforcement and dispatch services rendered under this Agreement shall be paid on a quarterly basis during the term of this Agreement at the rate of \$50,625 per quarter. Charges incurred for any additional services provided in the quarter will be included on the quarterly invoice. The City shall make this payment to the County as invoiced quarterly beginning on October 30, 2023, except as provided in Section 7 below.

6. Invoices and Payment

- A. The County shall provide a report/invoice to the City within 30 days of the close of the previous quarter, detailing the County's cost of providing law enforcement services pursuant to this Agreement. The invoice will include any outside funding received and applied for services rendered.
- B. The City agrees to pay the invoice within 30 days of receipt.

7. Outside Funding

- A. Sacramento County receives Supplemental Law Enforcement Services Funding (SLESF)—also referred to as Citizens Option for Public Safety (COPS) funding. The State Controller's Office is required to allocate the COPS funds to each county that has established a SLESF in accordance with Government Code section 30061. This code allocates funds in accordance with the proportionate share of the state's total population that resides in each county and city and county. The minimum payment received under COPS is \$100,000.

Proposition 172 put a one-half percent state sales tax rate in section 35, Article XIII of the California Constitution, effective January 1, 1994.

According to Prop 172, all revenues from the additional one-half percent sales tax can be used only for local public safety activities, including Police and Sheriff's Office, Fire Protection, County District Attorney, County Probation, and County Jail Operations.

The Sacramento County Department of Finance shall transfer in full COPS and Prop 172 funds received and interest earned for the City of Isleton directly to the Sacramento County Sheriff's Office. The Sacramento County Sheriff's Office shall apply all COPS and Prop 172 funds received that are attributed to the City of Isleton against the amount owed for compensation of law enforcement services due and payable under this Agreement as the funds are received.

- B. The City shall apply for all law enforcement grants for which it may be eligible as resources allow. To the extent permissible by the terms and conditions of the grant funding, City shall ensure that any grant proceeds are provided directly to the County. If the terms of the grant do not permit payment directly to the County, the City shall immediately upon receipt of the grant funds, provided the terms of grant do not explicitly prohibit, make payment in the amount of the grant to the County.

8. Penal Code Section 13820-13825 Costs

- A. The City shall also be responsible for all costs charged pursuant to Penal Code section 13823.95 (costs incurred by a qualified health care professional, hospital, or other emergency medical facility for the examination of the victim of a sexual assault under specified conditions) related to offenses alleged to have taken place in the City. This Penal Code section 13823.95 charges shall be billed separately and represent costs to be paid by the City in excess of its obligations set forth in Section 6, above. Such charges shall be paid by the City within thirty (30) days of the City's receipt of an invoice from the County.
- B. The City shall also be responsible for the payment of booking costs as set forth in the Service Plan. However, nothing in this Agreement shall be construed as preventing the City from seeking reimbursement for such booking charges from the person arrested. In recognition of the cost to the City of paying booking charges to the County pursuant to this Agreement, the County and the Sheriff agree to take the following steps with respect to the subject of booking costs: (i) the County and the Sheriff will support any efforts by the City to seek legislation to provide for State reimbursement of booking charges paid by any city pursuant to a law enforcement services agreement with a county, and (ii) the City of Isleton City Manager has the authority to implement what he deems in his reasonable discretion to be a prudent cite and release policy.

9. Fines, Forfeitures, and Miscellaneous Reimbursements

Fines and forfeitures of bail pursuant to Penal Code section 1463, et seq. resulting from services performed under this Agreement shall be distributed as though the employees performing services under this Agreement were employees of the City. Any reimbursement received by the County from any non-County funding sources for services charged to the City under this Agreement shall be credited to the City, less any agreed County administrative costs directly associated with obtaining or processing the reimbursement.

10. Asset Seizures and Forfeitures

When assets are seized in the City and such assets are subsequently forfeited to the Sheriff, the forfeited assets shall be under the control of the Sheriff.

11. Complaints

The County agrees to handle and respond to complaints regarding law enforcement service provided under this Agreement in a courteous and timely manner. Complaints shall be processed and appropriate records maintained consistent with applicable law and established Sheriff's Office procedures for addressing citizen complaints. Disclosure of information relative to complaints and any associated internal investigations shall be made only to the extent prescribed by applicable law. The City of Isleton through its City Manager shall be entitled to information relative to complaints and any associated internal investigations regarding services performed under this Agreement to the extent permissible by law.

12. Term

This Agreement shall be effective July 1, 2023, and shall continue in force until June 30, 2024, unless terminated earlier pursuant to Section 13 below. This agreement may be renewed for two one-year periods upon writing the agreement by both the City and County.

13. Termination

- A. Either party may terminate this Agreement for any reason and without cause by providing sixty (60) days prior written notice to the other party.
- B. In the event of the termination of the Agreement pursuant to this Section, the City shall pay the County for all costs of services rendered through and until the effective date of termination.

14. Administration

The City Manager with the approval of the Isleton City Council shall administer this Agreement on behalf of the City, and the Sheriff, or his designee, shall administer this Agreement on behalf of the County.

15. Indemnification

- A. The County and its officers, agents, and employees shall not be deemed to have assumed any liability for the negligence or other act or omission of the City or any of its officers, agents, or employees, for any dangerous or defective condition of any public street or work or property of the City, or for any illegality or unconstitutionality of the City's ordinances. The City shall indemnify and hold the County and its officers, agents, employees, and independent contractors harmless from any claim or liability whatsoever, based or asserted upon the condition of any public street or work or property of the City, upon the illegality or unconstitutionality of any City ordinances, or upon any act or omission of the City or its officers, agents, employees subcontractors and independent contractors related to this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, and the City shall defend at its expense, including attorney fees, the County and its officers, agents, employees and independent contractors in any legal action or claim of any kind based upon such condition of any such public street or work or property, such alleged illegality or unconstitutionality of a City ordinance, or such alleged acts or omissions.
- B. The County shall indemnify and hold the City and its officers, agents, employees, and independent contractors harmless from and against any loss, damage, claim or liability whatsoever, based or asserted upon any act or omission of the County or its officers, agents, employees, subcontractors and independent contractors related to this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, and the County shall indemnify and defend at its expense, including attorney fees, the City and its officers, agents, employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the County or City or their Contractors or Subcontractors.

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

16. Insurance

Parties acknowledge that County is a self-insured entity. County has and shall maintain during the term of this Agreement insurance coverage for worker's compensation, general commercial and automobile liability, and professional liability. The County shall provide the City with certificates of self-insurance, or other documentation, which details the scope, limits, and forms of the County's self-insurance coverage. The County agrees to provide the City with written notification of any changes in coverage applicable to this Agreement and shall do so within thirty (30) days of the change or within ten (10) days in the event the change results in the termination of coverage(s) applicable to this Agreement. In the event the County is unable to maintain insurance coverage(s) applicable to this Agreement, the City shall have the right to terminate this Agreement.

17. Assignment

Neither party hereto shall assign, subcontract, or transfer any interest in this Agreement, or any duty hereunder, without the prior written consent of the other party, and no assignment shall be of any force or effect whatsoever unless and until the other party furnishes such written consent. Because of the unique nature of the services contemplated by this Agreement, consent of either party may be withheld by either party, within that party's sole discretion, whether deemed reasonable or not.

18. Amendments

This Agreement may be modified or amended, or any of its provisions waived, only by a subsequent written agreement, approved by the Sacramento County Board of Supervisors and the Isleton City Council and executed by each of the parties hereto, which amendment shall then be attached to this Agreement and become an integrated part of this Agreement.

19. Integration

This Agreement and the subjects addressed herein supersede all prior negotiations, representations, or agreements, oral or written that may be

related to the subject matter of this Agreement, including any "interim" agreements that the parties may have entered into.

20. Construction and Interpretation

It is agreed and acknowledged by the parties hereto that the provisions of this Agreement have been arrived at through negotiation, and that each of the parties has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

21. Waiver

The waiver, at any time by any party, of any of its rights with respect to default or other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter.

22. Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement shall, at the option of either party, render the other provisions unenforceable, invalid or illegal, provided that such invalidity materially affects the respective rights and obligations of the parties.

23. Successors and Assigns

This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto, provided that the required written consent has been obtained pursuant to Section 18 above.

24. Notices

Any notice, demand, request, consent, or approval that either party hereto may, or is required to, give the other shall be in writing and shall be deemed to have been received three (3) days after deposited in the United States mail, first class postage prepaid, and addressed as follows:

TO COUNTY:

Sacramento County Sheriff's Office
4500 Orange Grove Way
Sacramento, CA 95841

TO CITY:

City Manager
City of Isleton
P. O. Box 716
Isleton, CA 95641-0716

Either party hereto shall have the right to serve any notice by personal delivery, and change the address at which it will receive such communications by giving fifteen (15) days advance notice to the other party.

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

CITY OF ISLETON, a municipal corporation

Dated: _____, 2023

By: _____
CHARLES BERGSON, P.E.
City Manager, City of ISLETON

Attest: _____
Yvonne Zepeda, City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

COUNTY OF SACRAMENTO, a political subdivision of the State of California

Dated: _____, 2023

By: _____
Ann Edwards, County Executive

(SEAL)

Attest: _____
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

By: _____
Deputy County Counsel

**ATTACHMENT A
AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN THE COUNTY OF SACRAMENTO
AND THE CITY OF ISLETON**

(OVERTIME HOURLY RATES)

Classification	Step	Ed Incentive	Overtime Rate	OADSHI	Total
Deputy Sheriff	9	15%	\$100.75	\$7.71	\$108.46
Deputy Sheriff Detective	9	15%	\$105.79	\$8.09	\$113.88

City of Isleton

City Council Staff Report

DATE: June 13, 2023

ITEM#: 7.C

CATEGORY: Old Business

A RESOLUTION 20-23 OF THE CITY COUNCIL OF THE CITY OF ISLETON INITIATING ASSESSMENT PROCEEDINGS, INDICATING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS, AND SETTING A PUBLIC HEARING DATE FOR THE CITY OF ISLETON VILLAGE ON THE DELTA LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 2007-1, FISCAL YEAR 2023-24

BACKGROUND

Village on the Delta Landscaping and Lighting Assessment District (LLAD) was created in 2007 as a means to provide the maintenance for the landscaping and lighting for the Village on the Delta development. The assessments began in 2017. Assessments and costs are reviewed annually. Council is requested to initiate assessment proceedings, to declare its intent to levy the District Assessments, and set the public hearing for the Village on the Delta Landscaping and Lighting Assessment District No. 2007-1 for Fiscal Year 2023-24. Public hearing date is proposed for Tuesday, July 11, 2023.

DISCUSSION

Council is being requested to take the action to update the Landscaping and Lighting District assessments for this District for the Fiscal Year 2023-24. This recommended action are: to initiate proceedings, to indicate Council's intention to levy and collect annual assessments, and set a public hearing date - Tuesday, July 11, 2023. Proposed revenues amount to approximately \$16,000 annually. Last year's revenues were \$24,340. The main difference from the prior year's assessment is due to the reduction in assessment of the vacant lots of approximately \$136 per lot.

The proposed annual rates are:

1. Single-Family Residential ("West 14") = \$456.04
Single-Family Residential ("East 4") = \$288.88
2. Live/Work Units \$1,242.15
3. Vacant/Empty Lots/Public \$106.02

FISCAL IMPACT

This Assessment will generate the funds necessary to landscape and light the Village on the Delta development by properly assessing the properties and allocating the appropriate funds. The level of revenue to be generated for the upcoming fiscal year is approximately \$16,000.

The Council will be asked to levy assessments at the July 11, 2023 public hearing and meeting.

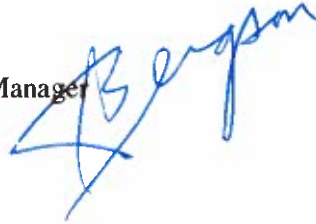
RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 20-23 to: a) initiate assessment proceedings, b) indicate the City's intention to levy and collect annual assessment for Fiscal Year 2023-24, and c) set a public hearing date for the City of Isleton Village on the Delta Landscaping and Lighting Assessment District No. 2007-1. Public hearing date is proposed for Tuesday, July 11, 2023.

ATTACHMENTS

1. Resolution 20-23 of The City Council of the City Of Isleton Initiating Assessment Proceedings, Indicating Its Intention To Levy And Collect Annual Assessments, And Setting A Public Hearing Date For The City Of Isleton Village On The Delta Landscaping And Lighting Assessment District No. 2007-1, Fiscal Year 2023-24
2. LLAD 2007-1, FY 2023-24 Work List

Prepared and Reviewed by Charles Bergson, City Manager
Submitted by Yvonne Zepeda, Deputy City Clerk



RESOLUTION NO. 20-23

A RESOLUTION OF INTENTION BY THE CITY COUNCIL OF THE CITY OF ISLETON INITIATING ASSESSMENT PROCEEDINGS INDICATING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS FOR THE VILLAGE ON THE DELTA LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 2007-1 (LLAD), FISCAL YEAR 2023-24, AND SET THE TIME AND DATE OF THE PUBLIC HEARING

(Pursuant to the Landscaping & Lighting Act of 1972)

WHEREAS, the City Council intends to levy and collect assessments within the City of Isleton Village on the Delta Landscaping and Lighting Assessment District No. 2007-1 during the Fiscal Year 2023-24 and land to be assessed is located in the City of Isleton, Sacramento County; and

WHEREAS, the 2017 Engineer's Report has been filed outlining the proposed budgets, the description of the proposed improvements and/or changes, the boundaries of the assessment district, any zones therein and the proposed assessments upon assessable lots and parcels within the assessment district as required by the Landscape and Lighting Act of 1972; and

WHEREAS, the components and the operation and maintenance to be made to the improvements for the upcoming fiscal year 2023-24 in LLAD-2007-1 are generally described as follows: landscaping in the public rights-of-way and public landscape easements between the property and State Route 160, adjacent to the Village on the Delta, landscaping in the public rights-of-way and public easements between the property and Sixth Street, a share of public park maintenance costs for parks serving the development including two basin parks along Sixth Street, maintenance of public street lights along and within the boundaries of the Village on the Delta, and maintenance of the storm water lift station and associated elements; and

WHEREAS, all interested persons are referred to the Engineer's Report for a full and detailed description of the improvement, the proposed operation and maintenance costs, the boundaries of the LLAD and the proposed assessments upon assessable lots and parcels of land within the LLAD; and

WHEREAS, for Fiscal Year 2023-24, the proposed annual assessments are - per single family residential unit West is \$456.04, per single family residential unit East is \$288.88, per live/work unit is \$1,242.15; and per vacant/empty/public lot is \$106.02; and

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Isleton hereby notices the intention to levy and collect the annual assessments with the City of Isleton Village on the Delta Landscaping and Lighting Assessment District No. 2007-1 during the Fiscal Year 2023-24; and

BE IT FURTHER RESOLVED that in order to take inflation into account, the City Council approves the allowance for an annual increase to estimated assessments in accordance with the annual Consumer Price Index as applied to the San Francisco-Oakland-San Jose county Area for All Urban Consumers as developed by the United States Bureau of Labor Statistics for a similar period of time;

BE IT FURTHER RESOLVED that a public hearing will be held by the City Council on Tuesday, July 11, 2023 at 6:30 p.m. or as soon thereafter as the matter may be heard in the City Council Chambers, Isleton

Community Center, City of Isleton, 208 Jackson Blvd., California 95641. At the public hearing, the City Council will consider the changes to the assessment amounts and authorization to levy and collect assessment for Fiscal Year 2023-24; and

BE IT FURTHER RESOLVED that the Isleton Deputy City Clerk is authorized and directed to give the Notice of Hearing as required by the Landscaping and Lighting Act of 1972 for said public hearing; and

BE IT FURTHER RESOLVED that this Resolution is adopted pursuant to Section 22610 and 22620 et al of the California Streets and Highway Code.

PASSED, APPROVED, AND ADOPTED this 13th day of June 2032, by the following vote:

AYES: Councilmember's

NOES: Councilmember's

ABSTAIN: Councilmember's

ABSENT: Councilmember's

MAYOR, Pamela Bulahan

ATTEST:

DEPUTY CITY CLERK, Yvonne Zepeda

City of Isleton

DATE: June 13, 2023

City Council Staff Report

ITEM#: 8.A

CATEGORY: New Business

ZONING CODE UPDATE, (Capital Improvement Project 23-11) AWARD OF CONTRACT TO INTERWEST CONSULTING

SUMMARY

In tandem with the update of the City General Plan is the update of the City's Zoning Code (City Ordinance 2015-01). The Zoning Code is a chapter of the City's Municipal Code that addresses City requirements on how land can or cannot be developed and what is allowed to be built and where it can be built. This action is to award a contract to a planning consultant to undertake this work.

DISCUSSION

Through a competitive bid process, a panel, consisting of Mayor Pam Bulahan, Council Member David Kent, and staff, interviewed two qualified candidates on May 10, 2023, for conducting the update with Interwest Consulting Group, Inc. and CSG Consultants. Interwest Consulting of Roseville was ranked most favorable. Interwest has extensive experience in updating zoning codes and can complete the work within the allocated time and has familiarity with the region having worked for Dixon, Suisun City, and Rio Vista. Staff is requesting the City Council authorize the City Manager to execute an agreement to conduct the first phase of the Zoning Code Update for an amount not exceeding \$52,000.

Interwest has prepared a facilitated timeline to complete this project by mid-September, 2023. Details of this work can be found in the attached scope of work for the project. It is noted that a normal timeline for preparing such an update would exceed six months. In discussions with HCD, there is a high probability that the LEAP grants will all be extended to June 2024, due to some recent Statewide legislative changes which will provide latitude in the schedule.

FISCAL IMPACT

In 2021, the City was awarded a \$65,000 Local Early Planning Grant (LEAP) from the California Department of Housing and Community Development (HCD) for projects that increase the potential for housing. The City and HCD determined that updating the zoning code would be an allowable use of this funding.

The project budget of \$52,000 allows the LEAP Grant to defray all the costs to the City in managing the project and administering the grant.

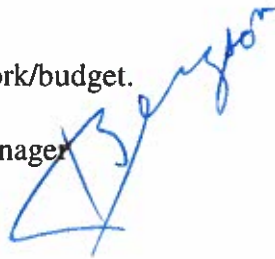
RECOMMENDATION

It is recommended that the City Council award a contract to Interwest Consulting Group for the update of the City's Zoning Code.

ATTACHMENTS

Agreement with attachments/scope of work/budget.

Submitted by: Charles Bergson, City Manager

A handwritten signature in blue ink, appearing to read "Charles Bergson", is written over the text "Submitted by: Charles Bergson, City Manager". The signature is stylized and slanted upwards to the right.

May 30, 2023

Chuck Bergson
City Manager
25 Main Street
Isleton, CA 95641



Subject: Zoning Code Update Scope of Work/Fee for Isleton, CA

Dear Mr. Bergson:

Interwest Consulting Group is pleased to submit this proposal to update the City of Isleton's Zoning Code. The Interwest Team brings the experience and specialized knowledge to assist the City of Isleton in updating its Zoning Code to meet recent state housing mandates and effectively manage development in the City. Our knowledge and background will ensure clear, concise and effective zoning regulations that will enable the City to be consistent with state law and implement its General Plan, yet maintain the desired level of regulation supported by the community.

Our proposed Project Manager and primary point of contact to the City, Eric Norris, has provided professional planning services for more than 30 years and brings a wealth of experience on long-range planning and zoning regulations. Nick Pergakes, AICP, will serve as Deputy Project Manager. Nick has over 20 years of experience in land use planning, zoning, and urban design. Contact information for Eric and Nick is as follows:

Eric Norris
Project Manager
530.574.4875
enorris@interwestgrp.com

Nick Pergakes, AICP
Deputy Project Manager
636.676.9533
npergakes@interwestgrp.com

As Vice President of Operations of Interwest Consulting Group, I am authorized to sign any agreements that may result from this proposal and will provide contract support to the proposed Interwest team. Should any questions arise, I can be contacted at 619.372.9962 or via email at pmeschino@interwestgrp.com.

We appreciate the opportunity to present our proposal to the City of Isleton and look forward to serving your community.

Respectfully Submitted,



Paul Meschino
Vice President of Operations
Interwest Consulting Group

Scope of Work

Scope of Work

Below is our proposed scope of services to be completed by Interwest Consulting Group for the City of Isleton's Zoning Code Update. We are flexible regarding the proposed scope of work and will work with you to prepare a more detailed scope if needed before we enter into a contract. We also recognize that it may be necessary to alter the scope as the project progresses to meet the City's needs and would be happy to work with you to do so in order to ensure the successful completion of the project.

PHASE ONE: STATE-MANDATED ZONING CODE AMENDMENTS

PHASE ONE TASK 1 | PROJECT INITIATION AND ONGOING MANAGEMENT

Phase One Task 1.1 Project Kickoff Meeting with City Staff

The Interwest team will meet with City staff to review our proposed scope of work for the Zoning Code Update. In the meeting, we will review the general goals for the project, an overview of the phases of work tasks, the project schedule, and work products/deliverables.

Deliverables: Kickoff Meeting Agenda and Meeting Notes Summary (electronic + hard copies)

Phase One Task 1.2 Ongoing Coordination

We anticipate bi-weekly conference calls or video conferences with City staff to discuss detailed questions about the draft sections as we prepare them. With this approach, City staff will be involved with incremental decision making during the drafting process and will help produce draft sections that are consistent with the City's unique needs, goals, and expectations.

Deliverables: Weekly Meetings w/ Email Follow-up as Needed

Phase One Task 1.3 City Staff Interviews

In the early part of the project, Interwest will meet with Planning, the City Manager, City Attorney, and others as necessary to discuss how the Housing Element Update and state-mandated changes will need to be addressed in the Zoning Code Update.

Deliverable: Meeting Summary of Interviews (electronic copies)

TASK 2 | EXISTING CONDITIONS ANALYSIS AND ZONING CODE REVIEW

Phase One Task 2.1 Existing City Documents Review and Zoning Code Assessment

Interwest will review the City of Isleton's current Zoning Code, General Plan, the recently updated Housing Element, and other City policy documents applicable to the Zoning Code Update. Interwest will assess the structure and overall content of the existing Zoning Code, including how the existing Zoning Code meets current state housing laws. Based on this assessment, we will identify necessary changes to the Zoning Code to comply with these requirements. The state-mandated amendments will include, but are not limited to the following:

- Housing development approvals per SB 35
- Density bonus law
- Transitional and supportive housing
- Recent state law regulating ADUs
- SB 9 Lot Splits and Two-Unit Development
- Group homes
- Employee (farmworker) housing
- Single-Residential Occupancy Units
- Objective Design Standards for Multi-Family
- Updated housing-related definitions

- Updates to permitted used in Residential zoning districts to reflect the state-mandated provisions for emergency housing, etc.

We have prepared Zoning Code updates for other agencies which addressed these same issues, and we anticipate to be able to complete these changes very expeditiously.

Deliverable: Zoning Code Amendments Matrix (electronic copy)

Phase One Task 2.2 Joint Planning Commission/City Council Study Session

Interwest will attend one joint study session meeting with members of the City Council and Planning Commission to provide an overview of the Zoning Code update and seek direction (if desired by the Council and Commission) on the Zoning Code Update.

Deliverable: PowerPoint presentation

TASK 3 | ADMINISTRATIVE DRAFT ZONING ORDINANCE

Phase One Task 3.1 Zoning Districts and Land Use Regulations

After laying the groundwork for the updated Zoning Code, we will roll up our sleeves and prepare draft sections for City staff review. This will include amendments as listed in Task 2.1, with redlines of existing Code chapters/sections prepared in the Zoning Code chapter Word documents provided by the City. Deliverables will be in Word and PDF formats.

Deliverable

- Administrative Draft Zoning Code Sections/Chapters (Word and PDF formats)

TASK 4 | FINAL ZONING CODE AMENDMENTS AND ADOPTION

4.1 Final Draft Zoning Code Chapters/Sections

Based on the comments received by the City and consultant managing the projects, Interwest will prepare the final draft Zoning Code sections for review and comments. The document will include revisions that address input to date from City staff, stakeholders, and study sessions.

4.2 Zoning Code Adoption Hearings

Interwest will attend adoption hearings with the Planning Commission and City Council for the adoption of the Zoning Code Update. Following Planning Commission and City Council hearings.

Any related public hearing documents will be prepared by Interwest including a presentation, staff report, ordinance, and resolution. In term of CEQA documentation, at a minimum a Notice of Exemption will be prepared. A Notice of Exemption CEQA document is expected to be sufficient for the update of the Zoning Code with new housing-related regulations, standards, and definitions. Our budget anticipates the preparation of an exemption and if a greater level of CEQA analysis is required, then the budget would need to be amended.

4.3 Final Zoning Code Cleanup

After adoption by the City Council, Interwest will incorporate all final changes as directed by the City Council and this document will be the final and adopted Zoning Code.

Deliverables:

- Final Draft Zoning Code chapters/sections (Word and PDF formats)
- Public Hearing Materials – noticing, staff report, resolution, ordinance, and PowerPoint presentation
- Adopted Final Zoning Code chapters (Word and PDF formats)
- Notice of Exemption CEQA document (Word and PDF formats)

PHASE ONE FEE PROPOSAL

For the Zoning Code Update work to be performed using LEAP grant funds, our work will be a not to exceed amount of \$52,000. \$52,000 represents the \$65,000 grant minus 20% (\$13,000) to cover staff time and administration. This fee includes all time spent by Interwest staff attending in-person and virtual meetings, preparation of work products/deliverables, and expenses incurred during the project such as mileage, travel time, printing costs, etc.

Hourly Rates are for Interwest staff are as follows:

Project Manager: \$180

Deputy Project Manager: \$165

Senior Planner: \$150

Associate Planner: \$125

Assistant Planner: \$90

PHASE TWO: SUBSTANTIVE ZONING CODE AMENDMENTS

After the Phase One work is completed, additional substantive Zoning Code amendments will be needed to address inconsistencies or issues with the existing Zoning Code. Also, once the new General Plan is adopted, there will likely be additional amendments needed to ensure consistency between the General Plan and Zoning Code. This may include amendments to existing zoning districts, modifying development standards, preparing new regulations for certain types of uses, and modifying permitting procedures. In addition, a master land use table showing permitted uses by zoning districts during this phase should also be prepared.

This will include time for Interwest staff to attend additional meetings for adoption of the new Zoning Code amendments and preparation of the final Zoning Code document. We expect that this work would be paid for by the City, separate from the grant. The first step would be to hold stakeholder interviews with City staff, Planning Commission members, City Council members, developers, etc. Stakeholder meetings would be one day of meetings, potentially some phone call interviews, and discussing with City staff to follow-up what was learned during the interviews. After the interviews, Interwest would then determine what Code changes were needed.

The estimated fee for Interwest to hold the stakeholder meetings is \$3,000. Based on the results of the stakeholder meetings, we would prepare a scope and budget for the additional changes. Preparation of this additional scope and budget would be done at no cost to the City.

Schedule

Project Schedule

The estimated project schedule for Phase One is from June 2023 through Fall 2023. As proposed, the entire LEAP funding would be utilized to complete the state-mandated amendments that can be completed and adopted by Fall 2023. We will do as much work beyond the state-mandated amendments that can be completed within the LEAP grant funded amount as possible. Additional work by Interwest outside of the LEAP grant will occur if the City approves the use of other funds for additional Zoning Code amendments in Phase Two. The timeline for Phase Two will be determined at the commencement of that phase of work, but expect it to last through Spring 2024.

CONTRACT FOR SERVICES

THIS CONTRACT is made on June ___, 2023, by and between the CITY OF ISLETON ("City"), and INTERWEST ("Consultant").

WITNESSETH:

WHEREAS, the City desires to update the City of ISLETON Standard Specifications and Details;

WHEREAS, the Consultant has presented a proposal for such services to the City, dated May 30, 2023, (attached hereto as **Exhibit A**) and is duly licensed, qualified and experienced to perform those services;

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

1. SCOPE OF SERVICES:

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

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

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

2. TERM OF CONTRACT

A. The services of Consultant are to commence upon execution of this Contract by the City, and shall be undertaken and completed in accordance with the Schedule of Performance outlined in **Exhibit A** and terminate on September 30, 2024.

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

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

3. COMPENSATION:

A. The Consultant shall be paid monthly for the actual fees, costs and expenses for all time and materials required and expended, but in no event shall total compensation exceed Fifty-Two Thousand Dollars (\$52,000.00), without City's prior written approval. Consultant's fees shall be as specified in **Exhibit A**.

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

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

4. TERMINATION:

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

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

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

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

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

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

6. EXTENSIONS OF TIME:

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

7. PROPERTY OF CITY:

A. It is mutually agreed that all materials 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. For the avoidance of doubt, nothing in this Agreement shall be understood to grant City rights to pre-existing intellectual property of Consultant, including Consultant software and licensed software, or to any improvements thereto.

8. COMPLIANCE WITH ALL LAWS:

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

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

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

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

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

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

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

10. SUBCONTRACTING:

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

11. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City which will not be unreasonably withheld or denied. 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 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 Agreement, 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 Agreement 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 Agreement. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Agreement 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 Agreement. 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 Agreement. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant.

1. **Commercial General Liability Insurance.**

a. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than five million dollars (\$5,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Consultant's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.

b. Any failure to comply with reporting provisions of the policies by Consultant shall not affect coverage provided the City.

c. Coverage shall state that Consultant 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.

d. Coverage shall contain a waiver of subrogation in favor of the City.

2. **Business Automobile Liability.** Consultant shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than five million dollars (\$5,000,000) per accident.

3. **Workers' Compensation and Employers' Liability.** Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

4. **Professional Liability.** Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

5. **All Coverages.**

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

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

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

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

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

6. No other provision of this Agreement or any attachment thereto shall reduce the insurance obligations imposed under this Section.

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 Agreement.

D. No policy required by this Agreement 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.

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 Agreement.

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 Isleton
101 2nd Street
Isleton, CA 95641
c/o Charles Bergson, City Manager
cbergson@cityofisleton.com

Consultant:

Interwest Consulting Group
1613 Santa Clara Drive, Suite 100
Roseville CA 95661
c/o Eric Norris, Principal Planner
enorris@interwestgrp.com

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

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

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

CITY OF ISLETON

By: _____
Charles Bergson, P.E., City Manager

Contract for Services
Interwest Consulting Group
[June 13, 2023]

ATTEST:

By: _____
Yvonne Zepeda, Deputy City Clerk

APPROVED AS TO FORM:

By: _____
Andreas L. Booher, City Attorney

INTERWEST CONSULTING GROUP

By: _____
Paul Meschino, President

EXHIBIT A

Consultant Proposal/Scope of Work

City of Isleton

DATE: June 13, 2023

City Council
Staff Report

ITEM#: 8.B

CATEGORY: New Business

DRAINAGE MASTER PLAN, (Capital Improvement Project 23 - 10) AWARD OF CONTRACT TO BENNETT ENGINEERING

SUMMARY

SB-2, the Building Homes and Jobs Act, was passed in 2018. The basic purpose of this act is to assist local governments prepare, adopt and implement plans that promote affordable housing development. Elements of this grant provide for local governments to update specific portions of the general plans and community plans including establishing or updating infrastructure master plans. This action is to award a contract to obtain a City Storm Drainage Master Plan.

DISCUSSION

In 2019, the City was awarded a \$160,000 SB-2 Grant from the California Department of Housing and Community Development (HCD) for the following projects: housing element update, storm drain master plan, and sewer master plan. Updating the City's infrastructure master plans are vitally needed. In order for the City to obtain grants to upgrade its flooding, drainage and sewer systems, having these basic plans in place are required.

These plans improve the City's basic facilities and planning needs. The City is not obliged to promote housing as part of this grant.

The City completed a competitive bid process for preparation of a Drainage Master Plan. The City received one proposal for this project from Bennett Engineering for \$55,802 to prepare this plan. Bennett Engineering has prepared storm drainage master plans for other agencies and is very familiar with the City drainage system. Details of this work can be found in the attached scope of work for the project.

FISCAL IMPACT

Due to estimated cost estimates, the proposal includes a cost of not to exceed \$55,802; whereas the SB-2 grant allocates \$50,000 towards this project. Therefore, the City will need an additional \$802 to pay for completing the project, plus staff costs for managing the project and grant administration.

RECOMMENDATION

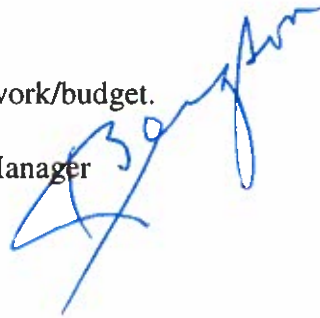
It is recommended that the City Council award a contract to Bennet Engineering for the preparation of the City's Drainage Master Plan.

Due to estimated cost estimates, the proposal includes a cost of not to exceed \$55,802; whereas the SB-2 grant allocates \$50,000 towards this project. Therefore, the City will need an additional \$802 to pay for completing the project, plus staff costs for managing the project and grant administration.

ATTACHMENTS

Agreement with attachments/scope of work/budget.

Submitted by: Charles Bergson, City Manager

A handwritten signature in blue ink, appearing to be 'C. Bergson', is written over the text 'Submitted by: Charles Bergson, City Manager'.

CONTRACT FOR SERVICES

THIS CONTRACT is made on June __, 2023, by and between the CITY OF ISLETON ("City"), and Bennett Engineering Services Inc ("Consultant").

WITNESSETH:

WHEREAS, the City has a requirement for engineering services and for other consulting engineering services;

WHEREAS, the Consultant has presented a proposal for such services to the City, dated May 30, 2023, (attached hereto as **Exhibit A**) and is duly licensed, qualified and experienced to perform those services;

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

1. SCOPE OF SERVICES:

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

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

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

2. TERM OF CONTRACT

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

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

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

3. COMPENSATION:

A. The Consultant shall be paid monthly for the actual fees, costs, and expenses for all time and materials required and expended, but in no event shall total compensation exceed Fifty-five thousand Eight hundred Two dollars (\$55,802), 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**.

B. Said amount shall be paid upon submittal of a monthly billing showing completion of the tasks that month. Consultant shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. If Consultant's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant's failure to perform in conformity with the Schedule of Performance is a documented result of the City's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 5. City will pay all Consultant invoices in full (100%) within 60 days of invoice date or all Consultant's work will be halted until such payment is received.

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

4. TERMINATION:

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

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

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

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. 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.

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 E**.

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

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

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

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

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

10. SUBCONTRACTING:

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

11. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City which will not be unreasonably withheld. However, claims for money due or to become due 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 protect, hold free and harmless, defend and indemnify the Agency, 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, 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 Agency, 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 subcontractors 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 Agency.

Consultant Submission of insurance certificates or other proof of compliance with the insurance requirements in this Agreement does not relieve the Consultant from liability under this indemnification and hold harmless clause. The obligation of this indemnity article shall apply whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

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 it's 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 1185 naming the City, its officers, officials, employees, agents, and volunteers as additional insureds. The endorsement shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

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

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

3. Commercial Automobile Insurance

a. The insurance shall include, but shall not be limited to, coverage for claims for bodily injury or property damage for owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **[\$1,000,000.00]** 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 Isleton
P.O. Box 716
101 Second Street
Isleton, California 95641

Consultant: Bennett Engineering Services
1082 Sunrise Avenue, Suite 100
Roseville, California 95661

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 Sacramento County California, regardless of where else venue may lie.

Contract for Services
Bennett Engineering Services Inc

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 ISLETON

By: _____
Charles Bergson, City Manager

ATTEST:

By: _____
Yvonne Zepeda, City Clerk

APPROVED AS TO FORM:

By: _____
Jeffrey Mitchell, City Attorney

BENNETT ENGINEERING SERVICES

By: _____
Leo Rubio, President

EXHIBITS

Contract for Services
Bennett Engineering Services Inc

EXHIBIT A
Scope of Work

June 07, 2023

Mr. Charles Bergson, City Manager
City of Isleton
101 Second Street
Isleton, CA 95641



**Bennett Engineering Services +
Y&C Transportation Consultants**

1082 Sunrise Avenue, Suite 100
Roseville, CA 95661
(916) 783 4100

Sacramento | Fremont | Milpitas

www.ben-en.com

Re: Proposal for the Development of a Storm Drain Master Plan

Dear Mr. Bergson,

Bennett Engineering Services (BEN|EN) understands the City of Isleton does not have a Storm Drain Master Plan in place and desires to develop one that will detail inadequacies within the existing system and evaluate the needs that future development will require.

BEN|EN has attached a scope of work (SOW) that will achieve the City's goals. BEN|EN proposes to prepare a Storm Drain Master Plan that will take into consideration the hydrogeological location of the Delta, existing problem flooding areas, future developments, and coordination with local reclamation districts. Our proposed staff is very familiar with the City after preparing the Existing Conditions Report and Feasibility Study for the Wastewater Improvement Study. In addition, our staff has recently prepared a similar document for the City of Biggs, CA with the same intent. The SOW includes, but is not limited to, the following:

- Project Management
- Assemble Data
- Hydrologic Analysis
- Hydraulic Analysis
- Outreach
- Report Preparation

The City of Isleton was granted a timeline extension for the Storm Drain Master Plan from September 1, 2023 to December 1, 2023. Bennett Engineering will complete this project in Mid-November to allow the City time to process invoices and request reimbursement before the deadline.

David Harden, PE will serve as the Project Manager and point of contact for this project. David is available at any time to assist you and answer any questions you may have. He can be reached at 916-771-6144 or via email at DHarden@Ben-En.com.

This proposal is valid for 120 days. We look forward to working with the City of Isleton again. Please let me know if you have any questions, you can reach me at (916) 771-6149 or lrubio@ben-en.com.

Sincerely,

BENNETT ENGINEERING SERVICES

A handwritten signature in black ink, appearing to read "Leo Rubio".

Leo Rubio, PE
President

Attachments:

- Exhibit A – Scope of Services, Storm Drain Master Plan
- Exhibit B – Fee Estimate and Project Schedule, Storm Drain Master Plan
- Exhibit C – Contract

Exhibit A: Scope of Services



**Bennett Engineering Services +
Y&C Transportation Consultants**
1082 Sunrise Avenue, Suite 100
Roseville, CA 95661
(916) 783-4100
Sacramento | Fremont | Milpitas
www.ben-en.com

Client:	City of Isleton
Consultant:	Bennett Engineering Services Inc
Project:	Storm Drain Master Plan
Date:	May 30, 2023

Consultant's services shall be limited to those expressly set forth below, and Consultant shall have no other obligations or responsibilities for the Project or to the Client except as agreed to in writing or as provided in this Agreement. All of Consultant's services in any way related to the Project or Client shall be subject to the terms of this Agreement.

TASK 1. Project Management

- Subtask 1.1.** BEN|EN will manage the project schedule and budget and integrate project deliverables. BEN|EN will submit project invoicing monthly.
- Subtask 1.2.** BEN|EN's project manager will coordinate and attend project meetings with City staff, prepare meeting agendas and minutes of meetings, and document project decisions.
- Subtask 1.3.** BEN|EN's project manager will provide quality assurance and quality control over the project deliverables.

DELIVERABLES:

- Monthly progress reports
- Invoices

TASK 2. Assemble Data

- Subtask 2.1. Map Existing System**
Update system maps with known locations, sizes, materials, and inverts of storm drain facilities within the City. This work will consist of digitizing the existing system based on the 2004 Sewer Collection System Rehabilitation Project As-Built plans. These plans included the existing storm drain system locations, sizes, and elevations. Where this information is not available, BEN|EN will estimate inverts and pipe sizes during a field visit.
- Subtask 2.2. Map Existing Problem Flooding Areas**
Based on correspondence with City staff, BEN|EN will prepare maps showing existing flooding problem areas within the City.

DELIVERABLES:

- Existing System Map
- Existing Flooding Problem Areas Map

TASK 3. Hydrologic Analysis

- Subtask 3.1. Existing Conditions**
Based on the mapping in Task 2, BEN|EN will map the existing drainage catchments in the City. BEN|EN will develop a hydrologic model of the existing drainage system. This model will be GIS based and utilize hydrologic design requirements as defined in the United States Geologic Survey Technical Release 55 (TR-55). Storm

INITIALS:

drain mains 18-inch and larger will be considered for analysis. The United States Corps of Engineers' (Corps) HEC-HMS software will be used for the hydrologic analysis. Since runoff from the City drains into Reclamation District 407, a capacity analysis will be conducted to determine how much runoff can be discharged to the RD's facilities. The Corps HEC-RAS software will be used for this analysis.

This task does not include any coordination with Sacramento County DWR, California DWR, or any other agency currently planning stormwater projects in the Delta.

Subtask 3.2. Future Conditions

BEN|EN will update the existing conditions hydrologic modeling based on future land use as depicted in the City's General Plan. This analysis will allow the City and BEN|EN to compare existing versus future conditions runoff and develop planned improvements to reduce both existing flooding problems and plan for future development. BEN|EN will prepare cost estimates for projects to correct both existing problem flooding areas and future development.

DELIVERABLES:

- Hydrologic Input Table
- 10 and 100-Year, 24-Hour Rainfall Events Results Table
- Description of proposed improvements
- Project Cost Estimates

TASK 4. Hydraulic Analysis

Subtask 4.1. Prepare Existing Conditions Hydraulic Model

BEN|EN will use the United States Environmental Protection Agency's (EPA) EPA SWMM software to evaluate system capacity under existing conditions. Runoff hydrographs developed during the hydrologic analysis task will be input to the hydraulic model for both the 10 and 100-year, 24-hour storm events.

Subtask 4.2. Evaluate Existing Conditions Hydraulic Model

BEN|EN will review the results of the hydraulic modeling to determine if and where existing deficiencies exist in the current system. These results will be compared with historic records of flooding to verify hydrologic and hydraulic assumptions.

Subtask 4.3. Prepare Developed Conditions Hydraulic Model

BEN|EN will update the EPA SWMM hydraulic model to reflect planned improvements to the existing drainage system. Runoff hydrographs developed during the hydrologic analysis task will be input to the hydraulic model for both the 10 and 100-year, 24-hour storm events.

DELIVERABLES:

- Existing and Future Hydraulic Models in EPA SWMM
- Results Table with Hydraulic Grade Lines at Major Storm Drain System Junctions

TASK 5. Outreach

Subtask 5.1. Meet with Reclamation District Representatives

BEN|EN will coordinate with City Staff in holding one meeting with RD 407 to discuss our assumptions and findings. BEN|EN will incorporate the RD's comments into our analysis and text. This task is intended to provide the RD staff with information about this SDMP and methodologies and assumptions made by BEN|EN. This task does not include any

coordination with Sacramento County DWR, California DWR, or any other agency currently planning stormwater projects in the Delta.

Subtask 5.2. City Presentation

BEN|EN will present the SDMP findings in a public meeting in the City to gather input from interested parties. BEN|EN will record public comments and provide responses to questions interested parties may have.

DELIVERABLES:

- Presentation Agenda
- Presentation Meeting Minutes

TASK 6. Report Preparation

BEN|EN will prepare a Draft SDMP for review by City staff. Based on comments from City staff, BEN|EN will incorporate comments into a final SDMP.

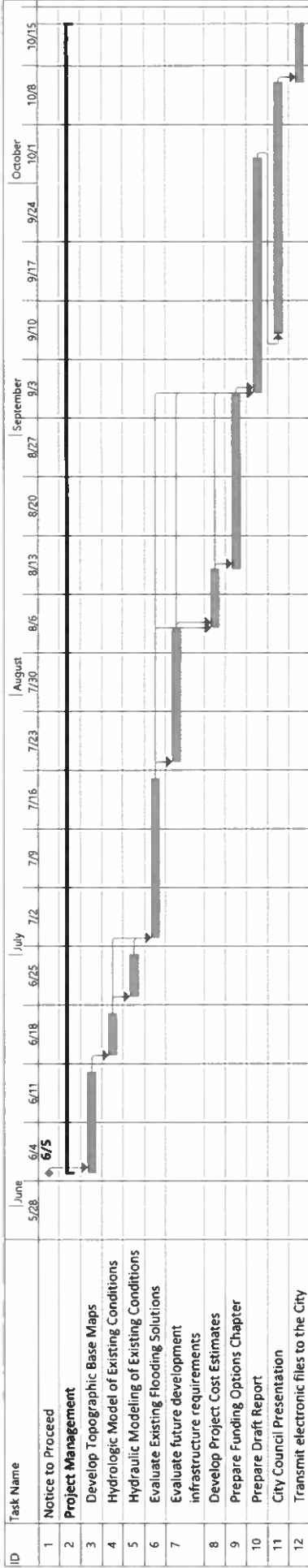
DELIVERABLES:

- Draft SDMP
- Final SDMP (Electronic Copy in MS Word and PDF formats)

Contract for Services
Bennett Engineering Services Inc

EXHIBIT B

Schedule of Performance



Project: MSProjectSchedule-4-1
Date: Thu 4/20/23

Task

Split Milestone Summary

Project Summary

Inactive Task

Inactive Milestone Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Critical

Critical Split

Progress

Page 1

EXHIBIT C
Schedule of Fees

Exhibit B: Fee Estimate

Client: City of Isleton
 Consultant: Bennett Engineering Services Inc
 Project: Storm Drain Master Plan
 Date: May 30, 2023



Fee Estimate	Project Manager IV 221 \$/hr		Engineer VI 236 \$/hr		Engineer V 215 \$/hr		Engineer II 176 \$/hr		Project Controls Specialist 115 \$/hr		Administrative 95 \$/hr		BEN EN Subtotal	MISC EXPENSES	TOTAL	
	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost				Qty
Task 1 Project Management																
1.1. Manage Schedule and Budget	4 hrs	\$884	4 hrs	\$904	hrs	\$0	hrs	\$0	16 hrs	\$1,840	4 hrs	\$380	28 hrs	\$4,008	\$120	\$4,128
1.2. Project Meetings	4 hrs	\$884	4 hrs	\$904	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	8 hrs	\$1,788	\$50	\$1,838
1.3. QA/QC of project documents	16 hrs	\$3,536	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	16 hrs	\$3,536	\$110	\$3,646
Subtotal	24 hrs	\$5,304	8 hrs	\$1,808	hrs	\$0	hrs	\$0	16 hrs	\$1,840	4 hrs	\$380	52 hrs	\$9,332	\$280	\$9,612
Task 2 Assemble Data																
2.1. Map Existing System	hrs	\$0	2 hrs	\$452	4 hrs	\$860	32 hrs	\$5,632	hrs	\$0	hrs	\$0	36 hrs	\$6,944	\$180	\$7,124
2.2. Map Existing Problem Flooding Areas	hrs	\$0	2 hrs	\$452	2 hrs	\$430	6 hrs	\$1,056	hrs	\$0	hrs	\$0	10 hrs	\$1,938	\$70	\$2,008
Subtotal	hrs	\$0	4 hrs	\$904	6 hrs	\$1,290	38 hrs	\$6,688	hrs	\$0	hrs	\$0	48 hrs	\$8,882	\$250	\$9,132
Task 3 Hydrologic Analysis																
3.1. Existing Conditions	hrs	\$0	6 hrs	\$1,356	8 hrs	\$1,720	16 hrs	\$2,816	hrs	\$0	hrs	\$0	30 hrs	\$5,892	\$180	\$6,072
3.2. Future Conditions	hrs	\$0	6 hrs	\$1,356	4 hrs	\$860	8 hrs	\$1,408	hrs	\$0	hrs	\$0	18 hrs	\$3,624	\$110	\$3,734
Subtotal	hrs	\$0	12 hrs	\$2,712	12 hrs	\$2,580	24 hrs	\$4,224	hrs	\$0	hrs	\$0	48 hrs	\$9,516	\$290	\$9,806
Task 4 Hydraulic Analysis																
4.1. Prepare Existing Conditions Hydraulic Model	hrs	\$0	4 hrs	\$904	12 hrs	\$2,580	16 hrs	\$2,816	hrs	\$0	hrs	\$0	32 hrs	\$6,300	\$180	\$6,480
4.2. Evaluate Existing Conditions Hydraulic Model	hrs	\$0	6 hrs	\$1,356	6 hrs	\$1,290	8 hrs	\$1,408	hrs	\$0	hrs	\$0	20 hrs	\$4,054	\$100	\$4,154
4.3. Prepare Developed Conditions Hydraulic Model	hrs	\$0	4 hrs	\$904	8 hrs	\$1,720	16 hrs	\$2,816	hrs	\$0	hrs	\$0	28 hrs	\$5,440	\$100	\$5,540
Subtotal	hrs	\$0	14 hrs	\$3,164	26 hrs	\$5,590	40 hrs	\$7,040	hrs	\$0	hrs	\$0	80 hrs	\$15,794	\$350	\$16,144
Task 5 Outreach																
5.1. Meet with Reclamation District Representatives	hrs	\$0	4 hrs	\$904	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	4 hrs	\$904	\$50	\$954
5.2. City Presentation	hrs	\$0	6 hrs	\$1,356	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	6 hrs	\$1,356	\$40	\$1,396
Subtotal	hrs	\$0	10 hrs	\$2,260	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	10 hrs	\$2,260	\$90	\$2,350
Task 6 Report Preparation																
6.1. Draft SDMP for Review	hrs	\$0	4 hrs	\$904	16 hrs	\$3,440	hrs	\$0	hrs	\$0	8 hrs	\$760	28 hrs	\$5,104	\$400	\$5,504
6.2. Final SDMP	hrs	\$0	4 hrs	\$904	8 hrs	\$1,720	hrs	\$0	hrs	\$0	4 hrs	\$380	16 hrs	\$3,004	\$250	\$3,254
Subtotal	hrs	\$0	8 hrs	\$1,808	24 hrs	\$5,160	hrs	\$0	hrs	\$0	12 hrs	\$1,140	44 hrs	\$8,108	\$650	\$8,758
PROJECT TOTAL	24 hrs	\$5,304	56 hrs	\$12,656	68 hrs	\$14,620	102 hrs	\$17,952	16 hrs	\$1,840	16 hrs	\$1,520	282 hrs	\$53,892	\$1,910	\$55,802

Additional Fee Information

- This fee estimate is valid for 90 days from the date shown above
- This fee estimate contains an abbreviated list of staff classifications and does not restrict BEN|EN to those classifications. The Standard Rate Schedule with a full list of staff classifications is available upon request.
- This fee estimate contains an approximation of the breakdown between labor, expense, and consultants. BEN|EN reserves the right to distribute funds differently based on project needs.
- Standard hourly rates do not apply to a demand to perform work during an overtime period. Work required to be performed during an overtime period (as mandated by California law) may be charged at a 50% premium. Work mandated by Prevailing Wage laws may be charged at a 25% premium.
- Hourly rates include all compensation for wages, salary-related benefits, overhead, general office administration, and profit. Direct project administrative hours will be billed at the rate shown above.
- Classifications may be added or removed as-needed without notice.
- Changes in the requested scope of work or projected schedule may result in the revision of the proposed fees and amendment to the total contract amount.

INITIALS:

EXHIBIT D

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

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

CONSULTANTS

By: _____
Leo Rubio, President

EXHIBIT E

LABOR COMPLIANCE

1. PREVAILING WAGE

A. The Work contemplated herein constitutes a public work within the meaning of Labor Code sections 1720 and 1771. It shall be mandatory upon the Consultant and upon any Subcontractor, to pay not less than the said specified prevailing rates of wages to all workers employed by them under the Contract in accordance with Labor Code section 1774. The Director of the Department of Industrial Relations ("DIR") of the State of California has determined the general prevailing rate of wages of per diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the Contract. The Consultant acknowledges that it has examined the prevailing rate of per diem wages as established by the DIR. Copies of the current schedules for prevailing wages are on file at City Hall, and the contents of those schedules are incorporated herein as if set forth in full. The Consultant shall post a copy of the applicable prevailing wage determinations at each job site, along with any other work place 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 Bennett Engineering Services June 07, 2023 (Agreement Date)
Name of Consultant* David P Harden (First Name) (Middle Initial) (Last Name)
Company address 1082 Sunrise Ave Phone 916-783-4100
City, State, Zip Roseville, CA 95661
Contracting City Dept.
Estimated Date of Project Completion November 15, 2023

- A. Will consultant make governmental decision whether to
1. Approve a rate, rule, or regulation? Yes No X
2. Adopt or enforce a law? Yes No X
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement? Yes No X
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 X
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 X
6. Grant agency approval to a plan, design, report, study, or similar item? Yes No X
7. Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof? Yes No X
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 X

Will consultant manage public investments? Yes No X

David P. Harden, PE June 7, 2023
Name of Person Completing Questionnaire Date
If other individuals will be working on the contract, a form should be completed for each person to determine filing obligation

City of Isleton

DATE: June 13, 2023

City Council
Staff Report

ITEM#: 8.C

CATEGORY: New Business

**WASTEWATER MASTER PLAN, (Capital Improvement Project 23 – 08)
AWARD OF CONTRACT TO BENNETT ENGINEERING**

SUMMARY

SB-2, the Building Homes and Jobs Act, was passed in 2018. The basic purpose of this act is to assist local governments prepare, adopt and implement plans that promote affordable housing development. Elements of this grant provide for local governments to update specific portions of the general plans and community plans including establishing or updating infrastructure master plans. This action is to award a contract to obtain a City Wastewater Master Plan.

DISCUSSION

In 2019, the City was awarded a \$160,000 SB-2 Grant from the California Department of Housing and Community Development (HCD) for the following projects: housing element update, storm drain master plan, and sewer master plan. Updating the City's infrastructure master plans are vitally needed. In order for the City to obtain grants to upgrade its flooding, drainage and sewer systems, having these basic plans in place are required.

These plans improve the City's basic facilities and planning needs. The City is not obliged to promote housing as part of this grant.

The City completed a competitive bid process for preparation of a Wastewater System Master Plan. The City received one proposal for this project from Bennett Engineering for \$34,912 to prepare this plan. Bennett Engineering has prepared wastewater master plans for other agencies and is very familiar with the City wastewater collection and sewer system. Details of this work can be found in the attached scope of work for the project.

FISCAL IMPACT

The project will involve staff management of the project and some grant administration. Due to estimated cost estimates, the proposal includes a cost of not to exceed \$34,912; whereas the SB-2 grant allocates \$34,000 towards this project. Therefore, the City will need an additional \$912 to pay for completing the project plus costs for managing the project and administration of the grant.

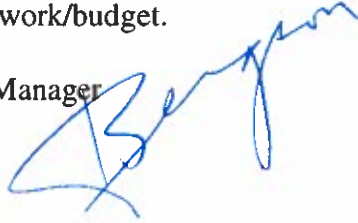
RECOMMENDATION

It is recommended that the City Council award a contract to Bennet Engineering for the preparation of the City's Wastewater Master Plan.

ATTACHMENTS

Agreement with attachments/scope of work/budget.

Submitted by: Charles Bergson, City Manager

A handwritten signature in blue ink, appearing to read "Charles Bergson", is written over the text "Submitted by: Charles Bergson, City Manager". The signature is stylized and cursive.

CONTRACT FOR SERVICES

THIS CONTRACT is made on June __, 2023, by and between the CITY OF ISLETON ("City"), and Bennett Engineering Services Inc ("Consultant").

WITNESSETH:

WHEREAS, the City has a requirement for engineering services and for other consulting engineering services;

WHEREAS, the Consultant has presented a proposal for such services to the City, dated May 30, 2023, (attached hereto as **Exhibit A**) and is duly licensed, qualified and experienced to perform those services;

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

1. SCOPE OF SERVICES:

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

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

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

2. TERM OF CONTRACT

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

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

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

3. COMPENSATION:

A. The Consultant shall be paid monthly for the actual fees, costs, and expenses for all time and materials required and expended, but in no event shall total compensation exceed Thirty-four thousand Nine hundred Twelve Dollars (\$34,912), 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**.

B. Said amount shall be paid upon submittal of a monthly billing showing completion of the tasks that month. Consultant shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. If Consultant's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant's failure to perform in conformity with the Schedule of Performance is a documented result of the City's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 5. City will pay all Consultant invoices in full (100%) within 60 days of invoice date or all Consultant's work will be halted until such payment is received.

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

4. TERMINATION:

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

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

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

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. 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.

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 E**.

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

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

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

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

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

10. SUBCONTRACTING:

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

11. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City which will not be unreasonably withheld. However, claims for money due or to become due 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 protect, hold free and harmless, defend and indemnify the Agency, 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, 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 Agency, 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 subcontractors 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 Agency.

Consultant Submission of insurance certificates or other proof of compliance with the insurance requirements in this Agreement does not relieve the Consultant from liability under this indemnification and hold harmless clause. The obligation of this indemnity article shall apply whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

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 it's 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 1185 naming the City, its officers, officials, employees, agents, and volunteers as additional insureds. The endorsement shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

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

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

3. Commercial Automobile Insurance

a. The insurance shall include, but shall not be limited to, coverage for claims for bodily injury or property damage for owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **[\$1,000,000.00]** 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 Isleton
P.O. Box 716
101 Second Street
Isleton, California 95641

Consultant: Bennett Engineering Services
1082 Sunrise Avenue, Suite 100
Roseville, California 95661

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 Sacramento County California, regardless of where else venue may lie.

Contract for Services
Bennett Engineering Services Inc

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

[Signatures on following page]

CITY OF ISLETON

By: _____
Charles Bergson, City Manager

ATTEST:

By: _____
Yvonne Zepeda, City Clerk

APPROVED AS TO FORM:

By: _____
Jeffrey Mitchell, City Attorney

BENNETT ENGINEERING SERVICES

By: _____
Leo Rubio, President

EXHIBITS

EXHIBIT A
Scope of Work

May 30, 2023

Mr. Charles Bergson, City Manager
City of Isleton
101 Second Street
Isleton, CA 95641



Bennett Engineering Services +
Y & C Transportation Consultants

1082 Sunrise Avenue, Suite 100
Roseville, CA 95661
(916) 783-4100

Sacramento | Fremont | Millitas

www.ben-en.com

Re: Proposal for the Development of a Wastewater Master Plan

Dear Mr. Bergson,

Bennett Engineering Services (BEN|EN) understands the City is seeking a consultant to help develop a Wastewater Master Plan to forecast the increased demand on the City's wastewater system caused by future growth within the City.

Bennett has a long working relationship with City staff who manage the wastewater system. We are very familiar with the City's wastewater system and its challenges by our work on the Isleton Wastewater Treatment System Improvement Project, funded by the California State Water Resources Control Board. This effort has given us a vast understanding of the City's wastewater system.

Our approach to the development of the Isleton Wastewater Master Plan will be to use the information and knowledge we have gained over the years to provide an evaluation summary of the current wastewater system. We will review the General Plan updates to identify areas of growth and infill sites to develop the projected capacity requirements to accommodate future development in the City. Recommendations for future improvements that will be needed to support this growth will be provided for locations with any identified deficiencies.

Bennett will create a numeric model of the City's sewer collection system in Microsoft Excel. Due to the high cost of licensing software required to create and maintain a dynamic flow model and the size of the system, we believe a more complex model will not be required for this master planning effort. In addition, we understand the City's financial and technical capabilities and feel a numeric model will adequately support this master planning effort and fit within the budget constraints of the City.

This model will use the data we have collected to estimate the current capacity of the major sewer trunk lines that will be needed to support future growth within the City. Inputs to the model will be created to allow for varying scenarios to be computed, so that areas of sewer mains that are undersized may be identified for future upgrades.

David Harden, PE will serve as the Project Manager and point of contact for this project. David is available at any time to assist you and answer any questions you may have. He can be reached at 916-771-6144 or via email at DHarden@Ben-En.com.

This proposal is valid for 120 days. We look forward to working with the City of Isleton again. Please let me know if you have any questions, you can reach me at (916) 771-6149 or lrubio@ben-en.com.

Sincerely,

BENNETT ENGINEERING SERVICES



Leo Rubio, PE
President

Attachments:

- Exhibit A – Scope of Services, Wastewater Master Plan
- Exhibit B – Fee Estimate, Wastewater Master Plan
- Exhibit C - BEN|EN Sample Contract

Exhibit A: Scope of Services



**Bennett Engineering Services +
Y&C Transportation Consultants**
1082 Sunrise Avenue, Suite 100
Roseville, CA 95661
(916) 783-4100
Sacramento | Fremont | Milpitas
www.ben-en.com

Client: City of Isleton
Consultant: Bennett Engineering Services Inc
Project: City of Isleton Wastewater Master Plan
Date: May 30, 2023

Consultant's services shall be limited to those expressly set forth below, and Consultant shall have no other obligations or responsibilities for the Project or to the Client except as agreed to in writing or as provided in this Agreement. All of Consultant's services in any way related to the Project or Client shall be subject to the terms of this Agreement.

TASK 1. Project Management

Subtask 1.1. Project Administration

BEN|EN's project manager will manage the project schedule, budget and deliverables. BEN|EN's project manager will coordinate meetings or phone calls with City staff as needed and document project decisions. BEN|EN will submit monthly invoices with project updates.

Subtask 1.2. Quality Control and Quality Assurance

BEN|EN's Quality Control Manager will utilize BEN|EN's Quality Control and Quality Assurance process for this project.

Subtask 1.3. City Presentation

BEN|EN's project manager will present the Final Wastewater Master Plan during a public meeting at request of the City Manager.

ASSUMPTIONS:

- One in-person presentation to the City

DELIVERABLES:

- Monthly progress reports
- Invoices
- Wastewater Master Plan Presentation

TASK 2. Background Research

Subtask 2.1. Review Existing Documentation

BEN|EN will review existing as-builts (development plans), updated flow data, flow monitoring, sanitary sewer overflow (SSO) logs, anecdotal information from the operators, and review previous reports. BEN|EN will review this documentation along with the 2040 General Plan for land uses, projected development, sphere of influence, etc. for relevant data necessary to the Wastewater Master Plan.

ASSUMPTIONS:

- Isleton's 2040 General Plan will be provided as a reference
- WWTP Flow Data to be provided from 2019 to Present, BEN|EN has flow data from 2015-2019

INITIALS:

- Additional Flow monitoring is not included in the scope for this project, Flow monitoring data from the Sewer System Improvement Project will be utilized

TASK 3. Wastewater Master Plan

Subtask 3.1. Draft Wastewater Master Plan

BEN|EN will prepare a Draft Wastewater Master Plan for review by City staff. The Wastewater Master Plan will include discussions related to, City demographics, Service Area, Planning Criteria, Flow monitoring, System Facilities, Capacity and Capital Improvement Projects. The Draft Wastewater Master Plan will include figures and tables, as needed.

Subtask 3.2. Final Wastewater Master Plan

BEN|EN will prepare a Final Wastewater Master Plan with Appendices for review by City staff. BEN|EN will incorporate comments from the Draft Wastewater Master Plan into the final deliverable.

ASSUMPTIONS

- Draft and Final Wastewater Master Plan will build off previous reports completed for the City of Isleton by BEN|EN such as System Evaluation, I&I Studies, and Feasibility Reports as part of the Wastewater System Improvement Project.

DELIVERABLES:

- Draft Wastewater Master Plan
- Final Wastewater Master Plan (Electronic Copy in MS Word, PDF format, and three bound hardcopies)

TASK 4. Hydraulic Analysis

Subtask 4.1. Wastewater System Analysis

BEN|EN will prepare an abridged analysis of the City's gravity sanitary sewer system using Excel. Sections of the City that are known to have high flows or capacity issues will be included. The abridged analysis will use surveyed invert information that was provided as a part of the Sanitary Sewer Improvements project.

DELIVERABLES:

- Abridged Wastewater System Analysis (Electronic Copy in Excel and PDF format)

EXHIBIT B
Schedule of Fees

Exhibit B: Fee Estimate

Client: City of Isleton

Consultant: Bennett Engineering Services Inc

Project: Wastewater Master Plan

Date: May 30, 2023



Fee Estimate	Project Manager IV 221 \$/hr		Engineer III 198 \$/hr		Engineer II 181 \$/hr		Engineer I 161 \$/hr		Administrative 95 \$/hr		BEN EN Subtotal		MISC. EXPENSES	TOTAL
	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost		
Task 1 Project Management														
1.1. Project Administration	8 hrs	\$1,768	hrs	\$0	hrs	\$0	hrs	\$0	8 hrs	\$760	16 hrs	\$2,528	\$70	\$2,598
1.2. Quality Control and Quality Assurance	hrs	\$0	8 hrs	\$1,584	hrs	\$0	hrs	\$0	hrs	\$0	8 hrs	\$1,584	\$0	\$1,584
1.3. City Presentation	10 hrs	\$2,210	hrs	\$0	5 hrs	\$905	hrs	\$0	2 hrs	\$190	17 hrs	\$3,305	\$120	\$3,425
Subtotal	18 hrs	\$3,978	8 hrs	\$1,584	5 hrs	\$905	hrs	\$0	10 hrs	\$950	41 hrs	\$7,417	\$190	\$7,607
Task 2 Background Research														
2.1. Review Existing Documentation	8 hrs	\$1,768	hrs	\$0	8 hrs	\$1,448	hrs	\$0	hrs	\$0	16 hrs	\$3,216	\$180	\$3,396
Subtotal	8 hrs	\$1,768	hrs	\$0	8 hrs	\$1,448	hrs	\$0	hrs	\$0	16 hrs	\$3,216	\$180	\$3,396
Task 3 Wastewater Master Plan														
3.1. Draft Wastewater Master Plan	13 hrs	\$2,873	hrs	\$0	40 hrs	\$7,240	hrs	\$0	hrs	\$0	53 hrs	\$10,113	\$0	\$10,113
3.2. Final Wastewater Master Plan	15 hrs	\$3,315	hrs	\$0	40 hrs	\$7,240	hrs	\$0	4 hrs	\$380	59 hrs	\$10,935	\$330	\$11,265
Subtotal	28 hrs	\$6,188	hrs	\$0	80 hrs	\$14,480	hrs	\$0	4 hrs	\$380	112 hrs	\$21,048	\$330	\$21,378
Task 4 Hydraulic Analysis														
4.1. Wastewater System Analysis	hrs	\$0	hrs	\$0	hrs	\$0	16 hrs	\$2,576	hrs	\$0	16 hrs	\$2,576	\$0	\$4,576
Subtotal	hrs	\$0	hrs	\$0	hrs	\$0	16 hrs	\$2,576	hrs	\$0	16 hrs	\$2,576	\$0	\$2,576
PROJECT TOTAL	54 hrs	\$11,934	8 hrs	\$1,584	93 hrs	\$16,833	16 hrs	\$2,576	14 hrs	\$1,330	185 hrs	\$34,257	\$700	\$34,957

Additional Fee Information

- ▶ This fee estimate is valid for 90 days from the date show above.
- ▶ This fee estimate contains an abbreviated list of staff classifications and does not restrict BEN|EN to those classifications. The Standard Rate Schedule with a full list of staff classifications is available upon request.
- ▶ This fee estimate contains an approximation of the breakdown between labor, expense, and consultants. BEN|EN reserves the rights to distribute funds differently based on project needs.
- ▶ Standard hourly rates do not apply to a demand to perform work during an overtime period. Work required to be performed during an overtime period (as mandated by California law) may be charged at a 50% premium. Work mandated by Prevailing Wage laws may be charged at a 25% premium.
- ▶ Hourly rates include all compensation for wages, salary-related benefits, overhead, general office administration, and profit. Direct project administrative hours will be billed at the rate shown above.
- ▶ Classifications may be added or removed as needed without notice.
- ▶ Changes in the requested scope of work or projected schedule may result in the revision of the proposed fees and amendment to the total contract amount.

INITIALS:

EXHIBIT D

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

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

CONSULTANTS

By: _____
Leo Rubio, President

EXHIBIT E

LABOR COMPLIANCE

1. PREVAILING WAGE

A. The Work contemplated herein constitutes a public work within the meaning of Labor Code sections 1720 and 1771. It shall be mandatory upon the Consultant and upon any Subcontractor, to pay not less than the said specified prevailing rates of wages to all workers employed by them under the Contract in accordance with Labor Code section 1774. The Director of the Department of Industrial Relations ("DIR") of the State of California has determined the general prevailing rate of wages of per diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the Contract. The Consultant acknowledges that it has examined the prevailing rate of per diem wages as established by the DIR. Copies of the current schedules for prevailing wages are on file at City Hall, and the contents of those schedules are incorporated herein as if set forth in full. The Consultant shall post a copy of the applicable prevailing wage determinations at each job site, along with any other work place 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 Bennett Engineering Services June 7, 2023 (Agreement Date)
Name of Consultant* David P Harden (First Name) (Middle Initial) (Last Name)
Company address 1082 Sunrise Ave Phone 916-783-4100
City, State, Zip Roseville, CA 95661
Contracting City Dept.
Estimated Date of Project Completion September 15, 2023

- A. Will consultant make governmental decision whether to
1. Approve a rate, rule, or regulation? Yes No X
2. Adopt or enforce a law? Yes No X
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement? Yes No X
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 X
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 X
6. Grant agency approval to a plan, design, report, study, or similar item? Yes No X
7. Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof? Yes No X
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 X
Will consultant manage public investments? Yes No X

David P. Harden, PE June 7, 2023
Name of Person Completing Questionnaire Date

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

City of Isleton

DATE: June 13, 2023

City Council
Staff Report

ITEM#: 8.D

CATEGORY: New Business

PUBLIC UTILITIES ELEMENT

AWARD OF CONTRACT TO DYNAMIC PLANNING + SCIENCE

SUMMARY

A City's general Plan is a local government's blueprint for meeting the community's long-term vision for the future. Technical document contained in the Plan provide supplemental information about general plan in response to local needs. General Plans are to be updates approximately every ten to fifteen years according to the State Office of Planning and Research. The City's was last updated in 2000. Given the limited amount of resources and personnel available to undertake an update, the effort was initiated in 2018, has taken several years to complete most of the plan and is nearing completion. This action is to award a contract to complete the Plan update.

DISCUSSION

The City is in the process of preparing a comprehensive update to the General Plan and has been working with Dynamic Planning + Science to prepare this updated General Plan. Dynamic Planning is preparing the complementary sections of the General Plan – Land Use, Circulation, open space, conservation, safety, housing. This work is to update the Public Utilities Element of the General Plan. The City received a proposal for \$32,277 from Dynamic Planning which is the same amount allocated from the SB-2 grant. Staff is requesting that City Council authorize the City Manager to execute the agreement.

In 2019, the City was awarded a \$160,000 SB-2 Grant from the California Department of Housing and Community Development (HCD).

Dynamic Planning has prepared a facilitated timeline to complete this project by mid-September, 2023. Details can be found in the attached scope of work.

Given the familiarity of working with the City on the bulk of General Plan and within the time and resource constraints, it is the best of use of resources to waive the formal solicitation process. This is to allow per the City Code (IMC 2.48.030-C). Under the provision of most qualified source, time, and costs. Dynamic is most familiar with the material and, if bids were solicited, would be the most efficient and qualified proposal.

FISCAL IMPACT

The SB-2 grant will defray the cost of preparing the Public Utilities Elements of the General Plan to the City except for staff management of the project. Total cost is \$32,277.

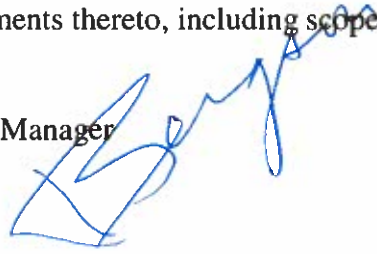
RECOMMENDATION

It is recommended that the City Council waive that the competitive bid process of the Municipal Code, and award the contract to complete the Public Utilities Element of the General Plan to Dynamic Planning

ATTACHMENTS

Agreement with Dynamic and attachments thereto, including scope of work, budget, and reasonable cost analysis.

Submitted by: Charles Bergson, City Manager

A handwritten signature in blue ink, appearing to read "Charles Bergson", is written over the text "including scope of work, budget, and reasonable cost analysis." and "Submitted by: Charles Bergson, City Manager".

May 26, 2023

Chuck Bergson and City Council
101 2nd Street / P.O. Box 716
Isleton, CA 95641

Re: General Plan Public Utilities Element and other requested General Plan improvements / edits.

Dear Mr. Chuck Bergson and City Council,

We are excited to present the scope of work for creation of a Public Utilities Element of the General Plan and other requested improvements / edits to existing General Plan content. We are also pleased to continue the work with City Staff, Planning Commission, City Council, and especially the residents of your community to develop this content. Dynamic Planning + Science staff members provide project continuity as they have been involved from project initiation several years ago until present day.

We propose to complete the tasks described in the attached SOW for a cost of **\$26,900.00**. This includes all meeting time, materials, initial production of the Public Utilities Element, other requested improvements, and edits from the City's planning staff and final production after City review.

Our anticipated cost allocation is shown on the attached spreadsheet. If future amendments to our teams cost allocation are determined to be necessary, we will provide a separate cost estimate at that time.

Sincerely,



Ethan Mobley
Owner | Dynamic Planning + Science
Phone: 510-253-0054 | 970-323-4331
Email: ethan@dynamicplanning.co
California: 1901 Harrison Street, Suite 1100, Oakland, CA 94612
Colorado: 19235 HWY 550 Montrose, CO 81403
www.dynamicplanning.co

Intentional Blank Page



City of Isleton General Plan Utilities Element Update

General Approach.

Dynamic Planning + Science (DP+S) will complete the City's Public Utilities Element and edits to other elements of the General Plan as necessary to address housing production within the city. The Public Utilities Element will include identification of infrastructure capacity limitations in the city for water, wastewater, stormwater, and dry utilities (broadband, electric and gas) and include programs and actions for improvements needed to help serve future growth and housing production. Edits to other elements will address internal inconsistencies between the recently completed Housing Element and Draft Land Use, Circulation, and Safety Elements of the General Plan.

The General Plan updates will assist the city to manage growth and achieve and sustain the City's vision of a balanced community where the downtown prospers, natural landscapes flourish, and housing rehabilitation and production is strengthened as an integral component of Isleton's diverse housing needs.

Task 1: Meetings and Working Sessions

1.1 MEETINGS

1.1.1 Project Kick-Off Meeting

The Consultant Team will attend a kick-off meeting with key City Staff to review the finalized work program, schedule, points of contact, deliverables, and meetings. The kick-off meeting will detail project responsibilities of the Consultant Team and City Staff necessary to ensure effective coordination and management of the project.

The Consultant Team will initially meet with the city planner to focus on understanding the Public Utilities and Safety Element and determining what stays, goes, or needs updating based on input from the City Planning Dept. This task assumes the Consultant Team will be in receipt of key documents prior to the initiation of this task. Up to two Consultant Team members will attend this kick-off meeting via Zoom or other digital venue.

1.1.2 Planning Committee Review Meetings

The Consultant Team will prepare for and facilitate up to 2 Planning Commission meetings throughout the project timeline. These sessions would likely occur during policy development and final editing. These will be held over digital Zoom meetings and in person.

These meetings will provide opportunities for Commissioners to participate and for interested stakeholders (e.g., residents, business, and property owners) and members of the public to listen and be heard in a public comment period. The Consultants assume that City Council meetings will culminate with Council review of final public draft once all elements of the General Plan are completed at a later date. Adoption proceedings of the General Plan will occur following conclusion of CEQA review and public comment.





TASK 1 DELIVERABLES

1. 1 Kick Off Meeting
2. 2 Planning Committee Meetings (**Complies with Cal. Gov't. Code § 65353.**)

Task 2: General Plan Element Updates

2.1 PUBLIC UTILITIES ELEMENT PRODUCTION

Although the Public Utilities Element as a separate and distinct chapter of a local general plan is not required by State law, the subjects addressed here are critical to the City's future growth and housing development. Aging infrastructure coupled with continued growth has resulted in the city's public utilities straining to meet current demand. Many of the city's public services, including utilities, are currently operating close to or exceeding capacity level. This element will balance the need to provide efficient and reliable public utility services and infrastructure with forecasted growth. Public utility systems should accommodate planned growth and expected infill development while minimizing environmental degradation and complementing land use plans. Most importantly, the Public Utilities Element will ensure new growth does not overburden current infrastructure without planned improvements.

The Public Utilities Element will focus on the movement of energy, water, sewage, and communications through Isleton. The Element will set forth specific goals, policies, and implementation actions to guide the development and maintenance of infrastructure for the city through the year 2045. Based on guidelines in the California Government Code, the Public Utilities Element will highlight Isleton's existing utilities infrastructure and facilities as well as planned improvements.

2.2 LAND USE, SAFETY AND CIRCULATION (FINALIZATION)

The Land Use, Safety and Circulation Elements will be amended to ensure they are consistent with the newly developed Housing Element. This includes overhaul of the Safety Element to include recently available dam inundations zones and other information pertaining to flood safety. Circulation Element programs, policies and goals will be amended and reorganized to accommodate the newly developed Public Utilities and Housing Elements.

TASK 2 DELIVERABLES

1. Administrative Drafts of the Land Use, Safety, Circulation and Public Utilities Elements.
2. Development of Element Content including Goals, Policies and Implementation Plans with timelines, objectives, and resources.



Intentional Blank Page

ID	Task Name	Start	Finish	Duration	2023	July 2023	August 2023
1	NTP	Tue 6/13/23	Tue 6/13/23	0 days	8/11/2023	8/11/2023	8/11/2023
2	Task 1 Meetings	Tue 6/13/23	Mon 8/7/23	40 days	6/13		
3	1.1 Project Kick-Off Meeting	Tue 6/13/23	Tue 6/13/23	0 days	6/13		
4	1.2 Planning Commission Meetings	Mon 7/24/23	Mon 8/7/23	10 days			
5	Planning Commission Meeting 1	Mon 7/24/23	Mon 7/24/23	0 days			7/24
6	Planning Commission Meeting 2	Mon 8/7/23	Mon 8/7/23	0 days			8/7
7	Task 2: General Plan Element Updates	Tue 6/13/23	Mon 8/28/23	55 days			
8	2.1 Public Utilities Element	Tue 6/13/23	Mon 8/28/23	55 days			
9	Draft Production	Tue 6/13/23	Mon 7/24/23	30 days			
10	Planning Commission Review	Tue 7/25/23	Mon 8/7/23	10 days			
11	Final Edits	Tue 8/8/23	Mon 8/28/23	15 days			
12	2.2 Land Use, Circulation and Safety Element (Edits and Finalization)	Tue 6/13/23	Mon 8/28/23	55 days			
13	Draft Production	Tue 6/13/23	Mon 7/24/23	30 days			
14	Planning Commission Review	Tue 7/25/23	Mon 8/7/23	10 days			
15	Final Edits	Tue 8/8/23	Mon 8/28/23	15 days			

Project: Isleton-Public-Utilities-
Date: Fri 5/26/23

Page 1

Task

- Task
- Split
- Milestone
- Summary
- Project Summary

Inactive Task

- Inactive Milestone
- Inactive Summary
- Manual Task
- Duration-only

Manual Summary Rollup

- Manual Summary
- Start-only
- Finish-only
- External Tasks

External Milestone

- Deadline
- Progress
- Manual Progress

Intentional Blank Page

CONTRACT FOR SERVICES

THIS CONTRACT is made on June 13, 2023, by and between the **CITY OF ISLETON** ("City"), and **Dynamic Planning, LLC**, located at 19235 HWY 550, Montrose Colorado ("Consultant").

WITNESSETH:

WHEREAS, the City desires the General Plan Public Utilities Element and other requested General Plan improvements / edits;

WHEREAS, the Consultant has presented a proposal for such services to the City, dated May 26th, 2023, (attached hereto as **Exhibit "A"**) and is duly licensed, qualified and experienced to perform those services;

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

1. SCOPE OF SERVICES:

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

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

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

2. TERM OF CONTRACT

Work shall proceed on June 13th, 2023 and final product, including reviews by the City Planning Commission, shall be completed no later than September 1, 2023. In accordance with the SB-2 Grant, issued to the City by the California Department of Housing and Community Development (HCD), the final product and final invoice for this service shall be submitted to the

City by September 15, 2023, enable for the City to submit for reimbursement by September 30, 2023, unless the Grant is further extended by HCD.

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 "A."

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

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

3. COMPENSATION:

A. The Consultant shall be paid monthly for the actual fees, costs and expenses for all time and materials required and expended, but in no event shall total compensation exceed Twenty Six Thousand Nine Hundred Dollars (\$26,900.00), 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 "A".

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

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

4. TERMINATION:

A. This Contract may be terminated by either party, provided that the other party is given not less than 10 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.

8. COMPLIANCE WITH ALL LAWS:

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

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

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

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

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

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

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

10. SUBCONTRACTING:

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

11. ASSIGNABILITY:

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

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 Agency, 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 subcontractors 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 Agency.

Consultant Submission of insurance certificates or other proof of compliance with the insurance requirements in this Agreement does not relieve the Consultant from liability under this indemnification and hold harmless clause. The obligation of this indemnity article shall apply whether or not such insurance policies shall have been determined to be applicable to any such

damages or claims for damages.]

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 it's 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 1185 naming the City, its officers, officials, employees, agents, and volunteers as additional insureds. The endorsement shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

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

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

3. Commercial Automobile Insurance

a. The insurance shall include, but shall not be limited to, coverage for claims for bodily injury or property damage for owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than [\$1,000,000.00] 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: Charles Bergson, City Manager
City of Isleton
101 Second Street
Isleton, CA 95641

Consultant: Ethan Mobley
Dynamic Planning + Science
19235 HWY 550
Montrose, Colorado 81403

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 Sacramento 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 ISLETON

By: _____
Charles Bergson, City Manager

ATTEST:

By: _____
Yvonne Zepeda, Deputy City Clerk

APPROVED AS TO FORM:

By: _____
Andreas Booher, City Attorney

CONSULTANT

By: _____
Ethan Mobley
Title: Owner

EXHIBITS

EXHIBIT A

[Consultant Proposal/Scope of Work]

EXHIBIT B
Schedule of Performance

Contract for Services
Dynamic Planning, LLC.
June 13th, 2023

EXHIBIT C
Schedule of Fees

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 work place 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 Person Completing Questionnaire _____ Date _____

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

WARNING AND INSTRUCTIONS

THIS ONE-PAGE DISCUSSION MUST BE DELETED BEFORE THE CONTRACT IS CIRCULATED TO THIRD PARTIES. THESE WARNINGS AND INSTRUCTIONS ARE NOT PART OF THE FINAL CONTRACT

TO: City of Isleton July 2016
FROM: Kronick, Moskovitz, Tiedemann & Girard
RE: Consultant Contract (with Warning and Instructions)

1. This sample contract is a generalized form. Contract negotiation is a dynamic process that is closely tied to the facts of each transaction; if the form of contract or specific model provisions do not seem to fit, seek assistance.
2. Be aware of peculiar contract requirements for specific funding sources. For example, if a project is being financed with state or federal grant funds or loans, contract terms may be required that are not otherwise included. Check federal, state, or local laws concerning the entity or the project before using this form.
3. Be sure to fill in all blank spaces. Bracketed provisions [**in bold**] require choices to be made or information to be supplied within the brackets, **and then the brackets removed and or discarded choices deleted**. Not all bracketed provisions will be applicable to any given contract.
4. This sample contract includes several paragraphs that are advisory only. These paragraphs are bracketed [**in bold italics**] and **must be removed before the contract is sent to the Consultant for review and approval**.
5. When using this contract be aware that deletions of certain portions will require numbering or lettering changes within the contract. This contract can be tailored to various applications by attachment of exhibits.
6. The controlling factor in deciding how much commercial general liability insurance to require is the Agency's potential liability in connection with the project. **The amount of the contract itself is therefore usually immaterial**. As a rule of thumb, commercial general liability insurance should never be in an amount less than one million dollars, unless the City's potential exposure is unusually small. On large projects, or those with significant potential for loss, higher limits may be appropriate.
7. In some cases it may be appropriate for the City Council to provide staff with flexibility to make minor changes to an approved contract (for example, where the precise scope of work or schedule of performance may need to be adjusted based on information developed during the course of the consultant's work). Some flexibility can be obtained by including language such as the following in the City Council's action approving the contract:

Authorize the City Manager to take any and all actions reasonably necessary to complete the work described in the Contract, including the approval of minor Contract amendments that, in the opinion of the City Manager and the City Attorney, will not materially alter the purpose of the Contract nor increase the total compensation due under the contract by more than ten percent (10%).
8. Once signed, the original, signed contract should be forwarded to the City Clerk for retention.

City of Isleton

Special City Council Staff Report

DATE: June 13, 2023

ITEM#: 10.D

CATEGORY: Staff Reports

CODE ENFORCEMENT REPORT SUMMARY

SUBJECT

Council has requested an outline and priorities for the newly enacted Code Enforcement Program.

DISCUSSION

Presented in this report are the priorities for Code Enforcement.

Summary Report for Code Enforcement Activities

During the month of April 2023, the Code Enforcement team focused primarily on Rental Housing Inspections and Municipal Code Complaints in the downtown and main street area. A secondary focus was placed on parking enforcement and on viewing city-wide municipal code violations. The following is a summary of Code Enforcement's activities:

Rental Housing Inspections:

Code Enforcement sent out 2 rental housing inspection notices during the month of April. Of these, none of the property owners replied to or confirmed the inspection dates or times.

Municipal Code Complaints:

The code enforcement received several complaints regarding various municipal code violations during the month of April. The most common complaints were related to vagrants and unsightly vehicles. Code Enforcement responded to all complaints, issuing citations and notices of violation where necessary.

Downtown and Main Street:

During April, Code Enforcement's primary focus was the downtown and main street areas. Code Enforcement conducted regular patrols, focusing on open or closed businesses during regular business hours. Noting that more than half the businesses on Main Street were closed.

Parking Enforcement:

Code Enforcement conducted regular patrols of the city's parking areas, issuing citations and towing vehicles in violation of parking regulations. Code Enforcement also responded to complaints regarding abandoned vehicles, removing at least one vehicle.

On-Viewing City-Wide Municipal Code Violations:

In addition to the above activities, the Code Enforcement team also conducted regular patrols throughout the city, on-viewing for any municipal code violations. During the month of April, Code Enforcement identified and issued a Notice of Violation for the accumulation of trash/debris, menacing property, and camping within the City limits on public and private property.

Conclusion:

Overall, the Code Enforcement had a busy month in April, focusing primarily on Rental Housing Inspections and Municipal Code Complaints in the downtown and main street areas, with a secondary focus on parking enforcement and on-viewing city-wide municipal code violations. Code Enforcement's efforts resulted in the correction of numerous violations and helped to maintain a safe and compliant environment for residents and businesses in the city.

FISCAL IMPACT

Code Enforcement activities are estimated to cost \$35,000.00 annually. Portion of these cost is paid by SACOG Regional Early Action Program (REAP). This program is to increase and improve housing in the Sacramento area.

RECOMMENDATION

That Council receive Code Enforcement Report.

Reviewed by: Charles Bergson, City Manager 

Submitted and prepared by: Yvonne Zepeda, City Clerk _____

Summary Report for Code Enforcement Activities

During the month of April 2023, the Code Enforcement team focused primarily on Rental Housing Inspections and Municipal Code Complaints in the downtown and main street area. A secondary focus was placed on parking enforcement and on viewing city-wide municipal code violations. The following is a summary of Code Enforcement's activities:

Rental Housing Inspections:

Code Enforcement sent out 2 rental housing inspection notices during the month of April. Of these, none of the property owners replied to or confirmed the inspection dates or times.

Municipal Code Complaints:

The code enforcement received several complaints regarding various municipal code violations during the month of April. The most common complaints were related to vagrants and unsightly vehicles. Code Enforcement responded to all complaints, issuing citations and notices of violation where necessary.

Downtown and Main Street:

During April, Code Enforcement's primary focus was the downtown and main street areas. Code Enforcement conducted regular patrols, focusing on open or closed businesses during regular business hours. Noting that more than half the businesses on Main Street were closed.

Parking Enforcement:

Code Enforcement conducted regular patrols of the city's parking areas, issuing citations and towing vehicles in violation of parking regulations. Code Enforcement also responded to complaints regarding abandoned vehicles, removing at least one vehicle.

On-Viewing City-Wide Municipal Code Violations:

In addition to the above activities, the Code Enforcement team also conducted regular patrols throughout the city, on-viewing for any municipal code violations. During the month of April, Code Enforcement identified and issued a Notice of Violation for the accumulation of trash/debris, menacing property, and camping within the City limits on public and private property.

Conclusion:

Overall, the Code Enforcement had a busy month in April, focusing primarily on Rental Housing Inspections and Municipal Code Complaints in the downtown and main street areas, with a secondary focus on parking enforcement and on-viewing city-wide municipal code violations. Code Enforcement's efforts resulted in the correction of numerous violations and helped to maintain a safe and compliant environment for residents and businesses in the city.

A handwritten signature in black ink, appearing to read "N. Ash", is located at the bottom left of the page.



City of Isleton

101 Second Street, Isleton, California 95641

CITY MANAGER REPORT

Date: 09 June 2023

To: Mayor & City Councilmembers

From: Charles Bergson, City Manager

Re: City Manager Report for 13 June 2023

1. Sewage Treatment Plant status - The City took a major fiscal drop due to the storm and related damage to the City and sewer facilities. Most of the extraordinary costs for trucking and pumping the sewage and the release to the river has been reimbursed by the State and Federal government and more reimbursements are pending. There are still some significant expenses the City is facing including the repair of the sewer collection system. Staff is talking to FEMA (met with FEMA onsite 08 June), the State, and the insurers weekly about the damaged collection system.
2. The year to date financials are included.
3. The monthly Code Enforcement Report is presented.
4. Staff and the community are busy preparing for the Crawdad Festival 17-18 June.

Respectfully,
Charles Bergson, P.E.

**General Fund - City of Isleton
Profit & Loss**

July 2022 through May 2023

	Jul 22	Aug 22	Sep 22	Oct 22	Nov 22	Dec 22	Jan 23	Feb 23	Mar 23	Apr 23	May 23	TOTAL
Ordinary Income/Expense												
Income												
Changes for Services	897.93	8,257.93	4,969.82	19,179.43	7,303.12	1,700.67	7,814.63	1,205.20	13,100.93	3,103.39	2,577.16	70,110.21
Fines and Forfeitures	0.00	380.79	0.00	0.00	3.73	155.43	921.56	0.00	0.00	25.00	88.31	1,604.82
Licenses and Permits	351.13	1,110.53	320.00	160.00	8,846.18	10,567.67	50,546.61	1,977.95	538.74	808.30	49,885.71	125,212.72
Other Revenues	3,580.00	7,985.14	2,540.00	4,914.42	27,824.90	90,089.30	32,336.95	6,859.66	10,585.00	2,109.47	5,335.22	194,160.08
Taxes and Assessments	9,310.21	67,753.29	52,209.45	49,672.43	106,212.99	124,651.46	159,124.14	80,350.20	55,544.88	101,369.06	146,183.79	952,581.90
Interest Income	3.65	210.09	10.09	8.32	7.97	5.64	1.64	1.71	0.00	1.70	170.10	420.91
Grant Income	0.00	0.00	7,418.26	37,405.95	24,916.77	12,865.65	14,352.75	26,516.85	47,617.00	54,989.32	506,357.30	732,439.85
Total Income	14,142.92	85,697.77	67,467.62	111,340.55	175,145.66	240,335.82	265,098.28	116,911.49	127,386.55	162,406.24	710,597.59	2,076,530.49
Gross Profit	14,142.92	85,697.77	67,467.62	111,340.55	175,145.66	240,335.82	265,098.28	116,911.49	127,386.55	162,406.24	710,597.59	2,076,530.49
Expense												
09 - Grant Expense	7,278.61	22,517.58	20,343.66	28,399.02	8,383.39	3,579.62	4,533.32	3,003.56	1,345.06	2,619.24	5,324.79	107,327.85
10 - General Government	46,230.38	69,843.42	50,562.29	58,631.92	67,673.78	57,616.17	60,921.27	48,083.89	48,427.68	39,020.83	35,607.38	562,619.01
20 - Public Safety	51,864.56	51,368.98	37,386.03	58,305.82	50,592.16	29,318.29	40,611.68	23,756.93	27,298.28	11,434.28	30,176.06	412,743.07
30 - Parks & Recreation	2,252.86	20.81	1,221.27	5,319.30	1,177.24	28.73	2,445.18	966.55	2,212.97	1,006.68	1,084.76	17,736.35
52 - Public Ways and Facilities	12,212.39	46,837.52	34,688.70	21,091.39	37,671.81	23,712.19	36,096.95	28,042.67	66,515.60	113,449.87	42,364.75	462,683.84
53 - Community Development	178.68	164.93	1,114.83	649.76	1,152.55	847.46	1,388.29	623.87	899.48	574.04	605.90	8,199.69
56 - Non Departmental Expenses	125.08	-43.66	136.41	130.09	228.91	8.00	48,461.44	17,135.65	246,131.11	135,912.22	19,769.70	467,994.95
Total Expense	120,142.56	190,729.58	145,463.19	173,127.30	166,879.84	115,110.46	194,458.13	121,613.12	392,830.18	304,071.16	134,933.24	2,059,304.76
Net Ordinary Income	-105,999.64	-105,031.81	-77,995.57	-61,786.75	8,265.82	125,225.36	70,640.15	-4,701.63	-265,443.63	-141,610.92	575,664.35	17,225.73
Other Income/Expense												
9200112 - Indirect cost allocation	315.39	1,234.65	1,205.61	1,490.79	1,130.10	1,102.74	2,392.50	1,521.55	3,842.88	2,278.16	2,135.98	18,650.25
Total Other Income	315.39	1,234.65	1,205.61	1,490.79	1,130.10	1,102.74	2,392.50	1,521.55	3,842.88	2,278.16	2,135.98	18,650.25
Other Expense												
9200117 - Debt Service Interest	0.00	0.00	0.00	1,435.74	0.00	0.00	0.00	0.00	0.00	3,270.23	0.00	4,705.97
Total Other Expense	0.00	0.00	0.00	1,435.74	0.00	0.00	0.00	0.00	0.00	3,270.23	0.00	4,705.97
Net Other Income	315.39	1,234.65	1,205.61	55.05	1,130.10	1,102.74	2,392.50	1,521.55	3,842.88	-992.07	2,135.98	13,944.28
Net Income	-105,684.25	-103,797.16	-76,789.96	-61,731.70	9,395.92	126,328.10	73,032.65	-3,180.08	-261,600.75	-142,602.99	577,800.23	31,170.01

General Fund - City of Isleton
Checks and Withdrawals
As of May 31, 2023

Type	Date	Num	Name	Credit
Check	05/01/2023	18835	David Kent	100.00
Check	05/01/2023	18836	Pamela Bulahan	100.00
Check	05/01/2023	18837	PaulSteele	100.00
Check	05/01/2023	18838	IvaWalton	100.00
Check	05/01/2023	18839	Kelly Hutson	100.00
Bill Pmt -Check	05/01/2023	18852	Napa Auto Parts/Stewart Ind Suppl	326.92
Check	05/02/2023	elt	MerchantServices	137.70
Check	05/02/2023	Retirement	Paychex	223.00
Bill Pmt -Check	05/04/2023	18861	PG&E- City of Isleton	4,572.14
Bill Pmt -Check	05/05/2023	18856	IMAGE SOURCE	33.12
Bill Pmt -Check	05/05/2023	18857	State Compensation Insurance Fund	2,160.75
Bill Pmt -Check	05/05/2023	18852	Price Consulting Services	3,840.00
Bill Pmt -Check	05/08/2023	18858	Aramark	215.13
Bill Pmt -Check	05/08/2023	18859	Aramark	163.68
Bill Pmt -Check	05/08/2023	18860	State Controller's Office	5.00
Bill Pmt -Check	05/09/2023	18862	Frontier Communications	759.65
Bill Pmt -Check	05/09/2023	18864	Kaiser Foundation Health Plan	6,843.00
Bill Pmt -Check	05/09/2023	18865	Verizon Wireless	584.78
Bill Pmt -Check	05/09/2023	18866	Delta Computer Consultants	875.00
Bill Pmt -Check	05/09/2023	18867	RIO VISTA ELECTRIC	2,591.49
Check	05/09/2023	18868	Jory Hadden	300.00
Check	05/10/2023	ACH	Employment Development Department	1,000.00
Check	05/10/2023	EIB	Paychex	175.40
Check	05/10/2023	18882	Robert McGahey	300.00
Bill Pmt -Check	05/11/2023	EFT	STANDARD INSURANCE CO	67.59
Check	05/11/2023	18869	Nancy N Clymer	24.75
Bill Pmt -Check	05/12/2023	18871	Canyon Falls Construction	31,854.44
Bill Pmt -Check	05/12/2023	18872	Delta Computer Consultants	1,290.00
Bill Pmt -Check	05/12/2023	18873	Small Cities Organized Risk Effort	4,239.36
Bill Pmt -Check	05/12/2023	18874	California American Water-Combined	1,877.20
Bill Pmt -Check	05/12/2023	18875	Bergson, Charles L.	9,646.67
Bill Pmt -Check	05/15/2023	18876	Ramos Oil Company	353.05
Bill Pmt -Check	05/15/2023	18877	Ramos Oil Company	2,622.96
Bill Pmt -Check	05/15/2023	18878	Sacramento County Sheriff's Dept.	3,000.00
Bill Pmt -Check	05/16/2023	18879	GEI Consultants, Inc.	23,878.77
Bill Pmt -Check	05/17/2023	18853	Brookcrest by Culligan Water	26.80
Bill Pmt -Check	05/18/2023	18880	River Rats Toilets	92.00
Bill Pmt -Check	05/18/2023	18881	Rio Vista Ace Hardware	345.66
Check	05/19/2023	18863	DeanDockery	300.00
Transfer	05/19/2023			10.00
Bill Pmt -Check	05/25/2023	18884	Aqua Sierra Controls	2,248.80
Bill Pmt -Check	05/25/2023	18885	Premier Access Insurance Co	780.39
Bill Pmt -Check	05/25/2023	18886	Campbell's Tree Service	9,300.00
Bill Pmt -Check	05/25/2023	Cashiers	Core Equipment	20,000.00
Bill Pmt -Check	05/25/2023	18888	CAL-WASTE RECOVERY SYSTEMS	1,155.98
Bill Pmt -Check	05/25/2023	18889	Acme Saw	170.03
Bill Pmt -Check	05/25/2023	18890	SRCSO	1,123.00
Bill Pmt -Check	05/25/2023	18891	Home Depot	1,388.95
Bill Pmt -Check	05/25/2023	18892	US BANK	4,921.18
Check	05/25/2023		F&M Bank	8.00
Bill Pmt -Check	05/26/2023	18893	Nancy N Clymer	2,839.52
Bill Pmt -Check	05/30/2023	18894	Verizon Wireless	584.78
Bill Pmt -Check	05/30/2023	18895	XEROX FINANCIAL SERVICES	234.19
Bill Pmt -Check	05/30/2023	18896	PG&E- City of Isleton	4,113.42
				<u>222,595.02</u>
				<u>222,595.02</u>
				<u>222,595.02</u>

410 Sewer O&M - City of Isleton
Checks and Withdrawals
As of May 31, 2023

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Credit</u>
Check	05/01/2023	ACH	USDA	42,516.00
Bill Pmt -Check	05/05/2023	2455	US BANK	2,420.00
Bill Pmt -Check	05/22/2023	2456	SRCSD	1,579.00
General Journal	05/26/2023	Bounced	Christopherson, Robert	72.00
General Journal	05/26/2023	BouncedFee	Christopherson, Robert	10.00
				<u><u>46,597.00</u></u>