



**CITY OF FAIRFIELD
FAIRFIELD CITY COUNCIL
TUESDAY, DECEMBER 3, 2019; 6:00 PM
COUNCIL CHAMBER, 1000 WEBSTER STREET, FAIRFIELD,
CA 94533**

AGENDA

Notice to Public

The City of Fairfield offers its public programs, services and meetings in a manner that is reasonably accessible to everyone, including individuals with disabilities. City publications will be made available upon request in the appropriate format to persons with a disability. If you need an accommodation to attend or participate in this meeting due to a disability, please contact Yessika Dominguez, Deputy City Clerk, at least 72 hours in advance of the meeting at (707) 428-7402. For individuals with hearing or speaking limitations, dial 7-1-1 or (800) 735-2922 (English), (800) 855-3000 (Spanish) and provide the communication assistant with the following City phone number: (707) 399-4010.

Please Note: Councilmember Catherine Moy will teleconference from 3089 Potrero Way, Fairfield, CA 94534. Pursuant to Government Code Section 54953(b)(3), the teleconference location is accessible to the public. An agenda for the meeting will be posted and members of the public will be provided an opportunity to directly address the City Council at the teleconference location.

CALL TO ORDER 6:00 PM

ROLL CALL

Councilmember Catherine Moy
Councilmember Chuck Timm
Councilmember Rick Vaccaro
Vice-Mayor Pam Bertani
Mayor Harry T. Price

INVOCATION - Pastor Art Zacher, Berean Baptist Church

PLEDGE OF ALLEGIANCE

COUNCIL REPORTS

CITY MANAGER REPORT

CITY CLERK REPORT

PRESENTATIONS

1. Recognition of Senior Home Assistance Repair Event (SHARE) Volunteers

Contact: Dawn La Bar, 707-428-7749

PUBLIC COMMENTS

Speakers may address items on this agenda at the time each item is considered. Under Public Comments, the public may speak on items not on the agenda but within the jurisdiction of the City Council, provided that NO action may be taken on off-agenda items except as authorized by law. Off-agenda items from the public will be taken under consideration without discussion by the Council and may be referred to staff. To speak on an agenda item, please complete a speaker's card and give it to the City Clerk before the meeting, or at the latest, prior to the time for public comments on that item. Speakers are requested to limit their comments to four minutes, with one minute to summarize their remarks.

CONVENE MEETING OF THE HOUSING AUTHORITY

The holding of a joint meeting of the City Council and Housing Authority entitles the Councilmembers to receive additional compensation of \$35 for attending this joint meeting.

ROLL CALL

Commissioner Catherine Moy
Commissioner Chuck Timm
Commissioner Rick Vaccaro
Vice-Chairman Pam Bertani
Chairman Harry T. Price

HOUSING AUTHORITY CONSENT CALENDAR

HOUSING AUTHORITY CONSENT CALENDAR NOTICE

All matters listed on the Consent Calendar are to be approved with one motion unless a member of the Authority or the public requests that separate action be taken on a specific item.

2. Resolution HA2019-12 of the Fairfield Housing Authority Adopting the Utility Allowance Increase for Housing Choice Voucher and Project Based Voucher Programs Effective December 31, 2019

Recommended Action

Adopt resolution.

Funding Source

N/A

Contact: Nicole Holloway, 707-428-7391

RECONVENE MEETING OF THE CITY COUNCIL

CONSENT CALENDAR

All matters listed on the Consent Calendar are to be approved with one motion unless a member of the Council or the public requests that separate action be taken on a specific item.

3. Resolution 2019-277 of the City Council of the City of Fairfield Approving Plans and Specifications and Awarding a Contract to DV Electric Co. for the Lee Bell Neighborhood Park Lighting Improvement Project and Updating the Fiscal Year 2019/2020 Budget

Recommended Action

Adopt resolution.

Funding Source

\$590,876 (\$500,000, Parks Capital Fund; \$90,876, Bedroom Tax Fund)

Contact: Fred Beiner, 707-428-7431

4. Resolution 2019-278 of the City Council of the City of Fairfield Authorizing Execution of the Train Station Parcel Map

Recommended Action

Adopt resolution.

Funding Source

N/A

Contact: Trisha Curran, 707-428-7471

5. Resolution 2019-279 of the City Council of the City of Fairfield Summarily Vacating a Public Utility Easement Located Within the Lands of the Fairfield-Vacaville Hannigan Train Station

Recommended Action

Adopt resolution.

Funding Source

N/A

Contact: Trisha Curran, 707-428-7471

6. Resolution 2019-280 of the City Council of the City of Fairfield Approving the Plans and Specifications and Awarding a Contract to Dominguez Landscape for the Smith Ranch (Rancho Solano) Landscape Maintenance District

Recommended Action

Adopt resolution.

Funding Source

\$1,032,408 (Smith Ranch Landscape Maintenance District, \$961,662; General Fund, \$70,746)

Contact: Thomas Martian, 707-428-7478

7. Resolution 2019-281 of the City Council of the City of Fairfield Authorizing Execution of an Agreement between the City of Fairfield and Boyett Petroleum for the Provision and Delivery of Renewable Diesel at the City of Fairfield Corporation Yard

Recommended Action

Adopt resolution.

Funding Source

\$2,167,830; Fleet Management Fund

Contact: David Renschler, 707-428-7414

8. Resolution 2019-282 of the City Council of the City of Fairfield Approving the Plans and Specifications and Awarding a Contract to Dominguez Landscape for the Rolling Hills-Kolob-Waterman Highlands Landscape Maintenance Districts

Recommended Action

Adopt resolution.

Funding Source

\$737,184 (\$617,706, Rolling Hills Landscape Maintenance District; \$45,393, Kolob Landscape Maintenance District; \$34,045, Waterman Landscape Maintenance District; \$40,040, General Fund)

Contact: Thomas Martian, 707-428-7478

9. Resolution 2019-283 of the City Council of the City of Fairfield Approving the Report of the Advisory Board for Calendar Year 2019 and Proposed Budget for Fiscal Year 2020 in Connection with the North Texas Street Business Improvement District; and

Resolution 2019-284 of the City Council of the City of Fairfield Declaring Intention to Levy an Assessment Against Businesses within the North Texas Street Business Improvement District for Fiscal Year 2020 and Setting a Time and Place for Hearing Objections Thereto

Recommended Action

Adopt resolutions.

Funding Source

N/A

Contact: Jorge Barrera, 707-428-7039

10. Resolution 2019-285 of the City Council of the City of Fairfield Authorizing the City Manager to Execute an Estoppel Certificate and First Amendment to and Partial Termination of Temporary Deed Restriction and Declaration of Covenants Relating to Canon Station Planning Area 4

Recommended Action

Adopt resolution.

Funding Source

N/A

Contact: David Feinstein, 707-428-7448

NEW BUSINESS

11. Resolution 2019-240 of the City Council of the City of Fairfield Creating the Housing Services Department; and

Resolution 2019-286 of the City Council of the City of Fairfield Amending the Listing of Classifications and Salaries; and

Resolution 2019-258 of the City Council of the City of Fairfield Amending the Departmental Position Control List

Recommended Action

Adopt resolutions.

Funding Source

N/A

Contact: Farbod Pirouzmand, 707-428-7397

12. Resolution 2019-287 of the City Council of the City of Fairfield Establishing a Tiered System Prescribing Required Procurement Methods and Appropriate Signing Authority for City Purchases of Supplies and General Contractual Services; and

First Reading and Introduction of Ordinance 2019-10 of the City Council of the City of Fairfield Amending Chapter 28 (Purchase of Supplies and General Contractual Services) of the Municipal Code to Update the City of Fairfield's Purchasing Guidelines

Recommended Action

Adopt resolution, waive full reading, read by title only, and introduce ordinance for first reading.

Funding Source

N/A

Contact: Emily Combs, 707-428-7629

13. Resolution 2019-288 of the City Council of the City of Fairfield Requesting Membership in Marin Clean Energy and Authorizing the City Manager to Execute the Memorandum of Understanding and all other Related Documents; and

First Reading and Introduction of Ordinance 2019-11 of the City Council of the City of Fairfield Authorizing the Implementation of a Community Choice Aggregation Program in the City of Fairfield and Authorizing the City Manager to Execute the Marin Clean Energy Joint Powers Agreement

Recommended Action

Adopt resolution, waive full reading, read by title only, and introduce ordinance for first reading.

Funding Source

N/A

Contact: Felix Riesenbergs, 707-428-7481

PUBLIC HEARINGS

14. Public hearing; and

Resolution 2019-289 of the City Council of the City of Fairfield Adopting Hourly Rates for the Community Development Department's Building Division

Recommended Action

Hold public hearing and adopt resolution.

Funding Source

N/A

Contact: Jeff Thomas, 707-428-7442

15. Public Hearing; and

Adoption of Ordinance 2019-09 of the City Council of the City of Fairfield Repealing and Replacing Chapter 8 (Fire Protection) of the Fairfield City Code, Adopting by Reference California Code of Regulations, Title 24, Part 9, known as the 2019 California Fire Code, with Amendments to Reflect Local Conditions, and Adopting by Reference Certain Portions of the 2018 International Fire Code; and

Resolution 2019-290 of the City Council of the City of Fairfield Making Express Findings and Determinations that Amendments of the 2019 California Fire Code, as Adopted by the City of Fairfield are Reasonably Necessary because of Local Climactic, Geological, and/or Topographical Conditions

Recommended Action

Hold public hearing; adopt Ordinance 2019-09; and adopt resolution.

Funding Source

N/A

Contact: Steven Conti, 707-428-7550

ADJOURN TO TUESDAY, DECEMBER 17, 2019, 6:00 P.M., COUNCIL CHAMBER.

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the City of Fairfield to all or a majority of the Fairfield City Council less than 72 hours prior to that meeting are available for public inspection at City Hall, in the 4th floor lobby, 1000 Webster Street, Fairfield, California during normal business hours.

PUBLIC NOTIFICATION


I, Amber Alexander, deputy city clerk, do hereby certify that I have caused a true copy of the above notice and agenda to be delivered to each of the members of the Fairfield City Council, at the time and in the manner prescribed by law and that this agenda was posted at City Hall, 1000 Webster Street, California on Wednesday, November 27, 2019.



AGENDA REPORT

DATE: December 3, 2019

TO: Fairfield Housing Authority Chairman and Commissioners

FROM: Sean P. Quinn, Interim City Manager 

SUBJECT: Resolution HA2019-12 of the Fairfield Housing Authority Adopting the Utility Allowance Increase for Housing Choice Voucher and Project Based Voucher Programs Effective December 31, 2019

RECOMMENDED ACTION

Adopt resolution.

STATEMENT OF ISSUE

The Housing Authority of the City of Fairfield (FHA) is required to conduct an annual review of its Housing Choice Voucher (HCV) Utility Allowances Schedule and update any utility allowance if any rate has increased by 10% or more.

DISCUSSION

FHA contracted with The Nelrod Company to conduct the required study. It was found that all utility rates have increased by at least 10% and must therefore be increased. Utility allowance is intended to enable participating families to pay typical costs and services paid by similar households in the same locality.

The proposed Utility Allowance Schedules for the various unit types in FHA's community are attached as Exhibit A. All proposed utility allowance amounts have been increased to reflect the current rates.

The FHA must update its utility allowances in accordance with HUD requirements. The updated rates must be effective no later than December 31, 2019, in order to comply with regulations.

FINANCIAL IMPACT

Higher utility allowances result in higher subsidy paid to families. Higher subsidy paid results in the FHA being able to afford to assist fewer families. The higher utility allowances will be applied to all families that are responsible for utilities in their unit.

CITY COUNCIL WORKPLAN

Community Safety

Community Infrastructure

Quality of Life

City Council Goal this item supports:

Not Applicable

Project:

Routine item not recommended for inclusion in the Workplan

PUBLIC CONTACT/ADVISORY BODY RECOMMENDATION

N/A

ALTERNATIVE ACTION

The Fairfield Housing Authority can choose to set the utility allowances for water, sewer, and garbage at the new rates. However, doing so will reduce the number of families the FHA can afford to assist.

STAFF CONTACT

Nicole Holloway, Housing Divisions Manager
707-428-7391
nholloway@fairfield.ca.gov

COORDINATED WITH

N/A

ATTACHMENTS:

Proposed Resolution

Exhibit A

FAIRFIELD HOUSING AUTHORITY

RESOLUTION NO. HA2019-12

RESOLUTION OF THE FAIRFIELD HOUSING AUTHORITY ADOPTING THE UTILITY ALLOWANCE INCREASE FOR THE HOUSING CHOICE VOUCHER PROGRAM AND PROJECT BASED VOUCHER PROGRAMS EFFECTIVE DECEMBER 31, 2019

WHEREAS, the Fairfield Housing is required to examine the utility allowance schedule, at least annually, and adjust utility rates that have changes of 10% or more; and

WHEREAS, Nelrod Company conducted an extensive analysis and calculation, and determined that rates have increased over the past year; and

WHEREAS, the FHA has reviewed the utility allowance schedules and have determined that there has been a 20% or more increase in the cost of utilities.

NOW, THEREFORE, THE FAIRFIELD HOUSING AUTHORITY HEREBY RESOLVES:

Section 1. The utility allowance increases as reflected in the Utility Schedule, hereby attached as Exhibit A, be adopted in the Housing Choice Voucher and Project Based Voucher programs effective December 31, 2019.

Section 2. The Executive Director is hereby directed to take all necessary administrative actions to implement this resolution.

PASSED AND ADOPTED this 3rd day of December 2019 by the following vote:

AYES: COMMISSIONERS: PRICE/BERTANI/MOY/TIMM/VACCARO

NOES: COMMISSIONERS: _____

ABSENT: COMMISSIONERS: _____

ABSTAIN: COMMISSIONERS: _____

CHAIRPERSON

ATTEST:

SECRETARY

Utility Allowance Schedule

See Public Reporting and Instructions on back.

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

U.S. Department of Housing and
Urban Development
Office of Public and Indian Housing

OMB Approval
No. 2577-0169
exp. 7/31/2022

Date (mm/dd/yyyy):

Locality:

City of Fairfield Housing Authority, CA

Unit Type: **Apartment/Garden**

Utility or Service:

0 BR

1 BR

2 BR

3 BR

4 BR

5 BR

Monthly Dollar Allowances

Heating

a. Natural Gas (Includes Climate Credit)	\$13.00	\$16.00	\$19.00	\$21.00	\$23.00	\$25.00
b. Bottle Gas/Propane						
c. Electric	\$14.00	\$16.00	\$20.00	\$24.00	\$29.00	\$33.00
d. Electric Heat Pump	\$12.00	\$14.00	\$16.00	\$18.00	\$20.00	\$22.00
e. Oil / Other						

Cooking

a. Natural Gas	\$3.00	\$3.00	\$5.00	\$7.00	\$9.00	\$10.00
b. Bottle Gas/Propane						
c. Electric	\$6.00	\$7.00	\$10.00	\$13.00	\$16.00	\$19.00

Other Electric & Cooling

Other Electric (Lights & Appliances) (Includes Climate Credit)	\$18.00	\$22.00	\$32.00	\$42.00	\$52.00	\$65.00
Air Conditioning	\$6.00	\$7.00	\$10.00	\$12.00	\$15.00	\$18.00

Water Heating

a. Natural Gas	\$7.00	\$8.00	\$11.00	\$15.00	\$19.00	\$22.00
b. Bottle Gas/Propane						
c. Electric	\$14.00	\$16.00	\$21.00	\$25.00	\$29.00	\$34.00
d. Oil / Other						

Water, Sewer, Trash Collection

Water	\$39.00	\$39.00	\$44.00	\$48.00	\$53.00	\$57.00
Sewer	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
Trash Collection	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00

Tenant-supplied Appliances

Range / Microwave Tenant-supplied	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator Tenant-supplied	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00

Other--specify: Monthly Charges

Actual Family Allowances

To be used by the family to compute allowance. Complete below for the actual unit rented.

		Utility or Service	per month cost
Name of Family		Heating	\$
		Cooking	\$
		Other Electric	\$
		Air Conditioning	\$
		Water Heating	\$
Address of Unit		Water	\$
		Sewer	\$
		Trash Collection	\$
		Range / Microwave	\$
		Refrigerator	\$
		Other	\$
Number of Bedrooms		Other	\$
		Total	\$



The Nelrod Company 7/2019 Update

adapted from form HUD-52667
(7/2019)

Utility Allowance Schedule

See Public Reporting and Instructions on back.

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

U.S. Department of Housing and
Urban Development
Office of Public and Indian Housing

OMB Approval
No. 2577-0169
exp. 7/31/2022

Date (mm/dd/yyyy):

Locality:

City of Fairfield Housing Authority, CA

Unit Type: **Row House/Townhouse/Semi-Detached/Duplex**

Utility or Service:

0 BR

1 BR

2 BR

3 BR

4 BR

5 BR

Monthly Dollar Allowances

Heating

a. Natural Gas (Includes Climate Credit)	\$19.00	\$23.00	\$25.00	\$27.00	\$31.00	\$33.00
b. Bottle Gas/Propane						
c. Electric	\$20.00	\$23.00	\$28.00	\$34.00	\$39.00	\$44.00
d. Electric Heat Pump	\$14.00	\$17.00	\$20.00	\$22.00	\$25.00	\$27.00
e. Oil / Other						

Cooking

a. Natural Gas	\$3.00	\$3.00	\$5.00	\$7.00	\$9.00	\$10.00
b. Bottle Gas/Propane						
c. Electric	\$6.00	\$7.00	\$10.00	\$13.00	\$16.00	\$19.00

Other Electric & Cooling

Other Electric (Lights & Appliances) (Includes Climate Credit)	\$23.00	\$28.00	\$41.00	\$55.00	\$71.00	\$87.00
Air Conditioning	\$6.00	\$7.00	\$12.00	\$17.00	\$22.00	\$27.00

Water Heating

a. Natural Gas	\$9.00	\$10.00	\$14.00	\$19.00	\$23.00	\$27.00
b. Bottle Gas/Propane						
c. Electric	\$17.00	\$20.00	\$26.00	\$31.00	\$37.00	\$42.00
d. Oil / Other						

Water, Sewer, Trash Collection

Water	\$39.00	\$39.00	\$44.00	\$48.00	\$53.00	\$57.00
Sewer	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
Trash Collection	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00

Tenant-supplied Appliances

Range / Microwave Tenant-supplied	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator Tenant-supplied	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00

Other--specify: Monthly Charges

Actual Family Allowances

To be used by the family to compute allowance. Complete below for the actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service

per month cost

Heating	\$
Cooking	\$
Other Electric	\$
Air Conditioning	\$
Water Heating	\$
Water	\$
Sewer	\$
Trash Collection	\$
Range / Microwave	\$
Refrigerator	\$
Other	\$
Other	\$
Total	\$



The Nelrod Company 7/2019 Update

11

adapted from form HUD-52667
(7/2019)

Utility Allowance Schedule

See Public Reporting and Instructions on back.

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

U.S. Department of Housing and
Urban Development
Office of Public and Indian Housing

OMB Approval
No. 2577-0169
exp. 7/31/2022

Date (mm/dd/yyyy):

Locality:
City of Fairfield Housing Authority, CA

Unit Type: **Detached House**

Utility or Service:	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR																												
Monthly Dollar Allowances																																		
Heating																																		
a. Natural Gas (Includes Climate Credit)	\$20.00	\$24.00	\$27.00	\$31.00	\$33.00	\$36.00																												
b. Bottle Gas/Propane																																		
c. Electric	\$28.00	\$33.00	\$38.00	\$43.00	\$48.00	\$53.00																												
d. Electric Heat Pump	\$17.00	\$20.00	\$23.00	\$26.00	\$29.00	\$32.00																												
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c. Electric	\$6.00	\$7.00	\$10.00	\$13.00	\$16.00	\$19.00																												
Other Electric & Cooling																																		
Other Electric (Lights & Appliances) (Includes Climate Credit)	\$28.00	\$34.00	\$49.00	\$67.00	\$86.00	\$104.00																												
Air Conditioning	\$5.00	\$5.00	\$12.00	\$19.00	\$26.00	\$32.00																												
Water Heating																																		
a. Natural Gas	\$9.00	\$10.00	\$14.00	\$19.00	\$23.00	\$27.00																												
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Other--specify: Monthly Charges																																		
Actual Family Allowances			<table border="1"> <thead> <tr> <th>Utility or Service</th> <th>per month cost</th> </tr> </thead> <tbody> <tr> <td>Heating</td> <td>\$</td> </tr> <tr> <td>Cooking</td> <td>\$</td> </tr> <tr> <td>Other Electric</td> <td>\$</td> </tr> <tr> <td>Air Conditioning</td> <td>\$</td> </tr> <tr> <td>Water Heating</td> <td>\$</td> </tr> <tr> <td>Water</td> <td>\$</td> </tr> <tr> <td>Sewer</td> <td>\$</td> </tr> <tr> <td>Trash Collection</td> <td>\$</td> </tr> <tr> <td>Range / Microwave</td> <td>\$</td> </tr> <tr> <td>Refrigerator</td> <td>\$</td> </tr> <tr> <td>Other</td> <td>\$</td> </tr> <tr> <td>Other</td> <td>\$</td> </tr> <tr> <td>Total</td> <td>\$</td> </tr> </tbody> </table>				Utility or Service	per month cost	Heating	\$	Cooking	\$	Other Electric	\$	Air Conditioning	\$	Water Heating	\$	Water	\$	Sewer	\$	Trash Collection	\$	Range / Microwave	\$	Refrigerator	\$	Other	\$	Other	\$	Total	\$
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Refrigerator	\$																																	
Other	\$																																	
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Name of Family																																		
Address of Unit																																		
Number of Bedrooms																																		



The Nelrod Company 7/2019 Update

adapted from form HUD-52667
(7/2019)

Utility Allowance Schedule

See Public Reporting and Instructions on back.

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

U.S. Department of Housing and
Urban Development
Office of Public and Indian Housing

OMB Approval
No. 2577-0169
exp. 7/31/2022

Date (mm/dd/yyyy):

Locality:

City of Fairfield Housing Authority, CA

Unit Type: **Mobile Home/Manufactured Home**

Utility or Service:

0 BR

1 BR

2 BR

3 BR

4 BR

5 BR

Monthly Dollar Allowances

Heating

a. Natural Gas (Includes Climate Credit)	\$16.00	\$20.00	\$23.00	\$25.00	\$29.00	\$31.00
b. Bottle Gas/Propane						
c. Electric	\$30.00	\$36.00	\$37.00	\$38.00	\$39.00	\$40.00
d. Electric Heat Pump	\$14.00	\$17.00	\$20.00	\$22.00	\$25.00	\$27.00
e. Oil / Other						

Cooking

a. Natural Gas	\$3.00	\$3.00	\$5.00	\$7.00	\$9.00	\$10.00
b. Bottle Gas/Propane						
c. Electric	\$6.00	\$7.00	\$10.00	\$13.00	\$16.00	\$19.00

Other Electric & Cooling

Other Electric (Lights & Appliances) (Includes Climate Credit)	\$28.00	\$34.00	\$49.00	\$67.00	\$86.00	\$104.00
Air Conditioning	\$6.00	\$7.00	\$11.00	\$16.00	\$21.00	\$25.00

Water Heating

a. Natural Gas	\$9.00	\$10.00	\$14.00	\$19.00	\$23.00	\$27.00
b. Bottle Gas/Propane						
c. Electric	\$17.00	\$20.00	\$26.00	\$31.00	\$37.00	\$42.00
d. Oil / Other						

Water, Sewer, Trash Collection

Water	\$39.00	\$39.00	\$44.00	\$48.00	\$53.00	\$57.00
Sewer	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
Trash Collection	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00

Tenant-supplied Appliances

Range / Microwave Tenant-supplied	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator Tenant-supplied	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00

Other--specify: Monthly Charges

Actual Family Allowances

To be used by the family to compute allowance. Complete below for the actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service

per month cost

Heating	\$
Cooking	\$
Other Electric	\$
Air Conditioning	\$
Water Heating	\$
Water	\$
Sewer	\$
Trash Collection	\$
Range / Microwave	\$
Refrigerator	\$
Other	\$
Other	\$
Total	\$



The Nelrod Company 7/2019 Update

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adapted from form HUD-52667
(7/2019)

Reasonable Accommodation Medical Equipment Allowances

Electric Provider: Pacific Gas & Electric (wtd avg)

Item	Hours per Day	Wattage	Monthly kWh	Energy Charge	Utility Allowance
Oxygen Concentrator	18	400	223	0.14362	\$32.00
Nebulizer	2	75	5	0.14362	\$1.00
Electric Hospital Bed	0.2	200	1	0.14362	\$1.00
Alternating Pressure Pad	24	70	52	0.14362	\$7.00
Low Air-Loss Mattress	24	120	89	0.14362	\$13.00
Power Wheelchair/Scooter	3	360	33	0.14362	\$5.00
Feeding Tube Pump	24	120	89	0.14362	\$13.00
CPAP Machine	10	30	9	0.14362	\$1.00
Leg Compression Pump	24	30	22	0.14362	\$3.00
Dialysis Machine/Equipment	2	710	44	0.14362	\$6.00

Oxygen Concentrator

Use per day varies, assume 12-14 hours a day. The 5-Liter model uses 400 W, the 3-Liter model uses 320 W.

Nebulizer

A medicine delivery system used mostly for pediatric care. Used 4-6 times a day for 20 minutes at a time at 75W.

Semi/Fully Electric Hospital Bed

Use depends on adjustments. 200 W.

Alternating Pressure Pad

An air-filled mattress overlay. Used 24 hours a day for someone who is bed-ridden.

Low Air-Loss Mattress

Takes the place of mattress - air -filled pressurized mattress. Cycles air around every 15-20 minutes.

Power Wheelchairs and Scooters

Need to be charged approximately 8 hours every 3 days. Batteries are 120 V, 3 Amp, 360 W.

Feeding Tube Pump (Continuous Feed)

A pump delivers a constant amount of formula throughout the day or night.

CPAP Machine

For Sleep Apnea. Runs only at night for people who have a tendency to stop breathing at night. At maximum pressure use is 40 Watts. On average - 30 Watts

Leg Compression Pump

Provides intensive compression therapy. Use varies, generally from 8-24 hours daily.

Dialysis Machine/Equipment (Small/Portable)


Filters a patient's blood to remove excess water and waste products. Used 2 hours daily.



AGENDA REPORT

DATE: December 3, 2019

TO: Mayor and City Council

FROM: Sean P. Quinn, Interim City Manager 

SUBJECT: Resolution 2019-277 of the City Council of the City of Fairfield Approving Plans and Specifications and Awarding a Contract to DV Electric Co. for the Lee Bell Neighborhood Park Lighting Improvement Project and Updating the Fiscal Year 2019/2020 Budget

RECOMMENDED ACTION

Adopt resolution.

STATEMENT OF ISSUE

The existing lighting in Lee Bell Neighborhood Park does not meet the City's Park Lighting Standard adopted in 2010. The Lee Bell Park Lighting Improvement Project (Project) will upgrade the existing park lighting to efficient LED lamps, and includes vandal resistant light poles, pull boxes, and loitering deterrents. Adopting this resolution would approve the plans and specifications for the Project; award a contract to DV Electric Co. of San Jose, California; and update the fiscal year 2019/2020 budget.

DISCUSSION

New security level lighting has been introduced into nearly a dozen City parks since 2010. The lighting improvement project includes the introduction of highly efficient LED lamps, vandal resistant light poles and pull boxes, loitering deterrents, and underground infrastructure for future video surveillance equipment.

Bids for the project were opened on October 8, 2019. Seven bids were received and the bid amounts submitted ranged in price from \$537,160.00 to \$734,993.70. The Engineer's Estimate is \$629,000.00.

Staff completed the review of DV Electric Co.'s bid and found it to be in order. Staff recommends awarding the Base Bid work to DV Electric in the amount of \$537,160.

FINANCIAL IMPACT

The construction authorization for this Project will be \$590,876, which is the base bid amount plus a 10% contingency (\$537,160 total base bid + \$53,716 contingency). Partial Funding for the construction of the Project is accounted for in the Parks Capital Project Fund, \$500,000 (Fund 251, Division and

Responsibility 99307), with the additional \$90,876 to be funded by Fund 062 – Bedroom Tax. Finance has confirmed that adequate reserves in Fund 062 exist and that no projects on the 10-year horizon will be jeopardized by this additional expenditure. Funds from Bedroom Tax (\$90,876.00, Fund 062) are to be transferred to the Parks Capital Project Fund (Fund 251, Division and Responsibility 99307) to cover the cost of this Project. In addition, converting the parks outdated lighting system to energy saving LED's will reduce utility bills and long-term maintenance costs.

CITY COUNCIL WORKPLAN

Community Safety

Community Infrastructure

Quality of Life

*Financial and Operational
Sustainability*

Economic Development

*Travis Air Force
Base*

City Council Goal this item supports:

Quality of Life

Project:

#3A.36, Park Lighting

PUBLIC CONTACT/ADVISORY BODY RECOMMENDATION

A notice inviting bids for the lighting project was advertised twice in the Daily Republic on August 30, 2019, and September 6, 2019. In addition, staff emailed a notice of the project construction documents to 17 builder's exchanges in the State of California covering the area from Redding to San Jose and Stockton to Santa Rosa. A total of eight contractors purchased bid documents for the project from the City.

ALTERNATIVE ACTION

If the City Council has any questions on the project or funding, this request may be delayed so staff may provide the necessary information.

STAFF CONTACT

Fred Beiner, Park Planner
707-428-7431
fbeiner@fairfield.ca.gov

COORDINATED WITH

Finance Department, Parks and Recreation Department, Police Department

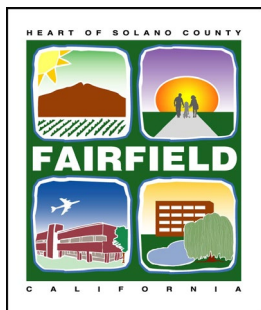
ATTACHMENTS:

Bid Results

Proposed Resolution

REVIEWERS:

Reviewer	Action	Date
Panganiban, Ryan	Approved	11/21/2019 - 9:05 PM
Kaushal, Paul	Approved	11/21/2019 - 9:06 PM
Alexander, Amber	Approved	11/25/2019 - 5:10 PM
Alexander, Amber	Approved	11/26/2019 - 6:27 PM



**City of Fairfield
Public Works Department**

Lee Bell Neighborhood Park Lighting Improvements

NAME OF PROJECT

October 8, 2019, 2:00 p.m.

DATE OF BID

NO.	BIDDER	AMOUNT *
1	DV Electric Co. San Jose, CA	\$537,160.00
2	JB Electric & Construction, Inc. Fairfield, CA	\$579,557.25*
3	St. Francis Electric, LLC San Leandro, CA	\$633,825.00
4	Kerex Engineering, Inc. Pleasant Hill, CA	\$638,598.00
5	Lord's Electric, Inc. Sacramento, CA	\$670,800.00*
6	ARAM Electric, Inc. San Leandro, CA	\$734,993.61*
7	Mike Brown Electric Co. Cotati, CA	\$1,260,115.00*
	*bid amount changed due to error	
	Engineer's Estimate	\$629,000.00

*Note: This bid summary shows the bids in order as opened but is not a determination of award, responsiveness, or responsibility of bids received. The values computed are values based on Staff's interpretation of the bids, correction of mathematical errors and assumptions made where ambiguous and/or illegible entries are encountered during the review process.

CITY OF FAIRFIELD

RESOLUTION NO. 2019 - 277

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD APPROVING
PLANS AND SPECIFICATIONS AND AWARDED A CONTRACT TO DV ELECTRIC
CO. FOR THE LEE BELL NEIGHBORHOOD PARK LIGHTING IMPROVEMENT
PROJECT AND UPDATING THE FISCAL YEAR 2019/2020 BUDGET**

WHEREAS, the bid opening for the Lee Bell Neighborhood Park Lighting Improvement Project took place on October 8, 2019; and

WHEREAS, the apparent low bidder was DV Electric Co., in the amount of \$537,160; and

WHEREAS, staff has reviewed the bid documents from DV Electric Co. and found them to be in order; and

WHEREAS, staff is recommending the City Council award the contract to DV Electric Co. as the lowest responsive and responsible bidder in the amount of \$537,160 bidder; and

WHEREAS, the revised appropriation constitutes an update to the 2019-2020 Budget approved pursuant to Resolution No. 2019-150.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FAIRFIELD HEREBY
RESOLVES:**

Section 1. The plans and specifications for the Lee Bell Neighborhood Park Lighting Improvement Project are hereby approved.

Section 2. The City Manager is authorized to enter into a contract with DV Electric Co. for the Lee Bell Neighborhood Park Lighting Improvement Project in the amount of \$537,160.

Section 3. The City Manager is authorized to enter into an escrow agreement for security deposits in lieu of retention for said contract, if necessary.

Section 4. The City Manager is hereby authorized to do all things necessary to implement the above-mentioned agreement.

Section 5. The City Council hereby approves that appropriation of \$90,876 in unrestricted fund balance in Fund 062 Bedroom Tax transferred to Fund 251 Parks Capital Project Fund, Division and Responsibility Code 99307, for Lee Bell Neighborhood Park Lighting Improvement Project.

	FY19-20 Original	FY19-20 Revised
Fund 062 Bedroom Tax Transferred to Fund 251 Parks Capital Project Fund	\$0	\$90,876.00
Fund 251 99307 Parks Capital Project Fund (TOTAL)	\$500,000.00	\$590,876.00

PASSED AND ADOPTED this 3rd day of December, 2019, by the following vote:

AYES: COUNCILMEMBERS: PRICE/BERTANI/MOY/TIMM/VACCARO

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

MAYOR

ATTEST:


CITY CLERK



AGENDA REPORT

DATE: December 3, 2019

TO: Mayor and City Council

FROM: Sean P. Quinn, Interim City Manager 

SUBJECT: Resolution 2019-278 of the City Council of the City of Fairfield Authorizing Execution of the Train Station Parcel Map

RECOMMENDED ACTION

Adopt resolution.

STATEMENT OF ISSUE

The City acquired portions of properties during the concept planning and design development of the Peabody Road Overpass and Fairfield-Vacaville Hannigan Train Station project (Train Station). With the recent completion of the Train Station, and as part of the project close out process, the City proposes filing a parcel map to create three parcels and dedicated right-of-way to eliminate the odd shaped parcels that currently exist on the property.

DISCUSSION

The City of Fairfield owns a 7.25-acre parcel of land situated southeast of Peabody and Vanden Roads. City developed the Train Station to serve regional commuter needs. Tom Hannigan Way and Transit Center Road lie within this land and need to be dedicated to the City of Fairfield as street right of way. A parcel map is the simplest way to create parcels in compliance with the Subdivision Map Act. The existing land uses will not be impacted.

The proposed parcel map conforms to the tentative parcel map approved May 14, 2019. Adoption of the attached resolution will authorize execution of this map. Staff supports approval of this resolution.

FINANCIAL IMPACT

There are no direct costs for the City of Fairfield in connection with this request.

CITY COUNCIL WORKPLAN

Community Safety

Financial and Operational

Sustainability

Community Infrastructure

Economic Development

Quality of Life

*Travis Air Force
Base*

City Council Goal this item supports:

Economic Development

Project:

Not Applicable

PUBLIC CONTACT/ADVISORY BODY RECOMMENDATION

N/A

ALTERNATIVE ACTION

If the City Council has any questions, this item may be delayed so that staff may provide the necessary backup.

STAFF CONTACT

Trisha Curran, Senior Engineering Technician
(707) 428-7471
tcurran@fairfield.ca.gov

COORDINATED WITH

N/A

ATTACHMENTS:

Proposed Resolution

Proposed Train Station Parcel Map

REVIEWERS:

Reviewer	Action	Date
Panganiban, Ryan	Approved	11/18/2019 - 5:08 PM
Kaushal, Paul	Approved	11/18/2019 - 7:03 PM
Alexander, Amber	Approved	11/19/2019 - 12:33 PM
Alexander, Amber	Approved	11/26/2019 - 6:28 PM

CITY OF FAIRFIELD

RESOLUTION NO. 2019 - 278

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD AUTHORIZING
EXECUTION OF THE TRAIN STATION PARCEL MAP**

WHEREAS, the City Council approves reconfiguration of the Train Station parcel; and

WHEREAS, acquisition of this land was facilitated by the City to construct the Train Station; and

WHEREAS, the parcel map, Exhibit A, is in substantial compliance with the previously approved tentative parcel map; and

WHEREAS, the City Council has the authority to pass a resolution to authorize an officer or agent to create and convey property interests from said City of Fairfield.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY
RESOLVES:**

Section 1. The City Manager is hereby authorized to execute on behalf of the City of Fairfield the parcel map and all other necessary documents.

PASSED AND ADOPTED this 3rd day of December, 2019, by the following vote:

AYES: COUNCILMEMBERS: PRICE/BERTANI/MOY/TIMM/VACCARO

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

MAYOR

ATTEST:

CITY CLERK

OWNER'S STATEMENT

The undersigned does hereby state that they are the only party having record title interest in the real property embraced within the distinctive border upon sheet 2 of 2 of that certain map entitled "The Parcel Map of the Lands of City of Fairfield", this statement being on sheet 1 of 2 sheets of said map; that they consent to the preparation and filing of said map, that said map particularly sets forth the dimensions of all parcels intended for sale; and that each parcel is designated thereon by a number.

Further, the same undersigned does hereby dedicate in fee to The City of Fairfield those streets designated as Peabody Road, Vanden Road, Transit Center Road, and Tom Hannigan Way for public street and utility purposes.

Further, the same undersigned does hereby dedicate to The City of Fairfield non-exclusive easements over those strips of land designated on this map as "Public Service Easement" (P.S.E.).

In witness thereof, the undersigned have caused their names to be subscribed this ____ of _____, 2019.

City of Fairfield, a municipal corporation.

By: _____
Sean P. Quinn, Interim City Manager

OWNER'S ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____, 2019, before me, _____, a

Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand

Signature: _____

Print Name: _____

Commission No. _____

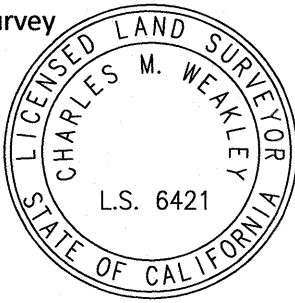
My commission expires _____

Principal County of Business _____

SURVEYOR'S STATEMENT

This map was prepared by me or under my direction and is based upon a field survey in conformance with the requirements of the Subdivision Map Act and local ordinance at the request of the City of Fairfield in August, 2013 and July 2019. I hereby state that this Parcel Map substantially conforms to the approved or conditionally approved Tentative Map, if any, that all monuments are of the character and occupy the positions indicated on or before the 30th day of December, 2019; that said monuments are/will be sufficient to enable the survey to be retraced.

Dated: 10/24/19 _____
Charles M. Weakley, L.S. 6421



CITY ENGINEER'S STATEMENT

I hereby state that I have examined this map and have found that the subdivision shown hereon is substantially the same as it appeared on the Tentative Parcel Map and any approved alterations thereof; that the map conforms to Chapter 2 of the Subdivision Map Act; and that the map complies with local ordinances applicable at the time of approval of said Tentative Map

Date: _____
Ryan N. Panganiban, R.C.E. 74795
Interim City Engineer
City of Fairfield, California



CITY SURVEYOR'S STATEMENT

I hereby state that I have examined this map and have found I am satisfied that the survey data shown thereon is technically correct.

Date: _____
Michael J. Middleton, R.C.E. 29485
City Surveyor
City of Fairfield, California



DEPARTMENT OF COMMUNITY DEVELOPMENT STATEMENT

This map has been examined this _____ day of _____, 2019, and conforms to the Tentative Map reviewed and approved or conditionally approved on May 14, 2019.

David M. Feinstein
Planning Division Manager
Department of Community Development
City of Fairfield, California

DEDICATION ACCEPTANCE STATEMENT

I, Ryan N. Panganiban, Interim City Engineer of the City of Fairfield, County of Solano, State of California, do hereby accept on behalf of the City of Fairfield all offers of dedication in the Owner's Statement above.

In witness whereof, I have hereunto set my hand this ____ day of _____, 2019

Ryan N. Panganiban, R.C.E. 74795
Interim City Engineer
City of Fairfield, California

COUNTY TAX COLLECTOR'S STATEMENT

I, Charles Lomeli, County Tax Collector of Solano County, California, do hereby state that according to the records of this office, there are no liens against this subdivision or any part thereof for unpaid State, County, Municipal or local taxes, except taxes for special assessments not yet payable.

I also state that a good and sufficient bond to the benefit of Solano County has been

filed with this office in the sum of \$ _____, which is the amount estimated by the Assessor of Solano County as being a lien, but not yet payable for taxes and special assessments against the land constituting this subdivision; and that all certificates required under the provisions of section 66492 and 66493 of the Government Code have been filed.

This certificate void after _____. File No. _____.

Dated: _____, 2019. _____
Charles Lomeli
County Tax Collector of
Solano County, California

By: _____
Deputy

COUNTY ASSESSOR/RECORDER'S STATEMENT

Filed this _____ day of _____, 2019, at the hour of _____ O'clock, ____m. in

Book _____ of Parcel Maps at Page _____ in the office of the County Assessor/Recorder in the County of Solano, State of California, at the request of Mountain Pacific Surveys.

Marc C. Tonnesen
County Assessor/Recorder
County of Solano
State of California

By: _____ Deputy

PARCEL MAP
FAIRFIELD/VACAVILLE TRAIN STATION

Being a division of all of Blocks 1, 4, 5, and A, and portions of Bowen Ave., Blewett Ave., Grove Ave., Market St., and State Blvd., all as shown on the map entitled "Map of the Town of Vanden" filed for record November 8, 1916 in Book 3 of Maps, at Page 41, in the office of the Solano County Recorder.

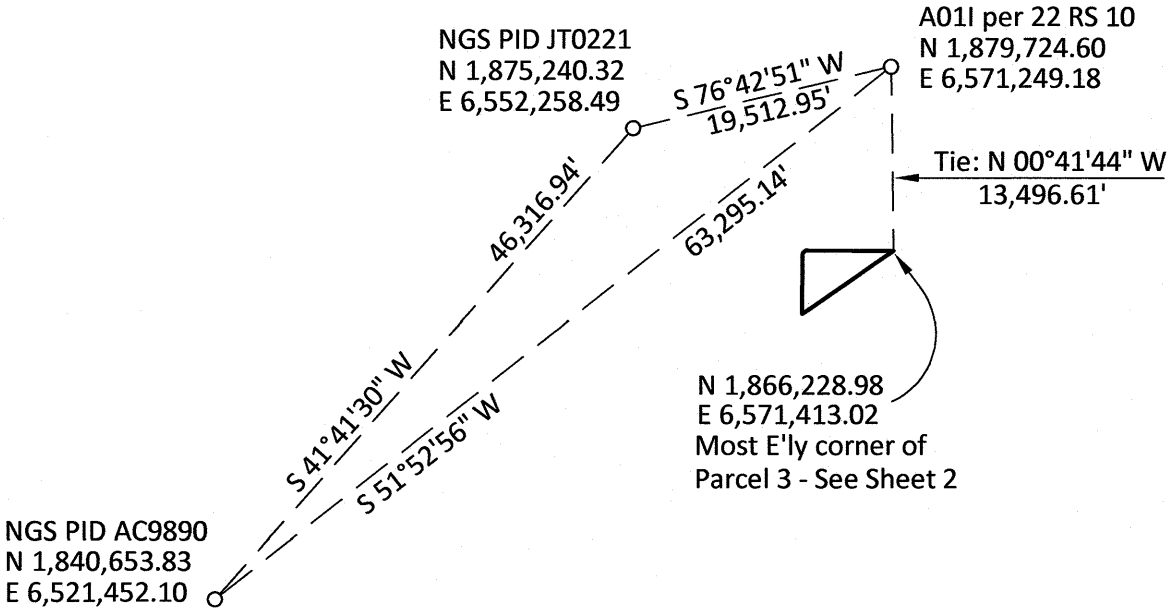
City of Fairfield Solano County California

October, 2019 Sheet 1 of 2

Prepared By:



1735 Enterprise Dr, Suite 109
Fairfield, CA 94533
PH (707) 425-6234
FAX (707) 425-1969



BASIS OF BEARINGS


Bearings, distances, and coordinates shown hereon are based upon the California Coordinate System, Zone 2 (NAD 83 epoch 2007.0), as established from G.P.S. ties to N.G.S PID's AC9890 and JT0221, and monument A011 per 22 RS 10 (a HTDP correction was applied to A011 to achieve a 2007.0 epoch). All distances are grid; to obtain ground level distances multiply grid distances by 0.99998830. (For all practical purposes grid distances and ground distances can be considered to be equal for any distance less than 1000' in length throughout the area of this survey.)



AGENDA REPORT

DATE: December 3, 2019

TO: Mayor and City Council

FROM: Sean P. Quinn, Interim City Manager 

SUBJECT: Resolution 2019-279 of the City Council of the City of Fairfield Summarily Vacating a Public Utility Easement Located Within the Lands of the Fairfield-Vacaville Hannigan Train Station

RECOMMENDED ACTION

Adopt resolution.

STATEMENT OF ISSUE

With the recent completion of the Fairfield-Vacaville Hannigan Train Station (Train Station) construction, there is an existing public utility easement which is no longer needed. Adopting this resolution would allow for the vacation of this easement.

DISCUSSION

Located at the southeast corner of Peabody and Vanden Roads, the Train Station land includes 1.5-acres of land formerly known as State Boulevard. In 2001, this 1.5-acre parcel was located within unincorporated Solano County and served as a public roadway. The Solano County Board of Supervisors vacated this road, reserving a public utility easement. However, with the recent completion of the Train Station, the City no longer has use for the public utility easement, which has not been used for the purpose for which it was reserved. Staff have received letters from PG&E, AT&T, and Comcast, confirming that they have no utility facilities within this corridor.

The California Streets and Highways Code authorizes the City Council to vacate public utility easements if they are not required for utility purposes. Staff agrees that the proposed vacation is appropriate.

FINANCIAL IMPACT

None.

CITY COUNCIL WORKPLAN

Community Safety

Community Infrastructure

Quality of Life

City Council Goal this item supports:

Economic Development

Project:

Not Applicable

PUBLIC CONTACT/ADVISORY BODY RECOMMENDATION

N/A

ALTERNATIVE ACTION

If the City Council has any questions, approval may be postponed until the questions are addressed. The City Council could also decide not to approve the proposed vacation.

STAFF CONTACT

Trisha Curran, Senior Engineering Technician
(707) 428-7471
tcurran@fairfield.ca.gov

COORDINATED WITH

City Attorney's Office

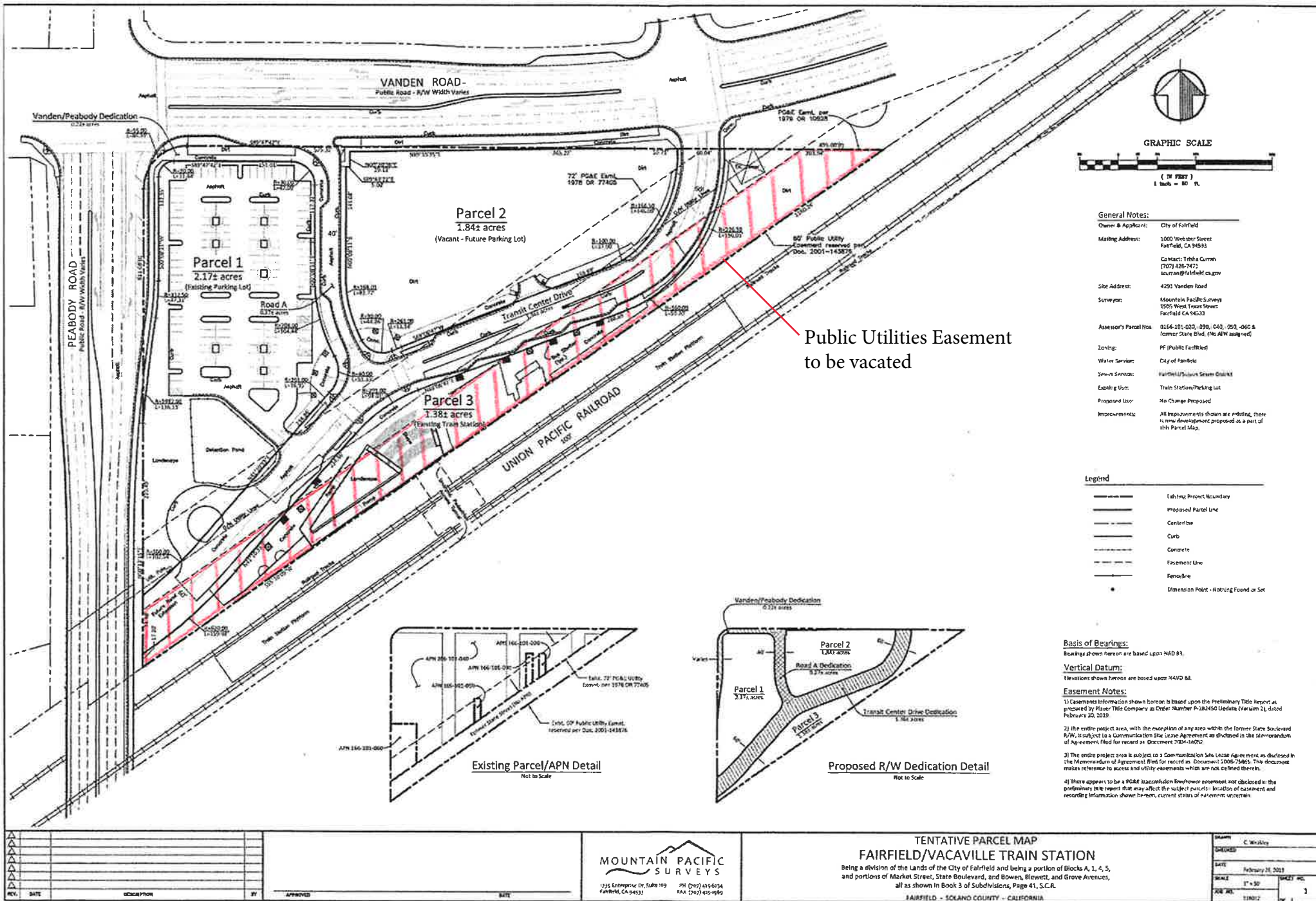
ATTACHMENTS:

Proposed Vacation Map

Proposed Resolution

REVIEWERS:

Reviewer	Action	Date
Panganiban, Ryan	Approved	11/18/2019 - 5:07 PM
Kaushal, Paul	Approved	11/18/2019 - 7:03 PM
Alexander, Amber	Approved	11/19/2019 - 1:38 PM
Alexander, Amber	Approved	11/26/2019 - 6:28 PM



CITY OF FAIRFIELD

RESOLUTION NO. 2019 - 279

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD
SUMMARILY VACATING A PUBLIC UTILITY EASEMENT LOCATED WITHIN THE
LANDS OF THE FAIRFIELD-VACAVILLE HANNIGAN TRAIN STATION**

WHEREAS, Chapter 4 of the California Streets and Highways Code, Division 9, Part 3, authorizes the City Council to summarily vacate streets, highways, and public service easements if said easements or portions thereof are not required for street and utility purposes; and

WHEREAS, an applicant has filed an application with the City of Fairfield ("City") to vacate the public utility easement reserved in Resolution No. 2001-256 of the Solano County Board of Supervisors (Board) and recorded December 7, 2001 as Document No. 2001-00143876, Solano County Records; and

WHEREAS, the City of Fairfield, as successor-in-interest to the Board, has no further use for the public utility easement, which has not been used for the purpose for which it was reserved; and

WHEREAS, pursuant to California Streets and Highways Code Section 8333(a), the City Council may summarily vacate a public service easement if the easement has not been used for the purpose for which it was dedicated or acquired for five consecutive years immediately preceding the proposed vacation.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. The City Council finds and determines that the recitals contained herein are true and correct.

Section 2. The City Council hereby finds that the vacation of the public utility easement is consistent with the City of Fairfield General Plan.

Section 3. Pursuant to the authority granted in Section 8330 *et seq.* of the California Streets and Highways Code, the City Council hereby summarily vacates the public utility easement and any and all interests that the City may have therein. Upon the recordation of this resolution, the Public Utility Easement is vacated hereby and shall no longer constitute public service easement of the City.

Section 4. The City Clerk shall:

- a. Certify the adoption of this Resolution.
- b. Cause a certified copy of this Resolution to be recorded in the office of the Recorder of the County of Solano in accordance with the provisions of California Streets and Highways Code, Section 8336.
- c. Within fifteen (15) days of the adoption of this Resolution, the City Clerk shall give written notice of the vacation to any local agency requesting such notice pursuant to the applicable law.

PASSED AND ADOPTED this 3rd day of December, 2019.

STATE OF CALIFORNIA
COUNTY OF SOLANO ss.
CITY OF FAIRFIELD

I, _____, City Clerk of the City of Fairfield, County of Solano, State of California do hereby certify that the foregoing Resolution No. 2019-279 was regularly adopted by the City Council of said City of Fairfield at a regular meeting of said council held on the 3rd day of December, 2019, by the following vote:

AYES: COUNCILMEMBERS: PRICE/BERTANI/MOY/TIMM/VACCARO

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

MAYOR

ATTEST:


CITY CLERK



AGENDA REPORT

DATE: December 3, 2019

TO: Mayor and City Council

FROM: Sean P. Quinn, Interim City Manager 

SUBJECT: Resolution 2019-280 of the City Council of the City of Fairfield Approving the Plans and Specifications and Awarding a Contract to Dominguez Landscape for the Smith Ranch (Rancho Solano) Landscape Maintenance District

RECOMMENDED ACTION

Adopt resolution.

STATEMENT OF ISSUE

This resolution approves the plans and specifications for the landscape maintenance of the Smith Ranch (Rancho Solano) Landscape Maintenance District and awards a 24-month contract to Dominguez Landscape in the amount of \$1,032,408.

DISCUSSION

The contract provides for the landscape and irrigation maintenance of the Smith Ranch (Rancho Solano) Landscape Maintenance District. The scope of work for this contract was based on the existing maintenance contract responsibilities and projected growth within the district boundaries, including all labor, materials, equipment and other services necessary for the complete maintenance of all landscaping and irrigation within the district. The City's Landscape Maintenance Section within the Public Works Operations Division will oversee the work to ensure compliance with the contract requirements. This is a 24-month contract with provisions that allow for extensions of the contract for three additional 24-month terms, upon mutual agreement of the City and Contractor.

Any extension(s) would have the same terms and conditions, including a negotiated compensation adjustment not to exceed the October CPI of the current contract year for the San Francisco/Bay Area Urban Wage Earner. Additional work items can be added at a cost negotiated between the Contractor and the City prior to beginning the work.

Three bids were received and opened on November 8, 2019. The bids ranged in price from a low of \$1,032,408 to a high of \$1,899,984 for the 24-month term. The Engineer's Estimate is \$708,435 and based on the last contract rate for this area from 2014 plus a cost inflator. Staff believes bids are higher than expected because of a limited work force, and adjustments in the market demands for

maintenance services. Therefore, staff does not believe rebidding the project would result in lower bid results.

The apparent low bidder was Dominguez Landscape. Staff reviewed Dominguez Landscape's bid and found it to be in order. Dominguez Landscape is appropriately licensed in the State of California to perform this type of work and are currently providing landscaping maintenance services under separate contracts for the City of Fairfield.

The increase in contract maintenance costs will result in the annual district maintenance expenses exceeding the annual revenue. There is sufficient funding within the district reserve balances to fund the contract for the 24 month term. However, adjustment of the annual assessment or existing service level will likely be required in the future.

FINANCIAL IMPACT

Of the \$1,032,408 total contract amount, \$961,662 will be funded through the Smith Ranch (Rancho Solano) Landscape Maintenance District (Fund 075, Division and Responsibility Code 68001). This portion is funded through special assessments on the properties within the District boundaries. The General Fund (Fund 011, Division and Responsibility Code 68001) will contribute \$35,373 annually for median landscape within the public right away for a total amount of \$70,746 (\$35,373 annually for 24-month period) per Resolution No. 1991-213B. The Landscape Maintenance District has adequate reserves to cover the cost of the new contract. Staff will continue to monitor and recommend any changes in future fiscal years to adequately fund the services and maintain adequate reserve balances.

CITY COUNCIL WORKPLAN

Community Safety

Community Infrastructure

Quality of Life

*Financial and Operational
Sustainability*

Economic Development

*Travis Air Force
Base*

City Council Goal this item supports:

Financial and Operational Sustainability

Project:

Not Applicable

PUBLIC CONTACT/ADVISORY BODY RECOMMENDATION

The maintenance contract was noticed in the local newspaper. In addition, staff mailed complete bid package to a total of 17 builder's exchanges covering the area from Redding to Sacramento, the San Francisco Bay Area, and the Central Valley to San Diego. A total of three contractors purchased bid documents for this project.

ALTERNATIVE ACTION

If the City Council has any questions, this item may be delayed so that staff may provide the necessary backup.

STAFF CONTACT

Thomas Martian, Construction Manager
(707) 428-7478
tmartian@fairfield.ca.gov

COORDINATED WITH

N/A

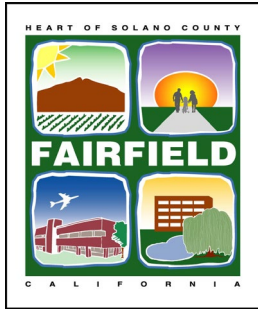
ATTACHMENTS:

Bid Results

Proposed Resolution

REVIEWERS:

Reviewer	Action	Date
Panganiban, Ryan	Approved	11/18/2019 - 5:02 PM
Kaushal, Paul	Approved	11/18/2019 - 7:02 PM
Alexander, Amber	Approved	11/19/2019 - 12:25 PM
Alexander, Amber	Approved	11/26/2019 - 6:28 PM



**City of Fairfield
Public Works Department**

**Landscape Maintenance District No. 5 Smith Ranch
(Rancho Solano)**

NAME OF PROJECT

November 8, 2019, 2:00 p.m.

DATE OF BID

NO.	BIDDER	AMOUNT *
1	Dominguez Landscape Sacramento, CA	\$1,032,408.00
2	New Image Fremont, CA	\$1,285,877.00
3	Odyssey Companies Lodi, CA	\$1,899,984.00
Engineer's Estimate		\$708,435.00; two year contract

*Note: This bid summary shows the bids in order as opened but is not a determination of award, responsiveness, or responsibility of bids received. The values computed are values based on Staff's interpretation of the bids, correction of mathematical errors and assumptions made where ambiguous and/or illegible entries are encountered during the review process.

CITY OF FAIRFIELD

RESOLUTION NO. 2019 - 280

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD APPROVING
THE PLANS AND SPECIFICATIONS AND AWARDED A CONTRACT TO
DOMINGUEZ LANDSCAPE FOR THE SMITH RANCH (RANCHO SOLANO)
LANDSCAPE MAINTENANCE DISTRICT**

WHEREAS, the bid opening for the landscape maintenance of Landscape Maintenance District – Smith Ranch (Rancho Solano) took place on November 8, 2019; and

WHEREAS, the apparent low bidder was Dominguez Landscape with a bid in the amount of \$1,032,408.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY
RESOLVES:**

Section 1. The specifications for the Landscape Maintenance of Landscape Maintenance District Smith Ranch (Rancho Solano) are hereby approved.

Section 2. The City Manager is authorized and directed to enter into a contract with Dominguez Landscape in the amount of \$1,032,408.

Section 3. The Director of Public Works is authorized to extend the contract for three additional 24-month extensions with the same terms and conditions including a negotiated adjustment not to exceed the October CPI, of the current contract year, for the San Francisco/Bay Area Urban Wage Earner.

Section 4. The Director of Public Works is authorized to implement the above-mentioned contract.

PASSED AND ADOPTED this 3rd day of December, 2019, by the following vote:

AYES: COUNCILMEMBERS: PRICE/BERTANI/MOY/TIMM/VACCARO

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

MAYOR

ATTEST:


CITY CLERK



AGENDA REPORT

DATE: December 3, 2019

TO: Mayor and City Council

FROM: Sean P. Quinn, Interim City Manager 

SUBJECT: Resolution 2019-281 of the City Council of the City of Fairfield Authorizing Execution of an Agreement between the City of Fairfield and Boyett Petroleum for the Provision and Delivery of Renewable Diesel at the City of Fairfield Corporation Yard

RECOMMENDED ACTION

Adopt resolution.

STATEMENT OF ISSUE

A supply of renewable diesel fuel is required to operate the City's fleet. Adopting the resolution will award a one-year contract to Boyett Petroleum, for the provision and delivery of renewable diesel.

DISCUSSION

On an annual basis, the various operations at the Public Works Corporation Yard consume approximately 450,000 gallons of renewable diesel. Fairfield and Suisun Transit (FAST) buses account for approximately 90% of the total consumption, other non-general fund enterprise activities account for approximately 4%, and general fund use accounts for approximately 6%.

On March 15, 2016, City of Fairfield City Council approved Resolution 2016-61 implementing the staff recommended FAST Alternative Fuels and Fleet Replacement Policy. One aspect of the policy recommends the use of renewable diesel as a drop in replacement for standard diesel to reduce tailpipe emissions. Renewable diesel, which is made from waste and residues, reduces City greenhouse gas emissions by up to 80%. This reduction in tailpipe emissions contributes to improving local and regional air quality, mandated by the State of California. These reductions in emissions are part of the City's overall plan to meet the California Air Resources Board (CARB) Innovative Clean Transit regulation. Using renewable diesel is a CARB approved transitional fuel that FAST may use while emerging technologies are proven reliable.

Due to the volatility of the fuel market, suppliers generally structure pricing as the OPIS (Oil Price Information Service) rack rate (wholesale) per gallon plus the supplier's fee per gallon. The OPIS rack rate fluctuates daily and is based on the current cost for a barrel of oil. This pricing structure allows the wholesale cost to reflect changes in the fuel market while the supplier's per gallon fee remains fixed.

On September 25, 2019, the City of Fairfield issued an Invitation for Bid for the provision and delivery of renewal diesel fuel. Based on an average OPIS rack rate and the estimated annual consumption by the City, the suppliers were asked to provide pricing for each fuel type in the format of OPIS rack rate plus or minus supplier fee.

Five suppliers responded to the solicitation for the provision and delivery of renewal diesel fuel to the City of Fairfield. The suppliers who responded were Boyett Petroleum, Pinnacle Petroleum, Inc., Ramos Oil, Van De Pol Enterprises, Inc., and Western States Oil (STL). Eight suppliers that were sent bid documents did not respond.

Bids were opened on October 23, 2019 with Boyett Petroleum providing the lowest responsive and responsible bid. Boyett Petroleum will supply renewable diesel fuel at the OPIS rack rate minus \$0.0317 per gallon an estimated 1-year contract cost of \$1,083,915.

The suppliers' bid ranking with estimated contract cost based on an average annual wholesale fuel cost per gallon is as follows:

Company	Renewable Diesel Rate	Estimated Contract Cost
Boyett Petroleum	OPIS - \$0.0317	\$1,083,915
Ramos Oil	OPIS - \$0.0275	\$1,085,805
Van De Pol Enterprises, Inc.	OPIS = \$0.0000	\$1,098,180
Western States Oil (STL)	OPIS = \$0.0000	\$1,098,180
Pinnacle Petroleum, Inc.	OPIS + \$0.0123	\$1,103,715

The contract provisions are a one-year contract with a one-year extension option.

FINANCIAL IMPACT

The fuel provisions and delivery contract cost will be supported by the Fleet Management Division Fund (Fund 511, Division and Responsibility 74001) and the fund will be reimbursed using specific local and state transportation revenue sources, Federal Transit Administration (FTA) funds, non-general fund enterprise accounts and some general fund monies. The total estimated cost of the one-year contract is \$1,083,915.

CITY COUNCIL WORKPLAN

Community Safety

Community Infrastructure

Quality of Life

Financial and Operational

Economic Development

Travis Air Force

Sustainability

Base

City Council Goal this item supports:

Financial and Operational Sustainability

Project:

Routine item not recommended for inclusion in the Workplan

PUBLIC CONTACT/ADVISORY BODY RECOMMENDATION

N/A

ALTERNATIVE ACTION

The Council could reject all bids and not approve the agreement. However, this is not recommended as

the City would be left without a fuel contract, necessitating paying retail rates for fuel.

STAFF CONTACT

David Renschler, Fleet Manager
(707) 428-7414
drenchler@fairfield.ca.gov

COORDINATED WITH

City Attorney's Office, Finance Department, Fairfield and Suisun Transit

ATTACHMENTS:

Proposed Resolution

Proposed Agreement

REVIEWERS:

Reviewer	Action	Date
Panganiban, Ryan	Approved	11/18/2019 - 6:31 PM
Kaushal, Paul	Approved	11/18/2019 - 7:02 PM
Alexander, Amber	Approved	11/19/2019 - 12:27 PM
Alexander, Amber	Approved	11/26/2019 - 6:29 PM

CITY OF FAIRFIELD

RESOLUTION NO. 2019 - 281

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD AUTHORIZING
EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF FAIRFIELD AND
BOYETT PETROLEUM FOR THE PROVISION AND DELIVERY OF RENEWABLE
DIESEL AT THE CITY OF FAIRFIELD CORPORATION YARD**

WHEREAS, the City of Fairfield has solicited bids for furnishing and delivering renewable diesel fuel; and

WHEREAS, Boyett Petroleum ranked the lowest priced responsive and responsible bidder; and

WHEREAS, Boyett Petroleum has agreed to enter into an agreement directly with the City of Fairfield to provide and deliver renewal diesel fuel to the Corporation Yard at the bid price.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY
RESOLVES:**

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City of Fairfield the attached Contract for Purchase of Renewable Diesel Fuel with Boyett Petroleum for the provision and delivery of renewable diesel in the amounts not to exceed the rates as follows:

- Renewable Diesel: OPIS rack rate minus \$0.0317 per gallon

Section 2. The Public Works Director is hereby authorized to do all things necessary and proper to implement the Agreement in addition to approving and executing up to a one-year extension option of the Agreement.

PASSED AND ADOPTED this 3rd day of December, 2019, by the following vote:

AYES: COUNCILMEMBERS: PRICE/BERTANI/MOY/TIMM/VACCARO

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

MAYOR

ATTEST:

CITY CLERK

Contract

CONTRACT FOR PURCHASE OF RENEWABLE DIESEL FUEL

This Contract is made and entered into by and between the City of Fairfield (City), a municipal corporation and Stan Boyett and Son, Inc. DBA Boyett Petroleum (Contractor), a Corporation in good standing under the laws of the State of California as of this _____ day of _____, 20____.

RECITALS

Whereas, City issued an Invitation For Bids ("IFB") on Sept 25, 2019 for the purchase and delivery of Renewable Diesel Fuel to be delivered during the term of this Contract and the IFB Documents attached and incorporated herein as Exhibit A; and

Whereas, Contractor submitted a Bid dated October 23, 2019, a copy of which is attached and incorporated herein as Exhibit B; and

Whereas, the City Council of the City of Fairfield has passed Resolution No. 2019-_____ to award this contract to Contractor; and

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises, covenants, and conditions contained herein, the parties agree as follows:

1. **Furnishing and Delivery of Specified Fuels:** Subject to the terms and conditions contained herein, City agrees to purchase from Contractor and Contractor agrees to sell to City Renewable Diesel Fuel in accordance with the IFB and Contractor's Bid Form during the initial contract term.
2. **Contract Term:** The term of the Contract shall be for a one (1) year term, commencing upon issuance of a Notice to Proceed. City reserves the right, in its sole discretion, to exercise one one-year option term, which shall be subject to the same terms and conditions set herein. The base term and any option term(s) is subject to City's right to terminate the Contract in accordance with Exhibit A.
3. **Incorporation by Reference:** The following documents, and each and every term and condition included therein, are incorporated herein by reference as though fully set forth at this point:
 - a. **City Documents:** City Invitation For Bids and any addenda thereto. Copies of said documents are attached hereto and marked Exhibit A.
 - b. **City Documents:** Contractor's Bid dated October 23, 2019 and is attached hereto and marked Exhibit B.

4. **Precedence of Documents:** Except as otherwise provided in this Agreement, in the event of any conflict between the documents set forth in Sections 3(a) and the documents set forth in Section 3(b), the conflict shall be resolved by giving the documents set forth in Section 3(a) precedence over the documents set forth in Section 3(b).

5. **Compensation and Method of Payment:** The cost per gallon of Renewable Diesel Fuel shall be in accordance with Exhibit B.

City shall pay to the contractor the full contract price for each delivery within thirty (30) days after receipt by City of said delivery and receipt of an approved invoice from Contractor.

6. **Time of Performance:** Each delivery shall be completed within twenty-four (24) hours of requested delivery time of an order. Failure to comply with this schedule shall subject Contractor to remedies as shall be available to the City.

7. **Amendment:** This Contract, and any of the exhibits to it, may be amended at any time, but only upon the prior written approval of both parties.

8. **Remedies Cumulative:** The remedies conferred by this Contract upon City are not intended to be exclusive, but are cumulative and in addition to all other remedies provided by law.

9. **Successors and Assigns:** This Contract shall be binding upon and inure to the benefit of City and Contractor and their respective successors in interest and assigns.

10. **Waiver:** No waiver of any breach of the terms, conditions, or covenants of this Contract shall be construed to be a waiver of any succeeding breach of the same or any other covenants, conditions, or terms of this Contract.

11. **Notices:** Any notices, demands, or elections required or permitted to be given or made hereunder shall be in writing and shall be personally delivered or mailed by certified or registered mail, return receipt requested, addressed to the respective parties as follows:

City
David Renschler, Fleet Manager
City of Fairfield
Vehicle Maintenance Division
420 Gregory Street
Fairfield, CA 94533

Contractor
Kristine Katz, Account Executive
Boyett Petroleum
601 McHenry Avenue
Modesto, CA 95350

12. **Insurance:** Prior to City issuing a Notice to Proceed, Contractor shall submit all required insurance certificates to City, in accordance with Exhibit A.

13. **Time of the Essence:** Time is of the essence in this Contract.

14. **Headings:** The descriptive headings used in this Contract are for convenience only and shall not control or affect the meaning or construction of any of its provisions.
15. **Severability:** In the event any part or provision of this Contract shall be determined to be invalid or unenforceable under the laws of the State of California or of the United States, the remaining portions of this Contract shall nevertheless continue in full force and effect.
16. **Attorneys' Fees:** If City or Contractor bring any action to interpret or enforce this Contract, or for damages for any alleged breach hereof, the prevailing party in such action shall be entitled to reasonable attorneys' fees, in addition to all other recoverable damages and costs.
17. **Entire Agreement:** It is expressly agreed between City and the Contractor that this Contract expresses the complete agreement between said parties and supersedes all prior oral or written negotiations, agreements, and understandings between them regarding the subject matter of this Contract.
18. **Governing Law:** This Contract shall be governed and construed in accordance with the laws of the State of California.
19. **Assignment:** No party to this Contract may assign any right or obligation pursuant to this Contract. Any attempted or purported assignment of any right or obligation pursuant to this Contract shall be void and of no effect

IN WITNESS WHEREOF, the parties hereunto execute this Contract effective the date set forth above.

City of Fairfield

Sean P. Quinn, City Manager

APPROVED AS TO LEGAL FORM
AND CONTENT:

Greg Stepanicich
City of Fairfield
Legal Counsel

STAN BOYETT & SON, INC
(Contractor)

by (Signature)

CLARK NAKAMURA
VP OF SUPPLY & DISTRIBUTION
Name, Title (Print)

Attested by (Signature)

JOHN KRUSE CFO
Name, Title (Print)

City of Fairfield invites your bids for:

FURNISHING AND DELIVERING CARB RENEWABLE DIESEL FUEL

City of Fairfield invites bids from qualified suppliers or manufacturers for the purchase and delivery of CARB Renewable Diesel Fuel to City of Fairfield.

Date: September 25, 2019

Bid Number: 2019-RD99

Invitation for Bids Deadline: Bids must be received in City of Fairfield Fleet Division by **2:00 PM, October 23, 2019**. Bidders shall submit one (1) original and two (2) copies of the bid. Bids must be in a sealed envelope marked "Fuel Bid" with the Bid number and opening date marked on the outside. Envelope to be addressed to:

City of Fairfield
Fleet Division
David Renschler, Fleet Manager
420 Gregory Street
Fairfield, CA 94533

BIDS RECEIVED AFTER THIS DEADLINE WILL BE REJECTED REGARDLESS OF
POSTMARK DATE.

Instructions to Bidders and General Conditions, Special Provisions, Technical Specifications, and Bid Forms are enclosed. Please read carefully and follow the instructions.

All Questions, Answers to Questions, and Addendums relating to this Invitation for Bid will be posted at <https://www.fairfield.ca.gov/gov/depts/pw/ccp/rfp.asp>. It is the responsibility of the Bidders to monitor postings.

NOTICE INVITING SEALED BIDS

City of Fairfield

For

**FURNISHING AND DELIVERING RENEWABLE DIESEL FUEL
FOR**

THE CITY OF FAIRFIELD

2019-RD99

NOTICE IS HEREBY GIVEN THAT sealed bids will be received by the City of Fairfield at 420 Gregory Street, Fairfield CA 94533, until 2:00 PM, October 23, 2019, for Furnishing and Delivering Renewable Diesel Fuel for the City of Fairfield in accordance with requirements of the Contract Documents.

Bids shall be submitted on the "Bid Forms" attached to the specifications and plainly marked with the Bidder's name and the procurement number. Bidders shall submit one (1) original and two (2) copies of the bid.

Federal Transit Administration funds, in part, will fund this project.

City reserves the right to reject any and all bids or to waive any irregularity or informalities in any bid or in the solicitation procedure. No Bidder may withdraw its bid for a period of sixty (60) days after the bids are opened. Each Bidder will be notified of award.

In connection with the performance of this Contract, full compliance with all applicable Safety and Health Standards will be required.

Attention is directed to the General Conditions, Special Provisions and Technical Specifications appearing with the Bid Documents for complete details and bid requirements. These documents, including bid forms, and this Notice shall be considered as part of any Contract made pursuant to this solicitation.

Copies of the Bid Documents may be obtained on-line at:

<https://www.fairfield.ca.gov/gov/depts/pw/ccp/rfp.asp>

City of Fairfield, Fleet Division,
420 Gregory Street, Fairfield, CA 94533

September 25, 2019
David Renschler
Fleet Manager

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CITY OF FAIRFIELD

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

The Instructions to Bidders and General Conditions apply to all bidding, except insofar as they may be modified by the Special Provisions, Technical Specifications or Bid Forms.

1. DEFINITION OF TERMS

Whenever in the bid or Contract Documents the following terms or pronouns in place of them, or abbreviations, are used, the intent and meaning shall be interpreted as follows:

"City" means City of Fairfield.

"City Council" means City of Fairfield City Council.

"City Manager" means City Manager of City of Fairfield or the properly authorized representative or agent.

"Fleet Manager" means Fleet Manager of City of Fairfield or the properly authorized representative or agent.

"Contractor" or "Vendor" means the successful Bidder to whom a contract is awarded.

"Buses" and "Coaches" are synonymous.

"Written Order" means a written order signed by City Manager, or his properly authorized representative or agent, mailed to the Contractor at the address designated in its bid or to such other address as it may designate in writing as its official place of business.

"Bid Documents", "Bid Forms", "Contract Documents" and cognate terms mean the Notice, Instructions to Bidders and General Conditions, Technical Specifications and Specific Conditions, Bid Form, and Addenda, if any, Notice of Award and Contract.

"Notice" means the notice published requesting bids.

"Days" means calendar days unless otherwise specified.

"Renewable Diesel Fuel" means California Air Resources Board (CARB), Renewable Diesel Fuel (RD-99).

"Diesel Fuel" means California Air Resources Board (CARB), Ultra Low Sulfur Diesel Fuel.

2. CANVASS OF BID

City reserves the right to postpone bid openings for its own convenience. At the hour specified in the Notice to Bidders, or by City upon postponement of the time originally set for bid opening, City, in open session, will open, examine and publicly declare all bids received. Bidders, their representatives, and others interested, are invited to be present at the opening of bids.

3. BID FORM AND SIGNATURE

The bid shall be made on the form provided therefor and shall be enclosed in a sealed envelope marked and addressed as required. If the bid is made by a sole owner, it shall be signed with his/her full name and his/her address shall be given. If the bid is made by a partnership, it shall be signed with the partnership name by a member of the firm who shall also sign his/her own name, and the name and address of each member shall be given. If the Bidder is a corporation, the bid

form shall be signed by one corporate officer from each of the following groups consisting of (1) the chair of the board, president or vice president; and (2) the secretary, assistant secretary, chief financial officer, assistant treasurer or by a person authorized by the corporation to execute written bid forms on its behalf, and the corporate seal affixed thereto. If the corporate seal is not affixed to the bid, or it is executed by a person other than an officer, or by only one officer, there must be attached to the bid form a certified copy of a resolution of the corporation authorizing such officer or person to execute written bids for and on behalf of the corporation. If the bid is made by a joint venture, it shall be signed on behalf of each participating company by officers or other individuals who have full and proper authority to do so. Bids submitted in any other form will be considered nonresponsive and will be rejected.

4. CONDITIONED BID

Unauthorized conditions, limitations or provisos attached to a bid will render the bid nonresponsive and may cause its rejection. Modifications or clarifications to a previously submitted bid may be transmitted by email to David Renschler at drenchler@fairfield.ca.gov prior to the bid opening date and time, provided it is followed by an executed original of the documents(s) by U.S. mail, courier or other hard copy delivery means within five (5) working days from the date of receipt of the email.

5. BID

Blank spaces in the bid shall be properly filled. The phraseology of the bid must not be changed, and no additions shall be made to the items mentioned therein. Alterations by erasure or interlineation must be explained or noted in the bid over the signature of the Bidder. If the unit price and the total amount named by a Bidder for any item do not agree, the unit price alone will be considered as representing the Bidder's intention. Bids must be submitted on the forms provided. Bids submitted in any other form will be considered nonresponsive and may be rejected in City's sole discretion.

6. SUBMISSION OF BID

Prior to the hour specified in the Notice Inviting Sealed Bids, one (1) original and two (2) copies of the Bidder's bid shall be delivered to David Renschler, Fleet Manager, at the address shown in the Notice to Bidders. All bids shall be in a sealed envelope properly endorsed as to "Fuel Bid", Bid number, and opening date. Bids received after said time or at any place other than the time and place stated in the notice will not be considered.

7. WITHDRAWAL OF BID

A Bidder may withdraw its bid before the expiration of the time during which bids may be submitted, without prejudice to itself, by submitting a written request for its withdrawal to David Renschler at drenchler@fairfield.ca.gov.

8. FIRM BID

All bids shall remain in effect for sixty (60) days from the bid opening.

9. TAXES

The supplies, materials or equipment called for under the specifications will be used by City in the performance of a governmental function and are exempt from taxation by the United States Government. City will, if requested, furnish a tax exemption certificate and any and all affidavits and documents that may be necessary to establish such exemption. City is exempt from the Federal Excise Tax or Superfund Surcharge but is responsible for the California Oil Spill Surcharge and California Sales Tax charges. However, for the purposes of this IFB, do not include any applicable taxes or surcharges, only include the OPIS Pad average daily price for the specified OPIS area and your proposed add/deduct costs for a total charge per gallon before taxes. Contractor(s) will add applicable taxes and surcharges at the time of invoicing.

10. EXPERIENCE AND QUALIFICATIONS, STATEMENT OF

The Bidder may be required, upon request of the Fleet Manager, to prove to the Fleet Manager's satisfaction that the Bidder has the skill and experience and that it has the necessary facilities and ample financial resources to perform the contract in a satisfactory manner and within the required time.

11. ALTERNATIVE BID

Submission of an alternative bid or bids, except as specifically called for in the specifications or bid form, will render the bid non-responsive and will cause its rejection.

12. DEBARRED BIDDERS

The Contractor, including any of its officers or holders of a controlling interest, is obligated to inform City whether or not it is, or has been, on any debarred Bidders' list maintained by the United States Government. Should the Contractor be included on such a list during the performance of this project, it shall so inform City.

13. NON-COLLUSIVE CERTIFICATION

By submitting a bid, the Bidder represents and warrants that such bid is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, and that the Bidder has not, directly or indirectly, induced or solicited any other Bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to the Bidder an advantage over any other Bidder.

14. COLLUSION, PENALTY FOR

If at any time it shall be found that the person, firm or corporation to whom a contract has been awarded has, in presenting any bid or bids, colluded with any other parties, then the contract so awarded shall be null and void; and the Contractor and its bondsmen (if any) shall be liable to City for all loss or damage which City may suffer thereby; and City Council may advertise for a new contract for said labor, supplies, materials or equipment.

15. CONFLICT OF INTEREST

No employee, officer, or agent of City shall participate in selection or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- A. The employee, officer or agent;
- B. Any member of his or her immediate family;
- C. His or her partner; or
- D. An organization which employs, or is about to employ, any of the above; has a financial or other interest in the firm selected for award

City's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

16. INTEREST, PROHIBITED

Contractor represents that to the best of its knowledge, no Board Member, officer, or employee of City has any interest, contractual or non-contractual, financial or otherwise, in this transaction or in

the business of Contractor. If any such interest comes to the knowledge of Contractor at any time, a full and complete disclosure of all such information shall be made in writing to City, even if such interest would not be considered a conflict of interest under Article IV Division 4 (commencing with Section 1090) or Division 4.5 (commencing with Section 3600) of the Government Code of the State of California. No member, officer, or employee of City or of any of its member jurisdictions during his/her tenure of office, or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds therefrom.

17. BIDDER'S SECURITY

No Bidder's Security shall be required in this procurement.

18. BRAND NAMES

To establish a basis for quality, certain materials, processes, types of machinery and equipment, or kinds of materials may be specified in the Bid Documents, either by description of process or by designating a manufacturer by name and referring to its brand or product designation, or by specifying a kind of material. Wherever such names appear, the term "or approved equal" is considered to follow. It is not the intent of these Bid Documents to exclude other processes, equipment or materials of equal value, utility or merit provided they are approved, in writing, by City.

Specifying a brand name, materials, components or equipment in the specifications shall not relieve the Bidder from its responsibility to produce the product in accordance with the contractual requirements. The Bidder is responsible for notifying City of any inappropriate brand names, materials, components or equipment that may be called for in the specifications and to propose a suitable substitute. Nothing in this section shall limit or restrict the provisions regarding the warranty of fitness set forth in the Contract Documents.

19. SPECIFICATIONS

Bidders may submit written questions regarding the specifications to David Renschler at drenschler@fairfield.ca.gov. Changes to the specifications will be made only by written addendum executed by the City Manager. Bidders cannot rely on any representations made that are inconsistent with the bid specifications or written addendum.

No advantage shall be taken by the manufacturer in the omission of any parts or details which go to make the services, materials, supplies and/or equipment to be procured complete and ready for service, even though such parts or details are not mentioned in the specifications. All units for parts not herein specified shall be the manufacturer's standard units.

20. INSPECTION BY BIDDER AND WAIVER

The Bidder represents and warrants that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, supplies, material or equipment called for in the Bid Documents; that it has checked its bid for errors and omissions; that the prices stated in its bid are correct and as intended by it are a complete and correct statement of its prices for performing the work or furnishing the labor, supplies, materials or equipment required by the Bid Documents. The Bidder waives any claim for the return of its bid deposit if on account of errors or omissions claimed to have been made by it in its bid, or for any other reason, it should refuse or fail to execute the contract.

21. REJECTION OF BID

City may reject any and all bids and will reject a bid of any party who has been delinquent or unfaithful in any former contract with City. The right is reserved to reject any or all bids, and to waive technical defects, as the interests of City may require. City may reject bids from Bidders who cannot satisfactorily prove the experience and qualifications outlined in Paragraph 10 of these Instructions to Bidders and General Conditions.

22. TIME FOR EXECUTION OF CONTRACT AND FILING INSURANCE CERTIFICATES

The Bidder to whom award is made shall execute a written Contract with the City within fifteen (15) days of receipt of said Contract. The Bidder shall also provide all required insurance certificates within fifteen (15) days of receipt of the Notice of Award from City. If the Bidder to whom award is made fails to enter into the Contract as herein provided, the award will be annulled, and an award may, in the discretion of the Council, be made to the Bidder whose bid is next most acceptable in the opinion of City Council of City; and such Bidder shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.

23. EXECUTION OF CONTRACT, MANNER OF

If the Contractor is an individual, the Contract shall be executed by him/her personally. If the Contractor is a partnership, it is desirable that the Contract be executed by all of the partners, but it must be executed by at least one of them. If the contractor is a corporation, the contract shall be signed by two corporate officers consisting of (1) the chair of the board, president or vice president; and (2) the secretary, assistant secretary, chief financial officer, assistant treasurer or by a person authorized by the corporation to execute written contracts on its behalf, and the corporate seal affixed thereto. If the corporate seal is not affixed to the contract, or it is executed by a person other than an officer, or by only one officer, there must be attached to the contract a certified copy of a resolution of the corporation authorizing such officer or person to execute written contracts for and on behalf of the corporation. If the Contractor is a joint venture, the Contract must be executed on behalf of each participating firm by officers or other individuals who have the full and proper authorization so to do.

24. FAITHFUL PERFORMANCE BOND

No Faithful Performance Bond shall be required in this procurement.

25. SURETIES, ADDITIONAL

If at any time during the continuance of the Contract, the sureties, or any one of them shall, in the opinion of City become irresponsible, City shall have the right to require additional and sufficient sureties which Contractor shall furnish to the satisfaction of City within ten (10) days after notice.

26. CHANGES OF CONTRACT - BY CONTRACTOR

If the Contractor, on account of conditions developing during the performance of the Contract, finds it impracticable to comply strictly with the specifications and applies in writing for a modification of requirements, such change may be authorized only in writing by the City Manager, if not detrimental to City. If authorized changes to the Contract will result in additional costs to the Contractor, then City shall compensate Contractor accordingly. Likewise, if the changes in the Contract result in a cost reduction to the Contractor, then City shall be likewise compensated by Contractor.

27. CHANGES OF CONTRACT - BY CITY

In case any work, materials or equipment shall be required which are not mentioned, specified or indicated, or otherwise provided for herein, the Contractor shall, if ordered in writing by the City Manager, do and perform such work and furnish such materials or equipment. If changes to the Contract will result in additional costs to the Contractor, then City shall compensate Contractor accordingly. Likewise, if the authorized changes in the Contract result in a cost reduction to the Contractor, then City shall be likewise compensated by Contractor.

28. PATENTS, INFRINGEMENT OF

The Contractor agrees that it will, at its own expense, defend all suits or proceedings instituted against City, its members, agents, officers, or employees, and pay any award of damages assessed against any or all of them in such suits or proceedings, insofar as the same are based on any claim that the materials or equipment, or any part thereof, or any tool, article, or process used in the manufacture thereof, constitutes an infringement of any patent enforceable in the United States; provided, City gives to the Contractor prompt notice in writing of the institution of the suit or proceeding and permits the Contractor through its counsel to defend the same and gives the Contractor all needed information, assistance and authority to enable the Contractor so to do.

29. DOCUMENTS INCORPORATED AS PART OF CONTRACT

The Notice and Invitation to Bidders, Instructions to Bidders and General Conditions, Bid Form, Technical Specifications, Special Provisions and Addenda, if any, will be incorporated as part of the Contract.

30. DELIVERY

Unless otherwise stated in the Contract Documents, Bidder shall include freight and delivery charges in the bid price. Deliveries shall be to the locations and during the receiving times as described in the Special Provisions.

31. TIME, EXTENSIONS OF

Granting of or acceptance of extensions of time to complete the performance by Contractor will not operate as a release to Contractor or otherwise modify the terms and conditions of the Contract.

32. TERMINATION

City may terminate its Contract at any time by giving the Contractor thirty (30) calendar days written notice. Notice of termination shall be by certified mail. Upon termination, City shall pay the Contractor its allowable costs incurred to date of termination and those costs deemed necessary by the City to effect termination. In the event that the Contractor at any time during the entire term of this Contract breaches the requirements or conditions of the Contract, and does not within ten (10) calendar days of receipt of notice from City cure such breach or violation, City may immediately terminate its portion of the Contract and shall pay the Contractor only its allowable costs to date of termination. City will not be responsible for any costs that may be incurred by the Contractor after written notice of City's decision not to exercise the option(s) to extend the Contract term.

City Termination Procedures are as follows:

- A. City may, subject to the following provisions, by ten (10) calendar day's written notice of default to Contractor, terminate the whole or any portion of this Contract in any one of the following circumstances:
 - 1. If Contractor fails to deliver and/or install materials and equipment or to perform services as provided for herein within the time specified herein or any extension thereof; or
 - 2. If Contractor fails to perform any of the other provisions of the Contract, or so fails to make progress as to endanger performance of the Contract, in accordance with its terms and, in either of these two (2) circumstances, does not rectify such failure within a period of ten (10) calendar days (or such other period as City may authorize in writing) after receipt of notice from City specifying such failures.

- B. City may also terminate the Contract at any time by giving the Contractor thirty (30) days' notice thereof.
- C. Notice of termination shall be given by certified mail or personal service to the Contractor at the address specified in the Contract Documents as amended in writing.
- D. If City terminates the Contract in whole or in part, as provided in (A) above, City may procure materials and equipment and contract for services similar to those so terminated; and Contractor shall be liable to City for any excess costs for such similar materials and equipment and services.
- E. Upon termination, Contractor shall submit a written closing statement to City to specify the costs of materials and equipment delivered to City and installed, and the costs of services actually performed to the date of termination for which Contractor has not been previously paid.

City may deduct any excess costs incurred under (D) above from the amount set forth in Contractor's closing statement. Upon payment of the amount found due, City shall be under no further obligation, financial or otherwise to Contractor except, and only to the extent of, any obligations imposed by Contractor's continued performance under (F) below.
- F. The Contractor shall continue the performance of the Contract to the extent not terminated under the provisions of this clause.
- G. Contractor shall not be liable for excess costs if acceptable evidence has been submitted to City that failure to perform the Contract giving rise to such costs was due to causes beyond the control and without the fault or negligence of the Contractor.

33. DEFECTIVE OR DAMAGED WORK

All materials, parts and equipment furnished by the Contractor shall be new, high grade and free from defects. The Contractor shall establish and maintain quality assurance policies and procedures to insure compliance with the specifications. The Contractor shall extend to the Agencies full access to its manufacturing facilities during normal working hours so that the Agencies can inspect and monitor the Contractor's compliance with its established quality assurance procedures and the Specifications.

If the Contractor delivers inferior products to a City storage tank, Contractor shall be responsible for the removal of all contaminated product, cleaning of City's storage tank(s) and any contaminated City delivery and dispensing piping and replacement of all contaminated fuel with acceptable product. This shall include the removal, cleaning and replacement of contaminated product delivered to the fuel tanks of City vehicles. In the event the contaminated product was responsible for damage to the engine of a vehicle operated with contaminated product, the Contractor shall be responsible for repairs to the parts of the vehicle engine damaged by the contaminated product. Any material, equipment or supplies found to be damaged or defective at the time of delivery or installation shall be repaired, replaced or corrected by the Contractor without additional cost to the Agency.

If the Contractor shall fail to comply promptly with any order of the City Manager to repair, replace or correct damaged or defective work, then the City Manager shall, upon written notice to the Contractor, have the authority to deduct the cost thereof from any compensation due or to become due the Contractor.

Nothing in this section shall limit or restrict the provisions of the Warranty of Fitness as set forth in these Instructions to Bidders and General Conditions.

34. LAWS AND REGULATIONS, COMPLIANCE WITH

All materials and supplies furnished pursuant to these specifications shall comply with the laws and regulations of the State of California and the United States of America. Contractor shall, if requested by City, supply certification and evidence of such compliance.

35. WARRANTY OF TITLE

Contractor warrants to City, its successors and assigns that the title to the materials, supplies or equipment covered by the Contract, when delivered to City or to its successors or assigns, is free from all liens and encumbrances.

36. WARRANTY OF FITNESS

Contractor warrants that all materials, supplies and products furnished meet the requirements and conditions of the Contract Documents and are fit for the purpose intended.

37. WARRANTY OF MERCHANTABILITY

Contractor warrants that the goods are merchantable in accordance with Section 2314 of the Commercial Code of the State of California.

In accepting this and other warranties and the materials or supplies to be manufactured or assembled pursuant to the Contract Documents, City does not waive any warranty, either express or implied, in Sections 2312 to 2315, inclusive, of the Commercial Code of the State of California or any liability of the manufacturer as determined by any decision of a court of the State of California or of the United States.

38. WARRANTY OF PRODUCT

The Contractor warrants that all fuels provided under this Contract are free from defects in design, material and workmanship. The Contractor shall replace, at no additional cost to City, any fuel found to be defective during the course of this Contract.

39. CONTRACTOR'S INDEMNITY

The Contractor shall indemnify, keep and save harmless City, its members, agents, officers, and employees against all suits or claims that may be based on injury to persons or property resulting from the course of the performance of this contract by the Contractor; and the Contractor shall, at its own expense, defend such actions and shall pay all reasonable attorney's fees and costs incurred in connection therewith, and if any judgment shall be rendered against City in any such action, the Contractor shall, at its own expense, satisfy and discharge the same; however, the Contractor shall not be held responsible for loss, damage, liability, injury or death occasioned by the active negligent act(s) or willful misconduct of City, its agents or employees.

40. RISK OF LOSS

All loss or damage arising from any unforeseen obstruction or difficulties, either natural or artificial, which may be encountered in the execution of the work, or the furnishing of the supplies, materials, or equipment, or from any action of the elements prior to the final written acceptance of the work, or of the supplies, materials or equipment, or from any act or omission not authorized by the Contract Documents on the part of the Contractor or any agent or person employed by it, shall be sustained and borne solely by the Contractor.

41. SUBCONTRACTS

Contractor shall not subcontract all or any portion of its services under this agreement without the prior written approval of the City Manager, and any attempt thereat shall be void and unenforceable. In the event the Contractor enters into one or more subcontracts pursuant to this paragraph, it is understood and agreed that the participating subcontractors shall be solely and directly responsible to Contractor and that City shall have no obligation to them.

The Contractor shall neither delegate any duties or obligations under this Contract nor assign, transfer, convey, sublet or otherwise dispose of the Contract or its right, title or interest in or to the same, or any part thereof, without previous consent in writing of City Manager.

42. RECORDS

Contractor shall maintain full and adequate books, records and accounts to show the actual time devoted and costs incurred by it with respect to performance of services under this Contract; provided that said books, records and accounts shall be kept in accordance with generally accepted accounting principles.

43. AUDIT

Contractor shall permit City and its authorized representatives and regional, state, and Federal grantors and their authorized representatives to inspect and examine Contractor's books, records, accounts, and any and all data relevant to this Contract at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Contractor pursuant to this agreement and shall provide such assistance as may be reasonably required in the course of such inspection. City further reserves the right to examine and re-examine said books, records, accounts, and data during the three (3) year period following the termination of this Contract; and Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for three (3) years after the termination of this Contract or after all other pending matters concerning this Contract, if any, are closed, whichever occurs later.

44. WAIVER OF CONDITIONS

The waiver of any provision, term or condition in these Contract Documents by City on any particular occasion shall not constitute a general waiver of provision, term or condition, nor a release from the Contractor's obligation to otherwise perform or observe such condition or any other term or condition of the Contract.

45. EVALUATION AND AWARD

Evaluation:

City will evaluate and award to the lowest responsive and responsible Bidder for the sale and delivery of the specified products to City set forth in the Bid Form based upon a comparison of the Grand Total Bid Price.

Award of Contract:

The City Council will make its award or rejection within sixty (60) calendar days after submission of the bids and will transmit Contract Documents within a reasonable time thereafter, including:

- A. A copy of the Resolution passed by City Council authorizing the award of the contract.
- B. A purchase order number from the City of Fairfield.
- C. An executable Contract to Furnish and Deliver Renewable Diesel Fuel.

46. APPROVAL BY THE CITY MANAGER

City reserves the right to direct and supervise the work under this contract through its City Manager and the properly authorized agents, on whose inspection all work shall be accepted or condemned. The City Manager shall have full power to reject or condemn any materials furnished or work performed under the Contract which does not conform to the terms and conditions set forth in the Contract Documents.

47. ANTITRUST CLAIMS

The Contractor's attention is directed to California Government Code Section 4552, which shall be applicable to the Contractor and its subcontractors:

"In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder."

48. DISCREPANCIES

Whenever in the Contract Documents an amount is stated in both words and figures, in case of discrepancy between words and figures, the words shall prevail; if all or any portion of the bid is required to be given in unit prices and totals so given, the unit prices shall prevail.

49. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and not an employee of City and has no authority to contract or enter into any agreement in the name of City. Contractor has, and hereby retains, full control over the employment, direction, compensation and discharge of all persons employed by Contractor who are assisting in the performance of services under this Contract. Contractor shall be fully responsible for all matters. Contractor shall be responsible for its own acts and those of its agents and employees during the term of this contract.

50. INTERPRETATION

City's determination of meaning and intent of any ambiguities in this contract shall be final and conclusive, except that such decision shall not preclude the Contractor from exercising its rights and remedies under the law.

51. CORRESPONDENCE

- A. All correspondence must show City's project number: **2019-RD99**.
- B. For further information, prospective Bidders may contact David Renschler by calling (707) 428-7414 between the hours of 8:30 AM to noon, and 1:00 PM to 3:30 PM, Monday through Thursday, holidays excepted. Or, contact David Renschler by email at drenschler@fairfield.ca.gov.

52. HAZARDOUS CHEMICALS AND WASTES

The Contractor shall bear full and exclusive responsibility for any release of hazardous or non-hazardous chemicals or substances during the course of performance of this Contract. The Contractor shall immediately report any such release to the Fleet Manager. The Contractor shall be solely responsible for all claims and expenses associated with the response for removal and

remediation of the release, including, without limit, payment of any fines or penalties levied against City by any agency as a result of such release and shall hold harmless, indemnify and defend City from any claims arising from such release. For purposes of this section only, the term "claims" shall include:

- A. all notices , orders, directives, administrative or judicial proceedings, fines, penalties, fees or charges imposed by any governmental agency with jurisdiction, and
- B. any claim, cause of action, or administrative or judicial proceeding brought against City, its City Council, or employees, or for any loss, cost (including reasonable attorney's fees), damage or liability, sustained or suffered by any person or entity, including City.

If the performance of the work outlined by these contract specifications creates any hazardous wastes, those wastes shall be properly disposed of according to federal, state and local laws, at the expense of the Contractor. The Contractor shall dispose of the wastes under its own EPA Generator Number. In no event shall City be identified as the generator. The Contractor shall notify David Renschler, Fleet Manager, of any such hazardous wastes, and City reserves the right to a copy of the results of any tests conducted on the wastes and, at its cost, to perform additional tests or examine those wastes, prior to its disposition. The Contractor shall hold harmless, indemnify and defend City from any claims arising from the disposal of the hazardous wastes, regardless of the absence of negligence or other malfeasance by Contractor.

53. EFFECT OF FAILURE TO COMPLETE CONTRACT

In case of failure on the part of the Contractor to complete this Contract within the specified time, City may terminate the Contract and refuse to pay or allow to the Contractor any further compensation for any labor, supplies or materials furnished by it under the Contract. City may proceed to complete such Contract either by re-letting or otherwise, and the Contractor and its surety shall be liable to City for all loss or damage which it may suffer on account of the Contractor's failure to complete the Contract within such time.

54. NON-EMPLOYEE PICKETING

If employees of the Contractor picket the facilities of City in connection with a labor dispute, City may terminate or suspend the Contract immediately. In addition, the Contractor shall reimburse City for expenses incurred by City resulting from the picketing or contract suspension or termination.

55. ATTORNEY'S FEES

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Contract or to determine the rights of the parties hereunder, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable attorney's fees.

56. GOVERNING LAW

The Contract hereunder shall be governed by the laws of the State of California.

57. SEVERANCE

If any part of these Contract Documents is declared invalid by a court of law, such decision will not affect the validity of any remaining portion, which shall remain in full force and effect.

58. FTA FUNDING REQUIREMENT

This project may be financed in part by operating funds from the Federal Transit Administration. Accordingly, the following federal requirements apply to this contract, and if those requirements change, then the changed requirements shall apply to the project as required.

A. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. Sections 12101 et seq. and 49 U.S.C. Sections 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. Section 1612; and implementing regulations, as may be amended.

B. LOBBYING

Contractor shall file the certification required by 49 CFR parts 20, "New Restrictions on Lobbying." Contractor shall certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures shall be forwarded to City of Fairfield. Contractor shall ensure that all of its Subcontractors under this Contract shall certify the same. Contractor shall submit the "Lobbying Certification for Contracts, Grants and Cooperative Agreements" included in the bid forms. City of Fairfield is responsible for keeping the certification of the Contractor, who is in turn responsible for keeping the certification forms of subcontractors.

C. PRIVACY ACT

The following requirements apply to Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(a) Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, Contractor agrees to obtain the express consent of the Federal Government before Contractor or its employees operate a system of records on behalf of the Federal Government. Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(b) Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

D. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, Bidder certifies as follows:

The certification in this clause is a material representation of fact relied upon by City of Fairfield. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to City of Fairfield, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Bidder or

proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

E. FLY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America Act") in accordance with the General Services Administration's regulations at 41 CFR Part 301 - 10, which provide that recipients and subrecipients of Federal funds and their Contractors are required to use U.S. flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property to the extent such service is available, unless travel by foreign air carrier is a matter of necessity as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements, if used. The Contractor agrees to include the requirements of this Section in all subcontracts that may involve international air transportation.

F. ACCESS TO RECORDS AND REPORTS

Contractor shall provide all authorized representatives of City of Fairfield, the FTA Administrator, the State Auditor and the Comptroller General of the United States access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, copies, examinations, excerpts and transcriptions. Contractor also agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain the same until City of Fairfield, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

G. FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA) between City of Fairfield and the FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

H. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

City of Fairfield and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to City of Fairfield, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

I. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any

statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

J. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

City of Fairfield, as a recipient of federal financial assistance from the Federal Transit Administration (FTA), is committed to and has adopted a DBE Program in accordance with federal Regulations 49 CFR Part 26 issued by the U.S. Department of Transportation (DOT).

Contractor agrees to take the following measures to facilitate participation by disadvantaged business enterprises (DBE) in the Project:

(a) Contractor agrees to comply with section 1101(b) of TEA-21, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.

(b) Contractor agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any third party contract, or sub-agreement supported with Federal assistance derived from the U.S. DOT or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. Contractor agrees to take all necessary and reasonable steps set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all third party contracts and sub-agreements supported with Federal assistance derived from the U.S. DOT. Contractor's DBE program, as required by 49 C.F.R. Part 26 and approved by the U.S. DOT, is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement. Implementation of this DBE program is a legal obligation, and failure to carry out its terms shall be treated as a violation of the Grant Agreement or Master Agreement. Upon notification to Contractor of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 *et seq.*

CONTRACTOR shall be required to submit any reports (i.e. Disadvantaged Business Enterprise (DBE) reports) as required by the Federal Transit Administration (FTA), including reports related to subcontractors and work performed by them, to ensure 1) continued eligibility for federal funding and 2) the ability to finance operations and preventive maintenance efforts with such funding.

K. TITLE VI COMPLIANCE

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations.

The Contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the U. S. Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination.

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, creed, color, sex, age, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, creed, color, sex, age, or national origin.

4. Information and Reports.

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by City of Fairfield or FTA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information which is required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to City of Fairfield, or FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-Compliance.

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, City of Fairfield shall impose such contract sanctions as it or FTA (the Federal Transit Administration) may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
- b. Cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions.

The Contractor shall include the provisions of Paragraphs (A) through (F) of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as City of Fairfield or FTA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request City of Fairfield to enter into such litigation to protect the interests of City of Fairfield, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

L. CIVIL RIGHTS REQUIREMENTS

The following requirements apply to the underlying contract:

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

- a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

M. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contractor agrees to comply, and assures the compliance of each third party Contractor and each SUBCONTRACTOR at any tier of the Project, with the following employee protection requirements for contract employees

(a) **Overtime requirements** - No Contractor or SUBCONTRACTOR contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section Contractor and any SUBCONTRACTOR responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and SUBCONTRACTOR shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(c) **Withholding for unpaid wages and liquidated damages** – Contractor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or SUBCONTRACTOR under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or SUBCONTRACTOR for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(d) **Subcontracts** - Contractor or SUBCONTRACTOR shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the SUBCONTRACTORS to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any SUBCONTRACTOR or lower tier SUBCONTRACTOR with the clauses set forth in this section.

N. ENERGY CONSERVATION

Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321, et seq.).

O. RECYCLED PRODUCTS

To the extent applicable, Vendor agrees to comply with U.S. EPA regulations, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 C.F.R. Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and otherwise provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient.

P. CLEAN WATER AND AIR REQUIREMENTS

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*, and the Clean Air Act, as amended, 42 U.S.C. 7401 *et seq.* The Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA regional office. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in part or in whole with federal assistance provided by the FTA .

Q. CARGO PREFERENCE

Contractor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To furnish within twenty (20) calendar days following the date of loading for shipments originating within the United States, or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in Paragraph (1.) above to City of Fairfield (through the prime Contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington D.C. 20550, marked with appropriate identification of the project.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

R. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1F as may be amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Fairfield requests which would cause City of Fairfield to be in violation of the FTA terms and conditions.

S. BREACHES AND DISPUTES

- (a) Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of City. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, Vendor mails or otherwise furnishes a written appeal to City. In connection with any such appeal, Vendor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of City shall be binding upon Vendor and Vendor shall abide by the decision.
- (b) Performance During Dispute - Unless otherwise directed by City, Vendor shall continue performance under this Contract while matters in dispute are being resolved.
- (c) Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- (d) Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between City and Vendor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of California.

(e) Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by City, Architect or Vendor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

SPECIAL PROVISIONS

1. SCOPE OF CONTRACT

The City of Fairfield is soliciting bids for furnishing and delivering Renewable Diesel Fuel.

It is the intent of the City of Fairfield to award one contract to furnish and deliver renewable diesel fuel as follows:

- a. An initial contract period of one (1) year, and
- b. Option for up to one (1), one-year option term, to extend the contract upon written notice from the City at least ninety (90) days before the end of the contract term. This requirement shall be applied, in accordance with the Contract Documents, as more particularly described in the Technical Specifications which are attached.

2. SCHEDULE OF ACTIVITIES

Listed below is the "Schedule of Activities" which outlines pertinent dates of which Bidders should make themselves aware:

- a. Bid Availability – September 25, 2019.
- c. Deadline for Approved Equals, Modifications or Clarifications – October 9, 2019.
- d. Bid Opening - 2:00 PM, October 23, 2019. Please reference Special Provision 11.

3. QUALIFICATION OF BIDDERS

City may reject the bid of any Bidder deemed not to possess the minimum qualifications to perform the required work. In order to be deemed minimally qualified, a Bidder must:

- a. be a person or firm who has the capabilities of furnishing and delivering renewable diesel fuel, to the City of Fairfield, at the specified locations; and
- b. have the necessary resources to properly test and assure that the renewable diesel fuel which is supplied meets CARB requirements and the technical specifications; and
- c. provide technical services upon request to all purchasers to resolve any problems which may arise in connection with the use of the renewable diesel fuel supplied under this Contract.
- d. must have a DUNS number and be registered with the federal System for Award Management (SAM.gov)

City reserve the right to inspect the Bidder's premises prior to Contract award or at any time during the Contract period.

Each Bidder shall submit the form entitled "List of References," which is a list of three (3) firms for which it provides or has provided comparable services. Do not list City as a reference, though any experience providing services to City may be considered in the bidder evaluation process.

FAILURE TO PROVIDE INFORMATION REGARDING EXPERIENCE MAY RESULT IN REJECTION OF THE BID.

4. INTERPRETATION OF THE CONTRACT SPECIFICATIONS

If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any provision of these Technical Specifications, he or she shall submit a written request for an interpretation or clarification no later than **October 9, 2019**. All such requests shall be directed to David Renschler at drenchler@fairfield.ca.gov. Responses to request will be made by **October 16, 2019**.

Any interpretation, change, or correction of these specifications will only be made by written addenda issued by Fleet Manager. Copies of such addenda will be posted at <https://www.fairfield.ca.gov/gov/depts/pw/ccp/rfp.asp> and will be the responsibility of each Bidder to check for changes.

No oral modifications of these specifications are valid.

These Contract Specifications are intended to describe and provide for a completed work. In the event that there are inconsistencies or discrepancies between terms and conditions contained in the General Conditions, Special Provisions, and Technical Specifications, the terms and conditions contained in the Special Provisions and Technical Specifications shall govern over those included in the General Conditions.

5. APPROVED EQUAL REQUESTS

It is understood that specifying a brand name or specific types of components and/or equipment in these specifications, shall not relieve the Bidder from its responsibility to furnish the end product in accordance with the warranty and contractual requirements. The Bidder is responsible for notifying City of any inappropriate brand names, or types of components and/or equipment that may be called for in these specifications, and to propose a suitable substitute for consideration. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process by trade name, make or catalog number shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

A Bidder may, at its option, use any equipment, material, article, or process, which, in the judgment of City, is equal to that designated. To do so, a Bidder shall furnish at its own expense, all test results, technical data and background information required by City in making the determination as to whether the proposed equipment, material, article or process, in the judgment of City, is equal to that designated.

City shall be the sole judge as to the comparative quality and suitability of alternative equipment, articles, material or process, and its decision shall be final.

6. BID FORMS

Bids must be submitted on the bid forms provided. Bids submitted in any other form will be considered non-responsive and may be rejected. Any bid which is conditioned in whole or in part, which revises or omits any requirement or provision of the Contract Documents and Specifications, which is based on any substitution for an item specified in the Contract Documents and Specifications when such substitution has not received formal approval by City, or which includes an escalation clause or any other requirements or provisions not contained in the Contract Documents and Specifications may be considered non-responsive and may be rejected.

7. BID PRICES/COMPLETION OF BID FORM

Where prices are called for on the Bid Form, the prices shall include all costs required to perform the work, including overhead, profits, services, insurance, delivery charges and any and all other applicable costs except the taxes and fees described below. No Bidder may withdraw its bid for a period of sixty (60) days after the date of opening of bids.

In the event there is a discrepancy between the computed Grand Total Price and the unit price, the unit price shall control and the mathematical error will be corrected accordingly.

The bid prices shall exclude any and all federal taxes and applicable California State sales or use taxes. The bid prices shall also exclude any applicable Superfund or Spill Fees. These taxes and fees are intentionally excluded from the Bid Form for the purpose of price comparison only but will be applied, as required, at invoicing. Additionally, for the purpose of contract award(s), if any, the agency will include an estimate of the applicable taxes and fees solely for the purpose of funding authorization.

RENEWABLE DIESEL

The OPIS RACK AVERAGE WITH CAR price per gallon of Renewable Diesel is based on the wholesale "OPIS GROSS WHOLESALE B0-5 MULT BIODIESEL PRICES WITH CAR COST" for PADD 5 San Francisco, CA, as shown in the 10 AM Contract Price Daily Issue of the Oil Price Information Service (OPIS) dated "**September 24, 2019**" and attached as "OPIS Rack Price". Bidders must complete the space marked "ADD ON", or the space marked "DEDUCT" or, if the OPIS prices will apply with no addition or deduction, the Bidder should check the space marked "BIDDING RACK AVERAGE." Bidder must carry out the "ADD ON" or "DEDUCT" factor to ten one thousandths of a cent. City will add this factor to or deduct this factor from the per gallon price for the applicable OPIS rate published in the 10 AM Contract Price Daily Issue of OPIS dated **September 24, 2019**, to determine the unit bid price. City will then multiply the unit bid price by the number of estimated gallons for the one-year period of the contract to determine the Grand Total Bid Price on the bid form.

During the term of this Contract, the prices for the Renewable Diesel furnished hereunder may be adjusted only in the manner set forth herein. After City's issuance of a written Notice to Proceed, prices shall be adjusted automatically on a daily basis. Said adjustments shall be made based on the "RACK AVERAGE WITH CAR" price of "OPIS GROSS WHOLESALE B0-5 MULT BIODIESEL PRICES WITH CAR COST " for PADD 5 San Francisco, CA, as shown in the 10 AM Contract Price Daily Issue of the OPIS issued on the date of delivery, plus, if applicable, the "ADD ON" or minus the "DEDUCT" factor originally bid by the Contractor. City reserves the right to question any adjustment and to require additional documentation, if necessary.

8. TERM OF CONTRACT

The Term of Contract shall commence on the date specified by City after issuing a written Notice to Proceed, and shall continue thereafter for a (1)-year period, unless terminated sooner pursuant to General Condition 32.

9. OPTIONS

The Contract shall have up to one (1), one-year option to extend the contract upon written notice from the City no less than ninety (90) days before the end of each contract period. All terms and conditions will remain in effect upon the extension of the Contract unless the parties otherwise amend said terms and conditions by mutual written approval.

10. ESTIMATED QUANTITIES

City's estimated requirements for the renewable diesel fuel to be furnished hereunder are listed on the bid forms. City shall not be held responsible for the accuracy of estimated gallonage, as this gallonage of the renewable diesel fuel to be furnished hereunder may differ from these estimates.

THIS IS TO ADVISE THAT THE ACTUAL QUANTITIES OF GALLONS TO BE PROVIDED DURING THE TERM OF THIS CONTRACT MAY DIFFER FROM THESE ESTIMATES. CITY RESERVES THE RIGHT TO INCREASE OR DECREASE THE SAID ESTIMATED QUANTITIES DURING THE TERM OF THE CONTRACT. CITY ALSO RESERVES THE RIGHT TO PROCURE THESE SERVICES FROM OTHER FIRMS IN THE EVENT THAT THE CONTRACTOR FAILS TO PERFORM.

11. MARKING AND MAILING BIDS/BID OPENING

One (1) original, and two (2) duplicates of each bid, together with all of the required bid documents, shall be securely sealed in a sealed envelope.

All bids must be received by City no later than 2:00 PM on Wednesday, October 23, 2019, at which time they will be publicly opened and read.

The envelope shall be clearly marked "Fuel Bid" with the bid number and shall also include the name and address of the Bidder. BIDS RECEIVED AFTER THE TIME AND DATE SPECIFIED WILL BE RETURNED UNOPENED. The bid submittal shall be mailed or personally delivered to:

City of Fairfield
Fleet Division
David Renschler, Fleet Manager
420 Gregory Street
Fairfield, CA 94533

12. AWARD OF CONTRACT OR REJECTION OF BIDS

With regard to General Condition 45, the award of Contract, if any, will be made within sixty (60) calendar days after bid opening to the lowest responsive, responsible Bidder.

Each Bidder must submit a price quotation as requested on the Bid Form. In determining the lowest responsive and responsible Bidder for each type of fuel, City shall compare and evaluate the submitted bid(s) on the basis of the Grand Total Bid Price as quoted on the Bid Form. Notification of award of Contract will be made in writing to the lowest, responsive, responsible Bidder.

City reserves the right to accept or reject any and all bids, or any items thereof; or to waive any informality or irregularity in the bids or in the bidding procedures.

13. PERFORMANCE SECURITY

A Faithful Performance Bond, will not be required for this contract.

14. INSURANCE

A. Public Liability

Contractor shall, at its own cost and expense, procure and maintain during the term of this agreement, liability insurance coverage of the following types and with not less than the following limits of liability:

Commercial General Liability. \$2,000,000 per Occurrence Combined Single Limit for Bodily Injury and Property Damage with policy form on an occurrence basis with defense in addition to the limits. If defense costs are included in the limits, the required limit shall be \$4,000,000. Coverage shall include, but is not limited to premises and operation, products and completed operations, personal and advertising injury and sudden and accidental pollution.

Business Automobile Liability. \$2,000,000 per Occurrence Combined Single Limit for Bodily Injury and Property Damage with policy form on an occurrence basis. Coverage shall include Owned, Non-Owned and Hired Automobile Liability coverage.

Contractor Pollution Liability. Contractor shall procure, or cause its subcontractor to procure, contractor pollution liability insurance in the amount of \$2,000,000. Such policy shall be either on a claims made basis with a two-year extended reporting provision following final acceptance of the work, or, occurrence coverage, and shall include City as additional insureds. This insurance may contain a deductible clause of not more than \$50,000. Any deductible amount shall be for the account of the Contractor, and City shall not be liable therefore.

Prior to an City's issuance of a written Notice to Proceed, Contractor shall furnish City with a Certificate of Insurance evidencing the above coverage requirements and further indicating that the Contractor's policy has been endorsed to name additional insureds as specified by City. The Certificate shall provide that Contractor's policy is primary over any insurance carried by City and that the policy will not be canceled or coverage reduced without thirty (30) days prior notice in writing being given to City.

B. Workers' Compensation Insurance

Prior to an City's issuance of a written Notice to Proceed, the Contractor shall submit satisfactory evidence to City that the Contractor maintains Workers' Compensation coverage for its employees in full compliance with the applicable requirements of the state(s) in which said employees work.

As required by Section 1860 of the California Labor Code (Chapter 1000, Statutes of 1965), the Contractor shall secure the payment of Workers' Compensation to its employees in accordance with the provisions of Section 3700 of the California Labor Code and shall furnish the Participating Agency with a Certificate evidencing such coverage with a \$2,000,000 Employer's Liability Limit together with a verification thereon as follows:

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

C. Property and Physical Damage Insurance

The Contractor shall have a policy issued to protect its interest in the vehicles, property and equipment it uses in performance of this contract. The coverage under such policy shall have limits of liability adequate to protect the value of the vehicles, property and equipment. If desired, the Contractor may choose to self-insure this exposure, but in no instance City be responsible for loss or damage.

D. Acceptable Insurance

All coverage shall be issued by insurance carriers who are rated "A-" or better by Best's rating service.

E. Claims-made Insurance

If any insurance specified above shall be provided on a claims-made basis, then in addition to coverage requirements above, such policy shall provide that:

1. The policy retroactive date coincides with or precedes the Contractor's start of work.
2. Contractor will make every effort to maintain similar insurance for at least two (2) years following completion of contract, including the requirement of adding all additional insureds.
3. If insurance is terminated for any reason, Contractor agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this contract.

F. Failure to Maintain Insurance

The failure to procure or maintain the required insurance and/or adequately funded self-insurance program will constitute a material breach of the agreement.

- G. Bidders who propose self-insurance must submit proof of sufficient financial assets (financial statements to support self-insurance). Upon review of this information, City may or may not deem self-insurance to be eligible. This information must be provided when submitting a Bid.

- H. Certificate of Insurance or certified copies of the insurance policies required by this Section 14 shall be delivered to City concurrently with the executed Contract. Acknowledgement of these Insurance Requirements and the Bidder's ability to provide the specified coverages shall be included with the Bid Submission.

15. SPILL LIABILITY PROTECTION

Contractor shall be responsible and held liable for all losses, damages, and penalties that may be sustained by City or imposed on City by an outside agency as a result of spills. Contractor's drivers or subcontractors will immediately report any spill to City's designated contact. The Contractor will be billed for the replacement cost of any clean-up materials used as well as City labor or other costs expended in the clean-up of any spill or in the repair of City property damaged by reason of a spill. In the event Contractor fails to pay the billed amount within thirty (30) calendar days of City's invoice, City will deduct the billed amount from amounts due and owing to Contractor under this contract. Contractor will insure its representatives immediately report any fuel spills of one gallon or more during the fuel delivery process to a Fleet Maintenance Supervisor or the designated contact.

Contractor will indemnify City, its officers, employees and agents and hold them harmless from losses, damages, and penalties imposed on City by third parties. City reserve the right to terminate the Contract if, notwithstanding compliance with the procedures set forth herein, Contractor delivers renewable diesel fuel in a negligent or careless manner or causes a spill of renewable diesel fuel while delivering to City facilities. In addition, the Contractor shall provide to City evidence of Pollution Liability Coverage, which is valid for the term of this Contract in the amount of \$2,000,000.

16. DELIVERY INSTRUCTIONS

City will order the renewable diesel fuel by telephone at least twenty-four (24) hours prior to the required date/time for delivery. Contractor shall provide renewable diesel fuel within the agreed delivery procedures, times and locations.

The minimum order placed by City will normally be for one truck and trailer load or approximately 7,000 to 7,600 gallons. Bulk deliveries of renewable diesel fuel must be accompanied by documentation from the Contractor's supplier showing the amount of renewable diesel fuel picked up by the Contractor from its supplier.

Contractor shall provide traceability on all shipments back to the refinery or within five (5) business days upon request from City.

In the event of emergency fuel supply needs arising from the failure of City's fuel supply systems, power outages, or from natural disasters, the Contractor shall guarantee City the exclusive use of pump-equipped supply tankers for City's employees to directly dispense fuel into equipment at City locations, or at alternate staging areas designated by City. Such emergency supply will be made available within 12 hours of notification by City to the Contractor and will be supplied at the same fuel cost as regular deliveries, plus reasonable standby equipment charges, unless the Contractor is unable to do so as a result of the natural disaster. In this case, Contractor shall immediately notify City of its inability to supply tankers.

City has delivery requirements that must be adhered to in the performance of this contract.

17. DELIVERY LOCATIONS/TIMES FOR PERFORMANCE, AND BILLING ADDRESS

Contractor shall make delivery of renewable diesel fuel to the locations listed below and only during the times indicated, as follows:

City of Fairfield
Fleet Division
420 Gregory Street
Fairfield, CA 94533

Delivery Hours: 7:00 A.M. through 3:00 P.M.
Deliveries Accepted: Monday through Thursday

Billing Address:

City of Fairfield
Fleet Division
420 Gregory Street
Fairfield, CA 94533

18. FUEL AVAILABILITY (RENEWABLE DIESEL)

In the event that renewable diesel fuel becomes temporarily unavailable, the Contractor may deliver CARB Ultra-Low Sulfur Diesel (ULSD) diesel fuel to the City upon written approval from the Fleet Manager. Contractor must make any requests for the delivery of CARB ULSD diesel fuel in writing with an expected date of return to renewable diesel deliveries. No individual approval for the delivery of CARB ULSD diesel fuel shall be considered a blanket approval for the term of this Contract.

Pricing for CARB ULSD as provided in accordance with this section shall be as follows:

The OPIS RACK AVERAGE WITH CAR price per gallon of CARB Ultra-Low Sulfur Diesel (ULSD) is the **wholesale** "OPIS GROSS CARB NO. 2 ULTRA LOW SULFUR DISTILLATE PRICES WITH CAR COST" for PADD 5 San Francisco, CA, as shown in the 10 AM Contract Price Daily Issue of the Oil Price Information Service (OPIS) as "OPIS Rack Price".

The specification of CARB ULSD as provided in accordance with this section is detailed in **Section 5** of the **Technical Specifications** below.

19. PAYMENT

During the term of this Contract, City shall make payment to the Contractor in accordance with monthly invoices submitted by Contractor that reflect the amount of fuel gallons actually furnished during each month and the location and dates of the deliveries made.

City is exempt from the payment of Federal and State Excise and Transportation taxes, so such taxes must not be included on invoices. All applicable State Sales Taxes, Use Taxes, and California Oil Spill Recovery Fees shall be itemized and added to each invoice.

Prompt Payment to Subcontractors:

No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

20. PRODUCT TESTING

The Bidder must certify that the product to be furnished meets the minimum specifications in order to qualify for award of the Contract. During the term of this Contract, City may elect to sample fuel at any time it is delivered to each location. This sampling will be taken by City personnel with the cooperation of the delivery personnel. The sample will be tested by an independent third party laboratory and a report will be issued to City-designated contact.

For each occurrence that the fuel testing reveals that non-compliant fuel was delivered to City, the Contractor shall, at its sole cost and expense, replace the non-compliant fuel with fuel meeting the specifications stated in these Contract Documents and pay for subsequent independent testing to ensure the quality of the fuel. If City incurs a fine or any other cost or expense relating to the Contractor's delivery of non-compliant fuel, Contractor will reimburse City for the payment of the fine or other costs and expenses, related to delivery of non-compliant fuel, including the cost of independent testing, and shall indemnify, hold and save harmless City, its, officers, employees and agents respectively, against all suits or claims that may be related to such fines in accordance with the provisions of these Contract Documents. On the third such occurrence, City, at its sole option, may elect to terminate the Contract immediately.

21. TECHNICAL ASSISTANCE

The Contractor shall maintain and make available to City, upon request, technical services of competent engineers and necessary laboratory services at Contractor's sole cost and expense for the purpose of assisting City in resolving any problems that may arise in connection with the use of any of the items called for under this Contract.

22. OSHA MATERIAL SAFETY DATA SHEETS

During the duration of this Contract, the Contractor must comply with all Federal and California Laws, Regulations and Safety Standards in effect.

The Contractor must submit, with its bid, OSHA Material Safety Data Sheets on all applicable items. This information must be submitted to David Renschler, Fleet Manager.

23. BID PACKAGE

A complete bid package shall consist of the following items, all of which must be submitted by each Bidder:

- A. List of References
- B. List of Prime Contractor and Subcontractors/Suppliers
- C. Fair Employment Practices Certification
- D. Approved Equal Form
- E. Insurance Requirement Certification
- F. Acknowledgement of Addenda
- G. OSHA Material Safety Data Sheets
- H. Completed Bid Form
- I. Lobbying Certification
- J. Debarment and Suspension Certification

LIST OF REFERENCES
Furnishing and Delivering Renewable Diesel Fuel
2019-RD99

(DO NOT INCLUDE CITY AS A REFERENCE)

(See Special Provision 3 "Qualification of Bidders.")

1. COMPANY NAME _____
STREET ADDRESS _____
CITY, STATE, ZIP _____
CONTACT _____ TITLE _____
PHONE # (____) _____ FAX # (____) _____
EMAIL _____
SERVICE PROVIDED _____
CONTRACT VALUE _____

2. COMPANY NAME _____
STREET ADDRESS _____
CITY, STATE, ZIP _____
CONTACT _____ TITLE _____
PHONE # (____) _____ FAX # (____) _____
EMAIL _____
SERVICE PROVIDED _____
CONTRACT VALUE _____

3. COMPANY NAME _____
STREET ADDRESS _____
CITY, STATE, ZIP _____
CONTACT _____ TITLE _____
PHONE # (____) _____ FAX # (____) _____
EMAIL _____
SERVICE PROVIDED _____
CONTRACT VALUE _____

LIST OF PRIME CONTRACTOR AND SUBCONTRACTORS/SUPPLIERS

Bidder's Name: _____ Disadvantaged Business Enterprise: Yes* _____ No _____ Small Business Enterprise: Yes* _____ No _____
 Owner or Contact Person: _____ Title: _____
 Address: _____ Firm's Annual Gross Receipts**: _____ Age of Firm: _____
 Phone: (____) _____ Fax: (____) _____ Email address: _____

*If yes, provide documentation showing the firm's current certification status.

**Optional

List the following information for all subcontractors/suppliers who provided a bid, quote or proposal to the Bidder:

Company Name/Address/Phone/FAX Owner's Name or Contact Person		DBE/SBE NonDBE	Description of Work. Type of Materials/Supplies.	Dollar Amount of Work/Supplies	Bid/Quote Accepted? (Yes/No)
1					
2					
3					
4					
5					

The undersigned will enter into a formal agreement with the subcontractor(s) and/or supplier(s) whose bid/quote was accepted conditioned upon execution of a contract with City. I certify that the information included on this form is complete and correct.

Signature of Owner or Authorized Representative

Title

Date

FAIR EMPLOYMENT PRACTICES CERTIFICATION

In connection with the performance of work under this Contract, the Contractor agrees as follows:

1. The Contractor will not willfully discriminate against any employee or applicant for employment because of race, color, religious creed, ancestry, national origin, sex, marital status, physical handicap, or medical condition, as defined in Government Code Section 12926. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, sex, physical handicap, or medical condition as defined in Government Code Section 12926. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Fair Employment Practices section.
2. The Contractor will send to each labor union or representative of worker with which he has a collective bargaining agreement or other contract or understanding, a notice, advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
3. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data records by the Fair Employment and Housing Commission, the awarding authority or any other appropriate agency of the State of California designated by the awarding authority for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this Contract.
4. A finding of willful violation of the Fair Employment Practices section of this Contract or of the Fair Employment and Housing Act, Government Code Sections 12900 *et. seq.*, shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible Bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's prequalification rating, if any, and for refusing to establish, re-establish or renew a prequalification rating for the Contractor.

The awarding authority shall deem a finding of willful violation of the Fair Employment and Housing Act to have occurred upon receipt of written notice from the Fair Employment and Housing Commission that it has investigated and determined that the Contractor has violated the Fair Employment and Housing Act and has issued an order under Government Code Section 12970 or obtained an injunction under Government Code Section 12973.

Upon receipt of such written notice from the Department of Fair Employment and Housing, the awarding authority shall notify the Contractor that unless he demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his prequalification rating will be revoked at the expiration of such period.

5. The Contractor agrees that, should the awarding authority determine that the Contractor has not complied with the Fair Employment Practices section of this Contract, then pursuant to Labor Code Sections 1735 and 1775, the Contractor shall, as a penalty to the awarding authority, forfeit for each calendar day, or portion thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The awarding authority may deduct any such damages from any monies due the Contractor.
6. Nothing contained in the Fair Employment Practices section shall be construed in any manner or fashion so as to prevent the awarding authority from pursuing any other remedies that may be available at law.
7. The Contractor will include the provisions of the foregoing Paragraphs 1 through 6 in every first-tier subcontract, if any, so that such provisions will be binding upon each such subcontractor.
8. Statements and Payrolls. The Contractor shall maintain his records in conformance with the requirements in the Specification and the following provisions:

- a. The submission by the Contractor of payroll, or copies thereof, is required. Each Contractor and subcontractor shall preserve his weekly payroll records for a period of three years from the date of completion of this Contract.
- b. The payroll records shall contain the name, address, and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid.
- c. The Contractor shall make his payroll records available at the project site for inspection by City and shall permit City to interview employees during working hours on the job.

The following certification is to be executed by every Bidder and enclosed and forwarded in a sealed envelope containing the bid. The person signing the certification shall state his address and official capacity.

FAIR EMPLOYMENT PRACTICES CERTIFICATION TO THE CITY OF FAIRFIELD:

The undersigned, in submitting a bid for performing the following work by contract, hereby certifies that the Bidder will meet the above standards of affirmative compliance with the Fair Employment and Housing Act, Government Code Section 12900, *et. seq.*

FAIR EMPLOYMENT PRACTICES CERTIFICATION (CONTINUED)

			_____ PRODUCT AND SERVICES	
_____ DATE			(Type)	_____ BIDDING COMPANY
_____ ADDRESS NUMBER AND STREET			BY	_____ SIGNATURE
_____ CITY STATE ZIP CODE			(Type)	_____ NAME OF SIGNER
_____ TELEPHONE			(Type)	_____ TITLE

APPROVED EQUAL FORM

**Furnishing and Delivering Renewable Diesel Fuel
2019-RD99**

IMPORTANT: USE A SEPARATE FORM FOR EACH SEPARATE SOLICITATION, PROVISION, OR SPECIFICATION ITEM REQUEST. COPY THIS FORM AS NEEDED.

Submitted by: _____ (Company Name)

City requires that all prospective Bidders completely fill out and attach this form **with every separate specification item request** for an Approved Equal pertaining to this Contract. Failure to completely fill out this form and submit with the request may result in denial of the request. Any further information that may be useful in reviewing such a request should also be attached to this form.

1. A. Approved equal is being requested for _____,
to be used in place of _____
(list technical specification or other reference number, [e.g. page TS-1, title, subsection, item]).
B. Page Number _____
C. Section Number and Heading _____
2. Description of approved equal request/substitution: _____
_____.
3. Product purpose: _____.
4. Does this proposed approved equal request/substitution meet all applicable federal, state and local laws and regulations? _____ (If NO, please explain): _____
_____.
5. List three commercial firms within the United States, which have used the proposed approved equal request/substitution (list California properties first):

A. Company Name _____
Street Address _____
City/State/Zip Code _____
Telephone No. (____) _____
Name of Contact Person _____

B. Company Name _____
Street Address _____
City/State/Zip Code _____
Telephone No. (____) _____
Name of Contact Person _____

C. Company Name _____
Street Address _____
City/State/Zip Code _____
Telephone No. (____) _____
Name of Contact Person _____
6. List the benefits and any other reasons why City should approve this request for approved equal/substitution: _____
_____.
7. Attach pertinent test data, technical data, and background information on the approved equal request.

INSURANCE REQUIREMENT CERTIFICATION

The Bidder agrees by submitting this Bid that the Bidder understands and meets the minimum insurance requirement outlined in Special Provisions 13 and 14.

The Bidder or offer hereby certifies that it will meet the Insurance Requirements outlined in Special Provisions 13 and 14.

Date_____

Signature_____

Company Name_____

Title_____

ACKNOWLEDGEMENT OF ADDENDA

The undersigned hereby acknowledges receipt of the following noted addenda from City of Fairfield for Proposal 2019-RD99.

Addendum #	Dated	Received By
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTE: Failure to acknowledge receipt of all addenda may cause the Bid to be considered non-responsive to the solicitation. Acknowledgement of receipt of each addendum must be clearly established and included with the Bid.

Name of Bidder

Address

City, State, Zip Code

Authorized Signature

Date

Lobbying Certification

The undersigned _____ certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all [SUBContractors](#) shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The [Vendor](#), _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the [Vendor](#) understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of [Vendor](#)'s Authorized Official

Name and Title of [Vendor](#)'s Authorized Official

Date

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, City of Fairfield may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to City of Fairfield if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact City of Fairfield for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by City of Fairfield.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, City of Fairfield may pursue available remedies including suspension and/or debarment.

**"Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion - Lower Tier Covered Transaction"**

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Date _____

Signature _____

Company Name _____

Title _____

**TECHNICAL SPECIFICATIONS
FOR
FURNISHING AND DELIVERING RENEWABLE DIESEL FUEL
FOR
THE CITY OF FAIRFIELD**

2019-RD99

1. GENERAL

It is the intent of these specifications to describe the requirements for the supply of renewable diesel fuel to the City of Fairfield. The renewable diesel supplied under this contract shall conform to ASTM-D975 and having the minimum and/or maximum characteristics as more particularly defined in Technical Specification 4 below.

The CARB Ultra Low Sulfur Diesel supplied under this contract, if any, shall conform to ASTM-D975 and having the minimum and/or maximum characteristics as more particularly defined in Technical Specification 5 below.

These minimum and/or maximum characteristics have been established by City, in concert with the minimum requirements of the engine manufacturers who have provided engines for the buses currently operated by City. These specifications shall take precedence over ASTM-D975 where deviations are noted.

The successful Bidder shall supply the renewable diesel fuel in accordance with these specifications and within the schedule of services described in the Special Provisions during the term of the Contract.

2. CONFORMITY

All Bidders must conform to these specifications and the products they furnish shall be of first class quality and the equipment used to provide said products shall be the best obtainable in the various trades.

No advantage shall be taken by the manufacturer in the addition and/or omission of any ingredient or detail, which makes the renewable diesel non-compliant with any of the specifications, even though such details are not mentioned in these specifications.

In all cases, products must be furnished as specified, but if the term "approved equal" is used, the Fleet Manager must approve any product substituted for a specified product. All material not specified shall be the manufacturer's standard products.

3. RESPONSIBILITY

The Contractor shall assume responsibility for all products and services associated with this Contract, whether they be provided by the Contractor or purchased ready-made from an outside source.

4. SPECIFICATION FOR RENEWABLE DIESEL (RD-99)

4.1 "Renewable Diesel," means a diesel fuel that is produced from non-petroleum renewable sources but is not a mono-alkyl ester and which is registered as a motor vehicle fuel or fuel additive under 40 CFR Part 79.

4.2 The renewable diesel fuel shall conform to California Code of Regulations (CCR) Title 4, Division 9, Chapter 6 Article 5, Section 4149. The renewable diesel fuel shall also meet

the requirements of the California Code of Regulation, Title 13, Division 3, Chapter 5, Article 2, Section 2281 (sulfur content) and section 2282 (aromatic hydrocarbon). Alternative diesel formulations must be certified by CARB. The carbon intensity of the fuel shall be no more than 50 gCO₂e/MJ as determined by the Low Carbon Fuel Standard (LCFS), Title 17, Division 3, Chapter 1, Subchapter 10, Article 4, Subarticle 7, of California Code of Regulations (CCR), Section 95486.

- 4.3 City may, at any time, take a sample of the delivered product to be inspected and tested according to the methods specified in active standards, ASTM D5453 for sulfur, D5186 for aromatics and other test methods specified in ASTM D975.
- 4.4 The finished fuel shall be visually free of un-dissolved water, sediment, and suspended matter.
- 4.5 STORAGE LIFE: The fuel shall not deteriorate in ordinary storage and shall not form excessive gum, resin, or deposits.

5. SPECIFICATION FOR ULTRA-LOW SULFUR DIESEL FUEL

- 5.1 The diesel fuel supplied shall be a certified petroleum distillate, with NO ADDITIVES ADDED except where noted otherwise, having the following characteristics:
- 5.2 It is the intent of these specifications to describe the requirements for the supply of CARB #2 Ultra-Low Sulfur Diesel Fuel. The fuel shall be compatible for use with Cummins and Detroit Diesel engines and approved by the manufacturers for use with their engines. The ultra-low sulfur diesel fuel shall in no way harm existing and future diesel engines. The ultra-low sulfur diesel fuel shall be a petroleum distillate conforming to ASTM-D975 and shall have the minimum and/or maximum characteristics as described below.
- 5.3 The fuel shall be CARB #2 diesel fuel with a maximum sulfur content of 15 ppm and have the following characteristics:

<u>Property</u>	<u>Units</u>	<u>Specification</u>	<u>Test Method</u>
Sulfur	PPM	15 Maximum	ASTM D-2622
Fluidity			
Cloud Point (Sum/Win)	Degrees F	32/15	ASTM D-2500
Lubricity	SL BOCLE #	3100 Minimum	

The bidder must certify that the ultra-low sulfur diesel fuel to be supplied under this Contract meets the EPA and CARB requirements.

7. FUTURE FUEL SPECIFICATION CHANGES

During the term of this Contract, City may require a change in the specification of the renewable diesel fuel supplied to comply with any change in federal, state, or local laws governing fuel properties. In the event that such changes are necessary, City shall notify their respective Contractor in writing of the requested change. The Contractor shall provide City with the change in the cost per gallon of fuel to the price bid for the original Contract. If City and Contractor cannot reach an agreement on the added cost for the requested change, the Contract may be terminated by either party within (30) day's written notice to the other party. Until termination, the reasonable determination of City's Fleet Manager as to the cost of the new fuel shall prevail.

8. RENEWABLE DIESEL FUEL STORAGE TANK CAPACITIES, AND ESTIMATED ANNUAL USAGE

Capacities:

DIESEL FUEL:

2 each, 10,000 gallon tanks for renewable diesel fuel per underground tank at the Fairfield Facility

Estimated Annual Usage:

DIESEL FUEL:

450,000 gallons of renewable diesel fuel at the Fairfield Facility

BID FORM

Furnishing and Delivering of Renewable Diesel Fuel

2019-RD99

City of Fairfield

Description	SEP. 24 OPIS RACK Avg. per Gallon	Add On per Gallon	Deduct per Gallon	Bidding Net Rack Average (Check if YES)	Unit Bid Price per Gallon	Estimated Requirement for a 1-Year Period	Estimated Grand Total Bid Price for a 1-Year Period
CARB Renewable Diesel (RD99)	\$_____ per gallon	\$_____ per gallon	\$<_____> per gallon		\$_____ per gallon	450,000	\$_____

OPIS Rack quoted: () San Francisco, CA

Note: Bidder must attach documentation of CARB Certification for the Renewable Diesel Fuel.
Bidder must attach documentation of CARB Certification for the Ultra Low Sulfur Diesel Fuel

Bidder's Signature _____ Company _____

OPIS RACK PRICE WITH CAR

SAN FRANCISCO, CA

2019-09-24 10:00:03 EDT

OPIS CONTRACT BENCHMARK FILE

**OPIS GROSS CARFG ETHANOL (10%) PRICES WITH CAR COST **

	Terms	Unl	Move	Mid	Move	Pre	Move	Move	Date	Time
XOM-TSO	b 1-10	244.00d	+11.00	256.00d	+11.00	268.00d	+11.00		09/23	18:00
Valero	b N-10	248.84d	+20.00	258.81d	+20.00	268.79d	+20.00		09/23	18:00
PSX	b 1-10	260.48	+19.70	272.10	+19.70	283.72	+19.70		09/23	18:00
Valero	u N-10	273.34	+25.00	288.31	+25.00	303.29	+25.00		09/23	18:00
Shell	b 125-3	280.53	+20.26	294.16	+20.26	307.80	+20.26		09/23	18:00
PSX	u N-10	280.98	+23.00	302.98	+23.00	312.98	+23.00		09/23	18:00
Tesoro	u N-10	282.00o	+21.00	302.00o	+21.00	312.00o	+21.00		09/24	00:03
Chevron	b 1t45c	283.00	+20.00	296.00	+20.00	306.00	+20.00		09/23	18:00
Texaco	b 1t45c	283.00	+20.00	296.00	+20.00	306.00	+20.00		09/23	18:00
Shell	u N-10	317.26o	+26.50	339.26o	+26.50	347.88o	+26.50		09/23	18:00
LOW RACK		260.48		272.10		283.72				
HIGH RACK		283.00		302.98		312.98				
RACK AVG		276.89		291.59		303.30				
CAP-AT-THE-RACK		13.75		13.72		13.70				
LCFS COST		16.290		16.290		16.290				
OPIS SAN FRANCISCO DELIVERED SPOT (SRI)										
FOB SAN FRANCISCO		235.41		244.41		257.92				
BRD LOW RACK		260.48		272.10		283.72				
BRD HIGH RACK		283.00		296.00		307.80				
BRD RACK AVG		276.75		289.57		300.88				
UBD LOW RACK		273.34		288.31		303.29				
UBD HIGH RACK		280.98		302.98		312.98				
UBD RACK AVG		277.16		295.65		308.14				
CONT AVG-09/24		276.89		291.59		303.30				
CONT LOW-09/24		260.48		272.10		283.72				
CONT HIGH-09/24		283.00		302.98		312.98				

d=not in average, o=out of product

SAN FRANCISCO, CA

LOW RETAIL	337.53
AVG RETAIL	387.12
LOW RETAIL EX-TAX	257.92
AVG RETAIL EX-TAX	308.15

SAN FRANCISCO, CA

2019-09-24 10:00:03 EDT

OPIS CONTRACT BENCHMARK FILE

**OPIS GROSS CARB ULTRA LOW SULFUR DISTILLATE PRICES WITH CAR COST **

	Terms	No2	Move	No.2 RD	Move	No.2 NRLM	Move	Move	Date	Time
Tesoro	u N-10	238.70	- 2.25	239.70	- 2.25	-- --	-- --		09/24	00:03
PSX	u N-10	241.60	- 2.00	242.10	- 2.00	-- --	-- --		09/23	18:00
Shell	u N-10	243.05	- 1.90	243.55	- 1.90	-- --	-- --		09/23	18:00
XOM-TSO	b 1-10	244.75	- 2.55	-- --	-- --	-- --	-- --		09/23	18:00
Chevron	b 1t45c	245.00	- 3.40	-- --	-- --	-- --	-- --		09/23	18:00
Texaco	b 1t45c	245.00	- 3.40	-- --	-- --	-- --	-- --		09/23	18:00
Shell	b 1-10	245.51	- 1.92	-- --	-- --	-- --	-- --		09/23	18:00
Valero	u N-10	246.52	+ 5.00	253.82	+ 5.00	-- --	-- --		09/23	18:00
PSX	b 1-10	246.54	- 2.27	247.04	- 2.27	-- --	-- --		09/23	18:00
Valero	b N-10	247.97	+ 3.00	-- --	-- --	-- --	-- --		09/23	18:00
LOW RACK		238.70		239.70		-- --	-- --			
HIGH RACK		247.97		253.82		-- --	-- --			
RACK AVG		244.46		245.24		-- --	-- --			
CAP-AT-THE-RACK		17.47		17.47		-- --	-- --			
LCFS COST		16.845		16.845		-- --	-- --			
OPIS SAN FRANCISCO DELIVERED SPOT (SRI)										
FOB SAN FRANCISCO		207.14		207.49		-- --	-- --			
BRD LOW RACK		244.75		247.04		-- --	-- --			
BRD HIGH RACK		247.97		247.04		-- --	-- --			

OPIS RACK PRICE WITH CAR

BRD RACK AVG	245.80	247.04	-- --
UBD LOW RACK	238.70	239.70	-- --
UBD HIGH RACK	246.52	253.82	-- --
UBD RACK AVG	242.47	244.79	-- --
CONT AVG-09/24	244.46	245.24	-- --
CONT LOW-09/24	238.70	239.70	-- --
CONT HIGH-09/24	247.97	253.82	-- --

SAN FRANCISCO, CA

2019-09-24 10:00:03 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS SPECIALTY DISTILLATE PRICES

	Terms	JET	Move	MARINE	Move	Date	Time
PSX	b N-10	208.36	+13.01	-- --	-- --	09/24	00:01
LOW RACK		208.36		-- --			
HIGH RACK		208.36		-- --			
RACK AVG		208.36		-- --			
BRD LOW RACK		208.36		-- --			
BRD HIGH RACK		208.36		-- --			
BRD RACK AVG		208.36		-- --			
CONT AVG-09/24		208.36		-- --			
CONT LOW-09/24		208.36		-- --			
CONT HIGH-09/24		208.36		-- --			

SAN FRANCISCO, CA

2019-09-24 10:00:03 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS WHOLESALE B0-5 MULT BIODIESEL PRICES WITH CAR COST

	Terms	CULS	CULS	Move	Date	Time
PSX	u N-10	241.60	242.10		09/23	18:00
Chevron	b 1t45c	244.00	-- --		09/23	18:00
Texaco	b 1t45c	244.00	-- --		09/23	18:00
PSX	b 1-10	246.54	247.04		09/23	18:00
LOW RACK		241.60	242.10			
HIGH RACK		246.54	247.04			
RACK AVG		244.04	244.57			
CAP-AT-THE-RACK		17.47	17.47			
BRD LOW RACK		244.00	247.04			
BRD HIGH RACK		246.54	247.04			
BRD RACK AVG		244.85	247.04			
UBD LOW RACK		241.60	242.10			
UBD HIGH RACK		241.60	242.10			
UBD RACK AVG		241.60	242.10			
CONT AVG-09/24		244.04	244.57			
CONT LOW-09/24		241.60	242.10			
CONT HIGH-09/24		246.54	247.04			

SAN FRANCISCO, CA

2019-09-24 10:00:03 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS WHOLESALE B1 SME BIODIESEL PRICES WITH CAR COST

	Terms	CULS	Move	Date	Time
Suma	u N-15	279.73		09/20	09:30
LOW RACK		279.73			
HIGH RACK		279.73			
RACK AVG		279.73			
CAP-AT-THE-RACK		17.29			
UBD LOW RACK		279.73			
UBD HIGH RACK		279.73			
UBD RACK AVG		279.73			
CONT AVG-09/24		279.73			
CONT LOW-09/24		279.73			
CONT HIGH-09/24		279.73			

OPIS RACK PRICE WITH CAR

SAN FRANCISCO, CA

2019-09-24 10:00:03 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS WHOLESALE B5 SME BIODIESEL PRICES WITH CAR COST

	Terms	CULS	Move	Date	Time
Suma	u N-15	288.63		09/20	09:30
LOW RACK		288.63			
HIGH RACK		288.63			
RACK AVG		288.63			
CAP-AT-THE-RACK		16.60			
UBD LOW RACK		288.63			
UBD HIGH RACK		288.63			
UBD RACK AVG		288.63			
CONT AVG-09/24		288.63			
CONT LOW-09/24		288.63			
CONT HIGH-09/24		288.63			

SAN FRANCISCO, CA

2019-09-24 10:00:03 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS WHOLESALE B5 YGME BIODIESEL PRICES WITH CAR COST

	Terms	CULS	Move	Date	Time
Suma	u N-15	285.38		09/20	09:30
LOW RACK		285.38			
HIGH RACK		285.38			
RACK AVG		285.38			
CAP-AT-THE-RACK		16.60			
UBD LOW RACK		285.38			
UBD HIGH RACK		285.38			
UBD RACK AVG		285.38			
CONT AVG-09/24		285.38			
CONT LOW-09/24		285.38			
CONT HIGH-09/24		285.38			

SAN FRANCISCO, CA

2019-09-24 10:00:03 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS WHOLESALE B20 SME BIODIESEL PRICES WITH CAR COST

	Terms	CULS	Move	Date	Time
Suma	u N-15	320.88		09/20	09:30
LOW RACK		320.88			
HIGH RACK		320.88			
RACK AVG		320.88			
CAP-AT-THE-RACK		13.98			
UBD LOW RACK		320.88			
UBD HIGH RACK		320.88			
UBD RACK AVG		320.88			
CONT AVG-09/24		320.88			
CONT LOW-09/24		320.88			
CONT HIGH-09/24		320.88			

SAN FRANCISCO, CA

2019-09-24 10:00:03 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS WHOLESALE B20 YGME BIODIESEL PRICES WITH CAR COST

	Terms	CULS	Move	Date	Time
Suma	u N-15	304.88		09/20	09:30
LOW RACK		304.88			
HIGH RACK		304.88			
RACK AVG		304.88			
CAP-AT-THE-RACK		13.98			
UBD LOW RACK		304.88			

OPIS RACK PRICE WITH CAR

UBD HIGH RACK	304.88
UBD RACK AVG	304.88
CONT AVG-09/24	304.88
CONT LOW-09/24	304.88
CONT HIGH-09/24	304.88

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Rack prices are adjusted in this report to reflect the wholesale rack prices modified to include/exclude the CAR values for California locations.

Subscriber fully understands that the CAR Adjusted Rack Price files MAY NOT match the official standard/terminal OPIS Rack Displays and agrees to fully inform those whom the subscriber does business with of the nature of the prices and how they may be different from standard/terminal OPIS rack prices. Subscriber accepts the risks inherent with using OPIS CAR Adjusted Rack Price files. http://www.opisnet.com/resources/cap_and_trade_supplier_list.pdf

City of Fairfield
IFB 2019-RD99
Furnishing Renewable Diesel (RD-99)
Addendum No. 1
September 25, 2019

To all interested parties:

Notice is hereby given that the City of Fairfield has issued the Addendum No. 1 to the above-referenced Invitation for Bid.

Firms interested in submitting a Bid in response to the IFB are responsible for ensuring that their bids are received by the time and date indicated in the IFB.

Bid documents for IFB 2019-RD99 are hereby modified as follows:

1. The Insurance Requirement Certification located on page 38 of the bid document is replaced with the revised Insurance Requirement Certification as attached.

David Renschler
Fleet Manager
City of Fairfield

INSURANCE REQUIREMENT CERTIFICATION

The Bidder agrees by submitting this Bid that the Bidder understands and meets the minimum insurance requirement outlined in Special Provisions 14 and 15.

The Bidder or offer hereby certifies that it will meet the Insurance Requirements outlined in Special Provisions 14 and 15.

Date_____

Signature_____

Company Name_____

Title_____

City of Fairfield
IFB 2019-RD99
Furnishing Renewable Diesel (RD-99)
Addendum No. 2
September 30, 2019

To all interested parties:

Notice is hereby given that the City of Fairfield has issued the Addendum No. 2 to the above-referenced Invitation for Bid.

Firms interested in submitting a Bid in response to the IFB are responsible for ensuring that their bids are received by the time and date indicated in the IFB.

Bid documents for IFB 2019-RD99 are hereby modified as follows:

1. The following Appendix I – Protest Procedures are incorporated into the Invitation for Bid.

David Renschler
Fleet Manager
City of Fairfield

APPENDIX I – PROTEST PROCEDURES

A. Purpose

The purpose of these procedures is to set forth the procedures to be utilized by City in considering and determining all protests or objections regarding solicitations, proposed award of a contract, or award of a contract whether before or after award.

B. General

In order for a protest to be considered by City, it must be submitted by an interested party (as defined below in accordance with the procedures set forth herein). A protest which is submitted by a party which is not an interested party or which is not in accordance with the procedures shall not be considered by City, and will be returned to the submitting party without any further action by City.

C. Definitions

For purposes of these Protest Procedures:

1. The term “Bid” includes any bid or offer submitted by a bidder in response to an Invitation for Bid (IFB), and a proposal submitted by an offeror in response to a Request for Proposals (RFP).
2. The term “contract” means that document to be entered into between City and the successful bidder and offeror.
3. The term “days” refers to normal business days of City staff offices.
4. The term “interested party” means any person: (a) who is an actual or prospective proposer, bidder, or offeror in the procurement involved; and (b) whose direct economic interest would be affected by the award of the contract or by failure to award a contract.
5. The term “solicitation” means an Invitation for Bids (IFB), Request for Proposals (RFP), or other form of document used to procure equipment or services.

D. Grounds for Protest

Any interested party may file a bid protest with City on the grounds that:

1. City has failed to comply with applicable Federal or State Law;
2. City has failed to comply with its procurement procedures;
3. City has failed to comply with the terms of the solicitation in question, including the failure to adhere to the evaluation criteria set forth in the solicitation, if applicable;
4. City has issued restrictive or discriminatory specifications; or,
5. Award is made to other than the lowest responsive and responsible bidder on formally advertised (IFB) procurements.

E. Contents of Protest

1. A bid protest must be filed in writing and must include:
 - a. The name and address of the protestor.
 - b. The name and number of the procurement solicitation.
 - c. A detailed statement of the grounds for the protest, including all relevant facts and a citation to the Federal or State law, the provision of City procurement procedures, or specific term of the solicitation alleged to have been violated.
 - d. Any relevant supporting documentation the protesting party desires City to consider in making its decision.
 - e. The desired relief, action, or ruling sought by the protestor.
2. Protests must be filed with:

City Manager
City of Fairfield
1000 Webster Street
Fairfield, CA 94533
3. All protests must be received at the City address listed above during normal office hours of 8:00 a.m. to 5:00 p.m., Pacific Standard or Daylight Time.
4. If any of the information required by this section is omitted or incomplete, City will notify the protestor, in writing, within one day of the receipt of the protest, and the protestor will be given one day to provide the omitted or incomplete information in order for the protest to be further considered. Note that this provision only applies in the case of a failure to state any grounds for a protest and does not apply to stating inadequate grounds for a protest or the failure to submit documentation.

F. Timing Requirements and Categories of Protests

City will consider the following categories of bid protests within the time period set forth in each category:

1. Any bid protest alleging improprieties in a solicitation process or in solicitation documents must be filed no later than five days prior to the scheduled bid opening or deadline for submittal or proposals, as appropriate, in order to be considered by City. Any protest based on such grounds not filed within this period will not be considered by City. This category of protests includes, but is not limited to, allegation of restrictive or exclusionary specifications or conditions.
2. Any bid protests regarding the evaluation of bids or proposals by City, or improprieties involving the approval or award or proposed approval or award of a contract must be filed with City no later than 72 hours after the protestor's receipt of City's written notice of its decision or intended decision to award a contract. Any protest filed after such date which raises issues regarding the bid proposal evaluation, or the contract approval or award will not be considered by City.

G. Review of Protest by City

1. City will notify the protestor within 3 days of timely receipt of a bid protest that the protest is being considered.
2. In the notification, City will inform the protestor of any additional information required for evaluation of the protest by City, and set a time deadline for submittal of such information. If City requests additional information, and it is not submitted by the stated deadline, City may either review the protest on the information before it, or decline to take further action on the protest.
3. In its sole discretion, City may give notice of any bid protest to other bidders or proposers for the procurement involved in the protest, as appropriate, and permit such bidders or offerors to submit comments to City relative to the merits of the bid protest. City will set a time deadline for the submittal of such comments, which will be no less than 5 days after City provides notification of the protest.
4. In its sole discretion, City may schedule an informal conference on the merits of a bid protest. All interested parties will be invited to participate in the conference. Any information provided at the conference will only be considered by City in deciding the bid protest if it is submitted to City in writing within 3 days after the conference.

H. Effects of Protest on Procurement Actions

1. Upon receipt of a timely protest regarding either the solicitation process of the solicitation documents in the case of sealed bids, City will postpone the opening of bids until resolution of the protest. The filing of the protest will not, however, change the date on which bids are due, unless City determines, and so notifies all bidders, that such a date change is necessary and appropriate to carry out the goals of the procurement and assure fair treatment for all bidders.
2. Upon receipt of a timely protest regarding evaluation of bid or proposals, or the approval or award of a contract, City will suspend contract approval or other pending action, or issue a stop work order if appropriate, until the resolution of the protest. In this event, the successful bidder or proposer may not recover costs as a change order.
3. Notwithstanding the pendency of a bid protest, City reserves the right to proceed with any appropriate step or action in the procurement process or in the implementation of the contract in the following cases:
 - a. Where the item to be procured is urgently required;
 - b. Where City determines, in writing, that the protest is vexatious or frivolous;
 - c. Where delivery or performance will be unduly delayed, or other undue harm to City will occur, by failure to make the award promptly; or,
 - d. Where City determines that proceeding with the procurement is otherwise in the public interest.

I. Summary Dismissal of Protests

City reserves the right to summarily dismiss all or any portion for a bid protest that raises legal or factual arguments or allegations that have been considered and adjudicated by City in a previous bid protest by any interested party in the same solicitation or procurement action.

J. Protest Decisions

1. After review of a bid protest, the Director of Public Works shall make a recommendation to the City Manager of the appropriate disposition of such protest.
2. The recommendation shall be made on the basis of the information provided by the protestor and other parties, the results of any conferences, and City's own investigation and analysis.
3. If the protest is upheld, City will take appropriate action to correct the procurement process and protect the rights of the protestor, including resolicitation, revised evaluation of bids or proposals or City's determination, or termination of the contract.
4. If the protest is denied, City will lift any suspension imposed and proceed with the appropriate state of the procurement process or the contract.

K. Judicial Appeals

A protest adversely affected by a bid protest decision may appeal such decision to an appropriate court of the State of California.

L. Federal Transit Administration Appeals (Only if Federal funds are used in the procurement)

1. A protestor adversely affected by a bid protest decision of the City Manager may submit a protest to the Federal Transit Administration (FTA) in accordance with the provisions of FTA Circular 4220.1F, as currently in effect as of the date of City's decision on the bid protest.
2. Under the provision of the FTA Circular, FTA will only review protests regarding:
 - a. the alleged failure of City to have written protest procedures or the alleged failure to have followed such protest procedures or
 - b. the alleged failure to review a complaint or protest or
 - c. alleged violations of Federal law or regulation.
3. In accordance with the FTA Circular, such protest must be filed no later than 5 days after the protest knew or should have known of City's alleged failure listed above.
4. Under the following conditions, City may proceed with the procurement in spite of a pending protest to the FTA:
 - a. The items to be procured are urgently required;
 - b. Delivery or performance will be unduly delayed by failure to make the award promptly; or,
 - c. Failure to make prompt award will otherwise cause undue harm to City or the Federal Government.

City of Fairfield
IFB 2019-RD99
Furnishing Renewable Diesel (RD-99)
Addendum No. 3
October 3, 2019

To all interested parties:

Notice is hereby given that the City of Fairfield has issued the Addendum No. 3 to the above-referenced Invitation for Bid.

Firms interested in submitting a Bid in response to the IFB are responsible for ensuring that their bids are received by the time and date indicated in the IFB.

Bid documents for IFB 2019-RD99 are hereby modified as follows:

1. The fourth paragraph of Item 16, "DELIVERY INSTRUCTIONS", of the Special Provisions shall now read:

"In the event of emergency fuel supply needs arising from the failure of City's fuel supply systems, power outages, or from natural disasters, the Contractor shall **provide pump-equipped supply tankers with operators to deliver and dispense fuel** into equipment at City locations, or at alternate staging areas designated by City. Such emergency supply will be made available within 12 hours of notification by City to the Contractor and will be supplied at the same fuel cost as regular deliveries, plus reasonable standby equipment charges, unless the Contractor is unable to do so as a result of the natural disaster. In this case, Contractor shall immediately notify City of its inability to supply tankers."

2. City will accept blended renewable diesel fuel with up to 5% biodiesel (RD95/B5) as an approved equal to renewable diesel fuel (RD-99) as specified in the bid, provided that the renewable diesel/biodiesel blended fuel conforms to Item 4, "SPECIFICATION FOR RENEWABLE DIESEL (RD-99)", of the Technical Specifications.

David Renschler
Fleet Manager
City of Fairfield

BID FORM

Furnishing and Delivering of Renewable Diesel Fuel

2019-RD99

City of Fairfield

Description	SEP. 24 OPIS RACK Avg. per Gallon	Add On per Gallon	Deduct per Gallon	Bidding Net Rack Average (Check if YES)	Unit Bid Price per Gallon	Estimated Requirement for a 1-Year Period	Estimated Grand Total Bid Price for a 1-Year Period
CARB Renewable Diesel (RD99)	\$ <u>2.4404</u> per gallon	\$ <u> </u> per gallon	\$ <u><.0317></u> per gallon		\$ <u>2.4087</u> per gallon	450,000	\$ <u>1,083,915</u>

OPIS Rack quoted: (X) San Francisco, CA

Note: Bidder must attach documentation of CARB Certification for the Renewable Diesel Fuel.
Bidder must attach documentation of CARB Certification for the Ultra Low Sulfur Diesel Fuel

Bidder's Signature



Company

Stan Boyett & Son, Inc
DBA Boyett Petroleum

LIST OF REFERENCES
Furnishing and Delivering Renewable Diesel Fuel
2019-RD99

(DO NOT INCLUDE CITY AS A REFERENCE)

(See Special Provision 3 "Qualification of Bidders.")

1. COMPANY NAME Alameda Contra Costa Transit District
STREET ADDRESS 10626 International Boulevard
CITY, STATE, ZIP Oakland CA 94603
CONTACT Ross Aguas TITLE Buyer
PHONE # (510) 577-8809 FAX # ()
EMAIL raguas@actransit.org
SERVICE PROVIDED delivery of gas / diesel
CONTRACT VALUE weekly - ongoing

2. COMPANY NAME City of Modesto
STREET ADDRESS PO Box 1642
CITY, STATE, ZIP Modesto CA 95353
CONTACT Tammy Wallace TITLE Buyer
PHONE # (209) 577-5382 FAX # ()
EMAIL _____
SERVICE PROVIDED Fuel to various
CONTRACT VALUE _____

3. COMPANY NAME Fleet Fuel Company LLC
STREET ADDRESS 12225 Stephens Road
CITY, STATE, ZIP Warren MI 48089
CONTACT John Champagne TITLE Senior Fuel Analyst
PHONE # (586) 939-7000 x 2946 FAX # ()
EMAIL jochampagne@gocrown.ws
SERVICE PROVIDED Diesel to various sites
CONTRACT VALUE _____

LIST OF PRIME CONTRACTOR AND SUBCONTRACTORS/SUPPLIERS

Bidder's Name: Stan Boyett & Son, Inc. DBA Boyett Petroleum Disadvantaged Business Enterprise: Yes* ☐ No ☒ Small Business Enterprise: Yes* ☐ No ☒
 Owner or Contact Person: Kristine Katz Title: Account Executive
 Address: 601 McHenry Ave, Modesto CA 95350 Firm's Annual Gross Receipts**: _____ Age of Firm: 79 years
 Phone: (707) 738-9724 Fax: (916) 264-2016 Email address: kkatz@boyett.net

*If yes, provide documentation showing the firm's current certification status.

**Optional

List the following information for all subcontractors/suppliers who provided a bid, quote or proposal to the Bidder:

	Company Name/Address/Phone/FAX Owner's Name or Contact Person	DBE/SBE NonDBE	Description of Work. Type of Materials/Supplies.	Dollar Amount of Work/Supplies	Bid/Quote Accepted? (Yes/No)
1	Williams Tank Lines 1477 Tillie Lewis Drive Stockton CA 95206 AL (800) 877-0213	TBD	Common Fuel Carrier	TBD	TBD
2	Henner Tank Lines 16723 Byrns Road Vacaville CA 95694 Doug Henner (530) 902-8549	TBD	Common Fuel Carrier	TBD	TBD
3	Fuel Delivery Services (FDS) PO Box 13609 Stockton CA 95201 Jim (209) 942-1100 x 2	TBD	Common Fuel Carrier	TBD	TBD
4	Bertetta Tank Lines 14916 Huntington Ave #300 So. San Francisco CA 94080 Stephanie (415) 872-2900 x 3	TBD	Common Fuel Carrier	TBD	TBD
5	Alliance Tank Lines 6885 Tremont Rd Dixon CA 95620 Joe Guzman (530) 979-7145	TBD	Common Fuel Carrier	TBD	TBD

The undersigned will enter into a formal agreement with the subcontractor(s) and/or supplier(s) whose bid/quote was accepted conditioned upon execution of a contract with City. I certify that the information included on this form is complete and correct.

Signature of Owner or Authorized Representative

Title

Date

FAIR EMPLOYMENT PRACTICES CERTIFICATION

In connection with the performance of work under this Contract, the Contractor agrees as follows:

1. The Contractor will not willfully discriminate against any employee or applicant for employment because of race, color, religious creed, ancestry, national origin, sex, marital status, physical handicap, or medical condition, as defined in Government Code Section 12926. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, sex, physical handicap, or medical condition as defined in Government Code Section 12926. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Fair Employment Practices section.
2. The Contractor will send to each labor union or representative of worker with which he has a collective bargaining agreement or other contract or understanding, a notice, advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
3. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data records by the Fair Employment and Housing Commission, the awarding authority or any other appropriate agency of the State of California designated by the awarding authority for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this Contract.
4. A finding of willful violation of the Fair Employment Practices section of this Contract or of the Fair Employment and Housing Act, Government Code Sections 12900 *et. seq.*, shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible Bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's prequalification rating, if any, and for refusing to establish, re-establish or renew a prequalification rating for the Contractor.
The awarding authority shall deem a finding of willful violation of the Fair Employment and Housing Act to have occurred upon receipt of written notice from the Fair Employment and Housing Commission that it has investigated and determined that the Contractor has violated the Fair Employment and Housing Act and has issued an order under Government Code Section 12970 or obtained an injunction under Government Code Section 12973.
Upon receipt of such written notice from the Department of Fair Employment and Housing, the awarding authority shall notify the Contractor that unless he demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his prequalification rating will be revoked at the expiration of such period.
5. The Contractor agrees that, should the awarding authority determine that the Contractor has not complied with the Fair Employment Practices section of this Contract, then pursuant to Labor Code Sections 1735 and 1775, the Contractor shall, as a penalty to the awarding authority, forfeit for each calendar day, or portion thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The awarding authority may deduct any such damages from any monies due the Contractor.
6. Nothing contained in the Fair Employment Practices section shall be construed in any manner or fashion so as to prevent the awarding authority from pursuing any other remedies that may be available at law.
7. The Contractor will include the provisions of the foregoing Paragraphs 1 through 6 in every first-tier subcontract, if any, so that such provisions will be binding upon each such subcontractor.
8. Statements and Payrolls. The Contractor shall maintain his records in conformance with the requirements in the Specification and the following provisions:

a. The submission by the Contractor of payroll, or copies thereof, is required. Each Contractor and subcontractor shall preserve his weekly payroll records for a period of three years from the date of completion of this Contract.

b. The payroll records shall contain the name, address, and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid.

c. The Contractor shall make his payroll records available at the project site for inspection by City and shall permit City to interview employees during working hours on the job.

The following certification is to be executed by every Bidder and enclosed and forwarded in a sealed envelope containing the bid. The person signing the certification shall state his address and official capacity.

FAIR EMPLOYMENT PRACTICES CERTIFICATION TO THE CITY OF FAIRFIELD:

The undersigned, in submitting a bid for performing the following work by contract, hereby certifies that the Bidder will meet the above standards of affirmative compliance with the Fair Employment and Housing Act, Government Code Section 12900, *et. seq.*

FAIR EMPLOYMENT PRACTICES CERTIFICATION (CONTINUED)

10/14/19
DATE
601 Mc Henry Avenue
ADDRESS NUMBER AND STREET
Modesto CA 95350
CITY STATE ZIP CODE
(707) 738-9724
TELEPHONE

PRODUCT AND SERVICES
Bayett Petroleum
(Type) BIDDING COMPANY
BY [Signature]
SIGNATURE
Accou
(Type) NAME OF SIGNER
Account Executive
(Type) TITLE

APPROVED EQUAL FORM

**Furnishing and Delivering Renewable Diesel Fuel
2019-RD99**

IMPORTANT: USE A SEPARATE FORM FOR EACH SEPARATE SOLICITATION, PROVISION, OR SPECIFICATION ITEM REQUEST. COPY THIS FORM AS NEEDED.

Submitted by: _____ (Company Name)

City requires that all prospective Bidders completely fill out and attach this form **with every separate specification item request** for an Approved Equal pertaining to this Contract. Failure to completely fill out this form and submit with the request may result in denial of the request. Any further information that may be useful in reviewing such a request should also be attached to this form.

1. A. Approved equal is being requested for _____,
to be used in place of _____
(list technical specification or other reference number, [e.g. page TS-1, title, subsection, item]).
B. Page Number _____
C. Section Number and Heading _____
2. Description of approved equal request/substitution: _____

3. Product purpose: _____
4. Does this proposed approved equal request/substitution meet all applicable federal, state and local laws and regulations? _____ (If NO, please explain): _____

5. List three commercial firms within the United States, which have used the proposed approved equal request/substitution (list California properties first):

A. Company Name _____
Street Address _____
City/State/Zip Code _____
Telephone No. (____) _____
Name of Contact Person _____

B. Company Name _____
Street Address _____
City/State/Zip Code _____
Telephone No. (____) _____
Name of Contact Person _____

C. Company Name _____
Street Address _____
City/State/Zip Code _____
Telephone No. (____) _____
Name of Contact Person _____
6. List the benefits and any other reasons why City should approve this request for approved equal/substitution: _____

7. Attach pertinent test data, technical data, and background information on the approved equal request.

INSURANCE REQUIREMENT CERTIFICATION

The Bidder agrees by submitting this Bid that the Bidder understands and meets the minimum insurance requirement outlined in Special Provisions 13 and 14.

The Bidder or offer hereby certifies that it will meet the Insurance Requirements outlined in Special Provisions 13 and 14.

Date 10/14/2019

Signature 

Company Name Stan Boyett & Son, Inc DBA Boyett Petroleum

Title Account Executive

INSURANCE REQUIREMENT CERTIFICATION

The Bidder agrees by submitting this Bid that the Bidder understands and meets the minimum insurance requirement outlined in Special Provisions 14 and 15.

The Bidder or offer hereby certifies that it will meet the Insurance Requirements outlined in Special Provisions 14 and 15.

Date 10/23/2019

Signature 

Company Name Stan Bayett & Son, Inc. DBA Bayett Petroleum

Title Account Executive

ACKNOWLEDGEMENT OF ADDENDA

The undersigned hereby acknowledges receipt of the following noted addenda from City of Fairfield for Proposal 2019-RD99.

[illegible]

NOTE: Failure to acknowledge receipt of all addenda may cause the Bid to be considered non-responsive to the solicitation. Acknowledgement of receipt of each addendum must be clearly established and included with the Bid.

Stan Bayett & Son, Inc. DBA Bayett Petroleum
Name of Bidder

601 McHenry Avenue
Address

Modesto CA 95350
City, State, Zip Code

Authorized Signature

10/14/2019
Date

Lobbying Certification

The undersigned Boyet Petroleum certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

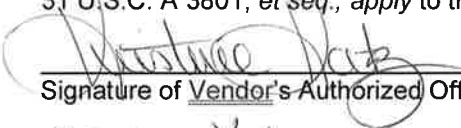
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBContractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Vendor, Boyet Petroleum, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Vendor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.


Signature of Vendor's Authorized Official

Kristine Kutz, Account Executive
Name and Title of Vendor's Authorized Official

10/14/2019 Date

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, City of Fairfield may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to City of Fairfield if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact City of Fairfield for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by City of Fairfield.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, City of Fairfield may pursue available remedies including suspension and/or debarment.

**"Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion - Lower Tier Covered Transaction"**

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Date 10/14/2019
Signature Kristine Nicks
Company Name Baylett Petroleum
Title Account Executive

OPIS RACK PRICE WITH CAR

SAN FRANCISCO, CA

2019-09-24 10:00:03 EDT

OPIS CONTRACT BENCHMARK FILE

**OPIS GROSS CARFG ETHANOL (10%) PRICES WITH CAR COST **

	Terms	Unl	Move	Mid	Move	Pre	Move	Date	Time
XOM-TSO	b 1-10	244.00d	+11.00	256.00d	+11.00	268.00d	+11.00	09/23	18:00
Valero	b N-10	248.84d	+20.00	258.81d	+20.00	268.79d	+20.00	09/23	18:00
PSX	b 1-10	260.48	+19.70	272.10	+19.70	283.72	+19.70	09/23	18:00
Valero	u N-10	273.34	+25.00	288.31	+25.00	303.29	+25.00	09/23	18:00
Shell	b 125-3	280.53	+20.26	294.16	+20.26	307.80	+20.26	09/23	18:00
PSX	u N-10	280.98	+23.00	302.98	+23.00	312.98	+23.00	09/23	18:00
Tesoro	u N-10	282.00o	+21.00	302.00o	+21.00	312.00o	+21.00	09/24	00:03
Chevron	b 1t45c	283.00	+20.00	296.00	+20.00	306.00	+20.00	09/23	18:00
Texaco	b 1t45c	283.00	+20.00	296.00	+20.00	306.00	+20.00	09/23	18:00
Shell	u N-10	317.26o	+26.50	339.26o	+26.50	347.88o	+26.50	09/23	18:00
LOW RACK		260.48		272.10		283.72			
HIGH RACK		283.00		302.98		312.98			
RACK AVG		276.89		291.59		303.30			
CAP-AT-THE-RACK		13.75		13.72		13.70			
LCFS COST		16.290		16.290		16.290			
OPIS SAN FRANCISCO	DELIVERED SPOT (SRI)								
FOB SAN FRANCISCO		235.41		244.41		257.92			
BRD LOW RACK		260.48		272.10		283.72			
BRD HIGH RACK		283.00		296.00		307.80			
BRD RACK AVG		276.75		289.57		300.88			
UBD LOW RACK		273.34		288.31		303.29			
UBD HIGH RACK		280.98		302.98		312.98			
UBD RACK AVG		277.16		295.65		308.14			
CONT AVG-09/24		276.89		291.59		303.30			
CONT LOW-09/24		260.48		272.10		283.72			
CONT HIGH-09/24		283.00		302.98		312.98			

d=not in average, o=out of product

SAN FRANCISCO, CA

LOW RETAIL	337.53
AVG RETAIL	387.12
LOW RETAIL EX-TAX	257.92
AVG RETAIL EX-TAX	308.15

SAN FRANCISCO, CA

2019-09-24 10:00:03 EDT

OPIS CONTRACT BENCHMARK FILE

**OPIS GROSS CARB ULTRA LOW SULFUR DISTILLATE PRICES WITH CAR COST **

	Terms	No2	Move	No.2 RD	Move	No.2 NRLM	Move	Date	Time
Tesoro	u N-10	238.70	- 2.25	239.70	- 2.25	-- --	-- --	09/24	00:03
PSX	u N-10	241.60	- 2.00	242.10	- 2.00	-- --	-- --	09/23	18:00
Shell	u N-10	243.05	- 1.90	243.55	- 1.90	-- --	-- --	09/23	18:00
XOM-TSO	b 1-10	244.75	- 2.55	-- --	-- --	-- --	-- --	09/23	18:00
Chevron	b 1t45c	245.00	- 3.40	-- --	-- --	-- --	-- --	09/23	18:00
Texaco	b 1t45c	245.00	- 3.40	-- --	-- --	-- --	-- --	09/23	18:00
Shell	b 1-10	245.51	- 1.92	-- --	-- --	-- --	-- --	09/23	18:00
Valero	u N-10	246.52	+ 5.00	253.82	+ 5.00	-- --	-- --	09/23	18:00
PSX	b 1-10	246.54	- 2.27	247.04	- 2.27	-- --	-- --	09/23	18:00
Valero	b N-10	247.97	+ 3.00	-- --	-- --	-- --	-- --	09/23	18:00
LOW RACK		238.70		239.70		-- --	-- --		
HIGH RACK		247.97		253.82		-- --	-- --		
RACK AVG		244.46		245.24		-- --	-- --		
CAP-AT-THE-RACK		17.47		17.47		-- --	-- --		
LCFS COST		16.845		16.845		-- --	-- --		
OPIS SAN FRANCISCO	DELIVERED SPOT (SRI)								
FOB SAN FRANCISCO		207.14		207.49		-- --	-- --		
BRD LOW RACK		244.75		247.04		-- --	-- --		
BRD HIGH RACK		247.97		247.04		-- --	-- --		

OPIS RACK PRICE WITH CAR

BRD RACK AVG	245.80	247.04	-- --
UBD LOW RACK	238.70	239.70	-- --
UBD HIGH RACK	246.52	253.82	-- --
UBD RACK AVG	242.47	244.79	-- --
CONT AVG-09/24	244.46	245.24	-- --
CONT LOW-09/24	238.70	239.70	-- --
CONT HIGH-09/24	247.97	253.82	-- --

SAN FRANCISCO, CA

2019-09-24 10:00:03 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS SPECIALTY DISTILLATE PRICES

	Terms	JET	Move	MARINE	Move	Date	Time
PSX	b N-10	208.36	+13.01	-- --	-- --	09/24	00:01
LOW RACK		208.36		-- --			
HIGH RACK		208.36		-- --			
RACK AVG		208.36		-- --			
BRD LOW RACK		208.36		-- --			
BRD HIGH RACK		208.36		-- --			
BRD RACK AVG		208.36		-- --			
CONT AVG-09/24		208.36		-- --			
CONT LOW-09/24		208.36		-- --			
CONT HIGH-09/24		208.36		-- --			

SAN FRANCISCO, CA

2019-09-24 10:00:03 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS WHOLESALE B0-5 MULT BIODIESEL PRICES WITH CAR COST

	Terms	CULS	CULS	Move	Date	Time
PSX	u N-10	241.60	242.10		09/23	18:00
Chevron	b 1t45c	244.00	-- --		09/23	18:00
Texaco	b 1t45c	244.00	-- --		09/23	18:00
PSX	b 1-10	246.54	247.04		09/23	18:00
LOW RACK		241.60	242.10			
HIGH RACK		246.54	247.04			
RACK AVG		244.04	244.57			
CAP-AT-THE-RACK		17.47	17.47			
BRD LOW RACK		244.00	247.04			
BRD HIGH RACK		246.54	247.04			
BRD RACK AVG		244.85	247.04			
UBD LOW RACK		241.60	242.10			
UBD HIGH RACK		241.60	242.10			
UBD RACK AVG		241.60	242.10			
CONT AVG-09/24		244.04	244.57			
CONT LOW-09/24		241.60	242.10			
CONT HIGH-09/24		246.54	247.04			

SAN FRANCISCO, CA

2019-09-24 10:00:03 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS WHOLESALE B1 SME BIODIESEL PRICES WITH CAR COST

	Terms	CULS	Move	Date	Time
Suma	u N-15	279.73		09/20	09:30
LOW RACK		279.73			
HIGH RACK		279.73			
RACK AVG		279.73			
CAP-AT-THE-RACK		17.29			
UBD LOW RACK		279.73			
UBD HIGH RACK		279.73			
UBD RACK AVG		279.73			
CONT AVG-09/24		279.73			
CONT LOW-09/24		279.73			
CONT HIGH-09/24		279.73			

OPIS RACK PRICE WITH CAR

SAN FRANCISCO, CA

2019-09-24 10:00:03 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS WHOLESALE B5 SME BIODIESEL PRICES WITH CAR COST

	Terms	CULS	Move	Date	Time
Suma	u N-15	288.63		09/20	09:30
LOW RACK		288.63			
HIGH RACK		288.63			
RACK AVG		288.63			
CAP-AT-THE-RACK		16.60			
UBD LOW RACK		288.63			
UBD HIGH RACK		288.63			
UBD RACK AVG		288.63			
CONT AVG-09/24		288.63			
CONT LOW-09/24		288.63			
CONT HIGH-09/24		288.63			

SAN FRANCISCO, CA

2019-09-24 10:00:03 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS WHOLESALE B5 YGME BIODIESEL PRICES WITH CAR COST

	Terms	CULS	Move	Date	Time
Suma	u N-15	285.38		09/20	09:30
LOW RACK		285.38			
HIGH RACK		285.38			
RACK AVG		285.38			
CAP-AT-THE-RACK		16.60			
UBD LOW RACK		285.38			
UBD HIGH RACK		285.38			
UBD RACK AVG		285.38			
CONT AVG-09/24		285.38			
CONT LOW-09/24		285.38			
CONT HIGH-09/24		285.38			

SAN FRANCISCO, CA

2019-09-24 10:00:03 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS WHOLESALE B20 SME BIODIESEL PRICES WITH CAR COST

	Terms	CULS	Move	Date	Time
Suma	u N-15	320.88		09/20	09:30
LOW RACK		320.88			
HIGH RACK		320.88			
RACK AVG		320.88			
CAP-AT-THE-RACK		13.98			
UBD LOW RACK		320.88			
UBD HIGH RACK		320.88			
UBD RACK AVG		320.88			
CONT AVG-09/24		320.88			
CONT LOW-09/24		320.88			
CONT HIGH-09/24		320.88			

SAN FRANCISCO, CA

2019-09-24 10:00:03 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS WHOLESALE B20 YGME BIODIESEL PRICES WITH CAR COST

	Terms	CULS	Move	Date	Time
Suma	u N-15	304.88		09/20	09:30
LOW RACK		304.88			
HIGH RACK		304.88			
RACK AVG		304.88			
CAP-AT-THE-RACK		13.98			
UBD LOW RACK		304.88			

OPIS RACK PRICE WITH CAR

UBD HIGH RACK	304.88
UBD RACK AVG	304.88
CONT AVG-09/24	304.88
CONT LOW-09/24	304.88
CONT HIGH-09/24	304.88

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Rack prices are adjusted in this report to reflect the wholesale rack prices modified to include/exclude the CAR values for California locations.

Subscriber fully understands that the CAR Adjusted Rack Price files MAY NOT match the official standard/terminal OPIS Rack Displays and agrees to fully inform those whom the subscriber does business with of the nature of the prices and how they may be different from standard/terminal OPIS rack prices. Subscriber accepts the risks inherent with using OPIS CAR Adjusted Rack Price files. [http://www.opisnet.com/resources/cap and trade supplier list.pdf](http://www.opisnet.com/resources/cap_and_trade_supplier_list.pdf)

Safety Data Sheet



SECTION 1 PRODUCT AND COMPANY IDENTIFICATION

Renewable Diesel Fuel

Product Use: Solvent, Fuel, Refinery feed stock

Product Number(s): 204172990 ULS S R99 DF2, 204174990 CALCO ULS S R99 DF2, 204176990 CALCO ULS S R99 DF2 DYED, 270072990 ULS S R99 B0-5 DF2, 270073990 ULS S R99 B0-5 DF2 DYED, 270074990 CAL ULS S R99 B0-5 DF2, 270075990 CAL ULS S R99 B0-5 DF2DY

Synonyms: Diesel R99

Company Identification

Chevron Products Company
6001 Bollinger Canyon Rd.
San Ramon, CA 94583
United States of America

Transportation Emergency Response

CHEMTREC: (800) 424-9300 or (703) 527-3887

Health Emergency

Chevron Emergency Information Center: Located in the USA. International collect calls accepted. (800) 231-0623 or (510) 231-0623

Product Information

Product Information: (800) 582-3835
SDS Requests: lubemsds@chevron.com

SECTION 2 HAZARDS IDENTIFICATION

CLASSIFICATION: Flammable liquid: Category 3. Aspiration toxicant: Category 1. Carcinogen: Category 1B. Target organ toxicant (repeated exposure): Category 2.



Signal Word: Danger

Physical Hazards: Flammable liquid and vapor.

Health Hazards: May be fatal if swallowed and enters airways. May cause cancer.

Target Organs: May cause damage to organs (Blood/Blood Forming Organs, Liver, Thymus) through prolonged or repeated exposure.

PRECAUTIONARY STATEMENTS:

General: Keep out of reach of children. Read label before use.

Prevention: Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Keep away from heat/sparks/open flames/hot surfaces. -- No smoking. Ground/bond container and receiving equipment. Use only non-sparking tools. Take precautionary measures against static discharge. Keep container tightly closed. Use explosion-proof electrical/ventilating/lighting/equipment. Do not breathe dust/fume/gas/mist/vapours/spray. Wear protective gloves/protective clothing/eye protection/face protection. Use personal protective equipment as required.

Response: In case of fire: Use media specified in the SDS to extinguish. IF exposed or concerned: Get medical advice/attention. IF ON SKIN (or hair): Take off immediately all contaminated clothing and wash it before reuse. Rinse skin with water/shower. IF SWALLOWED: Immediately call a POISON CENTER or doctor/physician. Do NOT induce vomiting. Get medical advice/attention if you feel unwell.

Storage: Store in a well-ventilated place. Keep cool. Store locked up.

Disposal: Dispose of contents/container in accordance with applicable local/regional/national/international regulations.

HAZARDS NOT OTHERWISE CLASSIFIED: Not Applicable

SECTION 3 COMPOSITION/ INFORMATION ON INGREDIENTS

COMPONENTS	CAS NUMBER	AMOUNT
Fuels, diesel, C9-18 alkane branched and linear	1159170-26-9	95 - 100 %volume
FATTY ACID METHYL ESTERS (FAME)	Mixture	0 - 5 %volume
Diesel Fuel No. 2 - Vacuum Gas Oil category	68476-34-6	0 - 2 %volume

SECTION 4 FIRST AID MEASURES**Description of first aid measures**

Eye: No specific first aid measures are required. As a precaution, remove contact lenses, if worn, and flush eyes with water.

Skin: Wash skin with water immediately and remove contaminated clothing and shoes. Get medical attention if any symptoms develop. To remove the material from skin, use soap and water. Discard contaminated clothing and shoes or thoroughly clean before reuse.

Ingestion: If swallowed, get immediate medical attention. Do not induce vomiting. Never give anything by mouth to an unconscious person.

Inhalation: Move the exposed person to fresh air. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. Get medical attention if breathing difficulties continue.

Most important symptoms and effects, both acute and delayed**IMMEDIATE HEALTH EFFECTS**

Eye: Not expected to cause prolonged or significant eye irritation.

Skin: Skin contact may cause drying or defatting of the skin. Symptoms may include pain, itching, discoloration, swelling, and blistering. Contact with the skin is not expected to cause an allergic skin response. Not expected to be harmful to internal organs if absorbed through the skin.

Ingestion: Highly toxic; may be fatal if swallowed. Because of its low viscosity, this material can directly enter the lungs, if swallowed, or if subsequently vomited. Once in the lungs it is very difficult to remove and can cause severe injury or death.

Inhalation: Not expected to be harmful if inhaled. If this material is heated, fumes may be unpleasant and produce nausea and irritation of the eye and upper respiratory tract.

DELAYED OR OTHER HEALTH EFFECTS:

Cancer: Prolonged or repeated exposure to this material may cause cancer.

Target Organs: Contains material that may cause damage to the following organ(s) following repeated exposure based on animal data: Liver Blood/Blood Forming Organs Thymus See Section 11 for additional information. Risk depends on duration and level of exposure.

Indication of any immediate medical attention and special treatment needed

Note to Physicians: Ingestion of this product or subsequent vomiting may result in aspiration of light hydrocarbon liquid, which may cause pneumonitis.

SECTION 5 FIRE FIGHTING MEASURES

EXTINGUISHING MEDIA: Use water fog, foam, dry chemical or carbon dioxide (CO₂) to extinguish flames.

Unusual Fire Hazards: See Section 7 for proper handling and storage.

PROTECTION OF FIRE FIGHTERS:

Fire Fighting Instructions: For fires involving this material, do not enter any enclosed or confined fire space without proper protective equipment, including self-contained breathing apparatus.

Combustion Products: Highly dependent on combustion conditions. A complex mixture of airborne solids, liquids, and gases including carbon monoxide, carbon dioxide, and unidentified organic compounds will be evolved when this material undergoes combustion.

SECTION 6 ACCIDENTAL RELEASE MEASURES

Protective Measures: Eliminate all sources of ignition in the vicinity of the spill or released vapor. If this material is released into the work area, evacuate the area immediately. Monitor area with combustible gas indicator.

Spill Management: Stop the source of the release if you can do it without risk. Contain release to prevent further contamination of soil, surface water or groundwater. Clean up spill as soon as possible, observing precautions in Exposure Controls/Personal Protection. Use appropriate techniques such as applying non-combustible absorbent materials or pumping. All equipment used when handling the product must be grounded. A vapor suppressing foam may be used to reduce vapors. Use clean non-sparking tools to collect absorbed material. Where feasible and appropriate, remove contaminated soil. Place contaminated materials in disposable containers and dispose of in a manner consistent with applicable regulations.

Reporting: Report spills to local authorities and/or the U.S. Coast Guard's National Response Center at (800) 424-8802 as appropriate or required.

SECTION 7 HANDLING AND STORAGE

General Handling Information: Avoid contaminating soil or releasing this material into sewage and drainage systems and bodies of water.

Precautionary Measures: Liquid evaporates and forms vapor (fumes) which can catch fire and burn with explosive force. Invisible vapor spreads easily and can be set on fire by many sources such as pilot lights, welding equipment, and electrical motors and switches.

Do not get in eyes, on skin, or on clothing. Do not breathe vapor or fumes from heated material. Do not taste or swallow. Wash thoroughly after handling. Keep out of the reach of children.

Static Hazard: Electrostatic charge may accumulate and create a hazardous condition when handling this material. To minimize this hazard, bonding and grounding may be necessary but may not, by themselves, be sufficient. Review all operations which have the potential of generating and accumulating an electrostatic charge and/or a flammable atmosphere (including tank and container filling, splash filling, tank cleaning, sampling, gauging, switch loading, filtering, mixing, agitation, and vacuum truck operations) and use appropriate mitigating procedures.

Container Warnings: Container is not designed to contain pressure. Do not use pressure to empty container or it may rupture with explosive force. Empty containers retain product residue (solid, liquid, and/or vapor) and can be

dangerous. Do not pressurize, cut, weld, braze, solder, drill, grind, or expose such containers to heat, flame, sparks, static electricity, or other sources of ignition. They may explode and cause injury or death. Empty containers should be completely drained, properly closed, and promptly returned to a drum reconditioner or disposed of properly.

General Storage Information: DO NOT USE OR STORE near heat, sparks, flames, or hot surfaces . USE AND STORE ONLY IN WELL VENTILATED AREA. Keep container closed when not in use.

SECTION 8 EXPOSURE CONTROLS/PERSONAL PROTECTION

GENERAL CONSIDERATIONS:

Consider the potential hazards of this material (see Section 2), applicable exposure limits, job activities, and other substances in the work place when designing engineering controls and selecting personal protective equipment. If engineering controls or work practices are not adequate to prevent exposure to harmful levels of this material, the personal protective equipment listed below is recommended. The user should read and understand all instructions and limitations supplied with the equipment since protection is usually provided for a limited time or under certain circumstances.

ENGINEERING CONTROLS:

Use process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below the recommended exposure limits. Use in a well-ventilated area.

PERSONAL PROTECTIVE EQUIPMENT

Eye/Face Protection: No special eye protection is normally required. Where splashing is possible, wear safety glasses with side shields as a good safety practice.

Skin Protection: Wear protective clothing to prevent skin contact. Selection of protective clothing may include gloves, apron, boots, and complete facial protection depending on operations conducted. Suggested materials for protective gloves include: Nitrile Rubber, Viton.

Respiratory Protection: No respiratory protection is normally required. Determine if airborne concentrations are below the recommended occupational exposure limits for jurisdiction of use. If airborne concentrations are above the acceptable limits, wear an approved respirator that provides adequate protection from this material, such as: Air-Purifying Respirator for Organic Vapors.

Use a positive pressure air-supplying respirator in circumstances where air-purifying respirators may not provide adequate protection.

Occupational Exposure Limits:

Component	Agency	TWA	STEL	Ceiling	Notation
Fuels, diesel, C9-18 alkane branched and linear	Not Applicable	--	--	--	--
FATTY ACID METHYL ESTERS (FAME)	Not Applicable	--	--	--	--
Diesel Fuel No. 2 - Vacuum Gas Oil category	ACGIH	100 mg/m3	--	--	Skin A3 total hydrocarbon
Diesel Fuel No. 2 - Vacuum Gas Oil category	CVX	100 mg/m3	--	--	Skin total hydrocarbon

Consult local authorities for appropriate values.

SECTION 9 PHYSICAL AND CHEMICAL PROPERTIES

Attention: the data below are typical values and do not constitute a specification.

Color: Colorless

Physical State: Liquid
Odor: Hydrocarbon odor
Odor Threshold: No data available
pH: Not Applicable
Vapor Pressure: No data available
Vapor Density (Air = 1): No data available
Initial Boiling Point: 179°C (354.2°F) - 309°C (588.2°F)
Solubility: Insoluble in water.
Freezing Point: No data available
Melting Point: No data available
Specific Gravity: 0.77
Density: 0.77 g/ml @ 15°C (59°F)
Viscosity: 1.90 cSt - 4.10 cSt @ 40°C (104°F)
Coefficient of Therm. Expansion / °F: No data available
Evaporation Rate: No data available
Decomposition temperature: No data available
Octanol/Water Partition Coefficient: No data available

FLAMMABLE PROPERTIES:

Flammability (solid, gas): No Data Available

Flashpoint: (Pensky-Martens Closed Cup) 52 °C (126 °F) (Minimum)

Autoignition: 257 °C (495 °F)

Flammability (Explosive) Limits (% by volume in air): Lower: 0.6 Upper: 4.7

SECTION 10 STABILITY AND REACTIVITY
--

Reactivity: May react with strong acids or strong oxidizing agents, such as chlorates, nitrates, peroxides, etc.

Chemical Stability: This material is considered stable under normal ambient and anticipated storage and handling conditions of temperature and pressure.

Incompatibility With Other Materials: Not applicable

Hazardous Decomposition Products: None known (None expected)

Hazardous Polymerization: Hazardous polymerization will not occur.

SECTION 11 TOXICOLOGICAL INFORMATION

Information on toxicological effects

Serious Eye Damage/Irritation: The eye irritation hazard is based on evaluation of data for similar materials or product components.

Skin Corrosion/Irritation: The skin irritation hazard is based on evaluation of data for similar materials or product components.

Skin Sensitization: The skin sensitization hazard is based on evaluation of data for similar materials or product components.

Acute Dermal Toxicity: The acute dermal toxicity hazard is based on evaluation of data for similar materials or product components.

Acute Oral Toxicity: The acute oral toxicity hazard is based on evaluation of data for similar materials or product components.

Acute Inhalation Toxicity: The acute inhalation toxicity hazard is based on evaluation of data for similar materials or product components.

Acute Toxicity Estimate: Not Determined

Germ Cell Mutagenicity: The hazard evaluation is based on data for components or a similar material.

Carcinogenicity: The hazard evaluation is based on data for components or a similar material.

Reproductive Toxicity: The hazard evaluation is based on data for components or a similar material.

Specific Target Organ Toxicity - Single Exposure: The hazard evaluation is based on data for components or a similar material.

Specific Target Organ Toxicity - Repeated Exposure: The hazard evaluation is based on data for components or a similar material.

SECTION 12 ECOLOGICAL INFORMATION

ECOTOXICITY

This material is not expected to be harmful to aquatic organisms.

The product has not been tested. The statement has been derived from the properties of the individual components.

MOBILITY

No data available.

PERSISTENCE AND DEGRADABILITY

This material is not expected to be readily biodegradable. The product has not been tested. The statement has been derived from products of a similar structure and composition.

POTENTIAL TO BIOACCUMULATE

Bioconcentration Factor: No data available.

Octanol/Water Partition Coefficient: No data available

SECTION 13 DISPOSAL CONSIDERATIONS

Use material for its intended purpose or recycle if possible. This material, if it must be discarded, may meet the criteria of a hazardous waste as defined by international, country, or local laws and regulations.

SECTION 14 TRANSPORT INFORMATION

The description shown may not apply to all shipping situations. Consult 49CFR, or appropriate Dangerous Goods Regulations, for additional description requirements (e.g., technical name) and mode-specific or quantity-specific shipping requirements.

DOT Shipping Description: UN1202, GAS OIL, 3, III; **ADDITIONAL INFORMATION:** NON-BULK PACKAGES ARE NOT REGULATED IN THE U.S.A. UNLESS SHIPPED BY AIRCRAFT OR VESSEL PER 49 CFR 173.150(f). **OPTIONAL DISCLOSURE UNLESS SHIPPED BY AIRCRAFT OR VESSEL:** UN1202, GAS OIL, COMBUSTIBLE LIQUID, III

IMO/IMDG Shipping Description: UN1202, GAS OIL, 3, III, FLASH POINT SEE SECTION 5 OR 9

ICAO/IATA Shipping Description: UN1202, GAS OIL, 3, III

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC code:

Not applicable

SECTION 15 REGULATORY INFORMATION

EPCRA 311/312 CATEGORIES: 1. Immediate (Acute) Health Effects: YES
 2. Delayed (Chronic) Health Effects: YES
 3. Fire Hazard: YES
 4. Sudden Release of Pressure Hazard: NO
 5. Reactivity Hazard: NO

REGULATORY LISTS SEARCHED:

01-1=IARC Group 1 03=EPCRA 313
 01-2A=IARC Group 2A 04=CA Proposition 65
 01-2B=IARC Group 2B 05=MA RTK
 02=NTP Carcinogen 06=NJ RTK
 07=PA RTK

The following components of this material are found on the regulatory lists indicated.

Diesel Fuel No. 2 - Vacuum Gas Oil category 07

CHEMICAL INVENTORIES:

All components comply with the following chemical inventory requirements: TSCA (United States).

One or more components does not comply with the following chemical inventory requirements: AICS (Australia), DSL (Canada), EINECS (European Union), ENCS (Japan), IECSC (China), KECI (Korea), NZIoC (New Zealand), PICCS (Philippines), TCSI (Taiwan).

SECTION 16 OTHER INFORMATION

NFPA RATINGS: Health: 1 Flammability: 2 Reactivity: 0

HMIS RATINGS: Health: 1* Flammability: 2 Reactivity: 0
 (0-Least, 1-Slight, 2-Moderate, 3-High, 4-Extreme, PPE:- Personal Protection Equipment Index recommendation, *-Chronic Effect Indicator). These values are obtained using the guidelines or published evaluations prepared by the National Fire Protection Association (NFPA) or the National Paint and Coating Association (for HMIS ratings).

REVISION STATEMENT: SECTION 03 - Composition information was modified.
 SECTION 08 - Occupational Exposure Limit Table information was modified.

Revision Date: November 16, 2018

ABBREVIATIONS THAT MAY HAVE BEEN USED IN THIS DOCUMENT:

TLV - Threshold Limit Value	TWA - Time Weighted Average
STEL - Short-term Exposure Limit	PEL - Permissible Exposure Limit
GHS - Globally Harmonized System	CAS - Chemical Abstract Service Number
ACGIH - American Conference of Governmental Industrial Hygienists	IMO/IMDG - International Maritime Dangerous Goods Code
API - American Petroleum Institute	SDS - Safety Data Sheet
HMIS - Hazardous Materials Information System	NFPA - National Fire Protection Association (USA)
DOT - Department of Transportation (USA)	NTP - National Toxicology Program (USA)
IARC - International Agency for Research on Cancer	OSHA - Occupational Safety and Health Administration
NCEL - New Chemical Exposure Limit	EPA - Environmental Protection Agency
SCBA - Self-Contained Breathing Apparatus	

Prepared according to the 29 CFR 1910.1200 (2012) by Chevron Energy Technology Company, 6001 Bollinger Canyon Road, San Ramon, CA 94583.

The above information is based on the data of which we are aware and is believed to be correct as of the date hereof. Since this information may be applied under conditions beyond our control and with which we may be unfamiliar and since data made available subsequent to the date hereof may suggest modifications of the information, we do not assume any responsibility for the results of its use. This information is furnished upon condition that the person receiving it shall make his own determination of the suitability of the material for his particular purpose.



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Section 1 – Chemical Product and Company Identification

Product identifier: Renewable Diesel

Other means of identification

Synonyms: REG - 9000™ / RHD, Renewable Diesel, Renewable Synthetic Diesel Fuel, Renewable Diesel Fuel, Bio-Derived Diesel, Biomass-Based Diesel, Diesel Fuel No. 2, R98.9 Diesel Fuel, odorless mineral spirits, paraffinic middle distillate, RD975, REG RDB5, hydrotreated esters and fatty acids, HEFA, HVO, HDRD, HRD, R99.9, RD, paraffinic middle distillate, RHD, Renewable Hydrocarbon Diesel, R100

Recommended use: Fuel for use in compression ignition engines, in other combustion applications, a solvent, or an industrial blendstock

Restrictions on use: Not intended for direct human consumption

Supplier information: REG Marketing & Logistics Group, LLC
416 S. Bell Ave
Ames, IA 50010
(888) 734-8686

Emergency phone number: For Hazardous Materials [or Dangerous Goods] Incident, Spill, Leak, Fire, Exposure, or Accident call CHEMTREC Day or Night: +1 703-741-5970 / 1-800-424-9300

Section 2 – Hazard(s) Identification

Classification (in accordance with 29 CFR 1910.1200)

Hazard Class	Hazard Category	Route of Exposure
Aspiration Hazard	Category 1	Ingestion then aspiration
Skin Irritation	Category 2	Absorption / Dermal Contact
Eye Irritation	Category 2A	Absorption / Eye Contact
Flammable Liquid	Category 4	Ignition Source

Signal word: DANGER

Pictograms:



Hazard Statements: H304 May be fatal if swallowed and enters airways
H315 Causes skin irritation
H319 Causes serious eye irritation
H227 Combustible liquid
EUH066 Repeated contact may cause skin dryness or cracking

Hazards not otherwise specified: Static Accumulator (50 picosiemens or less). This product can accumulate static charge by flow or agitation, and a static discharge could cause this product to ignite.

Precautionary statements

Prevention: Wear appropriate protective gloves, protective garments, and eye protection. Avoid breathing mists and sprays. Wash all affected skin thoroughly after handling.

Keep container tightly closed. Keep away from heat, sparks, open flames, hot surfaces, and other potential ignition sources. Ground / bond container and receiving equipment and take precautionary measures



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against static discharge – including the use of non-sparking tools and explosion-proof equipment.

Response:

Do NOT induce vomiting. If swallowed: Immediately call a poison control center or physician.

Take off contaminated clothing immediately and wash it before reuse. If on skin, wash thoroughly with soap and water. If skin irritation or rash occurs, get medical advice.

If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If irritation persists: Get medical attention.

In case of fire, use dry chemical or foam extinguisher – NOT water stream

Storage:

Store in a tightly closed container in a cool well-ventilated area.

Disposal:

Dispose of contents/container in accordance with local, state, and federal regulations.

Section 3 – Composition / Information on Ingredients

Basic components:

This product is a complex combination of hydrocarbons obtained by the hydrodeoxygenation and catalytic hydroisomerization of animal fats and vegetable oils followed by distillative fractionation. It consists mostly of branched and linear paraffins having carbon numbers ranging from C₉ to C₁₈.

Chemical Name	Common Name & Synonyms	CAS number	% of product
Fuels, diesel, C ₉ -18-alkane branched & linear	Renewable Hydrocarbon Diesel, RHD, Renewable Diesel	1159170-26-9	93 – 100%
Fatty acids, C ₁₂ -18, Me esters	Methyl Esters	68937-84-8	< 5.5%
Petroleum fuel oil	Diesel Fuel	68476-30-2	< 1%

Section 4 – First Aid Measures

First aid measures for exposure

Inhalation:

If breathing difficulties develop, move victim away from source of exposure and into fresh air. Seek medical attention.

Eyes:

Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If irritation persists: Get medical attention.

Skin:

Take off contaminated clothing immediately and wash it before reuse. If on skin, wash thoroughly with soap and water. If skin irritation or rash occurs, get medical advice.

Ingestion:

Aspiration Hazard: Do NOT induce vomiting. If swallowed: Immediately call a poison control center or physician.

Most important symptoms / effects

Acute:

Aspiration into the lungs can cause fatal chemical pneumonitis. If ingestion has occurred, assume there is a risk of aspiration into the lungs – especially if nausea or irritation occurs.

Delayed / Chronic:

Repeated exposure may cause dryness and cracking of the skin.



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Indication of immediate medical attention and special treatment needed, if necessary:

Aspiration into the lungs can cause fatal chemical pneumonitis. Treat symptomatically and supportively.

Section 5 – Fire Fighting Measures

Suitable extinguishing media:	Firefighting foam, dry chemical, carbon dioxide, or other clean extinguishing agents (such as Halon or Halotron). Water mist may be effective for extinguishing soaked oily materials if applied by experienced fire-fighting personnel.
Unsuitable extinguishing media:	Do not use a solid water stream, as it may scatter and spread the fire
Specific hazards arising from the chemical:	Static accumulator (50 picosiemens or less), unless performance additive has been added to mitigate static accumulation. This product can accumulate static charge by flow or agitation, and a static discharge could cause this product to ignite. This product can be ignited by heat, sparks, flames, or other sources of ignition (e.g., static electricity, pilot lights, or mechanical/electrical equipment). Heated liquid can release vapors that may readily form flammable mixtures at or above its flash point. If container is not properly cooled, it can rupture in the heat of a fire.
Hazardous combustion products include:	Carbon monoxide, carbon dioxide, nitrogen oxides, and hydrocarbons
Protective equipment and precautions for firefighters:	Incipient stage fires may be controlled with a portable fire extinguisher. For fires beyond the incipient stage, evacuate all unnecessary personnel. Emergency responders in the immediate area should wear standard firefighting protective equipment, including self-contained breathing apparatus (SCBA) and full bunker gear. In case of external fires in proximity to storage containers, use water spray to keep containers cool, if it can be done safely. Prevent runoff from entering streams, sewers, storm drains, or drinking water supply.

Section 6 – Accidental Release Measures

Personal precautions, protective equipment, and emergency procedures:	Keep all sources of ignition away from spill / release. The use of explosion-proof equipment is recommended. Wear protective garments, impervious oil resistant boots, protective nitrile gloves, and safety glasses. If product has been heated, wear appropriate thermal and chemical protective equipment. If splash is a risk, wear splash resistant goggles and face shield. Shut off source of spill, if safe to do so. Contain spill to the smallest area possible. Isolate immediate hazard area and remove all nonessential personnel. Prevent spilled product from entering streams, sewers, storm drains, unauthorized treatment drainage systems, and natural waterways. Place dikes far ahead of the spill for later recovery and disposal. Immediate cleanup of any spill is recommended. If material spills into or upon any navigable waters and causes a film or sheen on the surface of the water, immediately notify the National Response Center at 1-800-424-8802.
Methods for containment and clean-up	
Small spill / incidental release:	Small spills can be cleaned up with absorbent inert media (oil dri, sand, or earth), or absorbent pads. Use soapy water or degreaser to remove oily residue from the affected area, then rinse area with water. Place saturated materials in an appropriate oily waste container (metal can with a metal lid or an enclosed oily waste dumpster), and dispose of according to local, state, and federal regulations.
Large spill / release:	A spill remediation contractor with oil booms and skimmers may be needed for larger spills or spills that come into contact with a waterway or sensitive wetland. Recover as much product as possible by pumping it into totes or similar intermediate containers. Remove any remaining product with absorbent inert media (oil dri, sand, or earth), or absorbent pads. Use soapy water or degreaser to



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remove oily residue from the affected area, then rinse area with water. Place saturated materials in an appropriate oily waste container (metal can with a metal lid or an enclosed oily waste dumpster), and dispose of according to local, state, and federal regulations.

Other information:

Materials saturated with this product, such as oily rags, used oil dri, soaked insulation pads, etc., may spontaneously combust due to product decomposition in the presence of oxygen. Place all such materials into appropriate oily waste containers (such as metal cans with metal lids or oily waste dumpsters with lids), and dispose of according to local, state, and federal regulations.

Section 7 – Handling and Storage

Precautions for safe handling:

Open container slowly to relieve any pressure. When transferring product, use pipes, hoses, and tanks that are electrically bonded and grounded to prevent the accumulation of static electricity. This product can accumulate static charge by flow or agitation, and a static discharge could cause ignition. Use explosion-proof electrical equipment (ventilation, lights, material handling, etc...). Wash thoroughly after handling and before eating, drinking or using toilet facilities. Do not wear contaminated clothing or shoes. Keep contaminated clothing away from sources of ignition such as sparks or open flames.

“Empty” containers can retain residue that may be ignitable. Do not pressurize, cut, weld, braze, solder, drill, grind, or expose such containers to heat, flame, sparks or other sources of ignition. All containers should be disposed of in an environmentally safe manner and in accordance with governmental regulations.

Conditions for safe storage, including incompatibilities:

Use and store this material in cool, dry, well ventilated areas away from all sources of ignition. Storage tanks should have an appropriate ventilation and pressure relief system. Store only in approved containers, and keep them tightly closed. Keep away from strong oxidizing agents, strong reducing agents, strong acids, and strong bases. Open containers should be carefully resealed and kept upright to avoid leakage. Protect the container against physical damage.

Section 8 – Exposure Controls / Personal Protection

Precautions for safe handling

Component exposure limits:

Name	CAS #	ACGIH Exposure Limit	OSHA PEL	Form	Weight %
Fuels, diesel, C ₉₋₁₈	1159170-26-9	None	None	Liquid, Vapor or Aerosol	98-100%
ULS Diesel	68476-30-2	100 mg/m ³ TWA	None	Vapor & Aerosol	<2%
Unsaturated methyl esters	67762-26-9	None	None	Liquid	<5.5%

Appropriate engineering controls:

Keep product enclosed in primary containment (hoses, pipes, tanks, etc.) to avoid contact with skin. Handle in accordance with good industrial hygiene and safety practices.

The level of protection and types of controls necessary will vary depending upon potential exposure conditions. Select controls based on a risk assessment of local circumstances. Appropriate measures include: Use sealed systems as far as possible. Adequate ventilation to control airborne



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concentrations below the exposure guidelines/limits. Local exhaust ventilation is recommended. Eye washes and showers should be available for emergency use. Firewater monitors and deluge systems are recommended. Always observe good personal hygiene measures, such as washing hands after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants. Discard contaminated clothing and footwear that cannot be cleaned. Practice good housekeeping. Define procedures for safe handling and maintenance of controls. Educate and train workers in the hazards and control measures relevant to normal activities associated with this product. Ensure appropriate selection, testing and maintenance of equipment used to control exposure, e.g. personal protective equipment, local exhaust ventilation. Do not ingest. If swallowed then seek immediate medical assistance.

Hygiene measures

Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period. Appropriate techniques should be used to remove potentially contaminated clothing. Wash contaminated clothing before reusing. Ensure that eyewash stations and safety showers are close to the workstation location.

Personal protective equipment

Eyes / face:

Chemical splash goggles are recommended. However, if a local risk assessment determines that chemical splash goggles may not be required, safety glasses should be selected to provide adequate eye protection. If splash potential exists, add the use of a face shield.

Skin:

Wear disposable nitrile gloves for incidental contact. For more substantial contact, wear thicker nitrile or other similar oil-resistant gloves. Wear protective garments, such as a chemical apron, chemical resistant coveralls, or chemical resistant coat and pants, along with impervious oil-resistant boots. Remove soaked protective equipment, decontaminate with soapy water, and rinse thoroughly before reuse. Note: product will cause natural rubbers to degrade at a very rapid rate. Such protective equipment will need to be carefully inspected after decontamination to see if it is still in serviceable condition. Any defective or worn out equipment should be immediately discarded.

Respiratory:

No exposure limits are available for this product as a mixture, but appropriate organic vapor or supplied air respiratory protection may be worn if irritation or discomfort is experienced. Where required, respiratory protection must be provided and used in accordance with all local, state, and federal regulations.

Section 9 – Physical and Chemical Properties

Physical State:	Liquid	Color:	Clear to yellow/green tint (<i>May also be colored red – if sold for off road use</i>)
Odor:	Odorless to mild paraffin	Odor Threshold:	No information available
pH:	No information available	Melting/Freezing Point:	No information available
Boiling Point/Range:	150-315° C (300-600° F)	Flash Point:	>60° C (>140° F)
Evaporation Rate:	No information available	Flammability (solid/liq):	No information available
LFL:	0.6%	UFL:	4.7%
Vapor Pressure:	<0.3 mmHg @ 20° C	Vapor Density:	>1
Density:	0.77 g/ml @ 15° C	VOC:	No information available
Solubility (H2O):	Insoluble	Solubility (<i>other</i>):	No information available
Auto Ignition Temp.:	No information available	Decomposition Temp.:	No information available
Viscosity (at 40° C):	1.9 – 4.1 cP	Partition coefficient (n-octanol/water):	No information available



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Section 10 – Chemical Stability and Reactivity Information

Reactivity:	When handled and stored appropriately, no dangerous reactions are known
Chemical stability:	Stable in closed containers at room temperature under normal storage and handling conditions. Hazardous polymerization will not occur.
Possibility of hazardous reactions:	When handled and stored appropriately, no dangerous reactions are known. If product is heated beyond its flash point, vapors can cause a flash fire. See Sections 5 and 6 regarding spontaneous combustion of product-saturated absorbent materials.
Conditions to avoid:	Ignition sources, accumulation of static electricity, heating product to its flash point, or allowing the product to cool below its melting point (otherwise it may solidify and not be transferable until it is reheated).
Incompatible materials:	Keep away from strong oxidizing agents, strong reducing agents, strong acids, and strong bases.
Hazardous decomposition products:	Carbon monoxides, carbon dioxide, nitrogen oxides, hydrocarbons, water vapor

Section 11 – Toxicological Information

Likely routes of exposure:	Absorption, ingestion, and inhalation
Symptoms	
Inhalation:	Coughing or irritation (vapor, mist, or aerosols)
Eye contact:	Redness or irritation and tearing
Skin contact:	Redness, or irritation
Ingestion:	Nausea, vomiting, or feeling unwell
Acute toxicity	
Oral:	No information available
Dermal:	No information available
Inhalation:	No information available
Skin corrosion / irritation:	No testing was available. However, prolonged or repeated skin contact may irritate the skin and produce dermatitis.
Serious eye damage / eye irritation:	No testing was available. However, oil mist may irritate the eyes.
Sensitization (<i>Respiratory or Skin</i>):	No information available
Germ cell mutagenicity:	No information available
Carcinogenicity:	No information available



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Component carcinogenicity:	No information was available for the listed components of this product. However, IARC, NTP, and NIOSH list diesel exhaust particulates as a possible carcinogen.
Reproductive / developmental toxicity:	No information available
Specific target organ toxicity	No information available
Single exposure:	No information available
Repeated exposure:	No information available
Aspiration hazard:	Due to kinematic viscosity below 5.0 cSt, OSHA regulations state this product may be fatal if it is swallowed and then enters the airways.

Section 12 – Ecological Information

Acute ecotoxicity - short-term exposure

Fish:	No information available
Invertebrates:	No information available
Algae:	No information available
Persistence and degradability:	Biodegradation at >44% (per ASTM D5864-05)
Bioaccumulative potential:	No information available
Mobility in soil:	No information available
Other adverse effects:	No information available

Section 13 – Disposal Considerations

Disposal (<i>waste / unwanted product</i>):	If the material is spilled to soil or water, characteristic testing of the contaminated materials is recommended. Further, this material, once it becomes a waste, may be subject to the land disposal restrictions in 40 CFR 268.40 and may require treatment prior to disposal to meet specific standards. Consult federal, state and local regulations to ensure they are followed.
Disposal (<i>containers with residue</i>):	Container contents should be completely used and containers should be emptied prior to discarding. Containers must be disposed in compliance with federal, state, and local regulations. To assure proper disposal of empty containers, consult federal, state and local regulations and disposal authorities.



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Section 14 – Transport Information

	International	Domestic
ID Number	UN1202	NA1993
Proper Shipping Name	Diesel fuel	Combustible liquid, n.o.s. (Renewable Diesel)
Transport Hazard Class	3	Comb liq
Packing Group	III	III
Marine Pollutant	No	No
Transport in Bulk Requirements	242 (see 49 CFR §173.242)	241 (see 49 CFR §173.241)
Special Note	This material may be reclassified as a combustible liquid (49 CFR 173.120(b))	

Section 15 – Regulatory Information

Inventory Listings

TSCA

☒ Listed ☐ Exempt

DSL

☒ Listed ☐ Exempt

U.S. Federal Regulations

SARA 311/312 Hazard Categories:

Acute Health Hazard

☒ Yes ☐ No

Chronic Health Hazard

☐ Yes ☒ No

Fire Hazard

☒ Yes ☐ No

Sudden Release of Pressure Hazard

☐ Yes ☒ No

Reactive Hazard

☐ Yes ☒ No

Clean Water Act: This product contains chemical(s) regulated as pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42):

CERCLA: This material, as supplied, does contain some substances regulated as hazardous substances under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302) or the Superfund Amendments and Reauthorization Act (SARA) (40 CFR 355). Although there is a "petroleum exclusion" clause which exempts crude oil (along with fractions of crude oil and products – both finished and intermediate) from the CERCLA 103 reporting requirements, there may be specific reporting requirements at the local, regional, or state level pertaining to releases of this material.

U.S. State Regulations

California Proposition 65:

☒ WARNING! This product may contain some chemicals known to the State of California to cause cancer or reproductive harm:

Fuels, diesel, No 2 (diesel engine exhaust is listed as a possible carcinogen)



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U.S. State Right-to-Know Regulations:

Pennsylvania	US Pennsylvania Worker and Community Right-to-know Law (34 PA. Code Chap. 301-323)
<i>Component</i>	<i>CAS Number</i>
Fuels, diesel, No 2	68476-34-8
New Jersey	US New Jersey Worker and Community Right-to-know Act (New Jersey Statute Annotated Section 34:5A-5)
<i>Component</i>	<i>CAS Number</i>
Fuels, diesel, No 2	68476-34-8

Section 16 – Other Information

Hazard Statements

H304 May be fatal if swallowed and enters airways
H315 Causes skin irritation
H319 Causes serious eye irritation
H227 Combustible liquid
EUH066 Repeated contact may cause skin dryness or cracking

Issuing Date: Jan 20, 2014

Revision Date: May 07, 2019

Version #: 20190507

NFPA:

1	Health
2	Flammability
0	Reactivity

Revision Note: Updated Section 1.

WARNING: POTENTIALLY HAZARDOUS MATERIAL. IMPROPER USE OR MISHANDLING CAN RESULT IN SERIOUS INJURY OR DEATH. THIS PRODUCT CONTAINS SUBSTANCES WHICH, IF MODIFIED, MAY BE FLAMABLE AND MAY BURN OR EXPLODE IF HEATED OR EXPOSED TO FLAME OR OTHER IGNITION SOURCE OR WATER, OXIDIZING AGENTS, ACIDS OR OTHER CHEMICALS. AVOID INGESTION, INHALATION AND CONTACT WITH SKIN AND EYES.

Disclaimer:

The information provided on this SDS is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guide for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered as a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other material or in any process, unless specified in the text.

End of SDS

Sample


191-19-00374-001

Sample ID, Type & Description

Batch 10006 Tank DT-4 Submitted

<u>Method</u>	<u>Test</u>	<u>Min</u>	<u>Max</u>	<u>Result</u>	<u>Units</u>
ASTM D4176A proc. 1	Appearance Distillate Fuels				
	Visual Observance	Clear & Bright		Clear & Bright	
	Test Temperature	20	25	25	°C
ASTM D4176 proc. 2	Haze Number Distillate Fuels				
	Haze Rating		2	1	
	Temperature of Sample			25	°C
ASTM D1500	ASTM Color		2.5	1.0.5	
ASTM D4052	Gravity by Digital Density Meter				
	Specific Gravity 15/15°C		876	781	
	API Gravity @60°F	30		49.5	*
ASTM D445	Kinematic Viscosity @104°F/40°C	1.9	4.1	2.935	cSt
ASTM D93A	Flash Point	52		61.5	°C
ASTM D2500	Cloud Point		-4	-5	°C
ASTM D2622*	Total Sulfur Content		15	0.02	ppmw
ASTM D613	Cetane Number of Diesel Fuel Oil				
	Ignition Quality Cetane Number	40		76.0	
	Reference Fuel Used			74.8 / 81.1	
	T Batch Designation			29	
	U Batch Designation			N/A	
ASTM D4737	Cetane Index Method A	40		89.0	
ASTM D4737	Cetane Index Method B	40		74.6	
ASTM D1319*	Aromatics		10.0	1.3	%vol
ASTM D482	Ash Content				
	Ash Content		0.01	< 0.001	mass%
	Test Specimen Mass			85.13	g
ASTM D1796	Water and Sediment		0.05	0	
ASTM D524	Ramsbottom Carbon Residue on 10% Distillation Residue		0.35	0.05	%wt
ASTM D130	Copper Strip Corrosion Rating @50°C/122°F for 3 Hours		1	1A	
ASTM D86	Distillation				
	50%			284.2	°C
	90%	282	338	297.4	°C
ASTM D2624	Electrical Conductivity	50		180	pS/m
ASTM D6079	Lubricity of Diesel Fuels by HFRR				
	Lubricity Major Axis			370	µm
	Lubricity Minor Axis			310	µm
	Lubricity Average Wear Scar Diameter		520	340	µm
ASTM D6468	Percent Reflectance	70		99	%

Notes: *Method Modification: Result is reported outside (lower/higher) the scope of the method


 Reported by: Elizabeth Cusprine
 Title: QA/QC Manager

AmSpec LLC - 3020 Millbranch - Memphis - TN - 38116
 RESULTS ARE VALID "AS AT" DATE AND LOCATION LISTED

SPECIFICATIONS FOR CARB RENEWABLE*
ULTRA LOW SULFUR DIESEL FUEL
((Acceptance begins with cycle 13 of 2011))
Product Code 8C (1) (2) (3) (4) (5)

Specification Points	ASTM Method	Shipments	
		<u>Min.</u>	<u>Max.</u>
Gravity, deg. API	D-287, D-1298, D-4052	30.0	
Flash point, deg. F.	D-93	125	
Sulfur, max ppm (2)	D-5453, D-7039		10.0 (2)
Aromatic vol %, Max	D-5186-96(3)		10.0
			35.0 (3)
Biodiesel (FAME) %	D-7371		0.0
Color D-1500			4.0
Cetane Number	D-613	40.0	
OR			
Cetane Index	D-976	40.0	
Haze Rating/Workmanship	D-4176		2.0
Cloud Point deg. F.	D-2500	ASTM	
Pour point deg. F.	D-97	ASTM	
Distillation	D-86	540	640
90% Recovered deg. F.			

- (1) In addition to above KMEP specifications, product must meet ASTM D-975 latest revision, with exception to lubricity requirements; this product may require treatment with a lubricity and/or conductivity improver in order to be fully compliant with the latest revision of ASTM D-975 prior to terminal distribution.
- (2) At pipeline input; terminal delivery/distribution not to exceed 15 ppm.
- (3) Maximum allowable fungible specification. All Refinery production having greater than 10 Vol% Aromatics must have been produced within the restrictions of a CARB Executive Order.
- (4) At pump station receipt, product contains 5% renewable diesel or less.
- (5) At delivery, product is fungible with product code 80.

* Renewable diesel is a liquid fuel derived from biomass that meets the registration requirements for fuels and fuel additives established by the EPA under Section 211 of the Clean Air Act and the requirements of ASTM D975 and does not contain FAME.

SPECIFICATIONS FOR EPA RENEWABLE*
ULTRA LOW SULFUR DIESEL FUEL
((Acceptance begins with cycle 13 of 2011))
Product Code 8E (1)(2)(3)(4)(5)(6)

Specification Points	ASTM Method	Shipments	
		<u>Min.</u>	<u>Max.</u>
Gravity, deg. API	D-287, D1298, D-4052	30.0	
Flash, P.M., deg. F.	D-93	125	
Sulfur, ppm max	D-5453, D-7039		10.0 (2)
Aromatic %	D-1319		35.0 (3)
Biodiesel (FAME) %	D-7371		0.0
Color D-1500			4.0
Cetane Number	D-613	40.0	
OR			
Cetane Index	D-976	40.0 (3)	
Haze Rating/Workmanship	D-4176		2.0
Cloud Point deg. F.	D-2500	ASTM(4)	
Pour point deg. F.	D-97	ASTM(4)	
Distillation	D-86	540	640
90% Recovered deg. F.			

- (1) In addition to above KMEP specifications, product must meet ASTM D-975 latest revision, with exception to lubricity and conductivity requirements; this product may require treatment with a lubricity and/or conductivity improver in order to be fully compliant with the latest revision of ASTM D-975 prior to terminal distribution.
- (2) At pipeline input; terminal delivery/distribution not to exceed 15 ppm.
- (3) EPA Ultra Low Sulfur on-highway diesel requires a Cetane Index of 40 or maximum Aromatics of 35%.
- (4) Due to fungible specifications, the cloud/pour point for diesel products must comply with the ASTM specifications for the region in which the diesel is produced. It should be noted that diesel products distributed into colder climates may require cloud and/or pour point suppressors, i.e., winterization.
- (5) At pump station receipt, product contains 5% renewable diesel or less.
- (6) At delivery, product is fungible with product code 84.

* Renewable diesel is a liquid fuel derived from biomass that meets the registration requirements for fuels and fuel additives established by the EPA under Section 211 of the Clean Air Act and the requirements of ASTM D975 and does not contain FAME.

SPECIFICATIONS FOR B-5
(EPA ULTRA LOW SULFUR 5% BIODIESEL BLEND)

Product Code D5 (1)

(Shipped on Oregon Line ONLY)

Specification Points	ASTM Method	Shipments	
		<u>Min.</u>	<u>Max.</u>
Gravity, deg. API	D-287	30.0	
Flash, Pensky-Martens, deg. F.	D-93	125	
FAME, vol %	D-7371		5 (2)
Sulfur, ppm max	D-5453, D-7039		10.0 (3)
Aromatic %	D-1319		35.0 (4)
Color	D-1500		4.0
Cetane Number	D-613	40.0	
OR			
Cetane Index	D-976	40.0 (4)	
Haze Rating/Workmanship	D-4176		2.0
Cloud Point deg. F.	D-2500	ASTM (5)	
Pour point deg. F.	D-97	ASTM (5)	
Distillation	D-86	540	640
90% Recovered deg. F.			

- (1) In addition to above KMEP specifications, product must meet ASTM D-975 latest revision, with exception to lubricity requirement; this product may require treatment with a lubricity improver in order to be fully compliant with the latest revision of ASTM D-975 prior to terminal distribution.
- (2) Biodiesel Supplier must be BQ9000 certified. No Methyl Esters derived from yellow grease.
- (3) At pipeline input; terminal delivery/distribution not to exceed 15.
- (4) EPA Ultra Low Sulfur on-highway diesel requires a Cetane Index of 40 or maximum Aromatics of 35%.
- (5) Due to fungible specifications, the cloud/pour point for diesel products must comply with the ASTM specifications for the region in which the diesel is produced. It should be noted that diesel products distributed into colder climates may require cloud and/or pour point suppressors, i.e., winterization.

SPECIFICATIONS FOR CARB
ULTRA LOW SULFUR DIESEL FUEL

Product Code 80 (1) (2) (3) (4) (5)

Specification Points	ASTM Method	Shipments	
		<u>Min.</u>	<u>Max.</u>
Gravity, deg. API	D-287, D-1298, D-4052	30.0	
Flash point, deg. F.	D-93	125	
Sulfur, max ppm (2)	D-5453, D-7039		10.0 (2)
Aromatic vol %, Max	D-5186-96(3)		10.0 35.0 (3)
Biodiesel (FAME) %	D-7371		0.0
Color D-1500			4.0
Cetane Number	D-613	40.0	
OR			
Cetane Index	D-976	40.0	
Haze Rating/Workmanship	D-4176		2.0
Cloud Point deg. F.	D-2500	ASTM	
Pour point deg. F.	D-97	ASTM	
Distillation	D-86	540	640
90% Recovered deg. F.			

- (1) In addition to above KMEP specifications, product must meet ASTM D-975 latest revision, with exception to lubricity requirements; this product may require treatment with a lubricity and/or conductivity improver in order to be fully compliant with the latest revision of ASTM D-975 prior to terminal distribution.
- (2) At pipeline input; terminal delivery/distribution not to exceed 15 ppm.
- (3) Maximum allowable fungible specification. All Refinery production having greater than 10 Vol% Aromatics must have been produced within the restrictions of a CARB Executive Order.
- (4) At pump station receipt, Carbon Intensity of this product is 94.71 gCO₂e/MJ.
- (5) At delivery, no CI is inferred; product is fungible with CARB Renewable product code 8C.

SPECIFICATIONS FOR EPA
ULTRA LOW SULFUR DIESEL FUEL

Product Code 84 (1)(2)(3)(4)(5)

Specification Points	ASTM Method	Shipments	
		<u>Min.</u>	<u>Max.</u>
Gravity, deg. API	D-287, D1298, D-4052	30.0	
Flash, P.M., deg. F.	D-93	125	
Sulfur, ppm max	D-5453, D-7039		10.0 (2)
Aromatic %	D-1319		35.0 (3)
Biodiesel (FAME) %	D-7371		0.0
Color D-1500			4.0
Cetane Number	D-613	40.0	
OR			
Cetane Index	D-976	40.0 (3)	
Haze Rating/Workmanship	D-4176		2.0
Cloud Point deg. F.	D-2500	ASTM(4)	
Pour point deg. F.	D-97	ASTM(4)	
Distillation	D-86	540	640
90% Recovered deg. F.			

- (1) In addition to above KMEP specifications, product must meet ASTM D-975 latest revision, with exception to lubricity and conductivity requirements; this product may require treatment with a lubricity and/or conductivity improver in order to be fully compliant with the latest revision of ASTM D-975 prior to terminal distribution.
- (2) At pipeline input; terminal delivery/distribution not to exceed 15 ppm.
- (3) EPA Ultra Low Sulfur on-highway diesel requires a Cetane Index of 40 or maximum Aromatics of 35%.
- (4) Due to fungible specifications, the cloud/pour point for diesel products must comply with the ASTM specifications for the region in which the diesel is produced. It should be noted that diesel products distributed into colder climates may require cloud and/or pour point suppressors, i.e., winterization.
- (5) At delivery, product is fungible with EPA Renewable product code 8E.



AGENDA REPORT

DATE: December 3, 2019

TO: Mayor and City Council

FROM: Laura Snideman, Assistant City Manager *LS*

SUBJECT: Resolution 2019-282 of the City Council of the City of Fairfield Approving the Plans and Specifications and Awarding a Contract to Dominguez Landscape for the Rolling Hills-Kolob-Waterman Highlands Landscape Maintenance Districts

RECOMMENDED ACTION

Adopt resolution.

STATEMENT OF ISSUE

This resolution approves the plans and specifications for the landscape maintenance of the Rolling Hills-Kolob-Waterman Highlands Landscape Maintenance Districts and awards a 24-month contract to Dominguez Landscape in the amount of \$737,184.

DISCUSSION

The contract provides for the landscape and irrigation maintenance of the Rolling Hills-Kolob-Waterman Highlands Landscape Maintenance Districts. The scope of work for this contract was based on the existing maintenance contract responsibilities and projected growth within the district boundaries, including all labor, materials, equipment and other services necessary for the complete maintenance of all landscaping and irrigation within the district. The City's Landscape Maintenance Section within the Public Works Operations Division will oversee the work to ensure compliance with the contract requirements. This is a 24-month contract with provisions that allow for extensions of the contract for three additional 24-month terms, upon mutual agreement of the City and Contractor.

Any extension(s) would have the same terms and conditions, including a negotiated compensation adjustment not to exceed the October CPI of the current contract year for the San Francisco/Bay Area Urban Wage Earner. Additional work items can be added at a cost negotiated between the Contractor and the City prior to beginning the work.

Three bids were received and opened on November 8, 2019. The bids ranged in price from a low of \$737,184 to a high of \$1,039,944 for the 24-month term. The Engineer's Estimate is \$443,790 and based on the last contract rate for this area from 2014 plus a cost inflator. Staff believe bids are higher than expected because of a limited work force, and adjustments in the market demands for

maintenance services. Therefore, staff does not believe rebidding the project would result in lower bid results.

Staff reviewed Dominguez Landscape's bid and found it to be in order. Dominguez Landscape is appropriately licensed in the State of California to perform this type of work and are currently providing landscaping maintenance services under separate contracts for the City of Fairfield.

The increase in contract maintenance costs will result in the annual district maintenance expenses exceeding the annual revenue. There is sufficient funding within the district reserve balances to fund the contract for the 24 month term. However, adjustment of the annual assessment or existing service level will likely be required in the future.

FINANCIAL IMPACT

Of the \$737,184 total contract amount, \$617,706.44 will be funded through the Rolling Hills Landscape Maintenance District (Fund 077, Division and Responsibility Code 68001), \$45,392.89 will be funded through the Kolob Landscape Maintenance District (Fund 078, Division and Responsibility Code 68001), and \$34,044.67 will be funded through the Waterman Highlands Landscape Maintenance District (Fund 073, Division and Responsibility Code 68001). This portion is funded through special assessments on the properties within the District boundaries. The General Fund (Fund 011, Division and Responsibility Code 68001) will contribute \$20,020 annually for street light maintenance for a total amount of \$40,040 (\$20,020 annually for 24-month period) per Resolution No. 1991-213B. The Landscape Maintenance District has adequate reserves to cover the cost of the new contract. Staff will continue to monitor and recommend any changes in future fiscal years to adequately fund the services and maintain adequate reserve balances.

CITY COUNCIL WORKPLAN

Community Safety

Community Infrastructure

Quality of Life

*Financial and Operational
Sustainability*

Economic Development

*Travis Air Force
Base*

City Council Goal this item supports:

Financial and Operational Sustainability

Project:

Not Applicable

PUBLIC CONTACT/ADVISORY BODY RECOMMENDATION

The maintenance contract was noticed in the local newspaper. In addition, staff mailed complete bid package to a total of 17 builder's exchanges covering the area from Redding to Sacramento, the San Francisco Bay Area, and the Central Valley to San Diego. A total of three contractors purchased bid documents for this project.

ALTERNATIVE ACTION

If the City Council has any questions, this item may be delayed so that staff may provide the necessary backup.

STAFF CONTACT

Thomas Martian, Construction Manager
(707) 428-7478

tmartian@fairfield.ca.gov

COORDINATED WITH

N/A

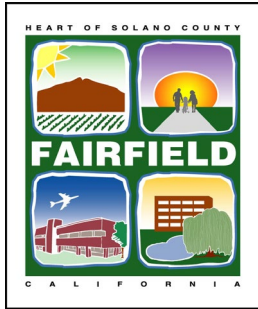
ATTACHMENTS:

Bid Results

Proposed Resolution

REVIEWERS:

Reviewer	Action	Date
Ballard, Kelly	Approved	11/19/2019 - 6:57 PM
Kaushal, Paul	Approved	11/19/2019 - 6:58 PM
Alexander, Amber	Approved	11/19/2019 - 6:59 PM
Alexander, Amber	Approved	11/26/2019 - 6:29 PM



**City of Fairfield
Public Works Department**

**Landscape Maintenance of Rolling Hills-Kolob-Waterman
Highlands Lighting & Landscape Maintenance District**

NAME OF PROJECT

November 8, 2019, 2:00 p.m.

DATE OF BID

NO.	BIDDER	AMOUNT *
1	Dominguez Landscape Sacramento, CA	\$737,184.00
2	New Image Fremont, CA	\$946,638.00
3	Odyssey Companies Lodi, CA	\$1,039,944.00
Engineer's Estimate		\$443,790.00; two year contract

*Note: This bid summary shows the bids in order as opened but is not a determination of award, responsiveness, or responsibility of bids received. The values computed are values based on Staff's interpretation of the bids, correction of mathematical errors and assumptions made where ambiguous and/or illegible entries are encountered during the review process.

CITY OF FAIRFIELD

RESOLUTION NO. 2019 - 282

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD APPROVING
THE PLANS AND SPECIFICATIONS AND AWARDING A CONTRACT TO
DOMINGUEZ LANDSCAPE FOR THE ROLLING HILLS-KOLOB-WATERMAN
HIGHLANDS LANDSCAPE MAINTENANCE DISTRICTS**

WHEREAS, the bid opening for the landscape maintenance of Landscape Maintenance Districts – Rolling Hills-Kolob-Waterman Highlands took place on November 8, 2019; and

WHEREAS, the apparent low bidder was Dominguez Landscape with a bid in the amount of \$737,184.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY
RESOLVES:**

Section 1. The specifications for the Landscape Maintenance of Landscape Maintenance Districts Rolling Hill-Kolob-Waterman Highlands are hereby approved.

Section 2. The City Manager is authorized and directed to enter into a contract with Dominguez Landscape in the amount of \$737,184.

Section 3. The Director of Public Works is authorized to extend the contract for three additional 24-month extensions with the same terms and conditions including a negotiated adjustment not to exceed the October CPI, of the current contract year, for the San Francisco/Bay Area Urban Wage Earner.

Section 4. The Director of Public Works is authorized to implement the above-mentioned contract.

PASSED AND ADOPTED this 3rd day of December, 2019, by the following vote:

AYES: COUNCILMEMBERS: PRICE/BERTANI/MOY/TIMM/VACCARO

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

MAYOR

ATTEST:


CITY CLERK



AGENDA REPORT

DATE: December 3, 2019

TO: Mayor and City Council

FROM: Sean P. Quinn, Interim City Manager 

SUBJECT: Resolution 2019-283 of the City Council of the City of Fairfield Approving the Report of the Advisory Board for Calendar Year 2019 and Proposed Budget for Fiscal Year 2020 in Connection with the North Texas Street Business Improvement District; and

Resolution 2019-284 of the City Council of the City of Fairfield Declaring Intention to Levy an Assessment Against Businesses within the North Texas Street Business Improvement District for Fiscal Year 2020 and Setting a Time and Place for Hearing Objections Thereto

RECOMMENDED ACTION

Adopt resolutions.

STATEMENT OF ISSUE

In September 1999, the Council adopted Ordinance 99-21 establishing the North Texas Street Business Improvement District (NTBID) and the levy of assessments within the District. The Council also appointed the North Texas Street Business Association as the Advisory Board to make recommendations on the expenditure of revenues derived from the assessments. The proposed resolutions approve the Advisory Board's North Texas Street Business Improvement District Annual Report for 2019 and the planned assessments against businesses for calendar year 2020. The Resolution for the Intention to Levy declares the intention of the City Council to levy an assessment against businesses within the district for calendar year 2020, and sets the required public hearing for December 17, 2019.

DISCUSSION

The North Texas Street Business Improvement District was established in 1999 under the Parking and Business Improvement Law of 1989. Under this law, the process of levying an assessment involves the preparation of a report for each year by an Advisory Board appointed by the City Council and holding a public hearing prior to levying of the assessments. The report must include the expenditure of revenues derived from the levying of assessments, the classification of businesses, the method and basis of levying the assessments for 2020, and a description of the improvements and activities to be

performed during the year.

The North Texas Street Business Association filed a report on November 4, 2019, with the City Clerk's office entitled "North Texas Street Business Improvement District Advisory Report for 2019 and Proposed Budget for Fiscal Year 2020" to comply with the above-noted requirements. The report filed by the Business Association indicates that approximately \$58,000 is anticipated from assessments in 2020. The proposed activities reflect North Texas Street organizational style actions, including membership services, beautification of the District, and economic restructuring activities that focus on recruiting new businesses, retaining viable businesses, and creating a dynamic Business District. The 2020 assessment amount against each business will remain the same as that originally assessed in 2000.

Staff recommends that the City Council declare its intention to levy an assessment against businesses within the North Texas Street Business Improvement District for calendar year 2020, and set the December 17, 2019, City Council meeting as date and place for the public hearing on this matter.

Staff intends to submit for Council review and approval at the December 17th meeting, the contract between the City and the North Texas Street Business Association to provide the activities and services proposed in the Business Improvement District.

FINANCIAL IMPACT

No City funds are involved. The North Texas Street Business Association 2020 assessments are estimated to be approximately \$58,000. (NTBID Assessments Fund, Fund 583, Division and Responsibility Code 99000)

CITY COUNCIL WORKPLAN

Community Safety

Community Infrastructure

Quality of Life

Financial and Operational

Economic Development

Travis Air Force

Sustainability

Base

City Council Goal this item supports:

Economic Development

Project:

Routine item not recommended for inclusion in the Workplan

PUBLIC CONTACT/ADVISORY BODY RECOMMENDATION

The North Texas Street Business Association Board approved the Advisory Board report and proposed budget at its meeting of October 23, 2019.

ALTERNATIVE ACTION

The City Council could elect to modify or not take action on the recommendations of the Advisory Board report.

STAFF CONTACT

Jennifer Rice, Real Estate Specialist II

707-428-7727
jrice@fairfield.ca.gov

COORDINATED WITH

City Attorney's Office

ATTACHMENTS:

**Proposed Resolution - Approving Report & Budget
Certified Advisory Report and Budget
Proposed Resolution - Intention to Levy Assessment
Assessment Formula Map of District**

REVIEWERS:

Reviewer	Action	Date
Morales, Lucia	Approved	11/22/2019 - 5:36 PM
Garcia, Cindy	Approved	11/22/2019 - 5:45 PM
Feinstein, David	Approved	11/22/2019 - 6:35 PM
Alexander, Amber	Approved	11/26/2019 - 7:35 PM

CITY OF FAIRFIELD

RESOLUTION NO. 2019 - 283

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD APPROVING
THE REPORT OF THE ADVISORY BOARD FOR CALENDAR YEAR 2019 AND
PROPOSED BUDGET FOR FISCAL YEAR 2020 IN CONNECTION WITH THE
NORTH TEXAS STREET BUSINESS IMPROVEMENT DISTRICT**

WHEREAS, the Parking and Business Improvement Area Law of 1989 (the “Law”), California Streets and Highways Code Sections 36500, et seq., authorizes the City Council to levy an assessment against businesses within a parking and business improvement area, which is in addition to any assessments, fees, charges, or taxes imposed in the City; and

WHEREAS, the Law requires the City Council to appoint an advisory board, which shall make recommendations to the City Council on the expenditure of revenues derived from the levy of assessments, on the classification of businesses, as applicable, and on the method and basis of levying the assessments; and

WHEREAS, by previous resolution, the City Council appointed the North Texas Street Business Association to serve as the Advisory Board for the North Texas Street Business Improvement District (the “Advisory Board”); and

WHEREAS, the Advisory Board has prepared a report entitled “North Texas Street Business Improvement District Advisory Report for 2019 and Proposed Budget for Fiscal Year 2020” (the “Report”), attached hereto, which reports on the District’s 2019 activities and details the proposed levy of an assessment against businesses in the District and the District’s plans for calendar year 2020; and

WHEREAS, the Advisory Board submitted the Report, and it was certified by the Fairfield City Clerk on November 4, 2019.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY
RESOLVES:**

SECTION 1. In accordance with Section 36533 of the Law, the Advisory Board has prepared and filed with the City Clerk, and the City Clerk has presented to the City Council, a report entitled “North Texas Street Business Improvement District Advisory Report for 2019 and Proposed Budget for Fiscal Year 2020” (the “Report”), attached hereto, which contains the proposed budget for 2020.

SECTION 2. The City Council has examined and reviewed the Report, and such Report is hereby approved as filed.

PASSED AND ADOPTED this 3rd day of December, 2019, by the following vote:

AYES: COUNCILMEMBERS: PRICE/BERTANI/MOY/TIMM/VACCARO

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

MAYOR

ATTEST:

CITY CLERK

To: City Clerk Fairfield

From: North Texas Business Improvement District

Re: Advisory Report for 2019 and Proposed Budget for Fiscal Year 2020.

The North Texas Street Business Association acting as advisory board to the Fairfield City Council has caused this report to be prepared pursuant to the Parking and Business Improvement Law of 1989 (section 36500 and following the California Streets and Highways Code) (the "Law"). This report is a summary of improvements and activities performed during the fiscal year 2019 and the proposed budget and activities for the Business Improvement District (the "BID") commencing January 1, 2020 and ending December 31st, 2020. This report contains the following information:

1. The boundaries of the BID and any benefit zones within the BID;
2. Summary of activities provided for Fiscal Year 2019 (Jan.-Dec. 2019)
3. The improvements and activities to be provided for Fiscal Year 2020
4. The method and basis of levying the assessments in sufficient detail to allow each business owner to estimate the amount of the assessment to be levied against his or her business for Fiscal Year 2020.
5. The amount of any surplus or deficit revenues to be carried over from fiscal year 2019.
6. The amount of any contributions to be made from sources other than assessments levied pursuant to the Law.

YEAR IN REVIEW- 2019
January 1, 2019 - December 31, 2019

Board Re-establish:

- Established relationships with various member of the previous board of directors to establish who is and isn't on the board.
- Worked with the City to determine the process per the bylaws to re-establish the board of directors.
- On October 23, the following members were established as the new board of directors for the NTSBA:
 - Karen DaCosta, Chair
 - Belen Carcamo, Treasurer
 - Jeff Moorhead, Director
 - Sunny Basra, Director

- Sal Patel, Director
- Toby Tayeh, Director
- *3 seats remain vacant

Quality of Life Sub-Committee

- Worked with the City of Fairfield Quality of Life subcommittee. We identified properties that were in violation of code and fire enforcement.
- We worked and met with the owners of multiple properties assisting them in cleaning up any possible fine. The greatest success was Budget Inn. The owners continue to improve their property.
- Worked with the City Public Works and Republic Services to expedite clean up.

Homeless Task Force Team:

- Constant communication with Fairfield Police Department regarding homelessness issues
- Communicating with concerned business regarding homelessness, RVs parked in storefronts, etc.

Promotions:

- Sent out mailer to entire membership, and multiple emails inviting businesses to board meeting(s)

In addition to the continuing efforts of each of NTSBA's committees, NTSBA will also conduct the following proposed activities in 2020:

Organization/Membership Services:

- Provide seminars and essential business tools to educate business owners and share best practices.
- Provide Membership networking opportunities, which provide information regarding member benefits, and open committee and board positions.
- Introduce NTBSA businesses to PG&E Energy Efficient Program for Small Businesses.
- Continue working with City liaison and Crime Prevention Services to offer Business Watch seminars.
- Work with City Liaison to assist potential new businesses with location and planning services.
- Welcome new businesses by visiting and providing welcome brochures with Association information.
- Nominate Board Members in October, elect in November to assume duties November 2020 if needed.
- Evaluate the needs of the NTSBA Board to create a stronger, more efficient Board.

- Evaluate current communication process and make improvements where needed.
- Conduct one on one meetings or surveys with businesses in the NTSBA to understand the needs of the members.
- Produce and distribute the NTSBA e-newsletter 6-8 times per year.

Design/Beautification:

- Work with City liaison and business membership to provide assistance with sign requirements.
- Communicate with City liaison on lighting, landscaping and graffiti issues in the district.
- Work with the Board of Directors on two annual projects in 2020 to increase exposure and branding of the NTSBA.
- Work with City liaison and district members on re-branding campaign and work with members and Board to implement.
- Create a website; implement changes required for an updated and user- friendly website.
- Work with City liaison to monitor City property and report issues as needed.

Economic Restructuring:

- Work with City liaison, membership and professional as needed to evaluate, recommend and implement changes regarding BID funding as appropriate.
- Communicate and educate membership about State and local programs available to small businesses.
- Invite on a quarterly basis one of the following to speak at the NTSBA association meeting: Solano EDC, Chamber of Commerce, City of Fairfield Economic Development and Crime Prevention Team/Homeless Task Force.
- Recruit potential merchants.
- Work with Small Business Development Council to provide input toward workshops geared toward market needs.
- Provide support to Solano Public Health in implementing aspects of their three year "Partnerships to Improve Community Health," grant.
- Continue to work with the Solano EDC to promote the Solano Energy Watch program creating substantial monthly energy bill savings for participating merchants.

Business Crime Watch Committee

- Continue assisting members in working with the Police Department to control crime in the District.
- Coordinate monthly Business Crime Watch meetings, one block of the District at a time, to proactively listen to business concerns and collaborate with the Fairfield Police Department to provide awareness, tools, and resources available for merchants to proactively prevent crime at their businesses.
- Coordinate additional Business Crime Watch meetings to respond to business concerns specific to locations, or industries.

- Distribute Crime prevention literature provided by the Fairfield Police Department on an ongoing basis.
- Promote the Code of Conduct signage developed by the Fairfield Police to business owners and provide referrals to local sign companies as needed.
- Create awareness of the opportunity to file a No Trespassing letter with the Fairfield Police department to assist in resolving nuisance crime issues.
- When appropriate refer businesses to the Fairfield Police Department's Crime Prevention team to request a Crime Prevention Through Environmental Design (CPTED) survey for their business.

Coordination of Advisory Board Report

- Prepare the report of the North Texas Street Business Improvement District Advisory Board for fiscal year 2020 and submit to the City Clerk by October 5, 2020.

North Texas Street Business Association
2020 Budget

Income			
	Assessments	\$58,000.00	
Total Income			\$58,000.00
Expenses			
Professional Fees			
	Bookkeeping	\$2,415.00	
	Tax Preparation	\$500.00	
	Secretary of State & Domain Name	\$75.00	
	Program Management	\$48,000	
	Merchant Services Fees	\$360.00	
	Total Professional Fees		51,350.00
Office Supplies, Postage, Telephone			
	Office Supplies	\$250.00	
	Postage	\$500.00	
	Total Miscellaneous		\$750.00
Insurance			
	Insurance	\$3,800.00	
	Total Insurance		\$3,800.00
Marketing			
	Marketing Campaign	\$1,000.00	
	Website Dev.	\$1,000.00	
	Total Marketing		\$2,000.00
	Total Annual Expense		\$57,900.00
	Total Net Operating Income		\$100.00
	2019 Carry Over		5000
	Estimated Carry Over		\$5,100.00

CITY OF FAIRFIELD

RESOLUTION NO. 2019 - 284

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD DECLARING INTENTION TO LEVY AN ASSESSMENT AGAINST BUSINESSES WITHIN THE NORTH TEXAS STREET BUSINESS IMPROVEMENT DISTRICT FOR FISCAL YEAR 2020 AND SETTING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO

WHEREAS, the Parking and Business Improvement Area Law of 1989 (the "Law"), California Streets and Highways Code Sections 36500, et seq., authorizes the City Council to levy an assessment against businesses within a parking and business improvement area, which is in addition to any assessments, fees, charges, or taxes imposed in the City; and

WHEREAS, by previous resolution, the City Council appointed the North Texas Street Business Association to serve as the Advisory Board for the North Texas Street Business Improvement District (the "Advisory Board"); and

WHEREAS, the boundaries of the North Texas Street Business Improvement District (the "District") are generally described to include all properties abutting North Texas Street and Texas Street between Clay Street to the south and Nelson Road to the north as well as certain properties abutting these core properties. A map showing the boundaries of the District and properties which are included in the District is on file in the office of the City Clerk and is open to public inspection; and

WHEREAS, in accordance with Section 36533 of the Law, the Advisory Board prepared and filed with the City Clerk a report entitled, "North Texas Street Business Improvement District Advisory Report for 2019 and Proposed Budget for Fiscal Year 2020" (the "Report"), and by previous resolution, the City Council preliminarily approved the Report as filed. Said Report is on file in the office of the City Clerk and is open to public inspection.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

SECTION 1. The City Council hereby declares its intention, in addition to any assessments, fees, charges or taxes imposed by the City, to levy and collect an assessment against businesses within the District for fiscal year 2020 (commencing January 1, 2020 and ending December 31, 2020).

SECTION 2. The City Council hereby declares that, as provided by Law, the types of improvements and activities to be funded by the levy of an assessment against businesses within the District are as follows:

- (a) The acquisition, construction, installation or maintenance of tangible property with a useful life of five years or more, including, but not limited to, the following:
 - (i) benches; (ii) trash receptacles; (iii) decorations; and (iv) permanent landscaping;
- (b) Promotion of public events which benefits businesses in the District and which takes place within public places within the District;
- (c) Furnishing of music in any public place in the District; and
- (d) Activities that benefit businesses located and operating in the District.

SECTION 3. New businesses established in the District after January 1, 2020, shall be exempt from the levy of the assessment for fiscal year 2020.

SECTION 4. The City Council hereby fixes the time and place for a public hearing on the proposed levy of an assessment against businesses within the District for calendar year 2020 as follows:

TIME: 6:00 p.m.

DATE: December 17, 2019

PLACE: City Council Chambers, 1000 Webster Street, Fairfield, CA

At the public hearing, the testimony of all interested persons regarding the levy of an assessment against businesses within the District for calendar year 2020 shall be heard. A protest may be made orally or in writing by any interested person.

Any protest pertaining to the regularity or sufficiency of the proceedings must be in writing and shall clearly set forth the irregularity or defect to which the objection is made.

Every written protest must be filed with the City Clerk at or before the time fixed for the public hearing. The City Council may waive any irregularity in the form or content of any written protest and at the public hearing may correct minor defects in the proceedings. A written protest may be withdrawn in writing at any time before the conclusion of the public hearing.

Each written protest must contain a description of the business in which the person subscribing the protest is interested sufficient to identify the business and, if a person subscribing is not shown on the official records of the City as the owner of the business, the protest shall contain or be accompanied by written evidence that the person subscribing is the owner of the business. A written protest, which does not comply with the requirements set forth in this paragraph, will not be counted in determining a majority protest (as defined below).

If, at the conclusion of the public hearing, written protests are received from the owners of businesses in the District which will pay 50 percent or more of the assessments

proposed to be levied and protests are not withdrawn so as to reduce the protests to less than that 50 percent (i.e., there is a majority protest), no further proceedings to levy the proposed assessment, as contained in this resolution of intention, shall be taken for a period of one year from the date of the finding of a majority protest by the City Council.

If the majority protest is only against the furnishing of a specified type or types of improvement or activity within the District, those types of improvements or activities shall be eliminated.

SECTION 5. For a full and detailed description of the improvements and activities to be provided for calendar year 2020, the boundaries of the District and the proposed assessments to be levied against the businesses within the District for fiscal year 2020, reference is hereby made to the Report of the Advisory Board. The Report is on file with the City Clerk and open to public inspection.

SECTION 6. The City Clerk is hereby authorized and directed to provide notice of the public hearing in accordance with law.

PASSED AND ADOPTED this 3rd day of December, 2019, by the following vote:

AYES: COUNCILMEMBERS: PRICE/BERTANI/MOY/TIMM/VACCARO

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

MAYOR

ATTEST:

CITY CLERK

DISTRICT ASSESSMENT FORMULA

It is proposed that the District's improvements and activities be funded by an annual assessment based on a formula developed by the Formation Committee, made up entirely of business owners.

The assessment formula is based on type of business and location in order to offer a fair and equitable assessment formula for each business in the District. The assessment will be collected by the City and used to fund an ongoing annual program of economic stimulation and business enhancement.

All business owners stand to benefit to a much greater extent than what the annual assessment might be.

PROPOSED NORTH TEXAS STREET BUSINESS IMPROVEMENT DISTRICT ASSESSMENT

	(ZONE A	ZONE B
Retailers and	\$150 (1-3 emp.)	\$ 75
Restaurants	\$250 (4-6 emp.)	\$125
	\$350 (7+ emp.)	\$175
	\$450 (12+ emp.)	\$225
Sales & Service	\$150 (1-3 emp.)	\$ 75
Businesses	\$200 (4-6 emp.)	\$100
	\$250 (7+ emp.)	\$125
Personal Care Salons	\$150 (+\$25 addl. per station)	\$ 75 (+\$25 addl. per station)
Professional Business	\$150	\$ 75
Financial Institutions	\$500	\$500
Express Banking Sta.	\$250	\$250
Lodging	\$250	\$250

Note: Assessment for retail and restaurant businesses as well as the sales and service businesses and person care salons will be determined by number of employees, either full-time or the equivalent made up of multiplies of part-time employees.

Business Type Definitions

Retail and Restaurant: Retail businesses including businesses that buy and resell goods, and receive at least 50% of gross sales from retail. Examples are clothing stores, shoe stores, office supplies, as well as business that sell prepared food and drinks. Restaurants including cafes, eating establishments, sandwich shops, dinner houses and fast food services.

Sales and Service Businesses: Businesses that combine retail and product-services. Examples are appliance stores, most automotive-oriented businesses, repair shops, entertainment businesses such as theaters, etc.

Personal Care Salons: Includes beauty salons, barber shops, tanning salons, etc.

Lodging: Includes inns, hotels RV parks and similar businesses.

Professional Businesses: Includes Architects, Engineers, Attorneys, Dentists, Doctors, Accountants, Optometrists, Realtors, Insurance Offices, Mortgages Brokers and most other businesses that require advanced and/or specialized licenses and/or advanced academic degrees.

Financial Institutions: Includes banking (both full-service banking and express banking), as well savings and loan institutions and credit unions.

Express Banking: An in-store staffed limited service banking facility.

A number of businesses will be exempt from the proposed BID assessment. Examples of those business types are as follows:

- Residential Uses
 - Private Homes
 - Apartment Rentals
 - Mobile Home Parks
- Non-Profit Organizations
- Schools
- Governmental Uses

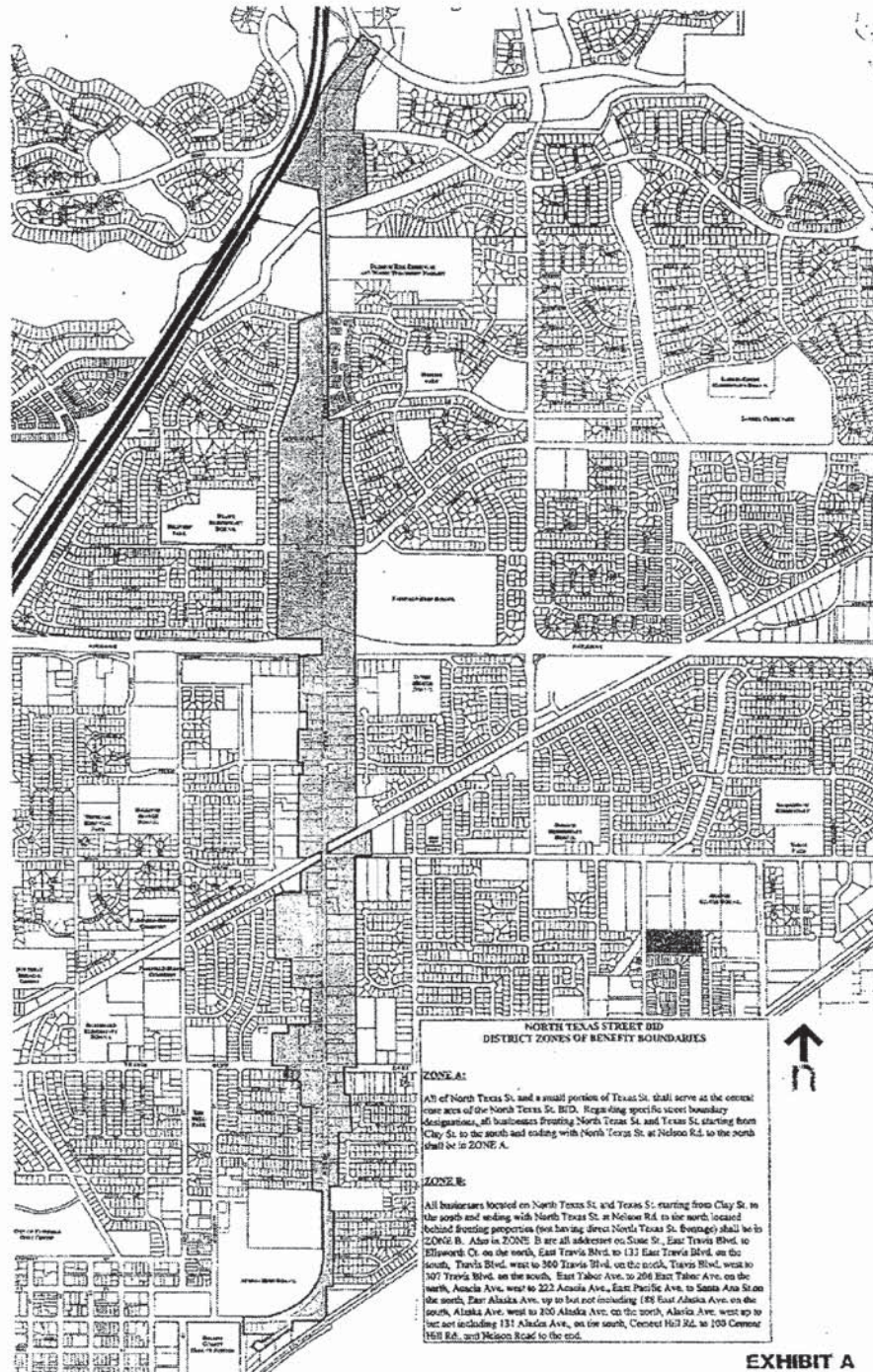



EXHIBIT A



AGENDA REPORT

DATE: December 3, 2019

TO: Mayor and City Council

FROM: Sean P. Quinn, Interim City Manager 

SUBJECT: Resolution 2019-285 of the City Council of the City of Fairfield Authorizing the City Manager to Execute an Estoppel Certificate and First Amendment to and Partial Termination of Temporary Deed Restriction and Declaration of Covenants Relating to Canon Station Planning Area 4

RECOMMENDED ACTION

Adopt resolution.

STATEMENT OF ISSUE

The City and One Lake Holding, LLC ("Developer") are parties to the Development Agreement for the Canon Station project ("Development Agreement"). Under terms of the Development Agreement, One Lake Holding is required to submit plans for a new fire station and record a conservation easement. Due to forces outside their control, they cannot meet these requirements within the time frame required by the Development Agreement. The proposed resolution would provide acknowledgement that One Lake Holding has diligently pursued meeting its requirements, and will facilitate issuance of a limited number of residential building permits while the factors outside their control are being resolved.

DISCUSSION

The City and the Developer are parties to a Development Agreement for the Canon Station project, east of the Fairfield-Vacaville Train Station. Under the Development Agreement, the Developer is required to record Conservation Easements over certain properties prior to recordation of a final map for Planning Area 4 of the project. They are also required to submit design plans for a new fire station to serve Northeast Fairfield prior to issuance of any residential building permits in their project. The Developer has been diligently working towards meeting these requirements. Factors outside their control, however, have prevented them from completing either item within the timeframe they have been planning for residential construction to begin.

Regarding the Conservation Easements, the Developer has prepared all materials needed to facilitate recordation. The Conservation Easements cannot be recorded until the California Department of Fish and Wildlife (DFW) has issued final approval for certain permits. DFW has been moving slowly towards issuing approval, but has not been acting in a timely manner. For this reason, despite the fact that the

Developer had not recorded the Conservation Easements, the City found the Developer to be in substantial conformance with the Development Agreement on December 4, 2018, and allowed the Developer to record a Temporary Deed Restriction on the conservation property as well as the property to be developed in Planning Area 4. At that time, the Developer and City entered into the Canon Station Conservation Easement Letter Agreement, wherein the Developer agreed not to seek building permits for Planning Area 4 prior to recordation of the Conservation Easements. Since that time, the Developer has continued to diligently pursue recordation of the Conservation Easements, but has been delayed, through no fault of their own, by the State of California;

Regarding the Fire Station plans, the Developer has sought over the last year to prepare the plans as required by the Development Agreement. The City, however, has concluded that a station larger than required by the Development Agreement would be desirable to consider. Matters regarding this conclusion have delayed the Developer's ability to complete the plans, while the City continues to evaluate site plan options.

The Developer is currently in negotiations with multiple builders to build homes on subdivided lots in Planning Area 4. Staff has concluded that, since the Developer has diligently attempted to meet their obligations but has been delayed through factors outside its control, they should be able to receive building permits for the portion of the project they are negotiating with developers. This portion totals 286 lots. To this end, the proposed resolution authorizes an Estoppel Certificate asserting that the Developer is in conformance with terms of the Development Agreement, including requirements to record the Conservation Agreement and submit plans for the Fire Station. The resolution also authorizes amendment to the Temporary Deed Restriction to allow the Developer or other builders to obtain building permits on land that would contain the 286 lots.

FINANCIAL IMPACT

N/A

CITY COUNCIL WORKPLAN

Community Safety

Community Infrastructure

Quality of Life

*Financial and Operational
Sustainability*

Economic Development

*Travis Air Force
Base*

City Council Goal this item supports:

Economic Development

Project:

#5A.8, Train Station Specific Plan

PUBLIC CONTACT/ADVISORY BODY RECOMMENDATION

N/A

ALTERNATIVE ACTION

The City Council could choose not to approve the resolution. However, if not approved, the Developer will have difficulty satisfying the requirement of its investors potentially causing substantial delays in project development.

STAFF CONTACT

David Feinstein, Interim Director of Community Development
707-428-7448,
dfeinstein@fairfield.ca.gov

COORDINATED WITH

City Attorney's Office

ATTACHMENTS:

Proposed Resolution

Estoppel Certificate

First Amendment and Partial Termination of Temporary Conservation Easement

REVIEWERS:

Reviewer	Action	Date
Morales, Lucia	Approved	11/26/2019 - 3:04 PM
Feinstein, David	Rejected	11/26/2019 - 3:09 PM
Morales, Lucia	Approved	11/26/2019 - 12:19 PM
Morales, Lucia	Approved	11/26/2019 - 3:19 PM
Feinstein, David	Approved	11/26/2019 - 3:22 PM
Alexander, Amber	Approved	11/26/2019 - 3:31 PM
Alexander, Amber	Approved	11/26/2019 - 6:30 PM

CITY OF FAIRFIELD

RESOLUTION NO. 2019 - 285

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD AUTHORIZING
THE CITY MANAGER TO EXECUTE AN ESTOPPEL CERTIFICATE AND FIRST
AMENDMENT TO AND PARTIAL TERMINATION OF TEMPORARY DEED
RESTRICTION AND DECLARATION OF COVENANTS RELATING TO CANON
STATION PLANNING AREA 4**

WHEREAS, the City and One Lake Holding, LLC (“Developer”) are parties to the Restated Development Agreement for Canon Station, dated May 8, 2015 and recorded on June 10, 2015, which was amended by the First Amendment to Development Agreement recorded on February 17, 2016, and further amended by that certain Second Amendment to Development Agreement recorded on January 27, 2017, and further amended by that certain Third Amendment to the Development Agreement recorded on February 19, 2019 (the Restated Development Agreement, as amended by the First Amendment, the Second Amendment, and the Third Amendment, is referred to herein as the “Development Agreement”); and

WHEREAS, under the Development Agreement, the Developer is required to record Conservation Easements over certain properties prior to recordation of a final map for Planning Area 4 of the project; and

WHEREAS, the Developer has diligently pursued recordation of the Conservation Easements, but has been delayed by forces outside its control, including delays caused by the California Department of Fish and Wildlife; and

WHEREAS, notwithstanding the fact that the Developer had not recorded the Conservation Easements, the City found the Developer to be in substantial conformance with the Development Agreement on December 4, 2018, and allowed the Developer to record a Temporary Deed Restriction on the conservation property as well as the property to be developed in Planning Area 4; and

WHEREAS, at that time, the Developer and City entered into that certain Canon Station Conservation Easement Letter Agreement, wherein the Developer agreed not to seek building permits for Planning Area 4 prior to recordation of the Conservation Easements; and

WHEREAS, since that time, the Developer has continued to diligently pursue recordation of the Conservation Easements, but has been delayed, through no fault of the Developer, by the State of California; and

WHEREAS, the Developer is currently in negotiations with multiple builders to build homes on the subdivided lots in Planning Area 4; and

WHEREAS, the City acknowledges that the Developer has been frustrated in its attempt to perform under the Development Agreement due to delays caused by the State of California in processing the Conservations Easements for recordation; and

WHEREAS, the City and Developer desire to allow Developer and its assignees to pull no more than 286 building permits for Planning Area 4; and

WHEREAS, the City and Developer wish to amend the Temporary Deed Restriction and Declaration of Covenants to remove restrictions on development outside of the Conservation Easement area in Planning Area 4; and

WHEREAS, the City desires to execute an estoppel certificate allowing the issuance of up to 286 building permits in Planning Area 4.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD DOES HEREBY FIND, RESOLVE AND ORDER AS FOLLOWS:

Section 1. The City Manager, or the City Manager's designee, is hereby authorized and directed to execute that certain Estoppel Certificate and First Amendment to and Partial Termination of Temporary Deed Restriction and Declaration of Covenants, substantially in the form attached hereto, with any changes as the City Manager, or the City Manager's designee, may deem necessary or advisable with the approval of the City Attorney.

Section 2. The City Manager, or the City Manager's designee, is hereby authorized and directed to record the First Amendment to and Partial Termination of Temporary Deed Restriction and Declaration of Covenants.

PASSED AND ADOPTED this 3rd day of December, 2019 by the following vote:

AYES: COUNCILMEMBERS: PRICE/BERTANI/MOY/TIMM/VACCARO

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

MAYOR

ATTEST:

CITY CLERK

ESTOPPEL CERTIFICATE

CANON STATION AMENDED AND RESTATED DEVELOPMENT AGREEMENT

MASTER PLANNED UNIT DEVELOPMENT PERMIT FOR THE TRAIN STATION SPECIFIC PLAN, PLANNING AREA 4

The undersigned City of Fairfield (“**City**”), in recognition that [insert each buyer] a _____ (“**Buyer**”), is considering the acquisition of certain property located in the City of Fairfield, County of Solano, California, more particularly described in the attached **Exhibit “A”** (the “**Property**”) from ONE LAKE HOLDING LLC (“One Lake” or “Developer”), hereby certifies and represents, as of the date hereof, to Buyer, and its successors and assigns that:

1. The Property is subject to that certain Amended and Restated Development Agreement by and between City and Developer, recorded June 10, 2015 as Instrument No. 201500051329 of Official Records of Solano County (“**Official Records**”), as amended by that certain First Amendment to Development Agreement recorded February 17, 2016 as Instrument No. 201600011949 of Official Records, that certain Second Amendment to Development Agreement recorded on January 27, 2017 as Instrument No. 201700009022 in the Official Records, and that certain Third Amendment recorded on February 19, 2019 as Instrument No. 201900009074 in the Official Records (collectively, the “**Development Agreement**”) and to the Master Planned Unit Development Permit for the Train Station Specific Plan, Planning Area 4 (“**MPUD**”). Terms with initial capital letters that are not defined herein shall have the meaning given in the Development Agreement and the MPUD.

2. The Development Agreement is valid and enforceable according to its terms and has not been modified, supplemented or amended, either orally or in writing, with respect to the Property except as stated herein.

3. To City’s knowledge, there are no Defaults, as defined under the Development Agreement.

4. No provisions of the Development Agreement (including but not limited to Sections 5.7.1(4) and 5.16.1) or the MPUD will impair or impede the availability of 286 building permits to be issued by the City for each such lot so that Buyer is able to commence construction of a residential structure on each of the subject lots, and upon the completion of construction of residential structure in conformance with the approved plans, a certificate of occupancy for each such residential structure. The City does not waive and reserves all rights under the Developer Agreement and MPUD with respect to the obligations of One Lake (including but not limited Development Agreement Sections 5.7.1(4) and 5.16.1), and this Section 4 is solely for the benefit of Buyer with respect to the Property.

The undersigned has executed this Estoppel Certificate as of _____, 2019.

CITY OF FAIRFIELD,
a municipal corporation

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

THE PROPERTY

All the real property situated in the City of Fairfield, in the County of Solano, State of California, as shown on the attached map.

[See attached map]

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

One Lake Holding LLC
2121 N. California Blvd., Suite 1010
Walnut Creek, CA 94596
Attention: Dan Aguilar

(SPACE ABOVE FOR RECORDER'S USE)

**FIRST AMENDMENT TO AND
PARTIAL TERMINATION OF
TEMPORARY DEED RESTRICTION AND DECLARATION OF COVENANTS**

THIS FIRST AMENDMENT TO AND PARTIAL TERMINATION OF TEMPORARY DEED RESTRICTION AND DECLARATION OF COVENANTS (this "Amendment") is entered into effective as of _____, 2019 (the "Effective Date"), by and among ONE LAKE HOLDING LLC, a Delaware limited liability company ("One Lake") and CANON STATION LLC, a California limited liability company ("Canon Station," and collectively with One Lake, the "Declarants"), and the CITY OF FAIRFIELD ("City").

Recitals

A. On or about December 5, 2018, Declarants entered into that certain Temporary Deed Restriction and Declaration of Covenants (the "Temporary Declaration"), which was recorded in the Official Records of Solano County, CA on December 26, 2018, as Instrument No. 201800086693, pursuant to which Declarants agreed to certain restrictions on development of certain real property described therein as the "Conservation Property" in anticipation of recording a permanent Conservation Easement (as that term is defined in the Temporary Declaration) on such Conservation Property.

B. By separate, unrecorded agreement referenced in Recital D and Recital E of the Temporary Declaration ("Side Agreement"), the Declarants and City agreed that the Conservation Easement "shall occur before issuance of building permits by the City" and that the "City shall not be obligated to issue building permits for vertical construction on the Development Property [as that term is defined in the Temporary Declaration] until such time as the Conservation Easement has been recorded." The term "Temporary Declaration" hereinafter shall mean, collectively, the Temporary Declaration and Side Agreement.

C. The Conservation Property remains in its undeveloped state, and since recordation of the Temporary Declaration, Declarant has made diligent and good faith efforts to record the Conservation Easement, which includes review and approval by state and federal agencies whose review and approval has been unavoidably delayed.

D. Declarants meanwhile wish to move forward with the sale and vertical development of up to a maximum of two hundred and eighty six (286) residential lots within Planning Area 4 of the Development Property and as legally described on Exhibit A attached hereto (“Planning Area 4”), which shall include the residential lots described as Neighborhoods 2, 3A, 3B and 3C (totaling 187 lots and legally described in Exhibit A-1 attached), and up to 51 additional lots located in Planning Area 4 of the Development Property as Developer shall designate in writing from time to time pursuant to a supplement to this Amendment to be recorded in the Official Records (collectively, the “Released Residential Lots”), and in order to do so, the Declarants, with the City’s consent, wishes to partially terminate the Temporary Declaration as to such Released Residential Lots, and City wishes to consent to the exclusion of such portion of the Development Property from the restrictions stated in the Temporary Declaration and Side Agreement.

E. Accordingly, Declarants and City wish to amend the Temporary Declaration to release only the Released Residential Lots from the Temporary Declaration such that the City shall not withhold building permits for vertical development on such Released Residential Lots based on the terms or existence of the Temporary Declaration.

F All capitalized terms that are used but not defined in this Amendment shall have the meanings given to them in the Temporary Declaration.

Agreement

NOW, THEREFORE, Declarant and City agree as follows:

1. Released Residential Lots. Notwithstanding anything to the contrary in the Temporary Declaration, the City shall not withhold residential building permits on the basis of the Temporary Declaration for the Released Residential Lots, and such Released Residential Lots are hereby excluded and released from the Temporary Declaration and the Side Agreement, and such Temporary Declaration and Side Agreement are hereby terminated with respect to and no longer encumbers such Released Residential Lots. Declarant may, with no additional consent or signature of the City, identify specific lots as Released Residential Lots, up to a total of no more than 238 residential lots within Planning Area 4, by supplementing the description of Released Residential Lots attached hereto by recording a written supplement to this Amendment in the Official Records of Solano County identifying and legally describing such lots.

2. Full Force and Effect. Other than as amended by this First Amendment, the Temporary Declaration remains in full force and effect without modification.

3. General Provisions.

(a) Controlling Law. The interpretation and performance of this Amendment shall be governed by the laws of the State of California and other applicable Federal laws.

(b) Severability. If any provision of this Amendment, or the application thereof to any person or circumstances, is found to be invalid, the remainder of the provisions of this Amendment, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(c) Entire Agreement. This instrument, taken together with the Declaration, sets forth the entire agreement of Declarants with respect to the Declaration and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Declaration.

(d) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Declarants' title in any respect.

(e) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction of interpretation.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Declarant and City are entering into this Amendment effective as of the Effective Date stated above.

DECLARANTS:

ONE LAKE HOLDING LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

CANON STATION LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

CITY:

CITY OF FAIRFIELD

By: _____
Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF PLANNING AREA 4

[see attached]

EXHIBIT A-1

LEGAL DESCRIPTION OF RELEASED RESIDENTIAL LOTS


[see attached]



AGENDA REPORT

DATE: December 3, 2019

TO: Mayor and City Council

FROM: Sean P. Quinn, Interim City Manager 

SUBJECT: Resolution 2019-240 of the City Council of the City of Fairfield Creating the Housing Services Department; and

Resolution 2019-286 of the City Council of the City of Fairfield Amending the Listing of Classifications and Salaries; and

Resolution 2019-258 of the City Council of the City of Fairfield Amending the Departmental Position Control List

RECOMMENDED ACTION

Adopt resolutions.

STATEMENT OF ISSUE

The Housing functions are in multiple divisions and departments in the City. Given recent developments in housing policy and the need to address the housing crisis, staff proposes to bring all housing functions under one new department. The first proposed resolution creates the Housing Services Department. Furthermore, there is a need for additional positions in key departments to enhance the City's service delivery to the public and stakeholders of Fairfield. The second proposed resolution amends the departmental position control list adding the Housing Services Director. The third proposed resolution amends the listing of classifications and salaries by approving the salary range for Director of Housing Services.

DISCUSSION

Housing Services Department

Given certain staffing issues experienced by the Housing Division in 2017, some of the Housing functions under the purview of the Housing Division in the Community Development Department were assigned to the City Manager's Office (CMO) and to the Assistant City Manager. The Assistant City Manager was assigned the responsibility of generating new affordable housing production. The Legislative and Special Projects Manager was assigned the Community Development Block Grant programs, Home Program, Housing Rehabilitation, and First Time Home Buyer programs.

In the summer of 2019, the CMO requested Management Partners, a management consulting firm with expertise in local government, to analyze the organizational structure and effectiveness, along with a best practices assessment of the City's housing functions and services. Management Partners reviewed records and documents and interviewed City staff to provide a recommendation. The report concluded that because the housing functions were in multiple locations and divisions, there was a lack of unified vision and coordination between different housing functions of the City.

The report recommended that centralizing the housing function will help reduce confusion about internal roles and responsibilities. In addition, creating a new position to lead the housing function will increase the City's capacity to manage staff and programs and provide more support and oversight of grants administration. Furthermore, the state is investing in housing and providing considerable funding. Creating this centralized focus will allow the City to be in the best position possible to access this funding.

Therefore, staff recommends creating a Housing Services Department and adding the position of Director of Housing Services. By doing so, all the housing functions assigned to CMO and the Community Development Department will be centralized in a new Housing Services Department under the direction of one leader who can provide a vision for service delivery of these crucial programs and help staff achieve the CMO and the Council's objectives for housing services.

Please see the attached Director of Housing Services Job Description (Attachment 1) and the attached Proposed Organization Chart for Housing Services Department (Attachment 2). If this new department is approved, current City staff responsible for housing functions will be relocated to the second floor of the City Hall building, along with the new department director, to ensure collaboration and synergy across all the housing functions. The new director will also spend time at the City's Housing Authority at 823-B Jefferson Street to ensure coordination between those services and the City's other housing functions.

Pursuant to City's bargaining obligations, staff will make sure to meet and confer on appropriate topics with bargaining representatives as it works to implement this change.

FINANCIAL IMPACT

The additional annual cost in salary of a new Director of Housing Services will be approximately \$175,000 to \$190,000, with a maximum benefit cost of approximately \$152,000. This position will be primarily funded with both Low and Moderate Income Housing Funds. A budget adjustment may be necessary in FY 2019-20 depending on the timing of filing the position.

CITY COUNCIL WORKPLAN

Community Safety

Community Infrastructure

Quality of Life

Financial and Operational

Economic Development

Travis Air Force

Sustainability

Base

City Council Goal this item supports:

Community Infrastructure, Community Safety, Quality of Life

Priority Project:

#1A.28 Organization/Staffing/Deployment

PUBLIC CONTACT/ADVISORY BODY RECOMMENDATION

N/A

ALTERNATIVE ACTION

Council may choose to not approve a resolution to create a new Housing Services Department and amend the current departmental position control list. If Council does not approve the proposed changes, the housing services may not be delivered as efficiently as possible.

STAFF CONTACT

Farbod Pirouzmand, Director of Human Resources
(707) 428-7397
fpirouzmand@fairfield.ca.gov

COORDINATED WITH

City Manager's Office, Finance Department, Human Resources Department

ATTACHMENTS:

Attachment 1: Director of Housing Services Job Description

Attachment 2: Proposed Organization Chart for Housing Services Department

Attachment 3: Proposed Resolution Creating the Housing Services Department

Attachment 4: Proposed Resolution Amending the Departmental Position Control List

Attachment 5: Proposed Resolution Amending the Listing of Classifications and Salaries

REVIEWERS:

Reviewer	Action	Date
Pirouzmand, Farbod	Approved	11/19/2019 - 1:15 AM
Pirouzmand, Farbod	Approved	11/19/2019 - 1:15 AM
Pirouzmand, Farbod	Approved	11/19/2019 - 1:15 AM
Dominguez, Yessika	Approved	11/19/2019 - 7:13 PM
Alexander, Amber	Approved	11/26/2019 - 6:27 PM

CITY OF FAIRFIELD

DIRECTOR OF HOUSING SERVICES

DEFINITION

To plan, organize, direct and review the activities and operations of the City's Housing Department. Responsible for financial management and effective and successful operation of the department and its programs and services; to provide highly responsible and complex administrative support to the City Manager and serve as a member of the City's Executive Management Team.

This is an "at-will" position; the incumbent serves at the discretion of the City Manager.

WORKING CONDITIONS

Work is performed primarily in the office and typically involves a high degree of concentration, and sound judgment, especially in the consideration of technical and personnel problems. Attendance at night meetings and occasional weekend or after hours work is required.

PHYSICAL DEMANDS

Work requires the ability to sit for long periods of time and perform repetitive hand motions for keyboarding; vision sufficient to read handwritten and printed documents, and computer screens; speech and hearing sufficient to communicate by phone and in person; manual dexterity sufficient to use a variety of office equipment and tools, computer keyboards, and to manipulate papers; occasional exposure to weather and related elements in the course of site visits.

SUPERVISION RECEIVED AND EXERCISED

Receives policy direction from the City Manager. Exercises supervision over professional, technical and/or administrative support staff.

EXAMPLE OF DUTIES - *Duties may include, but are not limited to, the following:*

Work closely with the City Manager, other City departments and external agencies in developing a comprehensive and integrated approach to formulating specific housing development, housing authority and neighborhood development programs for implementation; and assist in policy development.

City of Fairfield
Director of Housing
Page 2

Supervise the Housing Authority, and state and federal grants such as Community Development Block Grant and HOME programs.

Supervise housing rehabilitation and first time homebuyer programs.

Provide leadership on all matters relating to housing programs and activities, including affordable housing development, promoting and preserving homeownership, rent stabilization, and housing assistance.

Stay abreast of, and report on current issues; make presentations before the City Council and other entities; ensure timely action on City Council directives and initiatives.

Determine effectiveness of current programs and services; establish and direct improvements to existing projects and programs.

Develop, review, recommend, and implement goals, objectives, policies, processes, and priorities relating to department activities. Confer with managers and supervisors regarding project priorities and progress.

Represent the City and department to the public, elected officials, other agencies, and community groups; make presentations and participate in meetings and committees; conduct community outreach; respond to sensitive inquiries.

Supervise and participate in the development, monitoring and administration of the department budget; direct the forecast of resources needed for staffing, equipment, materials, and programs.

Review and analyze pertinent statutes, regulations, ordinances, and policies in terms of impact on department programs and services; ensure the City's compliance with all related federal and state regulations; oversee the preparation of required periodic and annual reports.

Negotiate complex funding on real estate agreements involving private, local, state and federal funding.

Provide leadership that supports the City's priorities, objectives, and service expectations; create and promote an equitable workplace that demonstrates an environment respectful of a multicultural society.

Maintain high standards necessary for the efficient, ethical and professional operation of the department.

Perform related duties as assigned.

DESIRABLE QUALIFICATIONS

Knowledge of:

Principles and management practices of housing, redevelopment, and code enforcement.

Technical aspects of municipally-operated subsidized housing programs.

Research methods, current literature and sources of information related to housing, redevelopment, and code enforcement.

Statutes, laws and regulatory codes relating to housing programs and projects, redevelopment, and code compliance.

Administration of state and federal grant programs.

Principles and practices of leadership, motivation, team building, and conflict resolution

Real estate transactions, negotiations and housing and commercial development processes, pro formas and affordable housing funding programs.

Ability to:

Develop and maintain policies and programs.

Maintain accurate records.

Prepare clear, concise and comprehensive reports.

Review and understand real estate pro formas.

Analyze budget and technical reports.

Communicate effectively, both orally and in writing.

Supervise, train and evaluate staff.

Provide effective leadership; exercise independent judgment in resolving department-related issues,

Observe and address operational and organizational problems.

Establish and maintain cooperative working relationships with those contacted in the course of work.

EXPERIENCE AND EDUCATION

Experience:

Seven (7) years of increasingly responsible experience in housing administration, housing development, neighborhood development or a related field are required; the above experience must include four years of administrative and management responsibility. Experience in a public sector agency is highly desirable.

Education:

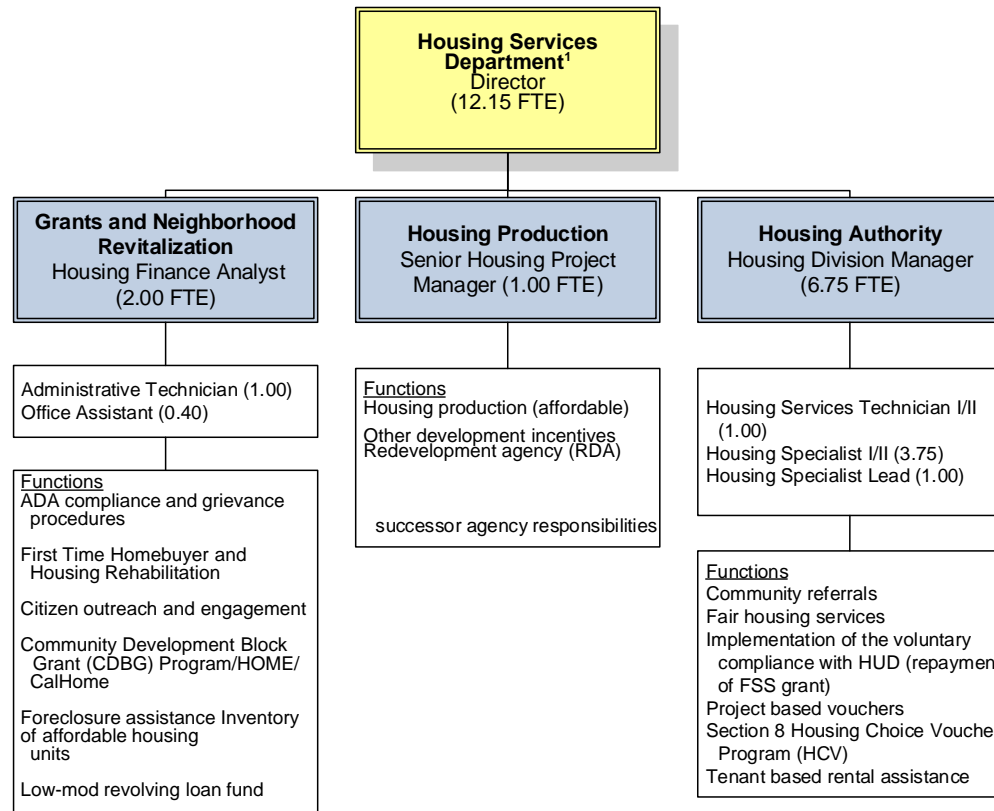
A Bachelor's degree from an accredited college or university with major course work in city planning, economics, business, public administration or a related field is required.

LICENSE AND/OR CERTIFICATE

Possession of a valid California driver's license and a satisfactory driving record are required as a condition of initial and continued employment.

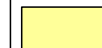
Need new occupation code number.doc
Established September 2019

New Housing Services Department



¹ Finance department is responsible for the following housing related functions (not directly programs or services): accounting, maintenance of housing loan inventory, and process of housing choice voucher reimbursements.

Legend:



New position(s)

CITY OF FAIRFIELD

RESOLUTION NO. 2019 - 240

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD CREATING
THE HOUSING SERVICES DEPARTMENT**

WHEREAS, the City Council directs staff to deliver city services as efficiently and effectively as possible; and

WHEREAS, addressing the housing crisis requires a concerted and focused effort.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. That it approves the creation of the Housing Services Department.

Section 2. The City Manager is authorized to make all the administrative changes necessary to implement this resolution.

PASSED AND ADOPTED this 3rd day of December, 2019, by the following vote:

AYES: COUNCILMEMBERS: PRICE/BERTANI/MOY/TIMM/VACCARO

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

MAYOR

ATTEST:

CITY CLERK

CITY OF FAIRFIELD

RESOLUTION NO. 2019 - 258

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD AMENDING
THE DEPARTMENTAL POSITION CONTROL LIST**

WHEREAS, the City Council approved the Departmental Position Control List; and

WHEREAS, changes to the Departmental Position Control List may only be made by Resolution of the City Council.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY
RESOLVES:**

Section 1. That it approves the following changes:

Addition of 1.0 FTE Director of Housing Services

Section 2. The City Manager is authorized to make all the administrative changes necessary to implement this resolution.

PASSED AND ADOPTED this 3rd day of December, 2019, by the following vote:

AYES: COUNCILMEMBERS: PRICE/BERTANI/MOY/TIMM/VACCARO

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

MAYOR

ATTEST:

CITY CLERK

CITY OF FAIRFIELD
RESOLUTION NO. 2019-286

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD AMENDING
THE LISTING OF CLASSIFICATIONS AND SALARIES**

WHEREAS, the City Council approved the listing of classifications and salaries; and

WHEREAS, changes to the Listing of Classifications and Salaries may only be made by Resolution of the City Council.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. That it approves the salary range for the Director of Housing Services:

<u>Classification</u>	<u>Range</u>	<u>Min</u>	<u>Max</u>
Director of Housing Services	110	\$162,240	\$210,912

PASSED AND ADOPTED this 3rd day of December, 2019, by the following vote:

AYES: COUNCILMEMBERS: PRICE / BERTANI / MOY / TIMM / VACCARO

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

MAYOR

ATTEST:


CITY CLERK



AGENDA REPORT

DATE: December 3, 2019

TO: Mayor and City Council

FROM: Sean P. Quinn, Interim City Manager 

SUBJECT: Resolution 2019-287 of the City Council of the City of Fairfield Establishing a Tiered System Prescribing Required Procurement Methods and Appropriate Signing Authority for City Purchases of Supplies and General Contractual Services; and

First Reading and Introduction of Ordinance 2019-10 of the City Council of the City of Fairfield Amending Chapter 28 (Purchase of Supplies and General Contractual Services) of the Municipal Code to Update the City of Fairfield's Purchasing Guidelines

RECOMMENDED ACTION

Adopt resolution, waive full reading, read by title only, and introduce ordinance for first reading.

STATEMENT OF ISSUE

The City's current Purchasing Guidelines was issued in 2010 to implement and augment Chapter 28 of the Municipal Code dealing with the purchase of supplies and services. Since that time, the Guidelines were updated to reflect approved amendments to the Municipal Code related to the Uniform Public Construction Cost Accounting Act and the replacement of landscape maintenance contractors. Staff recommends amending Chapter 28 of the Municipal Code to update the Purchasing Guidelines to reflect best practices and to ensure compliance with federal, state, and applicable laws and regulations.

DISCUSSION

The City's purchasing process for supplies and contractual services is established in Chapter 28 of the Municipal Code. Considering the scope of goods, services, and professional services procured by the City today, as well as change in procurement and purchasing best practices, staff has determined that the City's current Purchasing Guidelines are outdated. Recommended changes include the following: increasing the City Manager's award authority for professional services agreements; eliminating the "currently adjusted maximum" which is the maximum unit price of an individual item or service that the purchasing officer may purchase without submitting to formal competitive bidding procedures; and establishing a tiered system authorizing the threshold dollar amounts (by City Council Resolution) for department heads and the City Manager as it relates to the purchase of supplies and non-professional/general contractual services.

City Manager's award authority for Professional Service Contracts

The City Manager's award authority has not changed since 1988. Currently, all professional services contracts over \$25,000 require City Council approval. Staff recommends increasing the City Manager's award authority to \$100,000 to align with city managers in comparable cities. A list of all awarded contracts under \$100,000 would be provided to City Council annually.

<u>City</u>	<u>Population</u>	<u>City Manager Signing Authority</u>
Vallejo	122,000	\$100,000
Vacaville	100,000	Unlimited if budgeted
Concord	130,000	\$50,000
Suisun City	30,000	\$25,000
Hercules	26,000	\$50,000

The last time the City Council established a limit on the City Manager's authority to execute professional services contracts was in 1988. Since that time, all professional services contracts over \$25,000 must be presented to City Council for approval. It is estimated that approximately 25 professional services contracts within the range of \$25,001 - \$100,000 are presented to City Council for approval annually.

Eliminating "Currently Adjusted Maximum" for General Contractual Services and Purchase of Supplies

The City's Currently Adjusted Maximum was established on July 1, 1982 and it set an initial limitation of \$10,000 that was adjusted annually upon the increase (or decrease) in the cost of living as determined by the April report of the San Francisco Oakland Metropolitan Area Consumer Price Index for Urban Wage Earners and Clerical Works as issued by the Bureau of Labor Statistics. Since this limit was set, the City's CAM has increased to \$27,340, meaning, if a unit price of an individual item or service falls under this limit, it does not need to be submitted to City Council for approval.

In order to create consistency in the City's purchasing process, staff recommends eliminating the CAM, establishing "tiers" for procurement methods and assigning award authorities that limit the City Manager's award authority to under \$100,000 and department heads to under \$25,000 regardless of the unit price of an individual item or service.

Other recommended changes to Chapter 28 of the Municipal Code include:

- Expanding definitions to include "Privately Funded Consultant Services", "Landscape Maintenance Services", "Professional Services" and "General Contractual Services";
- Adding language to prohibit the splitting of purchase of goods, contractual services, professional services, or landscape maintenance services for the purpose of evading the competitive bidding thresholds; and
- Adding sole source purchases and privately funded consultant services as exceptions to formal competitive procedures.

FINANCIAL IMPACT

No financial impacts are anticipated related to the implementation of this ordinance and resolution adoption.

CITY COUNCIL WORKPLAN

Community Safety

Community Infrastructure

Quality of Life

City Council Goal this item supports:

Financial and Operational Sustainability

Project:

Not Applicable

Project:

#2B.28, Financial Policies

PUBLIC CONTACT/ADVISORY BODY RECOMMENDATION

N/A

ALTERNATIVE ACTION

City Council could choose to not adopt the resolution and ordinance updating the City's purchasing policies and procedures. If not adopted, no changes would be made to Chapter 28 (Purchase of Supplies and Contractual Services) of the Municipal Code. However, this is not recommended as the changes being recommended reflect best practices and compliance with federal, State, and applicable laws and regulations.

STAFF CONTACT

Emily Combs, Director of Finance
707-428-7629
ecombs@fairfield.ca.gov

COORDINATED WITH

City Attorney's Office, Public Works Department

ATTACHMENTS:

Proposed Resolution

Proposed Ordinance

Purchasing Guidelines

REVIEWERS:

Reviewer	Action	Date
Combs, Emily	Approved	11/21/2019 - 2:28 PM
Burleson, Michele	Approved	11/21/2019 - 2:35 PM
Combs, Emily	Approved	11/21/2019 - 2:54 PM
Alexander, Amber	Approved	11/21/2019 - 6:26 PM
Alexander, Amber	Approved	11/26/2019 - 6:30 PM

CITY OF FAIRFIELD

RESOLUTION NO. 2019 - 287

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD
ESTABLISHING A TIERED SYSTEM PRESCRIBING REQUIRED PROCUREMENT
METHOD AND APPROPRIATE SIGNING AUTHORITY FOR CITY PURCHASES OF
SUPPLIES AND GENERAL CONTRACTUAL SERVICES**

WHEREAS, the City's Purchasing Guidelines are designed to implement and augment Chapter 28 of the City's Municipal Code; and

WHEREAS, the City's Purchasing Guidelines have not been updated since 2010; and

WHEREAS, staff recommends updating the Purchasing Guidelines to reflect best practices; and

WHEREAS, the City Council desires to place limits on the City Manager's (Purchasing Officer's) award authority for the procurement of supplies and non-professional services.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. The City Council hereby approves the following tiered system, procurement method, and threshold dollar amounts:

TIER	DOLLAR AMOUNT	PROCUREMENT METHOD	APPROVING AUTHORITY
1	\$0 - \$25,000	3 or more oral quotes	Department Head
2	\$25,001 - \$50,000	3 or more oral quotes	Purchasing Officer
3	\$50,001 - \$100,000	3 or more written quotes	Purchasing Officer
4	> \$100,000	Formal Bidding Procedure	City Council

Section 2. The City Manager is hereby authorized and directed to take all actions necessary to implement this resolution.

Section 3. This resolution shall take effect upon the effective date of Ordinance 2019-10 Amending Chapter 28 (Purchase of Supplies and Contractual Services) of the Municipal Code.

PASSED AND ADOPTED this 3rd day of December, 2019, by the following vote:

AYES: COUNCILMEMBERS: PRICE/BERTANI/MOY/TIMM/VACCARO

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

MAYOR

ATTEST:

CITY CLERK

CITY OF FAIRFIELD

ORDINANCE NO. 2019 - 10

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD AMENDING
CHAPTER 28 (PURCHASE OF SUPPLIES AND GENERAL CONTRACTUAL
SERVICES) OF THE MUNICIPAL CODE TO UPDATE THE CITY OF FAIRFIELD'S
PURCHASING GUIDELINES**

THE CITY COUNCIL OF THE CITY OF FAIRFIELD DOES ORDAIN AS FOLLOWS:

SECTION 1. Chapter 28 (Purchase of Supplies and Contractual Services), Article I (Purpose and Definitions) is hereby amended to read as follows:

28.1 Purpose.

The purpose of this chapter is to establish a purchasing system that is compliant with State and federal law and that will achieve economy and efficiency in the purchase and disposition of supplies and contractual services; exercise effective financial control over purchases; define the authority for the purchasing function; and assure the quality of purchases.

28.2 Definitions.

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

Emergency. The City Manager may declare that an emergency exists for the purposes of this chapter if one of the following conditions exist:

- (a) There is a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services; or
- (b) There is immediate need to prepare for national or local defense; or
- (c) There is a breakdown in infrastructure or an essential service which requires the immediate purchase of supplies or general contractual services to protect the public health or safety; or
- (d) A local emergency or disaster has been declared.

General Contractual Services. Most types of services, excluding professional services as defined in this chapter, under which the contractor provides services which are required by the City, but not furnished by the City's own employees.

Landscape Maintenance Services. Services related to the maintenance of land, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.

Privately Funded Consultant Services. Consultant services financed by private individuals, entities, or non-profit organizations in their capacity as applicants seeking development approval of any type from the City where such services are employed to determine the impacts of a proposed private development or as applicants seeking other types of permits which require a specialized assessment, study or report.

Professional Services. The services of attorneys, physicians, architects, engineers, surveyors, accountants, appraisers, economic and finance consultants, auditors, real estate brokers, or any other professionals that apply an advanced, specialized type of knowledge, expertise or training, customarily acquired by a prolonged course of study or equivalent experience in the field, which such services requiring extended analysis, the exercise of discretion, and independent judgement in their performance. Professional Services do not include General Contractual Services.

Public Agency. Any city, county, state, federal, school district, or other public entity.

Purchases. Transactions, including lease and rental, by which the City acquires tangible goods, supplies, and equipment, as well as contractual and professional services.

Purchasing Guidelines. Guidelines prepared and maintained by the Finance Director, with the approval the City Manager (Purchasing Officer), including but not limited to the policies, procedures, standardized forms and instructions with which to implement and augment this chapter

Responsible Bid. An offer, submitted by a responsible bidder to furnish supplies or contractual services in conformity with specifications, delivery terms, conditions, and other requirements included in the bid invitation.

Responsible Bidder. A bidder who submits a responsible bid and who is not only financially responsible, but is possessed of the resources, judgment, skill, ability, capacity, and integrity requisite and necessary to perform the contract according to its terms.

Supplies. Any and all articles, equipment, or personal property furnished to or used by any organizational unit of the City.

28.3-28.9 Reserved.

SECTION 2. Chapter 28 (Purchase of Supplies and Contractual Services), Article II (General Purchasing Provisions) is hereby amended to read as follows:

28.10 Centralized Purchasing.

There is hereby created a purchasing unit of the finance department in which is vested the authority for the purchase of supplies and general contractual services.

28.11 Purchasing Officer.

The City Manager, or his or her designee, shall act as the Purchasing Officer and oversee the activities of the purchasing unit. The duties of the Purchasing Officer, or his or her designee, shall include, but not be limited to, the following:

- (a) Purchase of supplies and general contractual services of an actual value less than or equal to the amounts authorized for the Purchasing Officer in Article III of this Chapter, including the execution of any contract related to such purchase, and submit to formal competitive bidding procedures as defined in this chapter the purchase of supplies and contractual services of an actual value exceeding such amounts.
- (b) Prescribe and maintain such records and forms as reasonably necessary.
- (c) Designate surplus supplies and dispose of surplus supplies efficiently and economically.
- (d) Prepare and maintain a purchasing manual as defined in this chapter.
- (e) Authorize certain City employees to purchase limited amounts of supplies and contractual services as may be permitted by this chapter.
- (f) In the exercise of his or her discretion, inspect supplies delivered; including, as required, chemical and physical tests of samples, to determine conformance with specifications set forth in the order.

28.12 Distribution of Purchasing Function.

The Purchasing Officer may delegate the purchase of supplies and general contractual services in such amounts and in a manner consistent with procedures as may be authorized by this chapter and established in the purchasing manual.

28.13 Requisitions.

Organizational units of the City shall submit requests for supplies and general contractual services to the finance department by standard requisition form, or by other means as may be established in the purchasing manual.

28.14 Purchase Orders.

Subject to section 28.15 of this Chapter, the use of purchase orders shall be in accordance with the procedures included in the Purchasing Guidelines in the City's Administrative Policy Manual.

28.15 Encumbrance of Funds.

Except in cases of emergency, or in cases where specific written authority has first been obtained from the Purchasing Officer, a purchase order shall not be issued for supplies or general contractual services unless there exists an unencumbered appropriation in the fund account against which the purchase is to be charged.

28.16 Surplus Supplies and Equipment.

The Purchasing Officer shall designate as surplus and dispose of all supplies which cannot be used, or which have become unsuitable, in accordance with procedures established in the Purchasing Guidelines in the City's Administrative Policy Manual.

28.17 External Restrictions.

Some purchases may be subject to the terms and conditions of various codes, statutes and agreements of other governmental entities, including but not limited to federal and State grants. In these cases, this chapter shall apply only to the extent that it does not conflict with these other legal requirements.

28.18-28.29 Reserved.

SECTION 3. Chapter 28 (Purchase of Supplies and Contractual Services), Article III (Types of Contracts and Procurement Methods) is hereby amended to read as follows:

28.30 Supplies and General Contractual Services.

Except as may be otherwise set forth in Article V of this Chapter, the following requirements shall apply to the purchase of supplies and contractual services:

- (a) The City Council shall establish, by resolution, a tiered system authorizing the threshold dollar amounts up to which the following individuals shall have contract execution authority:
 - 1) Tier I. Any department head, or his or her designee, is authorized to enter into a Tier I contract to purchase supplies or procure general contractual services, provided he or she first obtains three oral quotes for the same.
 - 2) Tier II. The Purchasing Officer is authorized to enter into a Tier II contract to purchase supplies or procure general contractual services, provided he or she first obtains three oral quotes.
 - 3) Tier III. The Purchasing Officer is authorized to enter into a Tier III contract to purchase supplies or procure general contractual services, provided he or she first obtains three written quotes.
 - 4) Tier IV. Except for recurring purchases as provided below, the City Council shall approve all Tier IV contracts to purchase supplies or procure contractual services. All such contracts approved by the City Council shall be let through the formal competitive bidding procedures set forth in Article IV of this chapter, unless otherwise exempt.
- (b) In addition to the procedures set forth above, the approving authority for any contract subject to this section 28.30 may elect, but is not required, to issue a request for proposals or request for qualifications, if either would be useful in selecting a provider for the purchase of supplies or contractual services.

28.31 Professional Services and Landscape Maintenance Services.

(a) Except as may otherwise be required under state or local law, the following selection process and approval authority shall be required for the procurement of professional services and landscape maintenance services:

- 1) The City Manager is authorized to enter into a contract without seeking City Council approval where the cost of the contract does not exceed \$100,000.
- 2) Any contract with a cost greater than \$100,000 must be presented to City Council for approval.

(b) To the extent that the services sought by the City include professional services or landscape maintenance services, such contracts shall be let on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required.

28.32 Contractual Amount.

In determining the dollar amount of a contract, the amount includes all costs of the contract, including associated costs for tax, shipping, delivery, and installation or set up at City facilities. Additionally, the contractual amounts shall apply to the entire term of the agreement, including automatic extensions or renewals. Except for information technology and software license and maintenance contracts subject to one or more automatic extensions, the automatic extensions shall not be included for purposes of calculating the initial contract amount.

28.33 Prohibition on Splitting.

Splitting the purchase of goods, general contractual services, professional services, or landscape maintenance services into contracts with smaller dollar amounts for the purpose of evading the competitive bidding thresholds set forth in this Article is prohibited.

28.34 Replacement of Landscape Maintenance Contractors.

In the event of unsatisfactory performance of any landscape maintenance contract, the director of public works is authorized to terminate such contract in accordance with its provisions for termination. Upon such termination, notwithstanding the requirements of Section 28.31, the director of public works may negotiate and award a replacement contract for the landscape services provided by the terminated contract for a period not to exceed six months. Any extension of the six month term shall be subject to the requirements of Section 28.31. The director of public works shall provide a written report to the City Council and the City Manager of any action taken to terminate a landscape maintenance contract and hire a replacement contractor within 15 days after such action is taken.

28.35 Recurring and Replacement Purchases.

Recurring purchases that are made for the replenishment of supplies, materials, and equipment, or for services are subject to the procedures described in this chapter. However, such purchases do not have to adhere to the required procurement methods provided funds are available. Recurring purchases shall include, but are not limited to, chemicals, paving materials, gasoline, electric, water and sewer utility costs, and postage

meter costs. The Purchasing Guidelines in the City's Administrative Policy Manual shall specify the type or purchases which will qualify as a recurring purchase.

28.36-28.39 Reserved.

SECTION 4. Chapter 28 (Purchase of Supplies and Contractual Services), Article IV (Formal Competitive Bidding Procedures) is hereby amended to read as follows:

28.40 Purchases in Excess of the Purchasing Officer's Authorization Limit.

The selection of a vendor for the purchase of supplies and contractual services of an actual value greater than the Purchasing Officer's authorization limit, as set forth in Article III of this Chapter, shall be by formal competitive bidding procedures as prescribed in a manner consistent with procedures established in the purchasing guidelines. These procedures shall not apply when any of the exceptions to formal bidding, as set forth in Article V of this Chapter, exist or in the event that:

- (a) After inviting bids as required by this article, no valid bids are received.
- (b) After receiving bids, the City Council rejects all such bids.
- (c) The bidder to whom an award is made fails to enter into the contract as required and the City Council does not make an award to the next lowest responsible bidder.

28.41-28.59 Reserved.

SECTION 5. Chapter 28 (Purchase of Supplies and Contractual Services), Article V (Exceptions to Formal Competitive Bidding Procedures) is hereby amended to read as follows:

28.60 City Council Suspension of Bidding Procedures.

The City Council may suspend competitive bidding for any purchase and may enter into a contract to purchase supplies or procure general contractual services through the use of an alternative selection process after making a finding that doing so would be in the best interests of the city.

28.61 Emergency Purchase Procedure.

In case of a locally declared emergency which requires immediate purchase of supplies or general contractual services, the Purchasing Officer is authorized to secure in the open market supplies or general contractual services regardless of the amount of the expenditure and may waive any other purchase proceedings.

28.62 Cooperative Purchasing Agreements.

The City Manager, where advantageous to the City, may, by cooperative purchasing agreements, purchase supplies through competitively let legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City, provided that the contract for purchase includes indemnification and insurance terms

which satisfy the City's requirements as set forth in the Purchasing Manual. In addition, the City may act as the cooperating purchasing agent for other public entities.

28.63 Sole Source.

Purchase of materials, supplies and equipment may be made without adhering to the required procurement methods if they can only be obtained from one vendor either because the desired materials, supplies or equipment is proprietary in nature or because a sole sourced purchase of such items is in the best interest of the City. In any event, approval for all sole source purchases shall be made by the required signing authority, depending on the purchase's dollar amount.

28.64 Surplus Supplies.

When it is advantageous to the City, the Purchasing Officer may direct the purchase of surplus supplies from the United States government, or any agency thereof, or from the State of California, or any agency thereof, or any other public body, without compliance with the competitive bidding requirements of this chapter.

28.65 Privately Funded Consultant Services.

Contracts for privately funded consultant services are not subject to the formal bidding procedures of this Chapter, or the Purchasing Officer authorization limit set forth in Section 28.30(c), provided that, prior to authorizing the consultant to proceed, the applicant has either made payment in full to the City for the cost of any such contract or has entered into an agreement with the City to pay the full cost of any such contract.

28.66-28.69 Reserved.

SECTION 6. Chapter 28 (Purchase of Supplies and Contractual Services), Article VI (Informal Bidding Procedures for Public Projects) is hereby amended to read as follows:

28.70 Adoption of Uniform Public Construction Cost Accounting Act.

The City has adopted the alternative bidding procedures provided by the Uniform Public Construction Cost Accounting Act, California Public Contract Code section 22000 et seq. (UPCCAA). Public projects as defined by the UPCCAA may be let to contract by informal procedures as set forth in Section 22032, et seq. of the Public Contract Code. The Purchasing Manual shall describe how to apply these procedures in the event that the grant procedures of other governmental entities, including but not limited to federal and State agencies, also apply.

28.71 Contractor's List.

A list of contractors shall be developed and maintained in accordance with the provision of Section 22034 of the Public Contract Code and criteria promulgated from time to time by the California Uniform Construction Cost Accounting Commission.

28.72 Notice Inviting Informal Bids.

Where a public project is to be performed which is subject to provisions of this ordinance a notice inviting informal bids shall be advertised in accordance with one or both of the following methods:

1. A notice inviting informal bids shall be mailed, faxed, or emailed not less than 10 calendar days before bids are due to all contractors for the category of work to be bid as shown on the list developed in accordance with Section 28.71. or,
2. A notice inviting informal bids shall be mailed, faxed, or emailed to all construction trade journals as specified by the California Uniform Construction Cost Accounting Commission in accordance with Section 22036 of the Public Contract Code. Additional contractors and/or construction trade journals may be notified at the discretion of the department soliciting bids. If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.

The notice inviting informal bids shall describe the project in general terms and how to obtain more detailed information about the project, and state the time and place for the submission of bids.

28.73 Award of Contracts.

The Purchasing Officer and the Director of Public Works is authorized to award informal contracts pursuant to this section.

SECTION 7. Severability. If any section, subsection phrase or clause of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, phrase, or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses be declared unconstitutional.

SECTION 8. Publication and Effective Date. This ordinance shall be effective immediately following its adoption by the City Council. A summary of this ordinance shall, within 15 days after passage, be published in accordance with Government Code Section 36933 with the names of the City Council members voting for and against it.

INTRODUCED at a regular meeting of the City Council of the City of Fairfield on the 3rd day of December 2019; and

PASSED AND ADOPTED this ____ day of _____, 20__, by the following vote:

AYES: COUNCILMEMBERS: PRICE/BERTANI/MOY/TIMM/VACCARO

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

MAYOR

ATTEST:

CITY CLERK

CITY OFFAIRFIELD ADMINISTRATIVE POLICY

Chapter 400 – Purchasing Guidelines

Section 1 – General Purpose

A. Purpose.

To establish a purchasing system that is compliant with State and federal law and that will achieve economy and efficiency in the purchase and disposition of supplies and contractual services; exercise effective financial control over the purchases; define the authority for the purchasing function; and the quality of purchases.

B. Policy.

The purchasing process for supplies and contractual services is established in the City of Fairfield Municipal Code Section 28 and Chapter 400, Purchasing Guidelines, of the City's Administrative Policy Manual. The Administrative Purchasing Guidelines, formerly known as the Purchasing Policy, are designed to implement and augment Chapter 28 of the Municipal Code, dealing with the purchase of goods and services for the City of Fairfield.

The Director of Finance, with approval of the City Manager, prepares the Administrative Purchasing Guidelines. When an employee makes a purchase or commits to make a purchase, the City of Fairfield's Purchasing Policy, Municipal Code Section 28, and other sources as appropriate, must be adhered to.

The Administrative Purchasing Guidelines contains definitions, instructions and examples of the policy and proper procedures for purchasing as outlined in the Municipal Code. It is meant as a tool to help departments obtain the necessary supplies, equipment and services with which to perform their various tasks as quickly, efficiently and as cost effectively as possible. Periodic revisions will be made to keep the policy updated at all times.

CITY OF FAIRFIELD ADMINISTRATIVE POLICY

Chapter 400 – Purchasing Guidelines

Section 2 – Types of Contracts

A. General Contractual Services. Most types of services, excluding professional services as defined below, under which the contractor provides services which are required by the City, but not furnished by the City's own employees. Supplies include any and all articles, equipment, or personal property furnished to or used by an organizational unit of the City.

B. Professional Services. The services of attorneys, physicians, architects, engineers, consultants, auditors, or other individuals or organizations possessing a high degree of professional, unique specialized technical skill or expertise, not adaptable to competitive bidding. Professional Services are not considered General Contractual Services for the purpose of these purchasing procedures. Professional Services include landscape maintenance services.

C. All Contracts.

1. Contractual Amount. All contractual amounts shall be inclusive of the associated costs for tax, shipping, delivery, and installation or set up at City facilities. Additionally, the contractual amounts shall apply to the entire term of the agreement, including automatic extensions or renewals. Except for information technology and software license and maintenance contracts subject to one or more automatic extensions, the automatic extensions shall not be included for purposes of calculating the initial contract amount.
2. Prohibition on Splitting. Splitting, dividing or staging the purchase of goods, General Contractual Services, or Professional Services for the purpose of circumventing the bidding or approval requirements in these guidelines is prohibited.
3. Conflict of Interest. "No employee of the City of Fairfield shall have any direct financial interest in any contract to which the City, the Fairfield Housing Authority, or Fairfield Redevelopment Agency is a part, or in the proceeds thereof." (Source: City of Fairfield Resolution No. 92-288).

D. Purchasing Officer. The Purchasing Officer as used in these guidelines and in the Fairfield Municipal Code shall be the City Manager and his or her designee. Where the guidelines indicate the "City Manager," a designee is not permitted to carry out the authorized action unless expressly permitted by resolution or ordinance.

CITY OF FAIRFIELD ADMINISTRATIVE POLICY

Chapter 400 – Purchasing Guidelines

Section 3 – Procurement Methods

A. Purchases Over \$25,000. Purchase orders are required for all purchases over \$25,000, regardless of type of contract.

B. General Contractual Services.

1. Four Tiers have been created to indicate the appropriate procurement method and signing authority for the purchase of General Contractual Services of certain dollar amounts.
2. Nothing in this section prohibits the use of a more stringent procurement method than the one indicated by Table 1, including but not limited to the issuance of a Request for Proposal.

Table 1

TIER	DOLLAR AMOUNT	PROCUREMENT METHOD	APPROVING AUTHORITY
1	\$0 - \$25,000	3 or more oral quotes	Department Head
2	\$25,001 - \$50,000	3 or more oral quotes	Purchasing Officer
3	\$50,001 - \$100,000	3 or more written quotes	Purchasing Officer
4	> \$100,000	Formal Bidding Procedure	City Council

C. Professional Service Contracts.

1. Contracts for Professional Services are exempt from bidding, however, those contracts in the amount of \$100,000 or less must be presented to the Purchasing Officer for approval.
2. Contracts for Professional Services that exceed \$100,000 must be presented to City Council for approval.
3. A list of contracts for Professional Services under \$100,000 must be provided to City Council annually.
4. Contracts for Professional Services or landscape maintenance services shall be let on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required.

CITY OF FAIRFIELD ADMINISTRATIVE POLICY

Chapter 400 – Purchasing Guidelines

Section 3 – Procurement Methods

D. Formal Bidding Procedures.

Except as otherwise specifically provided, Tier 4 purchases of supplies, equipment and services shall be by the formal, sealed, and written competitive bids as described in the following provisions:

1. Formal Bid Invitations

Invitations to formal competitive bidding shall include a general description of the supplies or contractual services to be purchased, and shall specify the time, place and date for opening bids. Notices inviting bids shall be issued at least ten (10) days before the date of opening of the bids.

2. Bid Opening

Sealed bids shall be submitted to the Purchasing Officer and shall be date stamped at the time received. At the time and place stated in the invitation to bid, all bid envelopes shall, in public, be opened at the same time and each read aloud. The Purchasing Officer shall be present at all bid openings.

3. Lowest Responsible Bidder

"Lowest responsible bidder," as used in these guidelines, shall mean that bidder who best responds in price, quality, service, fitness, or capacity to the particular requirements of the City. Price alone shall not be the determining factor but shall be considered along with the other, following factors:

- a) The ability, capacity, and skill of the bidder, including adequacy of physical facilities and financial resources to perform the contract within the specified time and production requirements.
- b) The bidder's record of performance on previous contracts.
- c) The character, integrity, experience, and reputation of the bidder, including compliance with laws and ordinances relating to the contract.
- d) The bidder's ability to provide future maintenance and service for the use of the subject of the contract if applicable.
- e) The quality, availability, and adaptability of supplies or contractual services to the particular use required.
- f) The conditions attached to the bid, if any.

CITY OF FAIRFIELD ADMINISTRATIVE POLICY

Chapter 400 – Purchasing Guidelines

Section 3 – Procurement Methods

4. Bidder's Security

When deemed necessary by the Purchasing Officer, bidder's security may be prescribed in the invitations to bid. Bidders shall be entitled to return of bid security after award of the contract. However, a successful bidder shall forfeit bid security upon refusal or failure to execute a contract with the City. If the lowest responsible bidder defaults, and the City Council awards the contract to the next lowest bidder, the lowest bidder's security shall be applied to the contract price differential between the lowest bid and the second lowest bid. Any surplus security shall be returned to the lowest responsible bidder. If the Council rejects all remaining bids and reissues invitations, the security of the defaulted lowest bidder may be used to offset the cost of receiving new bids, and any surplus returned.

5. Tabulation of Bids

Following the bid opening, the department shall prepare a tabulation of the bids received, and make a recommendation for the award of the contract to the City Council.

6. Rejection of Bids, Irregularities

The City Council may reject any and all bids presented, or waive any informalities or minor irregularities in the bids.

7. Change of Specifications

If necessary to make minor, clarifying changes in specifications, an amendment, or addendum to the bid specifications shall be issued by the Purchasing Officer to all prospective bidders setting forth the changes.

8. Award of Contract

Except as otherwise provided in this Section, contracts shall be awarded by the City Council to the lowest responsible bidder.

E. Replacement of Landscape Maintenance Contractors. In the event of unsatisfactory performance of any landscape maintenance contract, the Director of Public Works is authorized to terminate such contract in accordance with its provisions for termination. Upon such termination, notwithstanding the Formal Bidding Requirements provided above, the Director of Public Works may negotiate and award a replacement contract for the landscape services provided by the terminated contract for a period not to exceed six months. Any extension of the six month term shall be subject to the Formal

CITY OF FAIRFIELD ADMINISTRATIVE POLICY

Chapter 400 – Purchasing Guidelines

Section 3 – Procurement Methods

Bidding Requirements. The Public Works Director shall provide a written report to the City Council and the City Manager of any action taken to terminate a landscape maintenance contract and hire a replacement contractor within 15 days after such action is taken.

F. Cooperative Purchasing.

Where purchases are to be made in concert with or through agreements executed by other governmental agencies, the procurement method required by these guidelines may be waived by the respective signing authority.

G. Sole Source.

Purchase of materials, supplies and equipment may be made without adhering to the required procurement methods listed in Table 1 if they can only be obtained from one vendor either because the desired materials, supplies or equipment is proprietary in nature or because a sole sourced purchase of such items is in the best interest of the City. In any event, approval for all sole source purchases shall be made by the required Signing Authority identified in Table 1, depending on the purchase's dollar amount. Notwithstanding this section, the City Council may always waive the required procurement methods in Table 1 as described below.

H. Vehicles and Construction Equipment Purchases. All vehicles and motorized or non-motorized construction equipment shall be procured by the Fleet Division Manager, under the direction of the Director of Public Works. A Fleet Management Form must be completed and forwarded to Administrative Services Administration. See Section 7 - Surplus Supplies and Equipment for the Fleet Management Form

I. Emergency Procurements.

1. An emergency is deemed to exist in the following circumstances:
 - a) There is a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services; or
 - b) There is immediate need to prepare for national or local defense; or
 - c) There is a breakdown in infrastructure or an essential service which requires the immediate purchase of supplies or contractual services to protect the public health, or safety; or

CITY OF FAIRFIELD ADMINISTRATIVE POLICY

Chapter 400 – Purchasing Guidelines

Section 3 – Procurement Methods

- d) A local emergency or disaster has been declared.
- 2. The procurement methods required by Table 1 may be superseded during an emergency by the following provisions:
 - a) **Purchasing Officer.** During an emergency, the Purchasing Officer is authorized to execute all purchases deemed necessary to procure the supplies, equipment or services needed to preserve life and/or property subject to the provisions of this section H.
 - b) **Immediate Procurement.** During an emergency, if the immediate procurement of supplies, equipment or services needed to preserve life and/or property is required, the purchase may be made without following the procurement methods required by Table 1. However, written justification enumerating one (1) or more of the following rationale, must be included with the purchase request: emergency protective measure, scarce commodity, emergency consulting services, emergency road clearance, other emergency requirement, and/or lack of bids. The use of a pre-existing contract may be utilized under these circumstances.
 - c) **Suspension of Formal Bidding Procedures.** During an emergency, the City's normal requirements for sealed formal bids will be suspended to allow for telephonic or other electronic bids from potential vendors or suppliers, in lieu of written and/or sealed bids. In addition, the requirement for public posting may be waived. Finally, if the purchase exceeds \$100,000, those expenditures will be presented to the City Council for ratification within sixty (60) days of the purchase.
 - d) **Subsequent Council Action.** Expenditures made during a locally declared emergency must be reported to the City Council at the next regular council meeting if approval for such expenditures would otherwise have been made by the City Council.
 - e) **Use of Federal Funds.** Any expenditures for which the City expects to receive federal reimbursement or for any expenditure that is made with federal funds must adhere to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. (See 2 CFR § 200).

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Chapter 400 – Purchasing Guidelines

Section 3 – Procurement Methods

J. Recurring and Replacement Purchases.

1. Recurring purchases, those that are made for the replenishment of supplies, materials, and equipment, or for services, do not have to adhere to the required procurement methods if the total budget for such purchases has been previously approved.
2. Recurring purchases shall include, but are not limited to, chemicals, paving materials, gasoline, electric, water and sewer utility costs, and postage meter costs.
3. Open purchase orders may be established for recurring services.

K. Waiver.

At its discretion, the City Council may, at any time by majority vote and without amending the Municipal Code or these guidelines, waive purchasing procedures or alter these proceedings to fit a specific purchase when such waiver is not in violation of California State law. Grounds for such a waiver include, but are not limited to the following circumstances:

1. No valid bids are received
2. City Council rejects all bids by resolution
3. Selected bidder fails to enter into a contract
4. City Council makes one or more findings that it is in the best interest of the City to suspend bidding for any purchase
5. The City Manager determines the purchase of surplus supplies from a government agency is advantageous to the City as described in Municipal Code Section 28.64

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Chapter 400 – Purchasing Guidelines

Section 4 – Public Projects

A. Uniform Public Construction Cost Accounting Act. The City has adopted the alternative bidding procedures provided by the Uniform Public Construction Cost Accounting Act, California Public Contract Code section 22000 et seq. (UPCCAA) Public projects (as defined in Section 22002 of the California Public Contract Code) that do not exceed the dollar limits in Section 22032(b) of the Public Contract Code (as such limits currently exist or may subsequently be amended), may be let to contract by informal procedures as set forth in the UPCCAA.

B. Pre-Qualified List. A list of contractors may be developed and maintained in accordance with the provisions of Section 22034 of the Public Contract Code and criteria promulgated from time to time by the California Uniform Construction Cost Accounting Commission (CUCCAC).

C. Notice.

1. Where a public project is to be performed which is subject to provisions of Chapter 28, Article VI of the Fairfield Municipal Code, a notice inviting informal bids shall be advertised in accordance with one or both of the following methods:
 - a. A notice inviting informal bids shall be mailed, faxed, or emailed not less than ten (10) calendar days before bids are due to all contractors for the category of work to be bid as shown on the list developed in accordance with Section 28.71; or
 - b. A notice inviting informal bids shall be mailed, faxed, or emailed to all construction trade journals as specified by the CUCCAC in accordance with Section 22036 of the Public Contract Code. Additional contractors and/or construction trade journals may be notified at the discretion of the department soliciting bids. If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.
2. The notice inviting informal bids shall describe the project in general terms and how to obtain more detailed information about the project, and state the time and place for the submission of bids.

D. Award of Contract. The Purchasing Officer and the Director of Public Works is authorized to award public project contracts let under these procedures.

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Chapter 400 – Purchasing Guidelines

Section 5 – Purchasing Forms

Authorized employees must use one or more of the following forms for the purchase of goods and services for the City as described in these guidelines.

A. Purchase Requisition. Departments are responsible for the creation of a Purchase Requisition, which should contain comparative pricing, written quotations, vendor information and selection with the appropriate back-up materials, including contracts and insurance attached to the Purchase Requisition. Refer to the City's Risk Management Policy for insurance requirements.

B. Purchase Orders.

1. Standard Purchase Order

- a) Standard purchase orders are required for all purchases over \$25,000, regardless of type of contract.
- b) Any technology maintenance agreements and licensing agreements with multiple scheduled payments will need purchase orders.
- c) After following all regular procedures for vendor selection and standard purchasing policies, the Finance Department may issue a purchase order number in advance of the actual processing of the purchase order (so as to improve the delivery time of the order). However, no advance numbers will not be issued as a means of circumventing any standard purchasing policy or procedure.
- d) If there is a need to obtain a purchase order number ahead of submitting the paper work in order to expedite merchandise on its way, the department may do so by first following all of the procedures for a standard purchase order then contacting the Financial Services Manager in the Finance Department to "reserve" a purchase order number to give to the vendor.

2. Open Purchase Order

- a) Open purchase orders are established with various vendors, for the purchase of supplies or other services of a frequent or recurring nature. No encumbered amount is required but, a maximum per purchase, job or some other unit, must be specified. Open purchase orders for other services may require a contract and insurance before they will be issued.

CITY OFFAIRFIELD ADMINISTRATIVE POLICY

Chapter 400 – Purchasing Guidelines

Section 5 – Purchasing Forms

- b) To establish an open purchase order, the department submits a request to the Purchasing Officer for a vendor it does business with on a frequent basis for the same type of items or service (contracts and insurance are required for most services). For all other services agreements, standard City agreements must be used. The Purchasing Officer or assignee shall sign other service agreements.
- c) The purchase order is normally an open-ended arrangement and quotes are taken for a list of items or services to be purchased. Open purchase orders for other services will be for the duration of the contract. For long-term contracts, the insurance requirements must be updated annually. To use an open purchase order, an authorized employee purchases an item, and receives a sales invoice, which is then coded with the proper account code, signed and forwarded with reference to the open purchase order number to Accounts Payable for payment.

C. Contracts

- 1. A contract and insurance are required when a service is provided to the City. The department must obtain a signed contract and the appropriate insurance before the work can be started. Payment will not be made without the signed contract and insurance documents.
- 2. All Professional Services provided to the City require a contract and insurance.
- 3. For all other services agreements, standard City agreements must be used. The Purchasing Officer or assignee shall sign other service agreements.
- 4. All contracts must be signed by the other party or parties.
- 5. The standard City contracts and insurance endorsement forms are located on the City's shared drive (S:\City Public Files\Contract Docs).
- 6. After approval of any contract, the Finance Department will complete a Purchase Order, encumbering the funds required to pay for the contract.

D. Payment Request (Control Number (CN) or Requests to Pay).

- 1. A Payment Request or "Requests to Pay" are to be used when the purchase order or petty cash process do not easily lend themselves, such as the following items:
 - a) Advertising
 - b) Periodicals, Books, Publications Bond/Coupon payments
 - c) Petty Cash/Imprest reimbursements

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Section 5 – Purchasing Forms

- d) Collection Cost
 - e) Postage meter refills
 - f) Deposit refunds Rents to owners
 - g) Employee reimbursements
 - h) Taxes
 - i) Freight bills
 - j) Training/Conference expenses
 - k) Insurance premiums/claims
 - l) Travel/Mileage Organization dues
 - m) Utility bills/refunds Payroll claims
2. If a numbered invoice is provided by the vendor and a request to pay is the appropriate method of payment, forward the request to Accounts Payable in the Finance Department with an approved account code and signatures without the payment request.
 3. To initiate a Payment Request, for the types of expenditures previously listed, a Payment Request form should be completed with the appropriate accounting numbers, description and signatures. Attach all of the "back-up" materials and send to Accounts Payable for processing.

E. Pre-Issue Checks. To be used in emergency situations for vendor purchases when the check must be processed immediately. This method of payment will not be available without contracts and insurance when applicable.

F. Imprest Checks. To be used for small purchases which cannot be pre-issued in the accounting system due to time constraints. This method of payment will not be available without contracts and insurance when applicable.

G. Petty Cash Reimbursement Request.

1. Petty cash reimbursements for "out of pocket" are limited to \$50 from a single trans- action. A single purchase with multiple items shall not be broken down into several petty cash requests to fall within the City's \$50 limit. Mileage reimbursements shall not be processed through petty cash.
2. Items not listed below will not be reimbursed without approval from the Purchasing Officer.

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Chapter 400 – Purchasing Guidelines

Section 5 – Purchasing Forms

- a) Seminar lunch reimbursements.
 - b) Lunch, bridge tolls and parking lot fees for professional meetings.
 - c) Lunch or dinner for oral interview boards, City affiliated agency meetings and emergency work crews.
 - d) Office supplies or small tools not available in City stores or through a vendor with an established open purchase order.
 - e) Teaching supplies for Recreation/Community Services classes.
3. The petty cash reimbursement request must be completed legibly. Present the completed form along with the sales invoice/receipt to the Finance Department's cashiers at the customer service window (1st floor City Hall - Finance).

H. IMPAC Card (CAL-Card) Program.

1. The International Merchant Purchasing Authorization Card (IMPAC) may be restricted to single types of purchases, such as airline and hotel reservations, or unrestricted for most business activities.
2. Per use and monthly limits are established within the individual departments and reviewed by the Finance Department.
3. The IMPAC card is for the Cardholder's use ONLY.
4. To request an IMPAC card, contact the Finance Department for an IMPAC Card Request Form. The Request form must be signed by the department head.
5. IMPAC Cardholder Responsibility. The Cardholder is responsible for ensuring the IMPAC card is used appropriately and all purchases are in compliance with all City of Fairfield policies and procedures. If items purchased are found defective, the Cardholder must return the item(s) to the merchant for replacement or to receive a credit on the purchase. The Cardholder shall require the vendor to itemize the receipt or invoice. If the receipt or invoice is not itemized, the Cardholder must write the quantity and price of each item, total amount and request the merchant's signature. If the Cardholder has lost receipts/invoices, he or she must contact the vendor and request a duplicate copy. The Cardholder is responsible for security of the bankcard.
6. At the close of each billing cycle (month), each Cardholder will receive an individual bank statement.
7. Upon receipt of the bank statement, the Cardholder must complete the following:

CITY OFFAIRFIELD ADMINISTRATIVE POLICY

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Section 5 – Purchasing Forms

- a) Review the statement for accuracy and reconcile the statement with all vendor receipts and invoices.
 - b) Attach receipts and invoices to the statement in the order they are placed on the statement.
 - c) Indicate the appropriate account code and a brief description for each transaction on the statement.
 - d) Retain charge back/credit receipts until the transaction appears on the statement (and then attaching to appropriate statement).
 - e) Contact US Bank on questionable items or disputed items that appear as a transaction on the statement within 30 days of statement date.
 - f) Within three (3) working days of receipt of statement, attach receipts/invoices and other pertinent documentation to the statement, sign it and forward to his or her Approving Official for review and approval.
 - g) Retain a copy of entire package for 120 days to ensure all transactions are processed without dispute.
8. The Approving Official will review all statements for compliance with these guidelines, then approve, initial, and date the bank statement within five (5) working days of receiving a Cardholder's statement.
 9. Statements are due to Accounts Payable in the Finance Department by the 10th of each month. The IMPAC Visa bills are paid every month for the previous month purchases. The statement must be paid in full. Questioned items or returned merchandise-awaiting credit from the vendor shall be processed when the credit appears on the statement.
 10. The Finance Director reserves the right to suspend or revoke IMPAC card privileges to any Cardholder that fails to follow the above program procedures.

CITY OF FAIRFIELD ADMINISTRATIVE POLICY

Chapter 400 – Purchasing Guidelines

Section 6 – Recycled Products Purchasing Policy

A. Purpose.

The City of Fairfield initially developed its Recycled Products Purchasing Policy as a result of the Integrated Waste Management Act of 1989 (AB 939), which required the City to prepare a Source Reduction and Recycling Element for inclusion in Solano County's Integrated Waste Management Plan. In September of 2016, SB 1383, Short-Lived Climate Pollutants, was signed into law. This law addresses organic waste among others, and numerous additional source reduction, organics recycling and procurement requirements.

The primary purpose of this policy is to minimize negative environmental impacts of the City's activities by ensuring the procurement of services and products that:

1. Maximize recyclability and recycled content
2. Conserve natural resources, materials and energy
3. Reduce toxicity

A collateral purpose is to support markets for recycled goods and other environmentally preferable products and services.

B. Policy.

1. It is the policy of the City of Fairfield to purchase products which are recyclable or reusable or contain recycled materials if the quality and fitness of such products are equal to unrecycled products, including a price preference not to exceed ten percent over the lowest price quoted by suppliers of comparable unrecycled products. To continue its leadership role in diverting and reducing waste, as well as closing the recycling loop by purchasing recycled products whenever technically and economically feasible. Nothing in this policy shall be construed as requiring a department to procure products that do not perform adequately for their intended use or are not available at a reasonable price in a reasonable period of time.
2. Each department shall make every reasonable effort to identify and purchase the most environmentally responsible products and services that are available for the intended purpose and that meet the performance requirements. Factors that should be considered when determining the environmentally preferable goods or service include, but are not limited to:
 - a) Minimization of virgin material use in product or service life cycle

CITY OFFAIRFIELD ADMINISTRATIVE POLICY

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Section 6 – Recycled Products Purchasing Policy

- b) Maximization of recycled products used in product or service life cycle
 - c) Environmental cost of entire product or service life cycle
 - d) Reuse of existing products or materials in produce or service life cycle
 - e) Recyclability of product
 - f) Minimization of packaging
 - g) Reduction of energy/water consumption
 - h) Toxicity reduction or elimination
 - i) Durability and maintenance requirements
 - j) Ultimate disposal of the product
3. Each department shall be required to purchase recycled paper products that meet a minimum recycled content of 30% by weight of post-consumer fiber. All businesses from whom the City purchases paper products and printing and writing paper shall certify in writing: (1) the minimum percentage, if not the exact percentage, of post-consumer material in the paper products and printing and writing paper offered or sold to the City. The certification shall be furnished under penalty of perjury in a form and manner determined by the City. The City may waive the certification requirement if the percentage of post-consumer material in the paper products, printing and writing paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vender internet website; (2) that the paper products and printing and writing paper offered or sold to the jurisdiction is eligible to be labeled with an unqualified recyclable label as defined in 16 CFR Section 260.12 (2013).
4. When recycled products other than paper products and printing and writing paper are purchased by the City, vendors shall make reasonable efforts to label such products to indicate they contain recycled materials, and to what extent (percentage of recycled material).
5. A price preference allowed pursuant to existing policy may be granted only if the fitness and quality of recycled products are at least equal to unrecycled products as determined solely by the buying department. Product price comparison shall include life cycle cost considerations, when applicable.
6. The City shall annually procure the quantity of recovered organic waste products (compost, mulch, renewable gas, electricity derived from biomass conversion, etc.) that meets or exceeds its current annual recovered waste procurement target, as established by SB 1383.

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Chapter 400 – Purchasing Guidelines

Section 6 – Recycled Products Purchasing Policy

7. Each department shall review purchasing specifications and contract requirements and where feasible, revise such specifications and contract requirements to require the use of recycled products. Each department shall also, where feasible, purchase/lease capital equipment that is compatible with the use of products containing recycled materials.
8. The City will cooperate to the greatest extent practicable with other local governments in an effort to develop a comprehensive, consistent and effective procurement effort intended to stimulate the market for recycled products.
9. Each department shall submit documentation for the prior calendar year necessary to comply with the policy to the City's designated recycling coordinator by the end of February each year. The coordinator, in coordination with the Finance Department, shall prepare an annual report summarizing the results of implementing this policy. This annual report shall include but not be limited to the City purchase by type during the preceding calendar year, the quantity, and cost of products, and recommendations for the exclusion or addition of specific products pursuant to this policy.
10. All departments shall work cooperatively to further the purpose of this policy. The City's economic development activities shall strive to promote the markets for recycled material whenever feasible.

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Section 7 – Surplus Supplies and Equipment

When a department has determined that equipment has become surplus, and has no use for any City department, they may dispose of it in the following manner:

The department may:

- Exchange/trade-in on the replacement equipment.
- Sell on a competitive bid basis. The department may solicit bids using any combination of the following; written request, telephone request, fax request, Internet site (E-Bay), advertisement in newspapers and trade magazines. Any written, phone request or fax request must be done in such a way that all businesses or individuals within the area (City, Region or State) have the same opportunity to bid.
- Public auction.
- Auction service.
- Sell to any other tax supported governmental agency at the fair market value without bids.
- Donate to any agency or entity which is exempt from federal income tax.
- Destroy equipment or data storage components to protect sensitive information.
- If all the above options have been exhausted, the department may sell for scrap value.

The department may not:

- Sell it or give away to any City Staff, their families or their friends.
- Sell it or give away to any vendor without following one of the options listed above.

For the disposition of vehicles, surplus supplies and equipment, complete the Fleet Management/Surplus Supplies/Equipment Form attached. Obtain department head approval and forward to the Finance Department. Purchasing Officer approval must be obtained for the disposition of assets with a value greater than \$7,500.

Attachment:


Fleet Management/Surplus Supplies/Equipment Form



AGENDA REPORT

DATE: December 3, 2019

TO: Mayor and City Council

FROM: Sean P. Quinn, Interim City Manager 

SUBJECT: Resolution 2019-288 of the City Council of the City of Fairfield Requesting Membership in Marin Clean Energy and Authorizing the City Manager to Execute the Memorandum of Understanding and all other Related Documents; and

First Reading and Introduction of Ordinance 2019-11 of the City Council of the City of Fairfield Authorizing the Implementation of a Community Choice Aggregation Program in the City of Fairfield and Authorizing the City Manager to Execute the Marin Clean Energy Joint Powers Agreement

RECOMMENDED ACTION

Adopt resolution, waive full reading, read by title only, and introduce ordinance for first reading.

STATEMENT OF ISSUE

Electric power is currently provided to City of Fairfield residents by Pacific Gas and Electric Company (PG&E), and it is the only electric power option available. Community Choice Aggregators (CCAs) are an alternative electric power supplier now available to many communities in California. CCAs pool the electricity demand of its member communities to purchase power with higher renewable and lower greenhouse gas content than PG&E, therefore providing an alternative power supplier choice to the residents and businesses of Fairfield while increasing the percentage of renewable energy used by the community. On October 15, 2019, Staff presented to City Council general information about the CCA options available to Fairfield and determined that Marin Clean Energy (MCE) is the best alternative for Fairfield to pursue. Council direction at the October City Council Meeting was to move forward with MCE, and this is the next step in the process. Adopting this resolution would authorize the City Manager to execute a Memorandum of Understanding with MCE.

DISCUSSION

Pursuant to Assembly Bill 117 (Statute 2002, Chapter 838; see California Public Utilities Code 366.2), any California city or county, whose governing body so elects, is authorized to combine electricity load of its residents and businesses in a CCA. A CCA is subject to the regulations governed by the California Public Utilities Commission (CPUC) and is involved only in the source acquisition of electrical power generation, not the transmission and distribution of electricity.

CCAs are local government agencies that purchase, and may develop, power on behalf of their communities to exercise local control over power mix and rates. For example, CCA members can determine the amount of renewable resources from wind, geothermal, biomass, solar and small hydropower to make up their power mix in support of their respective Climate Action Plan (CAP) goals.

Since 2001, the CPUC has approved 18 CCA's to-date, making it far simpler and economical to join an existing CCA. Unlike an investor-owned utility like PG&E, or a municipal utility like Sacramento Metropolitan Utility District, a CCA does not own the transmission and delivery systems, but is responsible for buying and generating electrical power on behalf of its customers. The CCA may own electric generating facilities, but more often, it purchases renewable power from private electricity generators.

Community Choice Aggregation is considered to have some of the best greenhouse gas (GHG) reduction potential of all other combined energy-related measures recommended in the Solano County Climate Action Plan that was adopted in June of 2011. The City prepared a draft CAP specific to Fairfield in late 2012 that included a discussion of the benefits of participating in a CCA, but the plan was never finalized. However, the City will be required to reduce its greenhouse gas emissions in the future, and joining a CCA will be an integral part of achieving State requirements.

In April 2019, City Council directed staff to evaluate and compare the City's options for a CCA. The findings of this evaluation were presented at the October 15, 2019, City Council meeting, and Council directed staff to move forward in the process with MCE. Two questions/concerns discussed during the October 15th City Council meeting involved long-term electric rate stability and public education and outreach.

With respect to rate stability, the benefit of choosing MCE is that their Board is made up of elected officials from the member agencies (one Board member and one vote per agency, with the ability to assign a proxy). Therefore, the City of Fairfield would have one vote on a roughly 30-member Board, and the decision-making body made up of fellow elected officials in nearby communities would likely have similar concerns regarding rates for their constituents. This allows for local control of the electric power sources and pricing that does not exist with PG&E as the sole electric power provider. Over the past 10 years, MCE has provided stable and competitive rates. Their rate setting process is designed to provide competitive rates well into the future, exceed their environmental goals, and invest in local energy programs and projects. Additional information regarding rates is provided in MCE's Frequently Asked Questions (FAQ's) 2019 document, included as Attachment 1.

Regarding customer outreach, to ensure that Fairfield residents and business owners can make informed decisions on whether to participate, there is an extensive outreach and education plan that will be conducted by MCE with some assistance from City staff. A thorough overview of the process is included in the attached FAQ's (Attachment 1) and a detailed example outreach plan prepared for Contra Costa County is also included (Attachment 2).

MCE has a proven track record of success, and there is a robust rollout process that has been successfully implemented in numerous cities previously. Therefore, staff is recommending that the City request inclusion in MCE by approving the proposed resolution authorizing execution of the Memorandum of Understanding between MCE and the City of Fairfield. Also, staff will be introducing an ordinance authorizing the implementation of a Community Choice Aggregation Program in the City of Fairfield and approving the Marin Clean Energy Joint Powers agreement; and authorizing the City Manager to sign the MCE Joint Powers Agreement upon acceptance into MCE by their Board of Directors. All documents have been reviewed by the City's third party attorney.

FINANCIAL IMPACT

MCE has agreed to waive the fee for the technical study required to evaluate power needs of the City (these typically cost \$10,000 to \$15,000). Therefore, there are no financial impacts to proceed with inclusion in MCE.

CITY COUNCIL WORKPLAN

Community Safety

Community Infrastructure

Quality of Life

Financial and Operational

Economic Development

Travis Air Force

Sustainability

Base

City Council Goal this item supports:

Community Infrastructure

Project:

Not Applicable

PUBLIC CONTACT/ADVISORY BODY RECOMMENDATION

N/A

ALTERNATIVE ACTION

Delay providing further direction until any Council concerns can be addressed.

STAFF CONTACT

Felix Riesenbergs, Assistant Public Works Director/Utilities
(707) 428-7481
friesenberg@fairfield.ca.gov

COORDINATED WITH

City Attorney's Office/Outside Counsel

ATTACHMENTS:

Attachment 1: MCE Frequently Asked Questions

Attachment 2: Sample Community Outreach Plan - Contra Costa County

Attachment 3: Proposed Resolution

Attachment 4: Proposed Memorandum of Understanding

Attachment 5: Proposed Ordinance

Attachment 6: Proposed Joint Powers Agreement

REVIEWERS:

Reviewer	Action	Date
Panganiban, Ryan	Approved	11/18/2019 - 5:07 PM
Kaushal, Paul	Approved	11/18/2019 - 7:03 PM
Alexander, Amber	Approved	11/19/2019 - 1:41 PM
Alexander, Amber	Approved	11/26/2019 - 6:31 PM



Frequently Asked Questions 2019

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Overview Questions

Once a City Council votes to join MCE, what happens next? Is that all that has to happen?

In order for a new community to join MCE, the jurisdiction's governing body (i.e. Board of Supervisors, City Council or Town Council) must vote in the majority to join MCE, which includes a passing of a Resolution, Memorandum of Understanding and Ordinance. Once a city council votes to join, MCE conducts a feasibility study to determine if the new jurisdiction will be able to join. MCE Board of Directors votes on the inclusion of new communities in a public meeting after presentation of the feasibility study. New communities are eligible to receive MCE service ~ 1 year after MCE's implementation plan is certified by the PUC. The process from vote to join to customer enrollment typically takes 24 - 30 months or more.

- A City Council votes to join MCE
- MCE completes feasibility study on the energy use represented by that city/community
- MCE submits an updated Implementation Plan to the California Public Utilities Commission by the end of that calendar year (for example, 2019).
- Commission approves and certifies the Implementation Plan in the beginning of the next year (for example, February of 2020)
- New Community outreach and education process – begins 6 months prior to enrollment and extends several months after enrollment.
- New community may begin MCE services as early as January of the following year (in this example, January of 2021). Note: MCE typically begins new enrollments in the Spring.

Why have some communities around MCE territory decided to join a different CCAs?

After MCE first launched, many other communities around the state began to explore their own options for creating a CCA and having energy choice. California CCAs work collaboratively to share best practices and do not overlap in service area. Adding additional cities to a CCA's territory depends upon feasibility studies of potential new load and long-term procurement planning. Cities, towns and counties are encouraged to determine which energy choices are right for them. They make request membership in a CCA of their choice, choose to pursue their own CCA or municipal utility, or choose to remain entirely with PG&E service.

Why does community outreach and education happen after communities decide to join MCE?

MCE is a nimble organization run by a lean team of experienced energy professionals. Once a community decides to join MCE, an extensive community outreach plan is co-developed with our community partners to efficiently and cost effectively educate customers over a period of many months with the goal of helping customers decide if they would like to remain with MCE service or opt out to return to PG&E.

How do customers learn about MCE as their new electric service provider?

As part of the new community outreach process, MCE drafts a community outreach plan to reach as many customers as possible. This includes a strategy to engage Chambers of Commerce, businesses, libraries, and local community organizations such as sustainability groups, rotaries, farm bureaus, economic development corporations and others. MCE sends 4 mailers to customers, 2 before and 2 after the enrollment period to help notify residents at each stage of the enrollment. MCE also conducts local advertising including both newspapers and digital. MCE's outreach spans up to 8 months with customer enrollment occurring roughly in the center of that time period, with an intensive noticing process during a 120-day period – 60 days prior and 60 days after start of service. Customers can opt out of MCE service at any time – our goal is to make customers aware of their new energy choices and service options.

If a homeowner sells their home, what happens to their MCE account?

When a homeowner sells, their MCE and PG&E accounts are closed. The new owner will open a new account by calling PG&E and will be automatically enrolled in MCE's electric generation service. New customers will receive 2 mailers informing them of MCE's role in their electric services. The new homeowner can choose to opt-out of MCE service. Regardless of whether a customer chooses to remain with MCE or PG&E electric service, PG&E will continue to be the transmission/distribution provider and billing agent for all MCE accounts.

What is the average opt-out rate among MCE cities and counties?

To date, our average participation rate is 86%.

Why is this opt-out rather than opt in? Why is there an opt out fee?

CCAs enabling legislation – State Assembly Bill 117, is an opt-out model. Customers must affirmatively choose to leave MCE service in order to remain with PG&E. It is easy for customers to opt-out online at mceCleanEnergy.org/optout or by calling 1-888-632-3674. There is no cost to opt out during the 120 noticing period--60 days before the start of service and 60 days afterwards. After that, MCE charges a one-time administrative fee (\$5 fee for resident and \$25 fee for businesses) to cover the administrative cost of returning customers to PG&E service.

What happens to customers who participate in discount programs such as CARE, FERA or Medical Baseline?

Discounts including CARE, FERA, Medical Baseline Allowance and PG&E employee discounts remain in place. Customers do not need to reapply as part of the MCE enrollment, their status in those programs will not change when they enroll with MCE.

What is the new rate, what is the exit fee – what are the guarantees?

MCE rates mirror PG&E's as closely as possible to minimize customer confusion. MCE generation rates are cost competitive with PG&E's and can be viewed on our webpage at mceCleanEnergy.org/rates. For information on exit fees and opt out fees please see the questions above. All of MCE's cost comparisons include the PG&E exit fee.

There are no guarantees that MCE rates will be less expensive than PG&E's rates. MCE rates are set by our Board of Directors, who are local elected officials from our member communities. These meetings are open to the public so that questions and concerns about rates can be raised and addressed in a public forum similarly to a city council meeting.

As a public agency, MCE is completely transparent with our customers and stakeholders, providing information about our [public meetings](#), [audited financials](#), and regulatory documents on our website. Customers can also request additional information about MCE at any time through MCE's customer care team or through a public records act request.

What happens if a City decides to leave MCE and the JPA?

In our state's opt-out model, a city can decide to opt out one, several or all of their municipal accounts at any time. Likewise, any resident or business can choose to opt out of MCE service at any time. If, alternatively, a city council voted to leave the JPA,

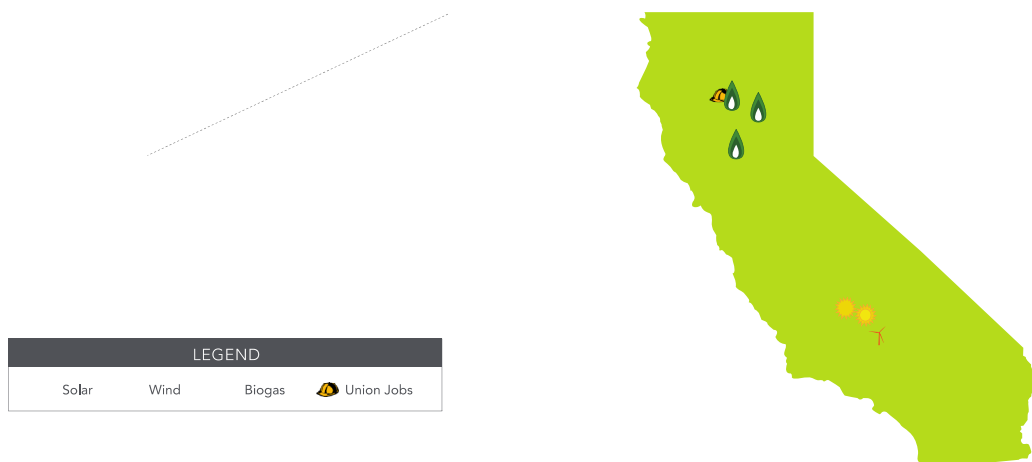
the city residents and businesses who wanted to continue to have 60% to 100% renewable power purchased on their behalf, would no longer be eligible to remain MCE customers. As part of a new community joining MCE, power will be purchased on behalf of new customers. If a jurisdiction were interested in withdrawing from the JPA in its entirety, the jurisdiction would be responsible for reimbursing MCE for the long-term energy contracts purchased on behalf of the jurisdiction. To date, no community has left MCE's JPA nor has any community in California voted to leave. There are over 190 municipalities that have joined 19 CCAs throughout CA.

What happens if MCE fails? Are cities expected to cover the cost of any financial failure?

MCE is a Joint Powers Authority (JPA) and has a legal and financial "firewall" between the JPA and the member communities. If MCE were to fail for financial or other reasons, customers would be returned to PG&E electric generation service and member communities would not be held liable for any legal or financial repercussions.

How does MCE work with Unions?

MCE works with unions to support employment opportunities in MCE's service area. MCE's Sustainable Workforce policy includes local hire requirements, support for unions and prevailing wage requirements. You can read the full policy online at mceCleanEnergy.org/wp-content/uploads/Policy-011-MCE-Sustainable-Workforce-Policy-v3.pdf.



How does MCE work with solar customers?

MCE offers a generous Net Energy Metering (NEM) program for customers who are currently enrolled with PG&E's NEM program. When NEM customers are transferred to MCE service they will be automatically enrolled in our NEM program which compensates customers at retail rates for their excess solar generation, plus an additional \$0.01 per kilowatt hour. For customers with more than \$100 in credit at the end of MCE's fiscal year in April, they will be eligible to receive a check in the mail for

their excess credits. Credits are capped at \$5,000 per customer. MCE does not have an annual true-up process and instead customers will receive monthly charges or credits from MCE.

Governance

How does MCE's governance structure work with state regulatory bodies such as the California Public Utilities Commissions (CPUC)?

MCE is governed both by our Board of Directors, comprised of local elected officials from member communities, and the CPUC. MCE is subject to most of the same state requirements as the investor owned utilities such as some contracting requirements and all renewable energy requirements. MCE's Board has the discretion to set MCE's rates and to determine our power purchasing strategy for exceeding state requirements for local, renewable, and greenhouse gas free content. MCE reports to the CPUC and the California Energy Commission (CEC) to ensure regulatory compliance. MCE's energy efficiency programs are administered under the auspices of the CPUC.

What are the mandates from the state that are pushing this forward?

In 2002, State legislation enabled Community Choice Aggregation (CCA) programs to purchase energy on behalf of customers interested in less carbon intensive electricity options. MCE helps member communities reduce their electricity-related greenhouse gas emissions and exceeds state renewable mandates by offering more renewable and cleaner energy options than PG&E.

How are decisions made by MCE's Board of Directors? Will my community have a voice?

MCE's Board of Directors makes decisions in transparent public forums similarly to local city council meetings. Members of the public are welcome to attend these meetings to voice their opinions directly. MCE Board Representatives take time to discuss decisions and hear the concerns of members before making decisions. MCE's Board operates generally under a one-community-one-vote policy and has never called a weighted vote based on the electric load of each member community.

Rates

Are MCE rates lower than PG&E rates? What does MCE offer besides lower rates?

At this time customers are saving about 0.5% on their bill as compared to PG&E. MCE is a not-for-profit, public agency with many community benefits. Over the past 10 years, MCE has saved customers over \$50 million in electric costs, reinvested in member communities to support 10 local, in-service area renewable energy projects (31MW), provided generous Net Energy Metering incentives for solar customers, and, supported

the installation of over 500 electric vehicle charging stations and numerous workforce development opportunities. Full MCE rates information can be found online at mceCleanEnergy.org/rates.

How are MCE rates determined?

MCE's Board has the discretion to set MCE's rates and to determine our power purchasing strategy for exceeding state requirements for local, renewable, and greenhouse gas free content. MCE's rates are set by our Board of Directors in public meetings over the course of several months. This process starts with MCE's Ad Hoc rate setting committee in a closed session and then reviewed several times by our Technical and Executive Committees in public meetings before being discussed and approved by the full Board of Directors in a public forum.

How does MCE use my ratepayer funds? Do I have a say in how my money is used?

MCE is a not-for-profit public agency. Approximately 90% of MCE's revenue is allocated to purchase clean electricity on behalf of our customers. We operate similarly to non-profits with approximately 4% of our revenue contributing to fixed costs such as staff, office locations, and other agency support. The remaining 6% of MCE's revenue goes towards local programs that benefit the community including local economic and workforce development opportunities through our energy efficiency and Feed-in Tariff programs, low-income solar and electric vehicle rebates, electric vehicle charging infrastructure, a generous Net Energy Metering cash out policy, and a cost-competitive 100% renewable service option.

MCE customers are able to voice their opinions on MCE programs and policies at public meetings with our Board of Directors. MCE has regular meetings for our Technical and Executive Committee meetings and quarterly Board of Director meetings. Customers can see materials from MCE Board meetings, live stream quarterly meetings and sign up to receive updates online at mceCleanEnergy.org/meeting-archive. MCE is a public agency and as such is fully transparent in our decision-making processes. We encourage customers and interested parties to attend MCE Board and Committee meetings to learn more about MCE and weigh in on our policy decisions.

How does the MCE Board reconcile votes that are not unanimous (i.e. for rate-making)?

MCE is governed by our Board of Directors, comprised of local elected officials from member communities. Each Board member represents their city constituents and the best possible outcomes for their respective communities. The MCE Board of local elected peers works diligently to uphold inclusive discussions and decision-making. Board votes are weighted based on a two-tiered system. Every Board member is first assigned an equal voting share based on the number of Directors on the Board. Then, each jurisdiction is assigned a weighted vote based on their share of MCE's electric

load. These two percentages are combined to determine how a vote should be weighted in the event of a disagreement. To date, MCE's Board of Directors has never called a weighted vote.

Customers of MCE and PG&E will see bills increase in 2019, what will MCE be doing to help bring down energy costs for consumers?

MCE's ability to maintain competitive rates and fulfill its mission to reduce greenhouse gasses and invest in local community energy projects and programs is supported by our rate stabilization and reserve fund, investment grade credit rating, and our ability to obtain competitively priced energy supply. Over the past 10 years, MCE has provided stable and competitive rates. Our rate setting process is designed to provide competitive rates well into the future, exceed our environmental goals, and invest in local energy programs and projects.

Energy Purchasing

Does MCE own and operate their own generation plants?

MCE does not own generation facilities at this time. MCE's Feed in Tariff (FIT) program supports the development of new renewable energy projects in our service area by agreeing to purchase the energy produced from each project over the course of a 20-year standard offer contract. MCE will enter into a contract with developers, should a project be approved by local jurisdiction building and zoning requirements. MCE often has purchase options in these contracts, allowing MCE the opportunity to purchase generation resources at various times throughout the contract length.

How do you respond to claims from critics that MCE isn't actually purchasing renewable energy?

MCE follows state guidelines for renewable energy and greenhouse gas reporting standards. MCE publishes a power source disclosure with the California Energy Commission every year, who verifies MCE's purchase history with the state electric grid operator. We are subject to the same reporting requirements as all other utilities and our power content label is available both on MCE's website (mceCleanEnergy.org/energy-sources) and the California Energy Commission website (ww2.energy.ca.gov/pcl/labels/2017_index.html).

What are Renewable Energy Certificates and how do I know MCE is procuring renewable energy on my behalf?

A Renewable Energy Certificate (REC) is produced every time 1 megawatt of renewable energy is generated.

These certificates help electric grid operators monitor purchases from electric service providers like MCE to ensure we're purchasing renewable energy in accordance with State guidelines.

RECs are classified into three types: Bucket 1, Bucket 2, and Bucket 3 (also referred to as unbundled RECs). Bucket 3/Unbundled RECs occur when the energy that generated the certificate is sold independently of the certificate itself. In this case, the energy is now sold as brown power, and the purchaser of the REC can count a certain portion of their power supply as renewable, in accordance with regulatory guidelines.

In 2018, MCE's energy portfolio contained less than 1% Bucket 3/Unbundled RECs and starting in 2019, MCE has set a target of 0% unbundled RECs moving forward.

PG&E's Role

Will joining MCE initiate a change or our Smart Meters or other meters?

No, MCE is the procurer of renewable energy. Your meters will continue to be PG&E meters; they are not owned or maintained by MCE.

Who do we contact during outages?

The transmission and distribution system will continue to be owned and operated by PG&E. All outage communications and inquiries should continue to be directed towards PG&E. Customers are encouraged to sign up for and stay informed about PSPS alerts through PG&E's website.

What is the PG&E exit fee and how long do customers have to pay for that?

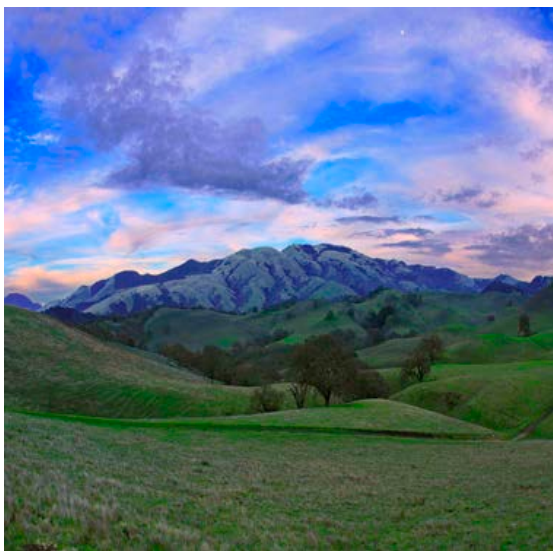
The PG&E "exit fee", also known as the Power Charge Indifference Adjustment (PCIA), is a fee charged to customers who leave PG&E service. PG&E was required to purchase long-term contracts on behalf of customers and this exit fee allows PG&E to keep costs stable for their remaining customers. This fee helps keep remaining PG&E customers cost "indifferent" to the electricity choices of other customers. The fee is tied to long-term contracts 20+ years in length and the fee decreases over the length of the contract until that contract expires.

What role does PG&E play as a partner to MCE?

PG&E acts as a partner to MCE, maintaining transmission and distribution services, as well as billing and gas. As a Community Choice Aggregator, MCE purchases electricity from more renewable resources on behalf of our customers, allowing PG&E to continue providing the same services they've always provided. MCE customers continue to work with PG&E in the case of outages, meter issues, applying for solar interconnection agreements and discount programs.

MCE Contra Costa County Community Outreach Plan

November 2017 – August 2018



Dusk over Mount Diablo



Janet and Ramsey Thomas, Lafayette residents
and retired Acalanes High School teachers



Map of MCE Service Area

*Map is illustrative and not to scale

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Overview

This document serves as a roadmap for MCE's community outreach strategy for the electricity customers within the unincorporated and incorporated areas of Contra Costa County that voted to join MCE in 2017. The purpose of MCE's community outreach strategy is to reach as many of the Contra Costa County communities as possible, including a demographically and socio-economically diverse collection of neighborhoods, to ensure all electric customers will be equipped with the information necessary to make informed decisions about their electric service provider.

MCE will educate the general customer base including residential, commercial, industrial, and municipal account holders through communitywide outreach. MCE will also implement targeted outreach strategies to specific community groups (e.g. service clubs, nonprofits, chambers of commerce).

The MCE Contra Costa County Community Outreach Plan combines strategies used successfully for previous enrollments¹, recognizing the unique characteristics and different information channels of the communities, and provides an overview of the direct mail and advertising plan, meeting, event and presentation venues, and other strategies to facilitate community understanding of MCE and the new electricity options.

Introduction to MCE Contra Costa County

MCE first began serving Contra Costa in 2013, when the City of Richmond voted to join. In 2015, the neighboring cities of El Cerrito and San Pablo voted to join. Then, in 2016 the cities of Lafayette and Walnut Creek voted to join, making them the first cities outside of District One (West Contra Costa County) to have Community Choice Aggregation (CCA) service.

Unincorporated Contra Costa County and the 14 cities without CCA service began investigating their options in 2015. The County authorized staff to conduct outreach and explore the formation of a separate CCA. Staff began outreach by hosting three community workshops in Hercules, Brentwood, and Walnut Creek in late 2015. In March 2016, the Contra Costa Board of Supervisors voted to work with interested incorporated areas to obtain electrical load data from PG&E in order to conduct a technical study to consider their different Community Choice options. This technical study weighed the risks and opportunities to join MCE, join Alameda County's forming CCA called East Bay Community Energy (EBCE), or to start a new Contra Costa CCA program. Incorporated Contra Costa communities also began discussing their CCA options,

¹ Marin County 2010-12; Richmond 2013; unincorporated Napa County, Benicia, El Cerrito, and San Pablo 2015; incorporated Napa County municipalities, Lafayette and Walnut Creek 2016

requesting presentations, convening subcommittees, and even forming citizen advisory committees to explore their options.

In 2017, the Town Council of Moraga was the first Contra Costa community to vote to join MCE, on April 26th. Then, on May 2nd the Contra Costa Board of Supervisors and the Town Council of Danville voted to join MCE. The Oakley City Council voted on May 9th, Pittsburg City Council voted on May 15th, Pinole City Council voted on June 6th, Concord City Council on May 23rd, Martinez City Council on June 7th and San Ramon City Council voted on June 26th.

These votes authorized the completion of MCE's membership application, which includes a resolution, memorandum of understanding, and an ordinance requesting to join. MCE's Board of Directors reviewed the membership applications of these nine interested jurisdictions on June 20th, 2017 and voted to extend membership to all applicants. MCE submitted the updated implementation plan to the CPUC on September 25th after Board approval included these nine new communities. The CPUC approved this implementation plan on December 21st, 2017.

MCE offers residents and businesses in these communities a choice of affordable, renewable energy in competition, but also in partnership, with PG&E. For customers who choose MCE, PG&E continues to provide electric delivery service including operating power lines, reading meters, issuing monthly bills and providing the same maintenance and repair services it always has – at the same rates. MCE provides the electric generation service, determining the sources of power, and replacing what PG&E would otherwise charge for electric generation.

As a not-for-profit, public electricity provider, governed by a board of elected officials, MCE gives Contra Costa communities more local control as to how and where their ratepayer dollars are spent. MCE's priorities include reinvesting revenues toward 1) reducing energy-related greenhouse gas emissions; 2) supporting local energy efficiency and renewable generation projects; and 3) offering competitive rates while ensuring fiscal responsibility to customers and the Board of Directors through adherence to a robust reserve policy.

Enrollment & Service Options

Residents and businesses in the jurisdictions within these areas of Contra Costa County will soon have three MCE choices for their electricity supply: MCE Light Green 50% renewable; MCE Deep Green 100% renewable; or MCE Local Sol 100% local solar.

Customers can also choose to opt out and keep PG&E's 33%² renewable generation service or one of their other options, such as their 100% solar option.³

Because California State law (Assembly Bill 117, 2002) requires CCA programs like MCE to become the default provider of electric generation service, customers will be automatically enrolled with MCE unless they choose to opt out and continue purchasing PG&E's energy supply. MCE's outreach strategy focuses on providing customers with information about their electric service options to ensure that customers are choosing the electric service that's right for them.

Light Green is MCE's default service for automatic enrollment. If customers take no action, they will automatically jump from 33% to a minimum of 50% renewable energy at the start of their April 2018 billing period, which varies by customer. Customers may request to opt out of MCE service at any time after their first mailer arrives, in February 2018.

Customers may also request to enroll in MCE's Deep Green 100% renewable energy service starting in January of 2018. Requests to enroll early in MCE's Local Sol, 100% local solar option for residential and small commercial customers will also be accepted.

Customers with rooftop solar are also eligible for early enrollment in either Light Green, Deep Green, or Local Sol beginning in January 2018 to better align with their true-up bill. When customers participating in Net Energy Metering (NEM) are enrolled in MCE's service, PG&E will automatically bill the customer for their owed charges. This may result in some customers paying a large bill. To avoid confusion with this process these customers may opt into MCE early, or wait to enroll in MCE to better align with their true-up date. MCE's account services team can process these requests via info@mcecleanenergy.org.

There is no fee for customers who opt out before MCE service starts or within the first 60 days of service. Customers who opt out after 60 days of service with MCE will be subject to a one-time \$5 (residential) or \$25 (commercial) administrative fee. Customers will also be subject to PG&E's terms and conditions of service and will not be able to return to MCE service for 1 year.⁴

² As reported in the Annual Report to the California Energy Commission Power Source Disclosure Program in June 2016 (www.energy.ca.gov/sb1305/labels)

³ Visit www.pge.com to learn more about other PG&E service options

⁴More information on PG&E's terms of service can be found here: www.mcecleanenergy.org/terms

MCE Customer Service

MCE provides customer service via telephone, email, letter and in-office meetings. MCE currently has a single office location, in the City of San Rafael. Arrangements are being made to have a secondary location in Contra Costa County, in the City of Concord.

1 (888) 632-3674

info@mceCleanEnergy.org

1125 Tamalpais Avenue
San Rafael, CA 94901

The call center is dedicated to assisting customers with questions and processing opt outs and Deep Green enrollments. To process opt out and Deep Green requests call center representatives are available 24 hours a day, 7 days a week. The start of 24/7 call center hours coincides with the mailing of the first notices and ends 60 days after MCE service begins. Regular call center hours, for all other inquiries, are Monday-Friday, 7 A.M. to 7 P.M. Translation services for more than 240 languages are also available to non-English and non-Spanish speaking callers. A list of available translations services – including Mandarin, Cantonese, Tagalog, and Hindi – is included at the end of this document.

The info@mceCleanEnergy.org email address is monitored and maintained by MCE senior account management staff. Customers may request to opt out via the info@mceCleanEnergy.org email by sending the first six digits of their PG&E account number, the account holder's name, and service address.

MCE can also provide in-office support at a central location chosen by city or town staff after the first enrollment notices are delivered, in order to respond to any public inquiries relating to enrollment and/or opting out. Traditionally, this has been a temporary desk space in City or Town offices. For a list of dates that MCE will be available on-site in city or town offices, visit www.mceCleanEnergy.org/meetings. During these days, MCE staff can provide trainings to public-facing local government staff, provide answers to commonly asked questions and provide the protocol for escalating a concern to the call center. Part of this training will include providing a short "MCE Basics" document as well as a longer, more thorough "MCE Primer." These documents can be used as reference material if ever a member of the public brings their questions to their local government offices. If additional MCE presence is requested by staff, MCE staff will include additional in-person locations on the second mailed notice.

For customers who prefer to speak to a representative in person, MCE's San Rafael office customer service hours are Monday – Friday from 9 A.M. to 4 P.M. Once a Contra Costa location is arranged, this location will also be available for walk-ins.

Community Leader Advisory Group

Local input is central to MCE's mission, so forming a volunteer Community Leader Advisory Group (CLAG) to guide outreach efforts is a priority. MCE proposes that the

CLAGs be composed of various community representatives with diverse perspectives. Examples include people from industry and business associations, sustainability, English as a Second Language (ESL), or senior-focused community organizations and local government officials or staff from each of the participating jurisdictions. MCE will also ensure that invited CLAG participants include community members who are not necessarily enthusiastic about enrollment with MCE, as well as those who are supportive, and/or undecided. Participants are invited based on consultations with city staff and council. Specific duties of the CLAG are listed below.

- **Meet to advise on outreach.** This group will provide valuable insight to MCE helping to determine strategies for public engagement, outreach opportunities, and venues for reaching a broad cross-section of Contra Costa County.
- **Recommend ad venues** including specific community publications, unique outdoor advertising venues – such as recycling trucks – or radio and print advertisements. These will be shared with MCE’s Marketing team for necessary budget allocation planning.
- **Help MCE disseminate information** about services and the enrollment process by posting directly on social media and/or responding to posts that contain misinformation about MCE (particularly on Nextdoor and Facebook).
- **Help organize and promote at least three MCE-hosted town hall-style meetings, preferably before April.** These meetings will provide an additional venue to provide residents and businesses with information and answer questions about the new energy choices available. CLAG participants can help organize and promote attendance at these meetings. These meetings have been more effective if invited to share in a pre-established venue with hosts who are visible in the community. To that end, a CLAG participant could invite MCE to give a presentation to groups in their networks, such as groups of businesses they know, or at their places of worship.
- **Provide feedback throughout the outreach process.** The second CLAG meeting will be conducted for the purposes of participants providing MCE with feedback on how the outreach has been conducted up to that point. This may include feedback on where ads are located, how information about MCE is being distributed, events, and other components. CLAG participants can provide feedback to improve MCE’s outreach strategy during the second half of the enrollment period.

Communitywide Outreach Strategies

Mailed Enrollment Notices

Enrollment notices will be sent to every electricity customer in Concord, Danville, Martinez, Moraga, Oakley, Pinole, Pittsburg, San Ramon, and unincorporated Contra Costa County. This is required by California law, which requires that four such notices be sent.

The notices, mailed in English and Spanish, will inform customers of the April 2018 enrollment, along with MCE's Terms & Conditions of Service, with instructions on how to opt out if they'd like to keep PG&E's electric generation supply. The notices will also include a referral to the website, which is also available in Spanish.

Two notices will be mailed before enrollment and two will be mailed after service starts.

The first and second notices will be sent within 60 days prior to the start of service, depending on the date of MCE service start (e.g. some start first week of April and others the second, third or fourth week of April, depending on the start of their billing period). The third and fourth notices will be sent within 60 days after starting service. If a customer opts out, they will not receive additional enrollment notices.

Draft Enrollment Notice Schedule:

Notice 1 (mailed letter in envelope)

- February to March, staggered by meter read dates

Notice 2 (tri-fold direct mail piece; NEM customers receive mailed letter in envelope)

- March to April – staggered by meter read date

APRIL ENROLLMENT

Notice 3 (postcard)

- April to May – staggered by meter read date

Notice 4 (postcard)

- May to June – staggered by meter read date

MCE Contra Costa County Webpage

MCE has created a webpage dedicated to the enrollment of the nine Contra Costa communities joining MCE in 2018: www.mcecleanenergy.org/ContraCosta This URL will be present on customer outreach materials. The webpage includes the enrollment timeline, information on the electricity choices available to customers including the choice to opt out, cost comparisons, frequently asked questions and a calendar of community events where MCE will be present.

Advertising Strategy

Digital Advertising

- Geographically targeted online advertising
- Social media posts (e.g., Facebook, Twitter, Nextdoor)
- Search ads

TV & Radio Advertising

- On air and streaming Comcast ads
- Streaming radio (e.g., Spotify)

Print Advertising

- East Bay Times
- Martinez Gazette
- Richmond Pulse (bilingual Spanish publication)
- Local newspapers

Out-of-Home Advertising

- BART station ads

Targeted Outreach Strategies

MCE recognizes that community borders are porous and community affiliations are not always easily defined. In order to maximize enrollment outreach, a number of strategies will be used to reach different stakeholder groups, generally outlined below. For communities that have specific events, requests, or cultural sensitivities, please see pages 17 through 37 for a more detailed breakdown of this general outreach. There are currently approximately 237,324 eligible electric accounts in Contra Costa County. Of those, roughly 217,142 (91.49%) are residential accounts and 17,947 (7.56%) are commercial accounts.

MCE will contact community based organizations to offer a presentation (at a meeting or community event), to provide information for newsletters or websites, and/or to partner in any other way to inform their audience about MCE's service.

MCE will work with municipal staff to contact City Commissions, Boards, and local school districts to offer a presentation (at a meeting or community event), to provide information for newsletters or websites, and/or to partner in any other way to inform their audience about MCE's service.

Commercial and industrial customers consume the majority of electricity in Contra Costa County. Commercial customers also have the greatest potential for build out of solar, electric vehicle, or storage infrastructure. There are 145 accounts that use over 140,000 kWh annually. Consequently, they have the opportunity to reduce the largest portions of energy-related greenhouse gas emissions. MCE will contact organizations that work with Contra Costa County businesses to offer a presentation (at a meeting or community event), to provide information for newsletters or websites, and/or to partner in any other way to inform their audience about MCE's coming service. This includes the

Industrial Association for Contra Costa County and the City-County Engineering Association.

MCE will reach out to the largest employers in Contra Costa County, including the following:⁵

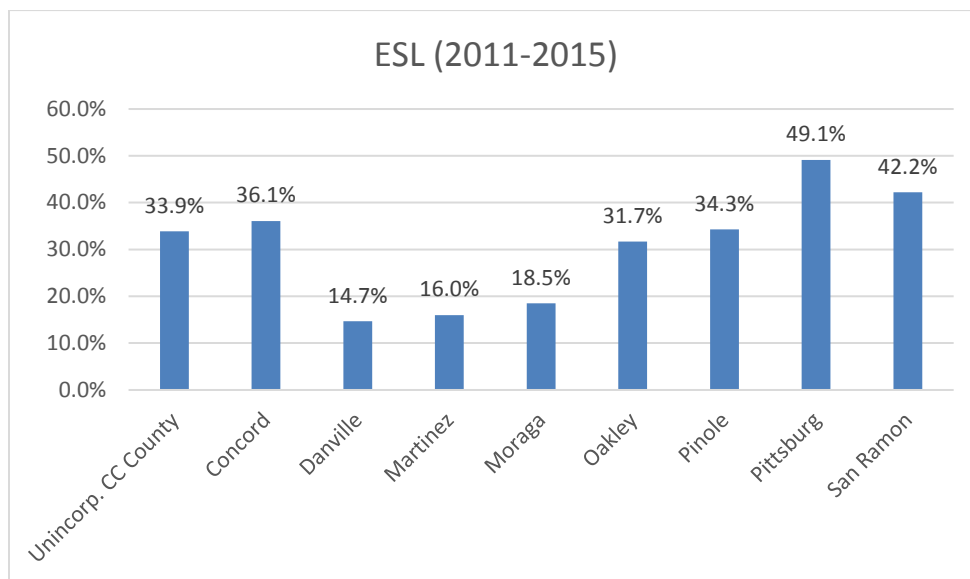
AAA Northern CA, Nevada & Utah	Contra Costa Center	Automobile Clubs
Bay Alarm Co	Concord	Burglar Alarm Systems (whls)
BAY Area Rapid Transit	Richmond	Transit Lines
Broadspectrum Americas	Richmond	Oil Refiners (mfrs)
Chevron Corp	San Ramon	Oil Refiners (mfrs)
Chevron Global Downstream LLC	San Ramon	Petroleum Products (whls)
Chevron Richmond Refinery	Richmond	Oil Refiners (mfrs)
Contra Costa Regional Med Centr	Martinez	Hospitals
U.S. Department of Veterans Affairs	Martinez	Clinics
John Muir Health	Concord	Hospitals
Kaiser Permanente Martinez Med	Martinez	Clinics
Kaiser Permanente Walnut Creek	Walnut Creek	Hospitals
La Raza Mkt	Richmond	Grocers-Retail
Robert Half Intl	San Ramon	Employment Agencies & Opportunities
Santa Fe Pacific Pipe Lines	Richmond	Pipe Line Companies
St Mary's College Of Ca	Moraga	Schools-Universities & Colleges Academic
Tesoro Golden Eagle Refinery	Pacheco	Oil Refiners (mfrs)
USS-POSCO Industries	Pittsburg	Steel Mills (mfrs)

Special Populations

While MCE will be doing general outreach to the entire community, we have learned that there are certain customer groups that may require and benefit from more customized outreach. Due to particular circumstances (such as mobility, language, or financial barriers), these customer groups may need customized outreach sensitive to their situations. The following is a suggested list of community groups which would require additional outreach to compliment the general engagement strategy.

⁵ State of California Employment Development Department. "Major Employers in Contra Costa County," June 24th 2017. www.labormarketinfo.edd.ca.gov/majorer/countymajorer.asp?CountyCode=000013; This list of major employers was extracted from the America's Labor Market Information System (ALMIS) Employer Database, 2017 2nd Edition. Employer information is provided by Infogroup, Omaha, NE, 800/555-5211. 2017.

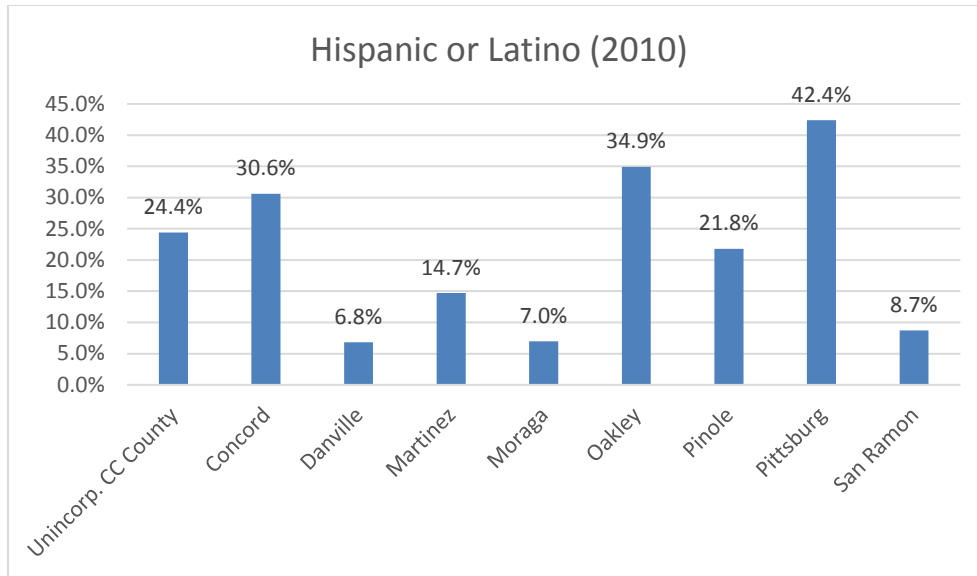
MCE will focus specific outreach to non-native English speakers. According to the 2015 census, approximately 34% of the population in unincorporated Contra Costa County speak a language other than English at home. This ranges from 14.7% in Danville to 49.1% in Pittsburg.⁶



MCE has a Spanish website, Spanish speaking customer service specialists available through its call center, and will provide printed informational material in Spanish. There are also call center translation options for more than 240 languages, including Tagalog, Cantonese, Mandarin, Hindi, Lao, and Vietnamese. A list of available languages can be found at the end of this document.

⁶ Language other than English spoken at home, percent of persons age 5 years+, 2011-2015. Unincorporated Contra Costa County 33.9%; Concord 36.1%; Danville 14.7%; Martinez 16%; Moraga 18.5%; Oakley 31.7%; Pinole 34.3%; Pittsburg 49.1%; San Ramon 42.2%.

<https://www.census.gov/quickfacts/fact/table/contracostacountycalifornia/POP815215>



Low-income customers are typically defined as those who qualify for the standard energy discounts. According to the 2015 census, approximately 10.2% of the population in unincorporated Contra Costa County live below the poverty line. When looking at the spread in incorporated communities, this demographic ranges from 4.1% in Danville to 17.9% in Pittsburg.⁷

This group will receive special consideration in MCE's outreach. Discounts like the California Alternative Rates for Energy (CARE) and Family Electric Rate Assistance (FERA) are unaffected by MCE service and continue to be managed and billed by PG&E. If a customer is already enrolled in these programs, they do not need to do anything if they stay with MCE; their discount will remain the same.

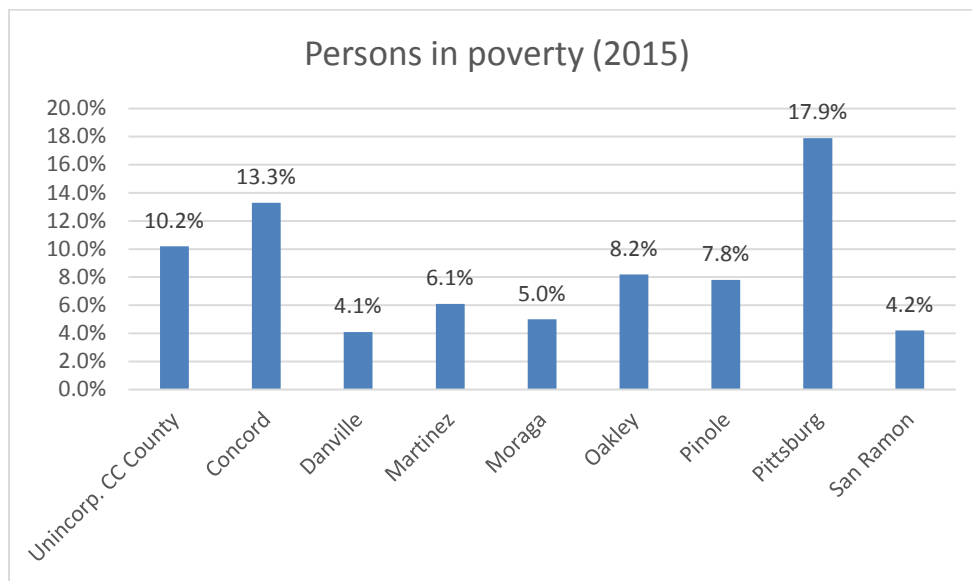
According to our initial data request from PG&E, we see that there are approximately 40,000 eligible electric accounts enrolled in CARE or FERA in the nine new communities. This represents a full 18.23% of all eligible accounts. There is a statistically significant number of customers that are on both CARE/FERA as well as Medical Baseline. If you include the eligible accounts on Medical Baseline and remove the double-counting overlap between those on both CARE and Medical Baseline, the number of Contra Costa accounts on CARE, FERA, or Medical Baseline is approximately 45,500 or roughly 21% of eligible residential accounts.

For a single family residence, the CARE discount eligibility is broken down as follows:

⁷ Persons living in Poverty, 2015: Unincorporated Contra Costa County 10.2%; Concord 13.3%; Danville 4.1%; Martinez 6.1%; Moraga 5.0%; Oakley 8.2%; Pinole 7.8%; Pittsburg 17.9%; San Ramon 4.2%.
<https://www.census.gov/quickfacts/fact/table/contracostacountycalifornia/POP815215>

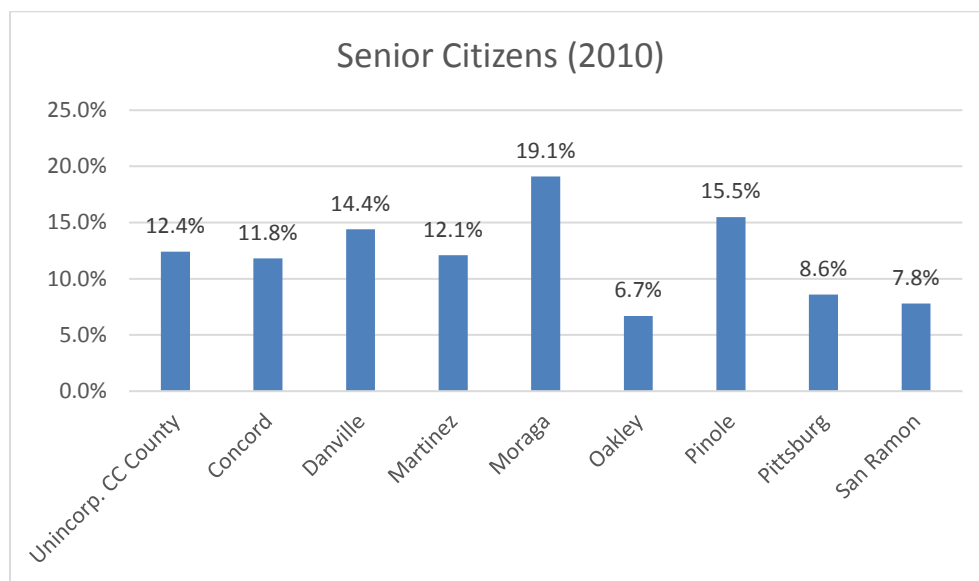
Number of Persons in Household	Total Gross Annual Household Income
1-2	\$31,860 or less
3	\$40,180 or less
4	\$48,500 or less
5	\$56,820 or less
6	\$65,140 or less
7	\$73,460 or less
8	\$81,780 or less
Each additional person, add	\$8,320

MCE will focus outreach to low-income residents by contacting community based organizations that work specifically with low-income residents, such as affordable housing developments, to offer a presentation (at a meeting or community event), to provide information for newsletters or websites, and/or to partner in any other way to inform their audience about MCE's coming service.



Senior citizens may live on fixed incomes or have special electricity discounts, so MCE makes outreach to seniors a priority. MCE considers it particularly important for individuals on fixed incomes to understand their electricity options and to know that discounts like the California Alternative Rates for Energy (CARE) and Family Electric

Rate Assistance (FERA) are unaffected by MCE service and continue to be managed and billed by PG&E. If a customer is already enrolled in these programs, they do not need to do anything if they elect to stay with MCE.



For solar customers, MCE has a Net Energy Metering (NEM) program.⁸ A special meter tracks the difference between the amount of electricity solar panels produce and the amount of electricity used during each billing cycle. When more electricity is produced than used, a credit is generated for the excess power.

For any excess electricity a solar system produces, MCE credits customers at the Deep Green premium rates (MCE's Light Green retail rates + \$0.01/kWh). Excess credits roll over each month and never zero out. NEM accounts with credits over \$100 can be "cashed out" each year in April. PG&E bills once a year with a "true-up" statement but MCE bills monthly, so annual "true-ups" are smaller.

Please note that when a NEM account enrolls with MCE, PG&E performs an automatic "true-up" and bills that account for all electric charges incurred since their last "true-up" statement.

To educate solar customers, MCE will send customized enrollment notices to NEM customers, discuss NEM account considerations during public presentations, and distribute NEM-specific outreach materials (e.g., one-page flyers) at community events. MCE will also contact solar businesses to ensure that they are aware of MCE's NEM program.

⁸ MCE's Net-Energy Metering (NEM) program may be available for other qualifying, small-scale renewable energy technologies besides photovoltaic (PV) solar. These could include wind, biopower, micro-hydroelectric resources, etc.

Community Demographics⁹

The below demographics provide more detail on the communities to help guide our special populations outreach.

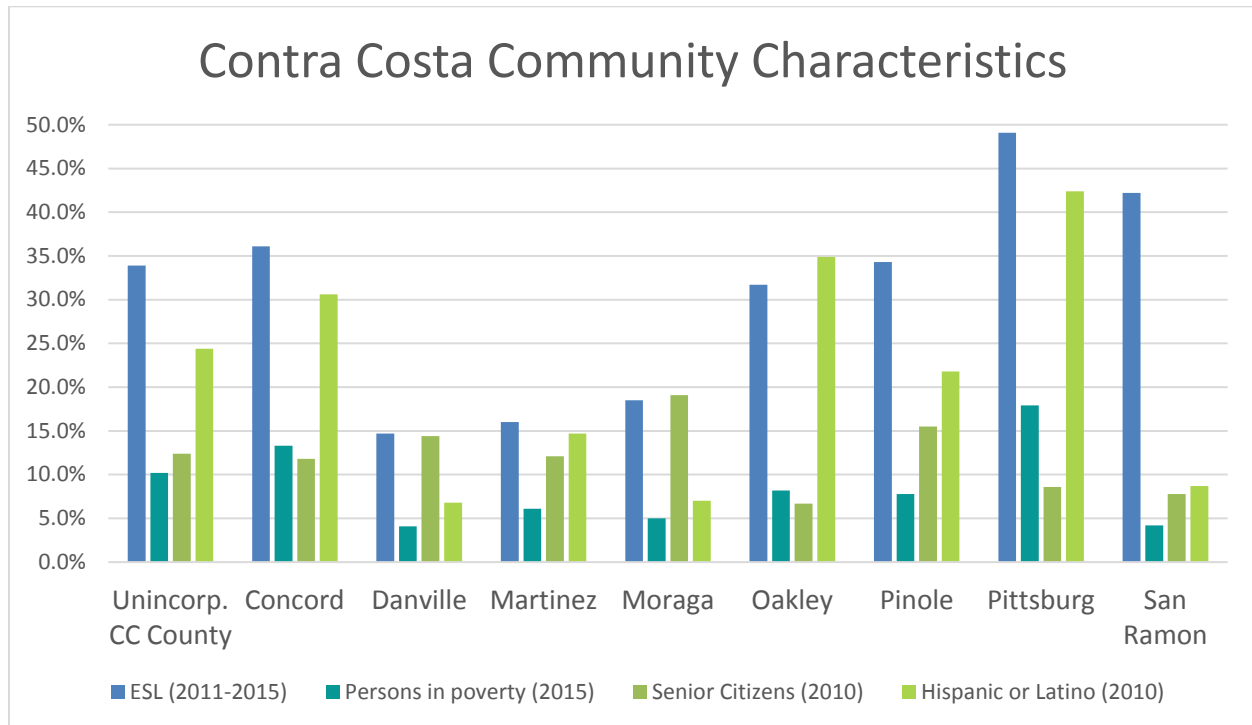


Figure 1: Demographics by community¹⁰

	Total Pop. (2016)	Veterans (2011-2015)	65+ (2010)	Language other than English spoken at home (2011-2015)	Hispanic or Latino (2010)	Persons in poverty (2015)
Unincorporated Contra Costa County	1,139,513	53,270	12.4%	33.9%	24.4%	10.2%
Concord	128,726	6,915	11.8%	36.1%	30.6%	13.3%
Danville	44,631	2,362	14.4%	14.7%	6.8%	4.1%
Martinez	38,259	2,464	12.1%	16.0%	14.7%	6.1%
Moraga	17,416	820	19.1%	18.5%	7.0%	5.0%
Oakley	40,622	1,640	6.7%	31.7%	34.9%	8.2%

⁹ All information taken from the census data: <http://www.census.gov/>

¹⁰ All information taken from the census data: <http://www.census.gov/>

Pinole	19,293	1,142	15.5%	34.3%	21.8%	7.8%
Pittsburg	70,679	2,762	8.6%	49.1%	42.4%	17.9%
San Ramon	75,639	2,468	7.8%	42.2%	8.7%	4.2%
Totals/Average	1,570,392	73,843	12.04%	30.72%	21.26%	8.53%

Analysis of Strengths, Challenges and Opportunities

Strengths

- MCE's stable and competitive rates
- Generous Net Energy Metering program (for customers with rooftop solar)
- Increased renewable energy supply
- Reduced greenhouse gas emissions
- Community energy choices where none existed before
- Unique multifamily energy efficiency program options

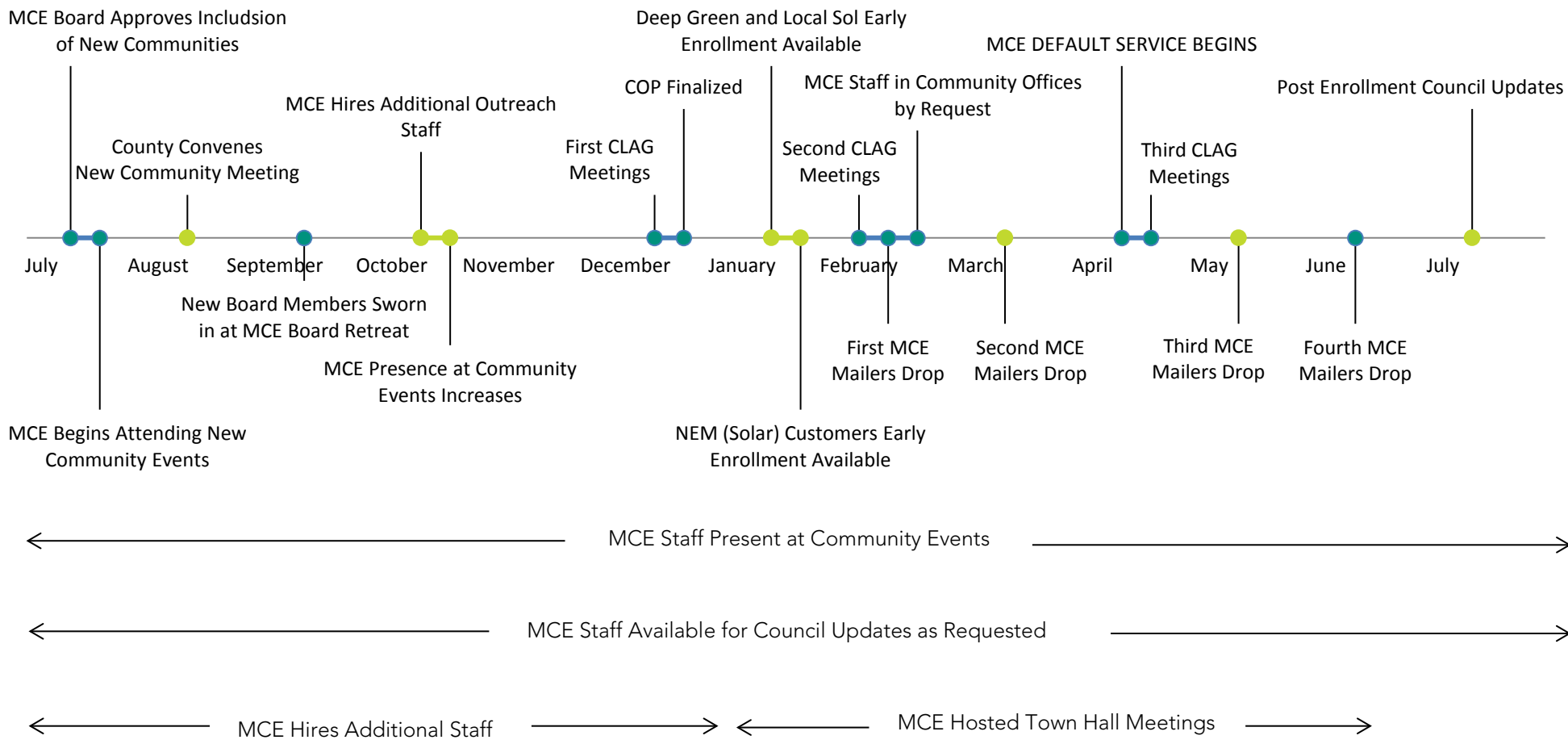
Challenges

- Correcting misinformation
- Ensuring all customers are informed of their choices
- Informing solar customers of net energy metering program and enrollment impacts

Opportunities

- Community members may already be aware of MCE because Richmond, San Pablo, El Cerrito, Lafayette and Walnut Creek started MCE service between 2013 and 2016
- Outreach overlap between target sectors
- Well organized community based organizations and trade organizations
- Community emphasis on sustainability values
- Ability to offer tailored energy efficiency programs in the future
- Free marketing and co-branding opportunities for green businesses
- Opportunity to develop local renewable energy projects and related local hiring with MCE's Feed-In Tariff

General Outreach Timeline



Community Specific Outreach Strategy: Unincorporated County

To the extent possible, MCE will attempt to maximize the channels that cross into various Contra Costa communities. This general outreach will be complimented with community specific events, advertising, and outreach, as outlined by the following pages. Staff and possibly Council members from each of the nine new MCE member communities will be asked to help refine their community's strategy, by helping MCE identify the most important media outlets, community leaders, local nonprofits, high-visibility events and other suggestions to reach the highest percentage of the population possible.

Contra Costa County (unincorporated) was one of the original 27 counties of California and is home to approximately 1,139,513 people. 173,454 people live in the unincorporated areas of Contra Costa County. The County spans more than 800 square miles and is by far the most heavily populated prospective MCE jurisdiction. Correspondingly, it also represents the single largest electricity load—approximately 25% of the combined load of all eligible incorporated and unincorporated communities. The cities of Concord and Pittsburg together represent another 25%. Contra Costa is a dynamic jurisdiction in terms of geography and demographics, and includes Mt. Diablo, historic Delta communities, extensive Bay Shore borders, multiple oil refineries and heavy industry, rich agricultural lands, and a broad array of ethnic groups, foreign languages, and socio-economic diversity.

Community Events & Tabling

- Annual Festivals
- Earth Day Events
- Farmers Markets
- Fourth of July Events
- Music in the Parks
- Alamo Women's Club
- Other events as suggested by staff and the CLAG

Community Leaders

Local nonprofits

- Local Rotary
- Local Soroptimists
- Local Kiwanis Clubs
- Places of Worship, including those with non-English services
 - Arlington Community Church
 - El Sobrante United Methodist Church, El Sobrante
 - Arlington Community Church, Kensington
 - Member of Interfaith Power & Light
- Local Sierra Club
- Water Districts
- Sustainable Contra Costa
- Communities for a Better Environment
- Interfaith Council of Contra Costa County
- Contra Costa Climate Leaders
- Commission on Aging

Organizations that work with Contra Costa businesses

- Chamber of Commerce
- Farm Bureaus
- Visit Contra Costa
- East Bay Leadership Council
- Industrial Association of Contra Costa County
- Municipal Advisory Committee
- City-County Engineering Association of Contra Costa County
 - Debbie Hince – dhince@sanramon.ca.gov

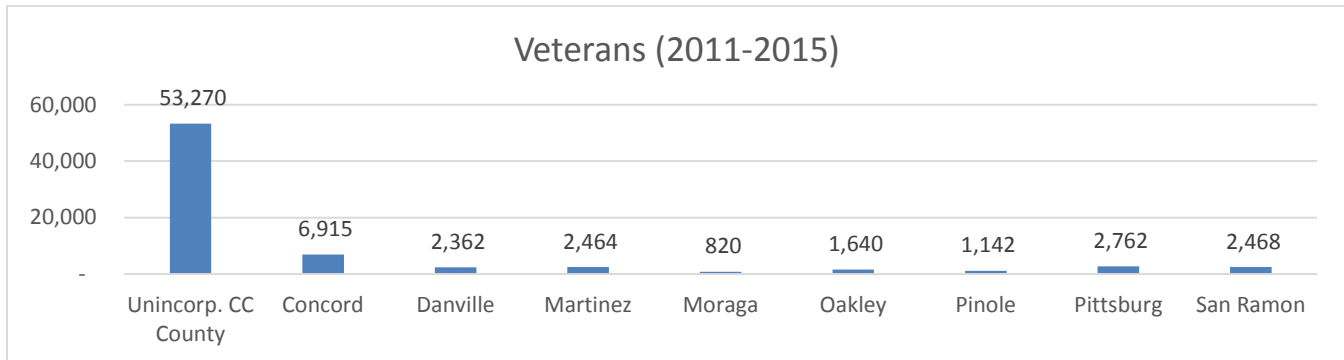
Targeted Outreach to Special Populations

Non-native English community

- Local Hispanic Market
- English Language Learning (ELL) Night Classes
- Family Center
- Spanish Clinics
- Hispanic Chambers of Commerce
- Non-Latino ELL

Senior and Veterans

- Agency on Aging
- Senior centers



County Employees

Betsy Burkhart suggested contact – County's Communications Officer

Community Specific Outreach Strategy: Concord

To the extent possible, MCE will attempt to maximize the channels that cross into various Contra Costa communities. This general outreach will be complimented with community specific events, advertising, and outreach, as outlined by the following pages. Staff and possibly Council members from each of the nine new MCE member communities will be asked to help refine their community's strategy, by helping MCE identify the most important media outlets, community leaders, local nonprofits, high-visibility events and other suggestions to reach the highest percentage of the population possible.

The City of Concord is Contra Costa's largest incorporated jurisdiction with a population of nearly 130,000 and more than 30.5 square miles within its borders. It is located toward the geographic center of the County at the base of Mt. Diablo and is home to many large businesses. The City has two BART stations and about one-fifth of the County's population reportedly commutes to Concord for work. Concord alone represents more than 12% of MCE's prospective additional electricity load, the second largest among all applicant communities. The Concord Naval Weapons Station is a focus of the City's redevelopment efforts and it is widely considered to be an ideal site for innovative renewable energy projects. Wells Fargo and PG&E are among the City's largest employers.

Community Events & Tabling

- Annual Festivals
- Earth Day Events
- Farmers Markets
- Fourth of July Events
- Music in the Parks
- Other events as suggested by staff and the CLAG
- Mayors State of the City
- Armed Forces Half Marathon
- Mayor's Cup
- Fourth of July Parade
- Cool Concord Car's Tree Lighting
- Winter Brews Festival
- Spring Brews Festival
- Concord Vibe events
- Tuesday Night Blues
- MOMDay in the Plaza
- Mayor's Cookoff

Community Leaders

Local nonprofits

- Rotary Club of Concord
- Rotary Club of Concord/Diablo
- Diablo Toastmasters
- Local Soroptimists
- Local Kiwanis Clubs
- Places of Worship, including those with non-English services

- Members of California Interfaith Power & Light:
 - St. Agnes Catholic Church
 - St. Bonaventure Catholic Community
 - St. Francis of Assisi Catholic Church
 - St. Michael and All Angels
- Local Sierra Club
- Water Districts
- Mount Diablo Resource Recovery (formerly Concord Disposal Service)
- St. Demetrios Greek Orthodox Church
- Calvary Temple Church
- Sustainable Contra Costa
- Concord Police Association
- Family Justice Center
- Concord Art Association
- Historical Society
- Contra Costa Climate Leaders
- Bike Concord

Organizations that work with Contra Costa businesses

- Greater Concord Chamber of Commerce
- Todos Santos Business Associations
- Visit Concord
- Farm Bureaus
- Visit Contra Costa

Targeted Outreach to Special Populations

ESL community

- Local Hispanic Market
- English Language Learning (ELL) Night Classes
- Family Center
- Spanish Clinics
- Hispanic Chambers of Commerce
- Non-Latino ELL
- Monument Impact

Senior and Veterans

- Agency on Aging
- Senior centers

Community Specific Outreach Strategy: Danville

To the extent possible, MCE will attempt to maximize the channels that cross into various Contra Costa communities. This general outreach will be complimented with community specific events and outreach, as outlined by the following pages. Staff and possibly Council members from each of the nine new MCE member communities will be asked to help refine their community's strategy, by helping MCE identify the most important media outlets, community leaders, local nonprofits, high-visibility events and other suggestions to reach the highest percentage of the population possible.

The Town of Danville is located within the San Ramon Valley in the southwestern part of the County and is home to approximately 45,000. The incorporated area spans approximately 18 square miles.

Community Events & Tabling

- Annual Festivals
 - Danville Tree Lighting Ceremony
 - Sunday Summer Car Show
 - Summer Fest
 - Fall Crafts Festival
 - Recreation Fair
- Earth Day Events
- Farmers Markets
 - Danville Farmer's Market at the Railroad Avenue Parking Lot, Sunday
- Danville July 4th Parade (consider a float)
- Music in the Parks
- Mayor's Town Hall (in conjunction with the Town of Danville)

Community Leaders

Local nonprofits

- Danville Rotary
- Danville/Sycamore Valley Rotary
- Local Soroptimists
- Kiwanis of the San Ramon Valley
- Danville Women's Club
- Real Estate Marketing Association (RMA)
- Local PTA organizations
- Places of Worship, including those with non-English services
 - Members of California Interfaith Power & Light
 - Beth Chaim Congregation
 - Danville Congregational Church
 - Peace Lutheran Church
 - San Damiano Retreat Center
 - St. Mark's Episcopal Church Danville
 - St. Timothy's Episcopal Church
- Local Sierra Club
- Water Districts

Organizations that work with Contra Costa businesses

- Danville Area Chamber of Commerce
- Visit Tri-Valley (Tri-Valley Convention & Visitors Bureau)
- Contra Costa Association of Realtors

Targeted Outreach to Special Populations

Senior and Veterans

- Veterans Service Organizations at the Veterans Memorial Building
 - Marine Corps League
 - American Legion
 - MOAA
 - Viet Nam Veterans of the Diablo Valley
 - Blue Star Moms

Community Specific Outreach Strategy: Martinez

To the extent possible, MCE will attempt to maximize the channels that cross into various Contra Costa communities. This general outreach will be complimented with community specific events and outreach, as outlined by the following pages. Staff and possibly Council members from each of the nine new MCE member communities will be asked to help refine their community's strategy, by helping MCE identify the most important media outlets, community leaders, local nonprofits, high-visibility events and other suggestions to reach the highest percentage of the population possible.

The City of Martinez is the county seat of Contra Costa County with a population of nearly 36,842 and more than 13.1 square miles within its borders. Established in 1849, Martinez is one the oldest communities in California. Martinez has a rich history being the home of John Muir as well as the birthplace of Joe DiMaggio. It is located along the Carquinez Strait and is home to many large businesses. Contra Costa County, the Veterans' Administration Hospital, Shell Oil, Kaiser Permanente and the Martinez Unified School District are the City's largest employers.

Community Events & Tabling

- Annual Festivals/Holiday Frolic (December)
- Earth Day Events (April)
- Farmers Markets (every Sunday in Downtown Martinez)
- Fourth of July Events
- Other events as suggested by staff and the CLAG

Community Leaders

Local nonprofits

- Local Rotary
- Local Soroptimists
- Local Kiwanis Clubs
- Places of Worship, including those with non-English services
 - Members of California Interfaith Power & Light
 - Cal-Nev Conf United Methodists; Martinez UMC
 - First Baptist Church
 - First Congregational Church of Martinez
 - Grace North Church
 - Martinez United Methodist Church
- Local Sierra Club
- Water Districts
- Sustainable Contra Costa

Organizations that work with Contra Costa businesses

- Chamber of Commerce
- Main Street Martinez
- Visit Contra Costa

Targeted Outreach to Special Populations

ESL community

- Local Hispanic Market
- English Language Learning (ELL) Night Classes/Martinez Adult School
- Family Center
- Spanish Clinics
- Hispanic Chambers of Commerce
- Non-Latino ELL

Senior and Veterans

- Agency on Aging
- Martinez Senior Center

Community Specific Outreach Strategy: Moraga

To the extent possible, MCE will attempt to maximize the channels that cross into various Contra Costa communities. This general outreach will be complimented with community specific events and outreach, as outlined by the following pages. Staff and possibly Council members from each of the nine new MCE member communities will be asked to help refine their community's strategy, by helping MCE identify the most important media outlets, community leaders, local nonprofits, high-visibility events and other suggestions to reach the highest percentage of the population possible.

The Town of Moraga spans approximately 9.4 square miles in the central-western part of the County commonly known as 'Lamorinda' (the combined name of three incorporated jurisdictions: Lafayette, Moraga, and Orinda). As of 2010, the Town has a population of just over 16,000. Moraga's Town Council was the first to vote to join MCE in 2017.

Community Events & Tabling

- Moraga Triathlon
- Pear and Wine Festival
- Moraga Community Faire
- Cinco de Mayo (Hacienda Foundation), very light touch
- Friday Food Truck events (talk to Parks & Rec)
- Moraga Farmers Markets
- Fourth of July Celebration
- - Summer Concerts in the Park (talk to Parks & Rec)
- [Parks and recreation](#)

Community Leaders

Local nonprofits

- Saint Mary's College
- Moraga Rotary
- Kiwanis Club of Moraga Valley
- Moraga Community Foundation
- Moraga Movers
- Moraga Junior Women's Club
- Moraga Women's Society
- Lions Club
- Moraga Park Foundation
- Hacienda Foundation of Moraga
- Moraga Library
- Parents for a Safer Environment
- :Lamorinda Open Space (Susan Jones)

Organizations that work with Contra Costa businesses

- [Moraga Chamber of Commerce](#)
- VivaMoraga

- John Muir Landtrust (Lynus Eukel)

Targeted Outreach to Special Populations

ESL community

- Chinese American Political Association (contact Ching Liao; Ching and Kathy Wu (on the Board of CAPA))
- Asian Pacific American Caucus
-

Senior and Veterans

- Contra Costa County Council on Aging (meets regularly)
- Agency on Aging
- Senior centers (Aegis of Moraga, Moraga Royale)

Homeowners Associations (ask Moraga staff for fuller list)

- Moraga Country Club
- Sanders Ranch
- SamSara
- Carroll Ranch
- Campolindo
- Alta Mesa (on St. Mary's Road)
- Miramonte Gardens
- Rancho Moraga
- Via Moraga
- Harvest Court

Community Specific Outreach Strategy: Oakley

To the extent possible, MCE will attempt to maximize the channels that cross into various Contra Costa communities. This general outreach will be complimented with community specific events and outreach, as outlined by the following pages. Staff and possibly Council members from each of the nine new MCE member communities will be asked to help refine their community's strategy, by helping MCE identify the most important media outlets, community leaders, local nonprofits, high-visibility events and other suggestions to reach the highest percentage of the population possible.

The City of Oakley is located in the eastern-most part of the County along the Delta and is home to approximately 40,600. The City incorporated relatively recently (1999) and spans just over 16 square miles. Oakley has been exploring CCA generally, and MCE membership specifically, for longer than most other jurisdictions seeking membership this inclusion period. In 2016, Oakley nearly joined MCE along with Lafayette and Walnut Creek. The City's moto is "A Place for Families in the Heart of the Delta."

Community Events & Tabling

- Annual Festivals – Heart of Oakley, Harvest Festival
- Earth Day Events
- Farmers Markets – we don't have any Farmers Markets
- Fourth of July Events – Cityhood Celebration
- Music in the Parks – Movie in the Park
- Other events as suggested by staff and the CLAG

Community Leaders

Local nonprofits

- Local Rotary – not in Oakley (closest is Antioch)
- Local Soroptimists - Soroptimist International of the Delta
- Local Kiwanis Clubs -
- Places of Worship, including those with non-English services (do you want a list of all the places of worship in Oakley?)
- Water District – Diablo Water District
- Sewer District – Ironhouse Sanitary District

Organizations that work with Contra Costa businesses

- Chamber of Commerce
- Farm Bureaus
- Visit Contra Costa

Targeted Outreach to Special Populations

ESL community

- Local Hispanic Market
- English Language Learning (ELL) Night Classes
- Family Center
- Spanish Clinics
- Hispanic Chambers of Commerce – (I don't think one exists in Oakley)

- Non-Latino ELL

Senior and Veterans

- Agency on Aging
- Senior centers

Community Specific Outreach Strategy: Pinole

To the extent possible, MCE will attempt to maximize the channels that cross into various Contra Costa communities. This general outreach will be complimented with community specific events and outreach, as outlined by the following pages. Staff and possibly Council members from each of the nine new MCE member communities will be asked to help refine their community's strategy, by helping MCE identify the most important media outlets, community leaders, local nonprofits, high-visibility events and other suggestions to reach the highest percentage of the population possible.

The City of Pinole is among the County's smallest jurisdictions and is home to approximately 20,000. It has a sizable Latino population and spans approximately 5 square miles. The downtown area has many turn-of-the century buildings, which contrast with the many "big box" stores closer to Fitzgerald Drive, Appian Way, and Pinole Valley Road.. Pinole's MCE inclusion would extend West Contra Costa County's membership, along with Richmond, San Pablo, and El Cerrito.

Community Events & Tabling

- National Night Out
- Earth Day Events
- Pinole Weekly Farmers Markets
- Fourth of July Events
- Office hours at City Hall & Senior Center
- Additional presentations to City Council
- Pinole PD social media if agreeable
- Pinole website scrolling message
- Tabling outside local businesses if agreeable: Target, Trader Joe's, Sprouts, Kaiser, Osh, Starbucks etc.

Community Leaders

Local nonprofits

- Local Rotary
- Local Soroptimists- Richmond is nearest
- Local Kiwanis Clubs- Richmond is nearest
- Local Lions Club – Pinole/Richmond
- Places of Worship, including those with non-English services
 - Member of California Interfaith Power & Light
 - Christ the Lord Episcopal Church
 - Pinole United Methodist Church
- Local Sierra Club
- Water Districts
- Schools
- Mayor announcements at City Council

Organizations that work with Contra Costa businesses

- The Bayfront Chamber
- Farm Bureaus
- Visit Contra Costa

Targeted Outreach to Special Populations

ESL community

- Local Hispanic Market
- English Language Learning (ELL) Night Classes
- Family Centers
 - Tiny Tots daycare facility
 - City of Pinole youth center
- Spanish Clinics
- Hispanic Chambers of Commerce
- Non-Latino ELL

Senior and Veterans

- City of Pinole Senior Center

Community Specific Outreach Strategy: Pittsburg

To the extent possible, MCE will attempt to maximize the channels that cross into various Contra Costa communities. This general outreach will be complimented with community specific events and outreach, as outlined by the following pages. Staff and possibly Council members from each of the nine new MCE member communities will be asked to help refine their community's strategy, by helping MCE identify the most important media outlets, community leaders, local nonprofits, high-visibility events and other suggestions to reach the highest percentage of the population possible.

The City of Pittsburg is a jurisdiction of both progress and promise with a population of about 70,000. It is located at the point where the Sacramento and San Joaquin rivers meet and is home to a rich history of industry. It has substantial Latino, Asian, Pacific Islander, and African-American communities, and spans nearly 20 square miles. Pittsburg alone represents more than 8% of MCE's prospective additional electricity load, the third largest among all applicant communities. Pittsburg is home to two natural gas fired power plants as well as the Transbay Cable, a 53 mile high-voltage direct current underwater power transmission cable interconnecting PG&E's Pittsburg and Potrero power substations, which provides San Francisco with an estimated 40% of its baseload electricity needs. All these projects came to fruition under the Pittsburg Power Company which is the City's municipal utility. The City also has a small municipal utility (Island Energy), which serves Mare Island, Vallejo with natural gas and electricity services. The City has the resources and expertise of seasoned energy professionals as it explored the possibility of joining MCE. Currently, MCE is working with CalPine, AnswerNet, FutureBuild and the City to site a CCA call center in Pittsburg which will create 10 to 15 full time jobs.

Community Events & Tabling

- Annual Festivals
- Earth Day Events
- Farmers Markets
- Fourth of July Events
- Music in the Parks
- Other events as suggested by staff and the CLAG

Community Leaders

Local nonprofits

- Local Rotary
- Local Soroptimists
- Local Kiwanis Clubs
- Places of Worship, including those with non-English services
 - Member of California Interfaith Power & Light
 - Community Presbyterian Church of Pittsburg
 - Pittsburg United Methodist Church
- Local Sierra Club
- Pittsburg Art and Community Foundation

Organizations that work with Contra Costa businesses

- Chamber of Commerce

- Contra Costa Workforce Development Board
- Visit Contra Costa

Targeted Outreach to Special Populations

ESL community

- Local Hispanic Market
- English Language Learning (ELL) Night Classes
- Family Center
- Spanish Clinics
- Hispanic Chambers of Commerce
- Non-Latino ELL

Senior and Veterans

- Agency on Aging
- Senior centers

Community Specific Outreach Strategy: San Ramon

To the extent possible, MCE will attempt to maximize the channels that cross into various Contra Costa communities. This general outreach will be complimented with community specific events and outreach, as outlined by the following pages. Staff and possibly Council members from each of the nine new MCE member communities will be asked to help refine their community's strategy, by helping MCE identify the most important media outlets, community leaders, local nonprofits, high-visibility events and other suggestions to reach the highest percentage of the population possible.

The City of San Ramon is the namesake jurisdiction of the San Ramon Valley in the southwestern part of the County and is home to approximately 75,000. Its Bishop Ranch office park development is occupied by offices of multiple large corporations, including Chevron and AT&T. PG&E is among the City's largest employers.

Community Events & Tabling

- Annual Festivals
 - Art and Wine Festival
- Earth Day Events
- Farmers Markets
- Fourth of July Events
- Music in the Parks
- Other events as suggested by staff and the CLAG

Community Leaders

Local nonprofits

- Tassajara Valley Preservation Association
- Local Rotary
- Local Soroptimists
- Local Kiwanis Clubs
- Places of Worship, including those with non-English services
 - Member of California Interfaith Power & Light
 - St. Joan of Arc Catholic Church
- Local Sierra Club
- Water Districts
- Local service clubs

Organizations that work with Contra Costa businesses

- San Ramon Chamber of Commerce
- Bishop Ranch
- San Ramon Regional Medical Center
- Community Theater

Targeted Outreach to Special Populations

Senior and Veterans

- Senior Center

- Community Center

CITY OF FAIRFIELD

RESOLUTION NO. 2019 - 288

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD REQUESTING
MEMBERSHIP IN MARIN CLEAN ENERGY AND AUTHORIZING THE CITY
MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING AND ALL
OTHER RELATED DOCUMENTS**

WHEREAS, on September 24, 2002, the Governor of California signed into law Assembly Bill 117 (Statute 2002, Chapter 838; see California Public Utilities Code section 366.2; hereinafter referred to as the “Act”), which authorizes any California city or county, whose governing body so elects, to combine electricity load of its residents and businesses in a Community Choice Aggregation program (CCA); and

WHEREAS, on September 27, 2006, Assembly Bill 32 (AB 32), the Global Warming Solutions Act, was signed into law establishing the goal of reducing California’s greenhouse gas (GHG) emissions to 1990 levels by 2020; and

WHEREAS, the Act expressly authorizes participation in a CCA through a joint powers agency, and on December 19, 2008, Marin Clean Energy (MCE) was established as a joint powers authority pursuant to a Joint Powers Agreement, as amended from time to time; and

WHEREAS, on February 2, 2010, the California Public Utilities Commission certified the “Implementation Plan” of MCE, confirming MCE’s compliance with the requirements of the Act; and

WHEREAS, electricity is generated and provided by Pacific Gas and Electric Company (PG&E) with no alternative provider for the City of Fairfield. PG&E is currently meeting the 33% renewable portfolio standard to its power mix as required by Executive Order-S-14-08; and

WHEREAS, the City of Fairfield is committed to the development of renewable energy generation and energy efficiency improvements, reduction of GHG’s, and protection of the environment in supporting MCE’s electricity procurement plan that offers customers a minimum energy content of 60% renewable to up to 100% renewable; and

WHEREAS, MCE primarily sources its electrical energy from non-polluting renewables such as solar, wind, geothermal, bioenergy and hydroelectric; and

WHEREAS, the City of Fairfield finds it important that its residents, businesses and public facilities have alternative choices to energy procurement beyond PG&E; and

WHEREAS, the City of Fairfield finds that joining MCE will offer customers choice in their provider of electric generation and help meet the GHG emission reduction goals of AB 32; and

WHEREAS, the MCE Joint Powers Agreement requires the City of Fairfield to individually adopt a resolution requesting membership in the MCE Joint Powers Authority and adopt an ordinance electing to implement a CCA within its jurisdiction.

NOW THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. Joining a CCA does not constitute a “project” within the meaning of the Public Resources Code Section 21065, 14 California Code of Regulations Section 15060(c)(3), or 14 California Code of Regulations Section 15378 because it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and involves administrative activities that will not result in direct or indirect physical changes in the environment.

Section 2. The City Council of the City of Fairfield approves the MCE Clean Energy Joint Powers Agreement.

Section 3. The City Council of the City of Fairfield authorizes the implementation of a Community Choice Aggregation Program in the City of Fairfield.

Section 4. The City Council of the City of Fairfield authorizes the City Manager, or designee, to execute the Memorandum of Understanding with MCE subject to City Attorney or independent counsel approval.

Section 5. The City Council of the City of Fairfield requests membership in the MCE Joint Powers Authority.

Section 6. The City Council of the City of Fairfield requests the Board of Directors of MCE approve the City of Fairfield as a member of MCE Joint Powers Authority.

Section 7. The City Council of the City of Fairfield authorizes the City Manager, or designee, to execute other documents necessary or desirable to initiate membership with MCE, subject to City Attorney or independent counsel approval.

PASSED AND ADOPTED this 3rd day of December, 2019, by the following vote:

AYES: COUNCILMEMBERS: PRICE/BERTANI/MOY/TIMM/VACCARO

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

MAYOR

ATTEST:

CITY CLERK

Memorandum of Understanding between MCE and City of Fairfield Exploring Inclusion in MCE

This Memorandum of Understanding (MOU), regarding Marin Clean Energy (MCE) membership consideration is entered into by and between MCE and the City of Fairfield.

WHEREAS, the City of Fairfield has expressed interest in exploring membership in MCE, and

WHEREAS, MCE has a Policy to consider new community inclusion, subject to receipt of a complete application and subject to MCE analysis and approval, and

WHEREAS, MCE and the City of Fairfield are collaborating to determine the feasibility of including the City of Fairfield within MCE's Service area and approving the City of Fairfield's application for membership; and

WHEREAS, MCE and the City of Fairfield have a mutual interest in following the guidelines below,

NOW THEREFORE, the parties hereto agree as follows:

1. The City of Fairfield agrees to assign one staff member as primary point of contact with MCE. Assigned staff member will support and facilitate communication with other City of Fairfield staff and officials, as well as provide input and high-level assistance on community outreach.
2. The City of Fairfield will work with MCE to conduct public outreach about the MCE program to aid in outreach and education and to collect feedback from the community. Options to publicize include, but are not limited to, website, social media, public events, community workshops, and newsletter announcements, as well as distribution of flyers and handouts provided by MCE.
3. The City of Fairfield will complete and submit 'MCE Membership Application' to MCE.
4. After receipt of complete Membership Application MCE will conduct a quantitative analysis to determine feasibility of adding the City of Fairfield to the MCE Service Area, and approve membership if analysis results are positive.
5. Subject to membership approval by the MCE Board, the City of Fairfield agrees to publicize and share information about MCE within its community during the six-month enrollment period. Options to publicize include, but are not limited to, website, social

media, public events, community workshops, and newsletter announcements (where feasible), as well as distribution of flyers and handouts provided by MCE at City of Fairfield offices.

6. Subject to membership approval by the MCE Board, the City of Fairfield agrees to provide desk space for up to two MCE staff during the six-month enrollment period, and agrees to consider ongoing desk space availability if needed for effective and efficient outreach.

IN WITNESS WHEREOF, the parties hereto have executed this MOU.

Marin Clean Energy:

By: _____ Date _____
Dawn Weisz, CEO
MCE

City of Fairfield:

By: _____ Date _____
Sean P. Quinn, Interim City Manager
City of Fairfield

CITY OF FAIRFIELD

ORDINANCE NO. 2019 - 11

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD AUTHORIZING
THE IMPLEMENTATION OF A COMMUNITY CHOICE AGGREGATION PROGRAM
IN THE CITY OF FAIRFIELD AND AUTHORIZING THE CITY MANAGER TO
EXECUTE THE MARIN CLEAN ENERGY JOINT POWERS AGREEMENT**

WHEREAS, on September 24, 2002, the Governor of California signed into law Assembly Bill 117 (Statute 2002, Chapter 838; see California Public Utilities Code section 366.2; hereinafter referred to as the “Act”), which authorizes any California city or county, whose governing body so elects, to combine electricity load of its residents and businesses in a Community Choice Aggregation program (CCA); and

WHEREAS, on September 27, 2006, Assembly Bill 32 (AB 32), the Global Warming Solutions Act, was signed into law establishing the goal of reducing California’s greenhouse gas (GHG) emissions to 1990 levels by 2020; and

WHEREAS, the Act expressly authorizes participation in a CCA through a joint powers agency, and on December 19, 2008, Marin Clean Energy (MCE) was established as a joint powers authority pursuant to a Joint Powers Agreement, as amended from time to time; and

WHEREAS, on February 2, 2010, the California Public Utilities Commission certified the “Implementation Plan” of MCE, confirming MCE’s compliance with the requirements of the Act; and

WHEREAS, currently electricity is generated and provided to the residents of the City of Fairfield by Pacific Gas and Electric Company (PG&E) with no alternative provider for the City of Fairfield; and

WHEREAS, although PG&E is currently meeting the 33% renewable portfolio standard in its power mix as required by Executive Order-S-14-08, the City of Fairfield is committed to the development of renewable energy generation and energy efficiency improvements, reduction of GHG’s, and protection of the environment in supporting MCE’s electricity procurement plan that offers customers a minimum energy content of 60% renewable to up to 100% renewable; and

WHEREAS, MCE primarily sources its electrical energy from non-polluting renewables such as solar, wind, geothermal, bioenergy and hydroelectric; and

WHEREAS, the City of Fairfield finds it important that its residents, businesses and public facilities have alternative choices to energy procurement beyond PG&E; and

WHEREAS, the City of Fairfield finds that joining MCE will offer customers choice in their provider of electric generation and help meet the GHG emission reduction goals of AB 32; and

WHEREAS, the City of Fairfield finds that joining a CCA does not constitute a “project” within the meaning of the Public Resources Code Section 21065, 14 California Code of Regulations Section 15060(c)(3), or 14 California Code of Regulations Section 15378 because it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and involves administrative activities that will not result in direct or indirect physical changes in the environment; and

WHEREAS, the MCE Joint Powers Agreement requires the City of Fairfield to individually adopt a resolution requesting membership in the MCE Joint Powers Authority and adopt an ordinance electing to implement a CCA within its jurisdiction.

NOW THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD DOES ORDAIN AS FOLLOWS:

Section 1. The recitals above are true and correct and are incorporated by this reference and constitute findings in this matter.

Section 2. Joining a CCA does not constitute a “project” within the meaning of Public Resources Code Section 21065, 14 California Code of Regulations Section 15060(c)(3), or 14 California Code of Regulations Section 15378.

Section 3. The City Council of the City of Fairfield authorizes the implementation of a Community Choice Aggregation Program in the City of Fairfield and authorizes the City Manager to execute the MCE Joint Powers Agreement.

Section 4. Any portion of this ordinance deemed invalid or unenforceable shall be severed from the remainder, which shall remain in full force and effect.

Section 5. This ordinance shall take effect 30 days after its adoption.

Section 6. A summary of this ordinance will be published within 15 days after its adoption in the Fairfield Daily Republic, a newspaper of general circulation in the City of Fairfield.

INTRODUCED at a regular meeting of the City Council of the City of Fairfield on the 3rd day of December, 2019: and

PASSED AND ADOPTED this ____ day of _____, _____, by the following vote:

AYES: COUNCILMEMBERS: PRICE/BERTANI/MOY/TIMM/VACCARO

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

MAYOR

ATTEST:

CITY CLERK

**Marin Energy Authority
- Joint Powers Agreement -**

Effective December 19, 2008

**As amended by Amendment No. 1 dated December 3, 2009
As further amended by Amendment No. 2 dated March 4, 2010
As further amended by Amendment No. 3 dated May 6, 2010
As further amended by Amendment No. 4 dated December 1, 2011
As further amended by Amendment No. 5 dated July 5, 2012
As further amended by Amendment No. 6 dated September 5, 2013
As further amended by Amendment No. 7 dated December 5, 2013
As further amended by Amendment No. 8 dated September 4, 2014
As further amended by Amendment No. 9 dated December 4, 2014
As further amended by Amendment No. 10 dated April 21, 2016
As further amended by Amendment No. 11 dated May 19, 2016
As further amended by Amendment No. 12 dated July 20, 2017
As further amended by Amendment No. 13 dated October 18, 2018**

Among The Following Parties:

**City of American Canyon
City of Belvedere
City of Benicia
City of Calistoga
City of Concord
Town of Corte Madera
Town of Danville
City of El Cerrito
Town of Fairfax
City of Lafayette
City of Larkspur
City of Martinez
Town of Moraga
City of Mill Valley
City of Napa
City of Novato
City of Oakley
City of Pinole
City of Pittsburg
City of Richmond
Town of Ross**

**Town of San Anselmo
City of San Pablo
City of San Rafael
City of San Ramon
City of Sausalito
City of St. Helena
Town of Tiburon
City of Walnut Creek
Town of Yountville
County of Contra Costa
County of Marin
County of Napa
County of Solano**

MARIN ENERGY AUTHORITY JOINT POWERS AGREEMENT

This **Joint Powers Agreement** ("Agreement"), effective as of December 19, 2008, is made and entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Section 6500 et seq.) of the California Government Code relating to the joint exercise of powers among the parties set forth in Exhibit B ("Parties"). The term "Parties" shall also include an incorporated municipality or county added to this Agreement in accordance with Section 3.1.

RECITALS

1. The Parties are either incorporated municipalities or counties sharing various powers under California law, including but not limited to the power to purchase, supply, and aggregate electricity for themselves and their inhabitants.
2. In 2006, the State Legislature adopted AB 32, the Global Warming Solutions Act, which mandates a reduction in greenhouse gas emissions in 2020 to 1990 levels. The California Air Resources Board is promulgating regulations to implement AB 32 which will require local government to develop programs to reduce greenhouse emissions.
3. The purposes for the Initial Participants (as such term is defined in Section 2.2 below) entering into this Agreement include addressing climate change by reducing energy related greenhouse gas emissions and securing energy supply and price stability, energy efficiencies and local economic benefits. It is the intent of this Agreement to promote the development and use of a wide range of renewable energy sources and energy efficiency programs, including but not limited to solar and wind energy production.
4. The Parties desire to establish a separate public agency, known as the Marin Energy Authority ("Authority"), under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.) ("Act") in order to collectively study, promote, develop, conduct, operate, and manage energy programs.
5. The Initial Participants have each adopted an ordinance electing to implement through the Authority Community Choice Aggregation, an electric service enterprise agency available to cities and counties pursuant to California Public Utilities Code Section 366.2 ("CCA Program"). The first priority of the Authority will be the consideration of those actions necessary to implement the CCA Program. Regardless of whether or not Program Agreement 1 is approved and the CCA Program becomes operational, the parties intend for the Authority to continue to study, promote, develop, conduct, operate and manage other energy programs.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is agreed by and among the Parties as follows:

ARTICLE 1 CONTRACT DOCUMENTS

- 1.1 **Definitions.** Capitalized terms used in the Agreement shall have the meanings specified in Exhibit A, unless the context requires otherwise.
- 1.2 **Documents Included.** This Agreement consists of this document and the following exhibits, all of which are hereby incorporated into this Agreement.
- | | |
|------------|---------------------|
| Exhibit A: | Definitions |
| Exhibit B: | List of the Parties |
| Exhibit C: | Annual Energy Use |
| Exhibit D: | Voting Shares |
- 1.3 **Revision of Exhibits.** The Parties agree that Exhibits B, C and D to this Agreement describe certain administrative matters that may be revised upon the approval of the Board, without such revision constituting an amendment to this Agreement, as described in Section 8.4. The Authority shall provide written notice to the Parties of the revision of any such exhibit.

ARTICLE 2 FORMATION OF MARIN ENERGY AUTHORITY

- 2.1 **Effective Date and Term.** This Agreement shall become effective and Marin Energy Authority shall exist as a separate public agency on the date this Agreement is executed by at least two Initial Participants after the adoption of the ordinances required by Public Utilities Code Section 366.2(c)(10). The Authority shall provide notice to the Parties of the Effective Date. The Authority shall continue to exist, and this Agreement shall be effective, until this Agreement is terminated in accordance with Section 7.4, subject to the rights of the Parties to withdraw from the Authority.
- 2.2 **Initial Participants.** During the first 180 days after the Effective Date, all other Initial Participants may become a Party by executing this Agreement and delivering an executed copy of this Agreement and a copy of the adopted ordinance required by Public Utilities Code Section 366.2(c)(10) to the Authority. Additional conditions, described in Section 3.1, may apply (i) to either an incorporated municipality or county desiring to become a Party and is not an Initial Participant and (ii) to Initial Participants that have not executed and delivered this Agreement within the time period described above.

- 2.3 Formation.** There is formed as of the Effective Date a public agency named the Marin Energy Authority. Pursuant to Sections 6506 and 6507 of the Act, the Authority is a public agency separate from the Parties. The debts, liabilities or obligations of the Authority shall not be debts, liabilities or obligations of the individual Parties unless the governing board of a Party agrees in writing to assume any of the debts, liabilities or obligations of the Authority. A Party who has not agreed to assume an Authority debt, liability or obligation shall not be responsible in any way for such debt, liability or obligation even if a majority of the Parties agree to assume the debt, liability or obligation of the Authority. Notwithstanding Section 8.4 of this Agreement, this Section 2.3 may not be amended unless such amendment is approved by the governing board of each Party.
- 2.4 Purpose.** The purpose of this Agreement is to establish an independent public agency in order to exercise powers common to each Party to study, promote, develop, conduct, operate, and manage energy and energy-related climate change programs, and to exercise all other powers necessary and incidental to accomplishing this purpose. Without limiting the generality of the foregoing, the Parties intend for this Agreement to be used as a contractual mechanism by which the Parties are authorized to participate as a group in the CCA Program, as further described in Section 5.1. The Parties intend that subsequent agreements shall define the terms and conditions associated with the actual implementation of the CCA Program and any other energy programs approved by the Authority.
- 2.5 Powers.** The Authority shall have all powers common to the Parties and such additional powers accorded to it by law. The Authority is authorized, in its own name, to exercise all powers and do all acts necessary and proper to carry out the provisions of this Agreement and fulfill its purposes, including, but not limited to, each of the following:
- 2.5.1** make and enter into contracts;
 - 2.5.2** employ agents and employees, including but not limited to an Executive Director;
 - 2.5.3** acquire, contract, manage, maintain, and operate any buildings, works or improvements;
 - 2.5.4** acquire by eminent domain, or otherwise, except as limited under Section 6508 of the Act, and to hold or dispose of any property;
 - 2.5.5** lease any property;
 - 2.5.6** sue and be sued in its own name;
 - 2.5.7** incur debts, liabilities, and obligations, including but not limited to loans from private lending sources pursuant to its temporary borrowing powers such as Government Code Section 53850 et seq. and authority under the Act;
 - 2.5.8** issue revenue bonds and other forms of indebtedness;
 - 2.5.9** apply for, accept, and receive all licenses, permits, grants, loans or other aids from any federal, state or local public agency;

- 2.5.10 submit documentation and notices, register, and comply with orders, tariffs and agreements for the establishment and implementation of the CCA Program and other energy programs;
 - 2.5.11 adopt rules, regulations, policies, bylaws and procedures governing the operation of the Authority (“Operating Rules and Regulations”); and
 - 2.5.12 make and enter into service agreements relating to the provision of services necessary to plan, implement, operate and administer the CCA Program and other energy programs, including the acquisition of electric power supply and the provision of retail and regulatory support services.
- 2.6 **Limitation on Powers.** As required by Government Code Section 6509, the power of the Authority is subject to the restrictions upon the manner of exercising power possessed by the County of Marin.
- 2.7 **Compliance with Local Zoning and Building Laws.** Notwithstanding any other provisions of this Agreement or state law, any facilities, buildings or structures located, constructed or caused to be constructed by the Authority within the territory of the Authority shall comply with the General Plan, zoning and building laws of the local jurisdiction within which the facilities, buildings or structures are constructed.

ARTICLE 3 AUTHORITY PARTICIPATION

- 3.1 **Addition of Parties.** Subject to Section 2.2, relating to certain rights of Initial Participants, other incorporated municipalities and counties may become Parties upon (a) the adoption of a resolution by the governing body of such incorporated municipality or such county requesting that the incorporated municipality or county, as the case may be, become a member of the Authority, (b) the adoption, by an affirmative vote of the Board satisfying the requirements described in Section 4.9.1, of a resolution authorizing membership of the additional incorporated municipality or county, specifying the membership payment, if any, to be made by the additional incorporated municipality or county to reflect its pro rata share of organizational, planning and other pre-existing expenditures, and describing additional conditions, if any, associated with membership, (c) the adoption of an ordinance required by Public Utilities Code Section 366.2(c)(10) and execution of this Agreement and other necessary program agreements by the incorporated municipality or county, (d) payment of the membership payment, if any, and (e) satisfaction of any conditions established by the Board. Notwithstanding the foregoing, in the event the Authority decides to not implement a CCA Program, the requirement that an additional party adopt the ordinance required by Public Utilities Code Section 366.2(c)(10) shall not apply. Under such circumstance, the Board resolution authorizing membership of an additional incorporated municipality or county shall be adopted in accordance with the voting requirements of Section 4.10.

- 3.2 **Continuing Participation.** The Parties acknowledge that membership in the Authority may change by the addition and/or withdrawal or termination of Parties. The Parties agree to participate with such other Parties as may later be added, as described in Section 3.1. The Parties also agree that the withdrawal or termination of a Party shall not affect this Agreement or the remaining Parties' continuing obligations under this Agreement.

ARTICLE 4 GOVERNANCE AND INTERNAL ORGANIZATION

- 4.1 **Board of Directors.** The governing body of the Authority shall be a Board of Directors ("Board") consisting of one director for each Party appointed in accordance with Section 4.2.
- 4.2 **Appointment and Removal of Directors.** The Directors shall be appointed and may be removed as follows:
- 4.2.1 The governing body of each Party shall appoint and designate in writing one regular Director who shall be authorized to act for and on behalf of the Party on matters within the powers of the Authority. The governing body of each Party also shall appoint and designate in writing one alternate Director who may vote on matters when the regular Director is absent from a Board meeting. The person appointed and designated as the Director or the alternate Director shall be a member of the governing body of the Party. As an alternative to appointing its own Director and alternate Director, the governing body of any Party may elect to designate another Party within the same county (the "designated Party") to represent it on the Board with the Director and alternate Director from the designated Party (the "consolidated Parties"). Notwithstanding any provision in this Agreement to the contrary, in the case of such an election by one or more Parties in the same county, the designated Party shall have the combined votes and voting shares of the consolidated Parties and shall vote on behalf of the consolidated Parties. The governing body of a Party may revoke its designation of another Party to vote on its behalf at any time. Neither an election by a Party to designate another Party to vote on its behalf or a revocation of this election shall be effective unless provided in a written notice to the Authority.
- 4.2.2 The Operating Rules and Regulations, to be developed and approved by the Board in accordance with Section 2.5.11, shall specify the reasons for and process associated with the removal of an individual Director for cause. Notwithstanding the foregoing, no Party shall be deprived of its right to seat a Director on the Board and any such Party for which its

Director and/or alternate Director has been removed may appoint a replacement.

- 4.3 Terms of Office.** Each Director shall serve at the pleasure of the governing body of the Party that the Director represents, and may be removed as Director by such governing body at any time. If at any time a vacancy occurs on the Board, a replacement shall be appointed to fill the position of the previous Director in accordance with the provisions of Section 4.2 within 90 days of the date that such position becomes vacant.
- 4.4 Quorum.** A majority of the Directors shall constitute a quorum, except that less than a quorum may adjourn from time to time in accordance with law.
- 4.5 Powers and Function of the Board.** The Board shall conduct or authorize to be conducted all business and activities of the Authority, consistent with this Agreement, the Authority Documents, the Operating Rules and Regulations, and applicable law.
- 4.6 Executive Committee.** The Board may establish an executive committee consisting of a smaller number of Directors. The Board may delegate to the executive committee such authority as the Board might otherwise exercise, subject to limitations placed on the Board's authority to delegate certain essential functions, as described in the Operating Rules and Regulations. The Board may not delegate to the Executive Committee or any other committee its authority under Section 2.5.11 to adopt and amend the Operating Rules and Regulations.
- 4.7 Commissions, Boards and Committees.** The Board may establish any advisory commissions, boards and committees as the Board deems appropriate to assist the Board in carrying out its functions and implementing the CCA Program, other energy programs and the provisions of this Agreement.
- 4.8 Director Compensation.** Compensation for work performed by Directors on behalf of the Authority shall be borne by the Party that appointed the Director. The Board, however, may adopt by resolution a policy relating to the reimbursement of expenses incurred by Directors.
- 4.9 Board Voting Related to the CCA Program.**
- 4.9.1.** To be effective, on all matters specifically related to the CCA Program, a vote of the Board shall consist of the following: (1) a majority of all Directors shall vote in the affirmative or such higher voting percentage expressly set forth in Sections 7.2 and 8.4 (the "percentage vote") and (2) the corresponding voting shares (as described in Section 4.9.2 and Exhibit D) of all such Directors voting in the affirmative shall exceed 50%, or such other higher voting shares percentage expressly set forth in Sections 7.2 and 8.4 (the "percentage voting shares"), provided that, in instances in which such other higher voting share percentage would result in any one

Director having a voting share that equals or exceeds that which is necessary to disapprove the matter being voted on by the Board, at least one other Director shall be required to vote in the negative in order to disapprove such matter.

4.9.2. Unless otherwise stated herein, voting shares of the Directors shall be determined by combining the following: (1) an equal voting share for each Director determined in accordance with the formula detailed in Section 4.9.2.1, below; and (2) an additional voting share determined in accordance with the formula detailed in Section 4.9.2.2, below.

4.9.2.1 Pro Rata Voting Share. Each Director shall have an equal voting share as determined by the following formula: $(1/\text{total number of Directors})$ multiplied by 50, and

4.9.2.2 Annual Energy Use Voting Share. Each Director shall have an additional voting share as determined by the following formula: $(\text{Annual Energy Use}/\text{Total Annual Energy})$ multiplied by 50, where (a) "Annual Energy Use" means, (i) with respect to the first 5 years following the Effective Date, the annual electricity usage, expressed in kilowatt hours ("kWhs"), within the Party's respective jurisdiction and (ii) with respect to the period after the fifth anniversary of the Effective Date, the annual electricity usage, expressed in kWhs, of accounts within a Party's respective jurisdiction, and any additional jurisdictions which they represent, that are served by the Authority and (b) "Total Annual Energy" means the sum of all Parties' Annual Energy Use. The initial values for Annual Energy use are designated in Exhibit C, and shall be adjusted annually as soon as reasonably practicable after January 1, but no later than March 1 of each year

4.9.2.3 The voting shares are set forth in Exhibit D. Exhibit D may be updated to reflect revised annual energy use amounts and any changes in the parties to the Agreement without amending the Agreement provided that the Board is provided a copy of the updated Exhibit D.

4.10 Board Voting on General Administrative Matters and Programs Not Involving CCA. Except as otherwise provided by this Agreement or the Operating Rules and Regulations, each member shall have one vote on general administrative matters, including but not limited to the adoption and amendment of the Operating Rules and Regulations, and energy programs not involving CCA. Action on these items shall be determined by a majority vote of the quorum present and voting on the item or such higher voting percentage expressly set forth in Sections 7.2 and 8.4.

4.11 Board Voting on CCA Programs Not Involving CCA That Require Financial Contributions. The approval of any program or other activity not involving CCA that requires financial contributions by individual Parties shall be approved only by a majority vote of the full membership of the Board subject to the right of any Party who votes against the program or activity to opt-out of such program or activity pursuant to this section. The Board shall provide at least 45 days prior written notice to each Party before it considers the program or activity for adoption at a Board meeting. Such notice shall be provided to the governing body and the chief administrative officer, city manager or town manager of each Party. The Board also shall provide written notice of such program or activity adoption to the above-described officials of each Party within 5 days after the Board adopts the program or activity. Any Party voting against the approval of a program or other activity of the Authority requiring financial contributions by individual Parties may elect to opt-out of participation in such program or activity by providing written notice of this election to the Board within 30 days after the program or activity is approved by the Board. Upon timely exercising its opt-out election, a Party shall not have any financial obligation or any liability whatsoever for the conduct or operation of such program or activity.

4.12 Meetings and Special Meetings of the Board. The Board shall hold at least four regular meetings per year, but the Board may provide for the holding of regular meetings at more frequent intervals. The date, hour and place of each regular meeting shall be fixed by resolution or ordinance of the Board. Regular meetings may be adjourned to another meeting time. Special meetings of the Board may be called in accordance with the provisions of California Government Code Section 54956. Directors may participate in meetings telephonically, with full voting rights, only to the extent permitted by law. All meetings of the Board shall be conducted in accordance with the provisions of the Ralph M. Brown Act (California Government Code Section 54950 et seq.).

4.13 Selection of Board Officers.

4.13.1 Chair and Vice Chair. The Directors shall select, from among themselves, a Chair, who shall be the presiding officer of all Board meetings, and a Vice Chair, who shall serve in the absence of the Chair. The term of office of the Chair and Vice Chair shall continue for one year, but there shall be no limit on the number of terms held by either the Chair or Vice Chair. The office of either the Chair or Vice Chair shall be declared vacant and a new selection shall be made if: (a) the person serving dies, resigns, or the Party that the person represents removes the person as its representative on the Board or (b) the Party that he or she represents withdraws from the Authority pursuant to the provisions of this Agreement.

4.13.2 Secretary. The Board shall appoint a Secretary, who need not be a member of the Board, who shall be responsible for keeping the minutes of

all meetings of the Board and all other official records of the Authority.

4.13.3 Treasurer and Auditor. The Board shall appoint a qualified person to act as the Treasurer and a qualified person to act as the Auditor, neither of whom needs to be a member of the Board. If the Board so designates, and in accordance with the provisions of applicable law, a qualified person may hold both the office of Treasurer and the office of Auditor of the Authority. Unless otherwise exempted from such requirement, the Authority shall cause an independent audit to be made by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act. The Treasurer shall act as the depositary of the Authority and have custody of all the money of the Authority, from whatever source, and as such, shall have all of the duties and responsibilities specified in Section 6505.5 of the Act. The Board may require the Treasurer and/or Auditor to file with the Authority an official bond in an amount to be fixed by the Board, and if so requested the Authority shall pay the cost of premiums associated with the bond. The Treasurer shall report directly to the Board and shall comply with the requirements of treasurers of incorporated municipalities. The Board may transfer the responsibilities of Treasurer to any person or entity as the law may provide at the time. The duties and obligations of the Treasurer are further specified in Article 6.

4.14 Administrative Services Provider. The Board may appoint one or more administrative services providers to serve as the Authority's agent for planning, implementing, operating and administering the CCA Program, and any other program approved by the Board, in accordance with the provisions of a written agreement between the Authority and the appointed administrative services provider or providers that will be known as an Administrative Services Agreement. The Administrative Services Agreement shall set forth the terms and conditions by which the appointed administrative services provider shall perform or cause to be performed all tasks necessary for planning, implementing, operating and administering the CCA Program and other approved programs. The Administrative Services Agreement shall set forth the term of the Agreement and the circumstances under which the Administrative Services Agreement may be terminated by the Authority. This section shall not in any way be construed to limit the discretion of the Authority to hire its own employees to administer the CCA Program or any other program.

ARTICLE 5 IMPLEMENTATION ACTION AND AUTHORITY DOCUMENTS

5.1 Preliminary Implementation of the CCA Program.

5.1.1 Enabling Ordinance. Except as otherwise provided by Section 3.1, prior to the execution of this Agreement, each Party shall adopt an ordinance in accordance with Public Utilities Code Section 366.2(c)(10) for the purpose of specifying that the Party intends to implement a CCA Program by and through its participation in the Authority.

5.1.2 Implementation Plan. The Authority shall cause to be prepared an Implementation Plan meeting the requirements of Public Utilities Code Section 366.2 and any applicable Public Utilities Commission regulations as soon after the Effective Date as reasonably practicable. The Implementation Plan shall not be filed with the Public Utilities Commission until it is approved by the Board in the manner provided by Section 4.9.

5.1.3 Effect of Vote On Required Implementation Action. In the event that two or more Parties vote to approve Program Agreement 1 or any earlier action required for the implementation of the CCA Program ("Required Implementation Action"), but such vote is insufficient to approve the Required Implementation Action under Section 4.9, the following will occur:

5.1.3.1 The Parties voting against the Required Implementation Action shall no longer be a Party to this Agreement and this Agreement shall be terminated, without further notice, with respect to each of the Parties voting against the Required Implementation Action at the time this vote is final. The Board may take a provisional vote on a Required Implementation Action in order to initially determine the position of the Parties on the Required Implementation Action. A vote, specifically stated in the record of the Board meeting to be a provisional vote, shall not be considered a final vote with the consequences stated above. A Party who is terminated from this Agreement pursuant to this section shall be considered the same as a Party that voluntarily withdrew from the Agreement under Section 7.1.1.1.

5.1.3.2 After the termination of any Parties pursuant to Section 5.1.3.1, the remaining Parties to this Agreement shall be only the Parties who voted in favor of the Required Implementation Action.

5.1.4 Termination of CCA Program. Nothing contained in this Article or this Agreement shall be construed to limit the discretion of the Authority to terminate the implementation or operation of the CCA Program at any

time in accordance with any applicable requirements of state law.

- 5.2 Authority Documents.** The Parties acknowledge and agree that the affairs of the Authority will be implemented through various documents duly adopted by the Board through Board resolution, including but not necessarily limited to the Operating Rules and Regulations, the annual budget, and specified plans and policies defined as the Authority Documents by this Agreement. The Parties agree to abide by and comply with the terms and conditions of all such Authority Documents that may be adopted by the Board, subject to the Parties' right to withdraw from the Authority as described in Article 7.

ARTICLE 6 FINANCIAL PROVISIONS

- 6.1 Fiscal Year.** The Authority's fiscal year shall be 12 months commencing April 1 and ending March 31. The fiscal year may be changed by Board resolution.
- 6.2 Depository.**
- 6.2.1** All funds of the Authority shall be held in separate accounts in the name of the Authority and not commingled with funds of any Party or any other person or entity.
- 6.2.2** All funds of the Authority shall be strictly and separately accounted for, and regular reports shall be rendered of all receipts and disbursements, at least quarterly during the fiscal year. The books and records of the Authority shall be open to inspection by the Parties at all reasonable times. The Board shall contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of the Authority, which shall be conducted in accordance with the requirements of Section 6505 of the Act.
- 6.2.3** All expenditures shall be made in accordance with the approved budget and upon the approval of any officer so authorized by the Board in accordance with its Operating Rules and Regulations. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the prior approval of the Board.
- 6.3 Budget and Recovery Costs.**
- 6.3.1 Budget.** The initial budget shall be approved by the Board. The Board may revise the budget from time to time through an Authority Document as may be reasonably necessary to address contingencies and unexpected

expenses. All subsequent budgets of the Authority shall be prepared and approved by the Board in accordance with the Operating Rules and Regulations.

6.3.2 County Funding of Initial Costs. The County of Marin shall fund the Initial Costs of the Authority in implementing the CCA Program in an amount not to exceed \$500,000 unless a larger amount of funding is approved by the Board of Supervisors of the County. This funding shall be paid by the County at the times and in the amounts required by the Authority. In the event that the CCA Program becomes operational, these Initial Costs paid by the County of Marin shall be included in the customer charges for electric services as provided by Section 6.3.4 to the extent permitted by law, and the County of Marin shall be reimbursed from the payment of such charges by customers of the Authority. The Authority may establish a reasonable time period over which such costs are recovered. In the event that the CCA Program does not become operational, the County of Marin shall not be entitled to any reimbursement of the Initial Costs it has paid from the Authority or any Party.

6.3.3 CCA Program Costs. The Parties desire that, to the extent reasonably practicable, all costs incurred by the Authority that are directly or indirectly attributable to the provision of electric services under the CCA Program, including the establishment and maintenance of various reserve and performance funds, shall be recovered through charges to CCA customers receiving such electric services.

6.3.4 General Costs. Costs that are not directly or indirectly attributable to the provision of electric services under the CCA Program, as determined by the Board, shall be defined as general costs. General costs shall be shared among the Parties on such basis as the Board shall determine pursuant to an Authority Document.

6.3.5 Other Energy Program Costs. Costs that are directly or indirectly attributable to energy programs approved by the Authority other than the CCA Program shall be shared among the Parties on such basis as the Board shall determine pursuant to an Authority Document.

ARTICLE 7 WITHDRAWAL AND TERMINATION

7.1 Withdrawal.

7.1.1 General.

7.1.1.1 Prior to the Authority's execution of Program Agreement 1, any Party may withdraw its membership in the Authority by giving no less than 30 days advance written notice of its election to do so, which notice shall be given to the Authority and each Party. To permit consideration by the governing body of each Party, the Authority shall provide a copy of the proposed Program Agreement 1 to each Party at least 90 days prior to the consideration of such agreement by the Board.

7.1.1.2 Subsequent to the Authority's execution of Program Agreement 1, a Party may withdraw its membership in the Authority, effective as of the beginning of the Authority's fiscal year, by giving no less than 6 months advance written notice of its election to do so, which notice shall be given to the Authority and each Party, and upon such other conditions as may be prescribed in Program Agreement 1.

7.1.2 Amendment. Notwithstanding Section 7.1.1, a Party may withdraw its membership in the Authority following an amendment to this Agreement in the manner provided by Section 8.4.

7.1.3 Continuing Liability; Further Assurances. A Party that withdraws its membership in the Authority may be subject to certain continuing liabilities, as described in Section 7.3. The withdrawing Party and the Authority shall execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, as determined by the Board, to effectuate the orderly withdrawal of such Party from membership in the Authority. The Operating Rules and Regulations shall prescribe the rights if any of a withdrawn Party to continue to participate in those Board discussions and decisions affecting customers of the CCA Program that reside or do business within the jurisdiction of the Party.

7.2 Involuntary Termination of a Party. This Agreement may be terminated with respect to a Party for material non-compliance with provisions of this Agreement or the Authority Documents upon an affirmative vote of the Board in which the minimum percentage vote and percentage voting shares, as described in Section 4.9.1, shall be no less than 67%, excluding the vote and voting shares of the Party subject to possible termination. Prior to any vote to terminate this Agreement with respect to a Party, written notice of the proposed termination and the reason(s) for such termination shall be delivered to the Party whose termination is proposed at least 30 days prior to the regular Board meeting at which such matter shall first be discussed as an agenda item. The written notice of proposed termination shall specify the particular provisions of this Agreement or the Authority Documents that the Party has allegedly violated. The Party subject to possible termination

shall have the opportunity at the next regular Board meeting to respond to any reasons and allegations that may be cited as a basis for termination prior to a vote regarding termination. A Party that has had its membership in the Authority terminated may be subject to certain continuing liabilities, as described in Section 7.3. In the event that the Authority decides to not implement the CCA Program, the minimum percentage vote of 67% shall be conducted in accordance with Section 4.10 rather than Section 4.9.1.

- 7.3 **Continuing Liability; Refund.** Upon a withdrawal or involuntary termination of a Party, the Party shall remain responsible for any claims, demands, damages, or liabilities arising from the Party's membership in the Authority through the date of its withdrawal or involuntary termination, it being agreed that the Party shall not be responsible for any claims, demands, damages, or liabilities arising after the date of the Party's withdrawal or involuntary termination. In addition, such Party also shall be responsible for any costs or obligations associated with the Party's participation in any program in accordance with the provisions of any agreements relating to such program provided such costs or obligations were incurred prior to the withdrawal of the Party. The Authority may withhold funds otherwise owing to the Party or may require the Party to deposit sufficient funds with the Authority, as reasonably determined by the Authority, to cover the Party's liability for the costs described above. Any amount of the Party's funds held on deposit with the Authority above that which is required to pay any liabilities or obligations shall be returned to the Party.
- 7.4 **Mutual Termination.** This Agreement may be terminated by mutual agreement of all the Parties; provided, however, the foregoing shall not be construed as limiting the rights of a Party to withdraw its membership in the Authority, and thus terminate this Agreement with respect to such withdrawing Party, as described in Section 7.1.
- 7.5 **Disposition of Property upon Termination of Authority.** Upon termination of this Agreement as to all Parties, any surplus money or assets in possession of the Authority for use under this Agreement, after payment of all liabilities, costs, expenses, and charges incurred under this Agreement and under any program documents, shall be returned to the then-existing Parties in proportion to the contributions made by each.

ARTICLE 8 MISCELLANEOUS PROVISIONS

- 8.1 **Dispute Resolution.** The Parties and the Authority shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. Should

such efforts to settle a dispute, after reasonable efforts, fail, the dispute shall be settled by binding arbitration in accordance with policies and procedures established by the Board.

- 8.2 Liability of Directors, Officers, and Employees.** The Directors, officers, and employees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No current or former Director, officer, or employee will be responsible for any act or omission by another Director, officer, or employee. The Authority shall defend, indemnify and hold harmless the individual current and former Directors, officers, and employees for any acts or omissions in the scope of their employment or duties in the manner provided by Government Code Section 995 et seq. Nothing in this section shall be construed to limit the defenses available under the law, to the Parties, the Authority, or its Directors, officers, or employees.
- 8.3 Indemnification of Parties.** The Authority shall acquire such insurance coverage as is necessary to protect the interests of the Authority, the Parties and the public. The Authority shall defend, indemnify and hold harmless the Parties and each of their respective Board or Council members, officers, agents and employees, from any and all claims, losses, damages, costs, injuries and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the Authority under this Agreement.
- 8.4 Amendment of this Agreement.** This Agreement may be amended by an affirmative vote of the Board in which the minimum percentage vote and percentage voting shares, as described in Section 4.9.1, shall be no less than 67%. The Authority shall provide written notice to all Parties of amendments to this Agreement, including the effective date of such amendments. A Party shall be deemed to have withdrawn its membership in the Authority effective immediately upon the vote of the Board approving an amendment to this Agreement if the Director representing such Party has provided notice to the other Directors immediately preceding the Board's vote of the Party's intention to withdraw its membership in the Authority should the amendment be approved by the Board. As described in Section 7.3, a Party that withdraws its membership in the Authority in accordance with the above-described procedure may be subject to continuing liabilities incurred prior to the Party's withdrawal. In the event that the Authority decides to not implement the CCA Program, the minimum percentage vote of 67% shall be conducted in accordance with Section 4.10 rather than Section 4.9.1.
- 8.5 Assignment.** Except as otherwise expressly provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the advance written consent of all of the other Parties, and any attempt to assign or delegate such rights or duties in contravention of this Section 8.5 shall be null and void. This Agreement shall inure to the benefit of, and be binding upon, the

successors and assigns of the Parties. This Section 8.5 does not prohibit a Party from entering into an independent agreement with another agency, person, or entity regarding the financing of that Party's contributions to the Authority, or the disposition of proceeds which that Party receives under this Agreement, so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Authority or the Parties under this Agreement.

- 8.6 Severability.** If one or more clauses, sentences, paragraphs or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the Parties, that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs or provision shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.
- 8.7 Further Assurances.** Each Party agrees to execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, to effectuate the purposes and intent of this Agreement.
- 8.8 Execution by Counterparts.** This Agreement may be executed in any number of counterparts, and upon execution by all Parties, each executed counterpart shall have the same force and effect as an original instrument and as if all Parties had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.
- 8.9 Parties to be Served Notice.** Any notice authorized or required to be given pursuant to this Agreement shall be validly given if served in writing either personally, by deposit in the United States mail, first class postage prepaid with return receipt requested, or by a recognized courier service. Notices given (a) personally or by courier service shall be conclusively deemed received at the time of delivery and receipt and (b) by mail shall be conclusively deemed given 48 hours after the deposit thereof (excluding Saturdays, Sundays and holidays) if the sender receives the return receipt. All notices shall be addressed to the office of the clerk or secretary of the Authority or Party, as the case may be, or such other person designated in writing by the Authority or Party. Notices given to one Party shall be copied to all other Parties. Notices given to the Authority shall be copied to all Parties.

ARTICLE 9

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: Leon Garcia

Name: Leon Garcia

Title: Mayor

Date: 4.7.16

Party: City of American Canyon

**ARTICLE 9
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: 

Name: Thomas Cronwell

Title: Mayor

Date: December 8, 2008

Party: City of Berkeley

ARTICLE 9

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: 

Name: Elizabeth Patterson

Title: Mayer

Date: 12.29.14

Party: City of Benicia

APPROVED AS TO FORM

CITY ATTORNEY

ARTICLE 9

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement
establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: 

Name: Dylan Fark

Title: City Manager

Date: April 7, 2016

Party: City of Calistoga

ARTICLE 9

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority).

By: 

Name: Valerie J. Barode

Title: City Manager

Date: July 24, 2017

Party: City of Concord

**ARTICLE 9
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement
establishing the Merin Energy Authority.

By: [Signature]

Name: Alexandra Cook

Title: Mayor

Date: December 6, 2011

Party: Town of Corte Madera

ATTEST

[Signature]
Christine Green, Town Clerk

ARTICLE 9

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: _____

Name: _____

Title: Town Manager _____

Date: July 17, 2017 _____

Party: Town of Danville

ARTICLE 9

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: _____

Name: Scott Martin

Title: City Manager

Date: _____

Party: City of El Cerrito

**ARTICLE 9
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: David Weinert

Name: David Weinert

Title: Mayor

Date: 2.12.09

Party: Town of Fairfax

ARTICLE 9

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: _____

Name: Sean P. Quinn

Title: Interim City Manager

Date: _____

Party: City of Fairfield

ARTICLE 9

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: 

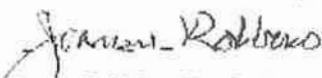
Name: Mark Mitchell

Title: Mayor

Date: 3-14-16

Party: City of Lafayette

Attest:


Joanne Robbins, City Clerk

**ARTICLE 9
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement
establishing the Marin Energy Authority.

By: 

Name: Larry Chu

Title: Mayor, Larkspur


Date: November 16, 2011

Party: CITY OF LARKSPUR

ARTICLE 9

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: 

Name: Brad Kilgor

Title: City Manager

Date: 7/26/17

Party: City of Martinez

ARTICLE 9

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: 

Name: Robert Priebe

Title: Town Manager

Date: July 24, 2017

Party: Town of Moraga

**ARTICLE 9
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: 

Name: Shawn E. Marshall

Title: Mayor

Date: December 2, 2008

Party: City of Mill Valley

ARTICLE 9

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: 

Name: Mike Parness

Title: city manager

Date: 4-11-16

Party: City of Napa

**ARTICLE 9
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: Madeline R. Kellner

Name: Madeline R. Kellner

Title: Mayor


Date: October 7, 2011

Party: City of Novato

ARTICLE 9

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement
establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: 
Name: Bryan H. Montgomery
Title: City Manager
Date: 8/1/12
Party: City of Oakley

**ARTICLE 9
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the
Marin Energy Authority.

By: Michelle Fitzer

Name: Michelle Fitzer

Title: City Manager

Date: 7/5/17

Party: City of Pinole

Approved as to form:

By: E. Casher

Name: Eric Casher

Title: City Attorney

Date: 7/5/17

ARTICLE 9

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: 

Name: Joe Shrandi

Title: City Manager

Date: 7/24/2017

Party: City of Pittsburg

ARTICLE 9


SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement
establishing the Marin Energy Authority

By: *Deane McLaughlin*
Name: *Deane McLaughlin*
Title: *Mayor*
Date: *7/5/12*
Party: *City of Richmond*

**ARTICLE 9
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: 

Name: Carla Small

Title: Mayor

Date: 11/16/11

Party: Town of Ross

**ARTICLE 9
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement
establishing the Marin Energy Authority.

By:

Name: Peter Breen

Title: Mayor

Date: January 9, 2009

Party: Town of San Anselmo

ARTICLE 9

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: 

Name: Paul V. Morris

Title: Mayor, City of San Pablo

Date: SEPT. 16, 2014

Party: City of San Pablo

**ARTICLE 9
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement,
establishing the Marin Energy Authority.

By: Cyr N. Miller

Name: Cyr N. Miller

Title: Vice Mayor

Date: December 1, 2008

Party: CITY OF SAN RAFAEL

ARTICLE 9

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: 

Name: JOE GORTON

Title: CITY MANAGER

Date: 7/31/17

Party: City of San Ramon

**ARTICLE 9
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement
establishing the Marin Energy Authority.

By: Amy Belser
Name: Amy Belser
Title: Mayor
Date: November 18, 2008
Party: City of Sausalito

Attest:

Debra Radice
Deputy City Clerk

Item: 5A
Meeting Date: 11-18-08
Page #: 24

ARTICLE 9

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement
establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: Alan Galbraith
Name: Alan Galbraith
Title: Mayor
Date: 4/14/16

Party: City of St. Helena

**ARTICLE 9
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement
establishing the Marin Energy Authority.

By:



Name: ALICE E. DERICKS

Title: MAYOR

Date: 2/10/09

Party: TOWN OF TIBURON

ARTICLE 9

SIGNATURE

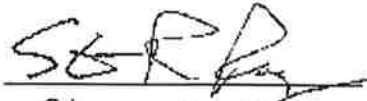
IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement
establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: Loella Haskeu
Name: LOELLA HASKEU
Title: MAYOR
Date: 4/13/16
Party: City of Walnut Creek

ARTICLE 9

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: 
Name: Steven R. Rogers
Title: Town Manager
Date: 4/12/16
Party: Town of Youngville

ARTICLE 9

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By:



Name: Federal D. Glover


Title: Chair, Board of Supervisors

Date: August 1, 2017

Party: Contra Costa County

**ARTICLE 9
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: 
Name: CHARLES F. MCGOWAN
Title: PRESIDENT, BO OF SUPERVISORS
Date: NOVEMBER 18 2008
Party: COUNTY OF MARIN

ARTICLE 9

Marin Clean Energy JPA Agreement

SIGNATURE

Amendment No. 8

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement
establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: 

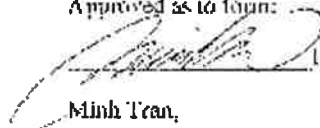
Name: Mark Luce,

Title: Chairman, Napa County Board of Supervisors

Date: 7/22/14

Party: Napa County

Approved as to form:

 Date 9/24/14

Minh Tran,

County Counsel

ARTICLE 9

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: Birgitta E. Corsello

Name: Birgitta E. Corsello

Title: County Administrator

Date: 9/26/18

Party: County of Solano

APPROVED AS TO FORM:

Bernadette Cury, Esq.
Solano County Counsel

Exhibit A

**To the
Joint Powers Agreement
Marin Energy Authority**

-Definitions-

“AB 117” means Assembly Bill 117 (Stat. 2002, ch. 838, codified at Public Utilities Code Section 366.2), which created CCA.

“Act” means the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 *et seq.*)

“Administrative Services Agreement” means an agreement or agreements entered into after the Effective Date by the Authority with an entity that will perform tasks necessary for planning, implementing, operating and administering the CCA Program or any other energy programs adopted by the Authority.

“Agreement” means this Joint Powers Agreement.

“Annual Energy Use” has the meaning given in Section 4.9.2.2.

“Authority” means the Marin Energy Authority.

“Authority Document(s)” means document(s) duly adopted by the Board by resolution or motion implementing the powers, functions and activities of the Authority, including but not limited to the Operating Rules and Regulations, the annual budget, and plans and policies.

“Board” means the Board of Directors of the Authority.

“CCA” or “Community Choice Aggregation” means an electric service option available to cities and counties pursuant to Public Utilities Code Section 366.2.

“CCA Program” means the Authority’s program relating to CCA that is principally described in Sections 2.4 and 5.1.

“Director” means a member of the Board of Directors representing a Party.

“Effective Date” means the date on which this Agreement shall become effective and the Marin Energy Authority shall exist as a separate public agency, as further described in Section 2.1.

“Implementation Plan” means the plan generally described in Section 5.1.2 of this Agreement that is required under Public Utilities Code Section 366.2 to be filed with the California Public Utilities Commission for the purpose of describing a proposed CCA Program.

“Initial Costs” means all costs incurred by the Authority relating to the establishment and initial operation of the Authority, such as the hiring of an Executive Director and any administrative staff, any required accounting, administrative, technical and legal services in support of the Authority’s initial activities or in support of the negotiation, preparation and approval of one or more Administrative Services Provider Agreements and Program Agreement 1. Administrative and operational costs incurred after the approval of Program Agreement 1 shall not be considered Initial Costs.

“Initial Participants” means, for the purpose of this Agreement, the signatories to this JPA as of May 5, 2010 including City of Belvedere, Town of Fairfax, City of Mill Valley, Town of San Anselmo, City of San Rafael, City of Sausalito, Town of Tiburon and County of Marin.

“Operating Rules and Regulations” means the rules, regulations, policies, bylaws and procedures governing the operation of the Authority.

“Parties” means, collectively, the signatories to this Agreement that have satisfied the conditions in Sections 2.2 or 3.2 such that it is considered a member of the Authority.

“Party” means, singularly, a signatory to this Agreement that has satisfied the conditions in Sections 2.2 or 3.2 such that it is considered a member of the Authority.

“Program Agreement 1” means the agreement that the Authority will enter into with an energy service provider that will provide the electricity to be distributed to customers participating in the CCA Program.

“Total Annual Energy” has the meaning given in Section 4.9.2.2.

Exhibit B

To the Joint Powers Agreement Marin Energy Authority

-List of the Parties-

City of American Canyon
City of Belvedere
City of Benicia
City of Calistoga
City of Concord
Town of Corte Madera
Town of Danville
City of El Cerrito
Town of Fairfax
City of Lafayette
City of Larkspur
City of Martinez
Town of Moraga
City of Mill Valley
City of Napa
City of Novato
City of Oakley
City of Pinole
City of Pittsburg
City of Richmond
Town of Ross
Town of San Anselmo
City of San Pablo
City of San Rafael
City of San Ramon
City of Sausalito
Town of Tiburon
City of Walnut Creek
Town of Yountville
County of Contra Costa
County of Marin
County of Napa
County of Solano

Exhibit C**Marin Energy Authority****- Annual Energy Use -**

This Exhibit C is effective as of October 18, 2018.

Party	kWh (2017)
City of American Canyon	68,955,413
City of Belvedere	7,650,037
City of Benicia	113,473,495
City of Calistoga	26,787,693
City of Concord*	535,484,388
Town of Corte Madera	44,135,831
County of Contra Costa*	846,712,037
Town of Danville*	179,825,522
City of El Cerrito	57,917,571
Town of Fairfax	18,182,921
City of Lafayette	98,004,380
City of Larkspur	42,991,627
City of Martinez*	148,593,742
City of Mill Valley	44,395,650
County of Marin	227,286,301
Town of Moraga*	46,999,113
City of Napa	329,813,779
County of Napa	310,572,948
City of Novato	186,270,302
City of Oakley*	111,425,259
City of Pinole*	65,770,486
City of Pittsburg*	413,969,922
City of Richmond	390,351,942
Town of Ross	9,772,866
Town of San Anselmo	32,862,447
City of San Ramon*	325,049,470
City of Saint Helena	48,963,808
City of San Pablo	66,311,864
City of San Rafael	227,948,054
City of Sausalito	31,538,040
County of Solano*	186,837,283
Town of Tiburon	29,290,586
City of Walnut Creek	357,691,687
Town of Yountville	33,328,188
MCE Total Energy Use	5,665,164,653

*2017 usage data as provided by PG&E. All other usage data reflects MCE customer billing records for 2017.

EXHIBIT D

Marin Energy Authority				
- Voting Shares -				
This Exhibit D is effective as of October 18, 2018.				
Party	kWh (2017)	Section 4.9.2.1	Section 4.9.2.2	Voting Share
City of American Canyon	68,955,413	1.47%	0.61%	2.08%
City of Belvedere	7,650,037	1.47%	0.07%	1.54%
City of Benicia	113,473,495	1.47%	1.00%	2.47%
City of Calistoga	26,787,693	1.47%	0.24%	1.71%
City of Concord*	535,484,388	1.47%	4.73%	6.20%
Town of Corte Madera	44,135,831	1.47%	0.39%	1.86%
County of Contra Costa*	846,712,037	1.47%	7.47%	8.94%
Town of Danville*	179,825,522	1.47%	1.59%	3.06%
City of El Cerrito	57,917,571	1.47%	0.51%	1.98%
Town of Fairfax	18,182,921	1.47%	0.16%	1.63%
City of Lafayette	98,004,380	1.47%	0.86%	2.34%
City of Larkspur	42,991,627	1.47%	0.38%	1.85%
City of Martinez*	148,593,742	1.47%	1.31%	2.78%
City of Mill Valley	44,395,650	1.47%	0.39%	1.86%
County of Marin	227,286,301	1.47%	2.01%	3.48%
Town of Moraga*	46,999,113	1.47%	0.41%	1.89%
City of Napa	329,813,779	1.47%	2.91%	4.38%
County of Napa	310,572,948	1.47%	2.74%	4.21%
City of Novato	186,270,302	1.47%	1.64%	3.11%
City of Oakley*	111,425,259	1.47%	0.98%	2.45%
City of Pinole*	65,770,486	1.47%	0.58%	2.05%
City of Pittsburg*	413,969,922	1.47%	3.65%	5.12%
City of Richmond	390,351,942	1.47%	3.45%	4.92%
Town of Ross	9,772,866	1.47%	0.09%	1.56%
Town of San Anselmo	32,862,447	1.47%	0.29%	1.76%


City of San Ramon*	325,049,470	1.47%	2.87%	4.34%
City of Saint Helena	48,963,808	1.47%	0.43%	1.90%
City of San Pablo	66,311,864	1.47%	0.59%	2.06%
City of San Rafael	227,948,054	1.47%	2.01%	3.48%
City of Sausalito	31,538,040	1.47%	0.28%	1.75%
County of Solano*	186,837,283	1.47%	1.65%	3.12%
Town of Tiburon	29,290,586	1.47%	0.26%	1.73%
City of Walnut Creek	357,691,687	1.47%	3.16%	4.63%
Town of Yountville	33,328,188	1.47%	0.29%	1.76%
MCE Total Energy Use	5,665,164,653	50.00%	50.00%	100.00%
*2017 usage data as provided by PG&E.				
All other usage data as reflected in MCE customer billing records for 2017.				



AGENDA REPORT

DATE: December 3, 2019

TO: Mayor and City Council

FROM: Sean P. Quinn, Interim City Manager 

SUBJECT: Public hearing; and

Resolution 2019-289 of the City Council of the City of Fairfield Adopting Hourly Rates for the Community Development Department's Building Division

RECOMMENDED ACTION

Hold public hearing and adopt resolution.

STATEMENT OF ISSUE

The State of California mandates every city and county to enforce the Building Standards Code. This mandate requires the performance of plan review, permit issuance, inspection, and code enforcement, of all construction, modification, and or repair of all buildings and structures within the City. Because of this mandate, the State allows cities and counties to adopt an ordinance or resolution to recover the cost of services.

To ensure the Building Division is adequately recovering costs and not placing a burden on the general taxpayer, the Building Division has begun reviewing their cost recovery structure. The first step we are recommending is to adopt basic hourly rates for services and then move forward with a detailed time and motion study to set base permit costs. The proposed hourly rates include direct and indirect costs to the Building Division.

DISCUSSION

A review of the Building Division's costs for services has not occurred in many years and there has not been a review of the hourly rate since its last adoption of \$60.00 per hour in 1998.

With the exception of after hour inspections, it has been uncommon for the Building Division to charge for additional services, such as re-inspections. For example, our current permit costs for projects like roof-mounted solar installations only cover the cost of one inspection. If a contractor fails to install the item correctly, it requires additional inspections to ensure the fire and life safety minimum code requirements are completed. Currently, the Building Division is not recovering the costs of these additional services.

Recovering these additional costs is important for several reasons. First, it helps place our costs for services on the projects that need or request the higher level of service. Moreover, recovering service costs not covered by the base permit will lower base permit costs. Otherwise, coverage of service costs must come from other means, such as generally higher overall permit costs or general fund money supplementation.

In addition to keeping base permit costs low, recovering costs for additional services will also have a positive effect on the quality of plans and construction. In short, more contractors will recognize that it will be more cost effective to ensure projects meet the fire and life safety requirements before requesting inspections or resubmitting plans.

FINANCIAL IMPACT

No new financial impacts on the City of Fairfield are anticipated from implementation of this resolution adoption.

CITY COUNCIL WORKPLAN

Community Safety

Community Infrastructure

Quality of Life

*Financial and Operational
Sustainability*

Economic Development

*Travis Air Force
Base*

City Council Goal this item supports:

Community Safety, Financial and Operational Sustainability

Project:

#5A.2, Development Permitting Process - Building

PUBLIC CONTACT/ADVISORY BODY RECOMMENDATION

A public hearing notice was published in the Daily Republic on November 23, 2019.

ALTERNATIVE ACTION

Council may choose not to adopt the proposed hourly fee. If not adopted, the Building Division will not be appropriately recovering costs and could have a negative impact on the general fund.

STAFF CONTACT

Jeff Thomas, Chief Building Official
707-428-7442
jthomas@fairfield.ca.gov

COORDINATED WITH

City Attorney's Office

ATTACHMENTS:

Proposed Resolution

REVIEWERS:

Reviewer

Action

Date

Thomas, Jeff	Approved	11/8/2019 - 2:04 PM
Garcia, Cindy	Approved	11/12/2019 - 5:55 PM
Morales, Lucia	Approved	11/19/2019 - 6:27 PM
Feinstein, David	Rejected	11/19/2019 - 7:23 PM
Garcia, Cindy	Approved	11/19/2019 - 4:31 PM
Thomas, Jeff	Approved	11/19/2019 - 7:35 PM
Garcia, Cindy	Approved	11/19/2019 - 7:35 PM
Morales, Lucia	Approved	11/19/2019 - 7:36 PM
Feinstein, David	Rejected	11/19/2019 - 7:41 PM
Feinstein, David	Approved	11/19/2019 - 7:53 PM
Alexander, Amber	Approved	11/20/2019 - 12:09 PM
Alexander, Amber	Approved	11/26/2019 - 6:27 PM

CITY OF FAIRFIELD

RESOLUTION NO. 2019 - 289

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD ADOPTING
HOURLY RATES FOR THE COMMUNITY DEVELOPMENT DEPARTMENT'S
BUILDING DIVISION**

WHEREAS, California Health and Safety Code Section 17951 and Government Code Section 66016, allows the City to adopt an ordinance or resolution to establish fees for the Building Division to recover costs for providing services as mandated by the State of California; and

WHEREAS, the Health and Safety Code requires such fees be determined to be reasonably required to administer and process permits, certificates, or other forms or documents, or defray the costs of enforcement required to be carried out by local enforcement agencies and shall not be levied for general revenue purposes; and

WHEREAS, the Government Code requires a local agency to hold at least one open and public hearing as part of a regularly scheduled meeting and notice shall be given as prescribed in sections 66016 and 66018; and

WHEREAS, the and Government Code requires that no local agency shall levy a fee or service charge in an amount which exceeds the estimated amount required to provide the service for which the fee or service charge is levied; and

WHEREAS, the Government Code Section 66017 requires a minimum of 60 days after adoption of the ordinance or resolution for any adopted fees to become effective; and

WHEREAS, the City Council determines that this resolution establishes hourly rates, which are necessary to reasonably recover costs of implementation and enforcement of the building standards in Chapter 5 of the Fairfield Municipal Code, these costs reflect the City's fully loaded costs to provide service, including direct and indirect costs.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY
RESOLVES:**

Section 1. The City Council hereby establishes hourly rates as provided below.

A. Hourly rates for services, based on a one-hour minimum unless otherwise noted, are as follows:

- i. Plan review - \$120.48
- ii. Inspection - \$98.32

- iii. After hours inspections (2-hour min. at 1.5 rate) - \$294.96
- iv. Alternate methods and materials review - \$120.48
- v. Permit processing - \$86.96

B. Hourly rates for services for which the City has not otherwise established rates are based on the hourly costs to the Community Development Building Division, per position, as follows:

- i. Chief Building Official - \$154.02
- ii. Associate Civil Engineer - \$120.48
- iii. Building Inspector Senior - \$107.42
- iv. Building Inspector III - \$98.32
- v. Building Permit Technician - \$86.96

C. The hourly rates established by this Resolution shall be adjusted annually, every February 1st based on Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Francisco-Oakland-San Jose area, for the prior calendar year as determined by the Bureau of Labor Statistics.

Section 2. The hourly rates noted above shall go into effect on the 61st day after the date of the adoption of this resolution.

PASSED AND ADOPTED this 3rd of December 2019, by the following vote:

AYES: COUNCILMEMBERS: PRICE/BERTANI/MOY/TIMM/VACCARO

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

MAYOR

ATTEST:


CITY CLERK



AGENDA REPORT

DATE: December 3, 2019

TO: Mayor and City Council

FROM: Sean P. Quinn, Interim City Manager 

SUBJECT: Public Hearing; and

Adoption of Ordinance 2019-09 of the City Council of the City of Fairfield Repealing and Replacing Chapter 8 (Fire Protection) of the Fairfield City Code, Adopting by Reference California Code of Regulations, Title 24, Part 9, known as the 2019 California Fire Code, with Amendments to Reflect Local Conditions, and Adopting by Reference Certain Portions of the 2018 International Fire Code; and

Resolution 2019-290 of the City Council of the City of Fairfield Making Express Findings and Determinations that Amendments of the 2019 California Fire Code, as Adopted by the City of Fairfield are Reasonably Necessary because of Local Climactic, Geological, and/or Topographical Conditions

RECOMMENDED ACTION

Hold public hearing; adopt Ordinance 2019-09; and adopt resolution.

STATEMENT OF ISSUE

The proposed amendments to Chapter 8 of the Fairfield City Code adopt the California Fire Code. They will update the existing City Fire Code to provide the City of Fairfield with the latest available fire regulations, as mandated by the State Health and Safety Code.

DISCUSSION

In California, building codes are adopted on a three-year cycle. The State of California has adopted the 2018 International Fire Code with amendments specific to California and has titled the new version the 2019 California Fire Code. The California Fire Code becomes effective at the local level 180 days after State adoption (January 1, 2020). The State Health and Safety Code allow local jurisdictions to adopt amendments to the State Code.

When a city makes local amendments (other than administrative changes) to the State Building Standards, it must make express findings that the amendments are reasonably necessary because of local climatic, geological or topographical conditions. The Health and Safety Code requires the city to submit those findings to the State Building Standards Commission. Amendments and changes to the

California Fire Code are codified in City Code Chapter 8 as follows: Chapter 1 (Administration) The amendments made to Chapter 1 were necessary to maintain our current administrative practices, such as fees, appeals and penalties. Chapters 3 (General Requirements), 5 (Fire Service Features), 6 (Building Services and Systems), 8 (Interior Finish) and Appendix D (Fire Apparatus Access Roads) The amendments in Chapters 3, 5, 6, 8, and Appendix D allow us to conform to the standards we have been enforcing through previous code adoptions. They are related to general fire safety in all occupancies, manual operation of automatic crossover valves, and fire department access requirements that specify items like roadway width, grade and turning radius as well as security gates and fire lanes. Chapter 9 (Fire Protection Systems) The amendments in Chapter 9 were needed to maintain Fairfield's existing automatic fire sprinkler requirements and to provide clarification to the requirement for complete fire sprinkler coverage in attics of residential buildings like hotels and apartments over 5,000 square feet. Some minor changes were made to exempt specific occupancy types, such as small commercial businesses and accessory structures. The remaining amendments were relatively minor and spread through several other chapters.

FINANCIAL IMPACT

None

CITY COUNCIL WORKPLAN

Community Safety

Community Infrastructure

Quality of Life

*Financial and Operational
Sustainability*

Economic Development

*Travis Air Force
Base*

City Council Goal this item supports:

Not Applicable

Project:

Routine item not recommended for inclusion in the Workplan

PUBLIC CONTACT/ADVISORY BODY RECOMMENDATION

The first reading of this ordinance was approved on November 19, 2019. Upon City Council's adoption of the ordinance and resolution regarding express findings regarding local climatic, geological or topographical conditions, the City will submit those findings to the State Building Standards Commission.

ALTERNATIVE ACTION

No action. Without Council action, the CALIFORNIA FIRE CODE becomes the CITY FIRE CODE on January 1, 2020, without the amendments specific to Fairfield. This would result in a significant reduction in local requirements concerning automatic fire sprinkler systems, fire department access and fireworks.

STAFF CONTACT

Steven Conti, Assistant Fire Marshal
(707) 428-7550
sconti@fairfield.ca.gov

COORDINATED WITH

City Attorney's Office

ATTACHMENTS:

**Proposed Ordinance
Proposed Resolution**

CITY OF FAIRFIELD

ORDINANCE NO. 2019-09

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD REPEALING AND REPLACING CHAPTER 8 (FIRE PREVENTION CODE) OF THE FAIRFIELD CITY CODE, ADOPTING BY REFERENCE CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 9, KNOWN AS THE 2019 CALIFORNIA FIRE CODE, WITH AMENDMENTS TO REFLECT LOCAL CONDITIONS, AND ADOPTING BY REFERENCE CERTAIN PORTIONS OF THE 2018 INTERNATIONAL FIRE CODE

THE CITY COUNCIL OF THE CITY OF FAIRFIELD DOES ORDAIN AS FOLLOWS:

SECTION 1. Chapter 8, Article I of the Fairfield City Code is repealed in its entirety and replaced and amended as follows:

“Article I. Fire Prevention Code

Sec. 8.1 Adoption of the 2019 California Fire Code.

For the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, those certain Codes and Standards known as the 2019 California Building Standards Code, Title 24, California Code of Regulations, Part 9, (2019 California Fire Code) in its entirety including Division II of Chapter 1, and including Appendices Chapters 4, A, B, BB, C, CC, D, H, & I are hereby adopted. Further, to the extent not inconsistent with the 2019 California Fire Code, Chapters 3, 5, 8, and Appendix D of the 2018 International Fire Code published by the International Code Council, Inc. are hereby adopted. These Codes and Standards are hereby adopted and incorporated as fully as if set out at length herein, save and except such portions as are deleted, modified or amended by Section 8.3 of this City Code. Said Codes and Standards are adopted by reference pursuant to Section 50022, et seq., of the Government Code of the State of California, and collectively shall be known as the Fire Code of the City of Fairfield.

8.2 Enforcement of the Fire Code

The Fire Code shall be enforced by the Fire Chief or his or her designee.

8.3 Amendments, Additions and Deletions.

Notwithstanding the provisions of Section 8.1 of this City Code, the following sections and appendices of the Fire Code are amended as follows:

Chapter 1

Administration

Section 101.1 is amended to read as follows:

Section 101.1 Title. These regulations shall be known as the Fire Prevention Code of the City of Fairfield, hereinafter referred to as "this code."

Section 102.1 is amended by adding item (5) to state the following:

5. Where not otherwise limited by law, the provisions of this code shall apply to vehicles, ships, boats, trains, and mobile vehicles when said vehicles are fixed in a specific location within the boundaries of this jurisdiction.

Subsection 102.7.3 – Supplemental rules and regulations, is added to read as follows:

102.7.3 Supplemental Rules and Regulations. The Fire Chief is authorized to render interpretations of this code and to make and enforce rules and supplemental regulations in order to carry out the application and intent of its provisions. Such interpretations, rules and regulations shall be in conformance with the intent and purpose of this code and shall be available to the public during normal business hours. These rules and regulations shall be contained in the Fairfield Fire Department Prevention Standards, which shall hereinafter be referred to in this code as "Standards."

Subsection 103.3.1 – Fire Prevention Division Personnel and Police, is added to read as follows:

103.3.1 Fire Prevention Division Personnel and Police. The Fire Chief and personnel assigned to the Fire Prevention Division shall have the powers of a police officer in performing their duties under the following codes: California Fire Code, National Fire Codes, any fire or life safety sections of the California Building Code, Health and Safety Code, Public Resources Code, and other city, county, or state fire related laws or codes not specifically covered in any part of this code. When requested to do so by the Chief, the Chief of Police is authorized to assign such available police officers as necessary to assist the fire department in enforcing the provisions of this code.

Subsection 103.3.2 – Peace Officers, is added to read as follows:

103.3.2 Peace Officers. The Chief is authorized to designate a member, or members, of the fire department as a peace officer as described in Section 830.37 and 853.5 of the California Penal Code who shall enforce the Penal Code and California Fire Code. These police powers include the issuance of citations (Notice to Appear), powers of arrest and detention.

Subsection 104.2.1 – Fees, is added to read as follows:

104.2.1 Fees. The Fire Chief may establish a schedule of fees, as approved by the City Council, to be charged and collected for plan checking, required inspection services, and for the issuance of permits pursuant to Section 105 of this Code. In addition, this schedule may include a fire service fee to be charged to any person, firm, corporation or business that through negligence, violation of the law or as a result of carelessness is responsible for the cause of any fire service response to the scene of such an incident. A copy of the fee schedule shall be kept in the office of the City Clerk and the Office of the Fire Marshal and shall be available for public inspection.

Section 104.2.2 - Development Requirements, is added to read as follows:

Section 104.2.2. Development Requirements. This section shall be applicable whenever any land is developed or a building is constructed or improved which would require:

1. Provision of a water supply for fire protection;
2. Provision of access for fire apparatus;
3. An occupancy for the storage, handling, or use of any hazardous substance, material process or device;
4. Occupancies for which a fire department has responsibility for enforcement of laws or ordinances for fire safety or for the preservation of property or lives; or
5. Provisions to control the spread of fire

Subsection 105.7 – Required construction permits, is amended in its entirety as follows:

105.7 Required construction permits. The fire code official is authorized to issue permits for work as set forth in Chapter 1, Sections 105.7.1 through 105.7.25. Whenever any work for which a permit is required by this code has been commenced without first obtaining said permit, a penalty fee may be assessed in addition to the regular permit fees.

Subsection 105.7.12.1 – Security gates, is added to read as follows:

105.7.12.1 Security gates. A construction permit is required to install any gate, vehicular or pedestrian, that obstructs emergency access to a building or property.

Subsection 107.2.1 – Inspection requests, is amended in its entirety to read as follows:

107.2.1 It shall be the duty of the permit holder to request an inspection not less than two business days before such inspection is desired. Such requests may be submitted to the fire code official via writing, telephone, or email.

Subsection 109.1 – Board of Appeals, is amended in its entirety to read as follows:

109.1 Appeals. When it is claimed that the provisions of this code do not apply, or that the true intent and meaning of this code have been misconstrued or wrongly interpreted, the applicant may appeal the decision of the Chief of the Fire Department to the City Manager within 30 days from the date of the decision of the Chief of the Fire Department. The City Manager or his duly authorized representative shall be the hearing officer and his decision shall be final.

Subsections 109.2 and 109.3 shall be deleted in their entirety.

Subsection 110.4, Violation penalties is amended in its entirety to read as follows: and

110.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be charged with either an infraction or misdemeanor at the discretion of the city attorney.

Subsection 110.4.1, Abatement of violation, is amended in its entirety to read as follows:

110.4.1 Infraction. Except as provided in Section 109.4.2, persons operating or maintaining any occupancy, premises or vehicle subject to this code that shall permit any fire or life safety hazard to exist on premises under their control shall be guilty of an infraction.

Subsection 110.4.2 – Misdemeanor, is added to read as follows:

110.4.2 Misdemeanor. Persons who fail to take immediate action to abate a fire or life safety hazard when ordered or notified to do so by the Chief or a duly authorized representative, or who violate the following sections of this code, shall be guilty of a misdemeanor:

109.3.2	Compliance with Orders and Notices
107.6	Overcrowding
104.11.2	Obstructing operations
104.11.3	Systems and Devices
111.4	Failure to comply
305.4	Deliberate or negligent burning
308.1.2	Throwing or placing sources of ignition
310.7	Burning Objects
3104.7	Open or exposed flame

Subsection 110.4.3 – Abatement of violation is added to read as follows:

110.4.3 Abatement of violation. In addition to the imposition of the penalties herein described, the fire code official is authorized to institute appropriate action to prevent unlawful construction or to restrain, correct or abate a violation; or to prevent illegal occupancy of a structure or premises; or to stop an illegal act, conduct of business or occupancy of a structure on or about any premises. Cost of abatement is the responsibility of the property owner and steps to recover those costs will be taken, up to and including a lien against the property. Property owners shall be notified of any action taken as soon as possible.

Section 112.4 is amended to read as follows:

112.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than \$100 dollars or more than \$500 dollars.

Chapter 2

Definitions

Section 202 – General Definitions, is amended as follows:

Amend definition of “Alteration.”

ALTERATION – Any change or renovation to an existing structure other than a repair or addition. Alterations include, but are not limited to, the addition or elimination of walls within the existing building envelope and any modification to the structure that involves removal and replacement of finished wall surfaces.

Amend definition of "Fire Area."

FIRE AREA – For the purpose of calculating square footage for application of fire sprinkler requirements, the fire area shall include all combustible areas attached to the structure.

Add the following definitions:

FIRE BREAK – A continuous strip of land, devoid of flammable vegetation, intended to prevent the spread of fire from one area to another.

FIRE TRAIL – An approved access road, including any concrete-lined erosion control or drainage ditch that allows fire personnel and equipment to suppress and prevent a surface extension of fire. Such trails shall be a minimum of 16 feet wide and shall not exceed a gradient determined to be unsafe by the Fire Chief. Such trails shall be kept clear of all debris and maintained so that dry grass or weeds do not exceed 4 inches in height.

TEMPORARY – Any use for a period as determined by the Fire Code Official.

Chapter 3

General Precautions against Fire

Subsection 304.1 – Waste Accumulation Prohibited is amended by adding the following:

All properties shall be maintained in accordance with Chapter 23 of the Fairfield City Code – Weeds and Rubbish and with Fairfield Fire Prevention Standard 95-45 – Vegetation Management.

Subsection 307.6 is added to read as follows:

307.6 Materials. All materials used for bonfires, recreational fires, or in portable outdoor fireplaces shall be clean, uncontaminated wood, manufactured wood logs, or other such approved materials. Unapproved materials include, but are not limited to, contaminated wood, waste construction materials, garbage, yard waste and leaves, or other such materials that produce offensive or objectionable smoke emissions, and are prohibited from use.

Section 321 – Unattended Vehicles, is added to read as follows:

Section 321 Unattended Vehicles. It shall be unlawful for anyone to leave unattended any vehicle loaded with: hazardous materials (as defined in Section 2402.7 CVC), explosives, cryogens, compressed gas, flammable or combustible liquids in excess of 60 gallons, (not including fuel tank for engine) within 2,000 feet of any residential or commercial area or any other area that is deemed unsafe in the opinion of the Fire Chief.

Chapter 5

Fire Service Features

Subsection 503.1.2.1 is added to read as follows:

503.1.2.1 Access to open spaces. When access to open land/space or fire trail systems maintained for public or private use is obstructed by development of any kind, the developer/property owner shall provide alternate acceptable access into the area(s), as approved by the fire code official, for fire personnel and apparatus. The developer/property owner shall be responsible for maintaining this access in drivable condition at all times.

Subsection 503.2.4 is amended in its entirety as follows:

503.2.4 Minimum turning radius. A fire department access road shall have a minimum standard turning radius of 28 feet (8.5 m) inside and a 48-foot (14.6 m) outside diameter.

Subsection 503.2.7 Grade. Subsection 503.2.7 is amended in its entirety as follows:

503.2.7 Grade. Fire department access roads shall have a maximum grade of 15% in accordance with City of Fairfield Public Works Standards relating to public streets.

Subsection 503.3 – Marking is amended by adding the following to the end of the paragraph:

All markings shall be in accordance with Fairfield Fire Prevention Standard 92-40 – Designated Fire Lanes.

Subsection 503.6 – Security gates is amended by adding the following to the end of the paragraph:

Vehicular access gates or barriers shall be in accordance with Fairfield Fire Prevention Standard 95-44 – Access Gates.

Subsection 505.1 – Address numbers, is amended to add the following to the end of the paragraph:

Any business which affords vehicular access to the rear through a driveway, alleyway, or parking lot, shall also display the building identification or address numbers on the rear of the building. Address numbers shall be in accordance with Fairfield Fire Prevention Standard 87-7 – Building Identification.

Subsection 505.3 is added to read as follows:

505.3 - Multi-family dwellings. At the main entrance driveway to each newly constructed multiple dwelling complex there shall be positioned an illuminated diagram (map) of the complex that lists all individual addresses of each unit in the complex. The design and location of the map shall be approved by the fire marshal.

Chapter 6

Building Services and Systems

Subsection 605.10.1.2 – Manual operation, is amended by adding the following at the end of the paragraph:

The manual valves shall be located in an approved location immediately outside of the machinery room, in a secure metal box and marked as Emergency Controls.

Chapter 9

Fire Protection Systems

Subsection 901.4.7 is added to read as follows:

901.4.7 - Fire Control Room. An approved fire control room shall be provided for all buildings protected by an automatic fire extinguishing system. Fire control rooms shall meet the following requirements:

1. Fire control rooms shall contain only fire system control valves, fire alarm control panels and other related fire system equipment.

2. The location of the fire control room shall be approved by the fire code official.
3. Fire control rooms shall have minimum dimensions of five feet by seven feet.
4. Fire control rooms shall be constructed with a one-hour fire rating.
5. Fire control rooms shall be provided with an exterior access door approved by the fire code official.
6. Durable signage shall be provided on the exterior side of the access door.
7. Storage of materials in fire control rooms is prohibited.

Exception: Group R-3 Occupancies.

Subsection 903.2 – Where required, is amended to in its entirety to read as follows:

903.2. Required locations. Regardless of any exception listed above or in the remainder of this code or the California Building Code, all buildings greater than five thousand (5,000) square feet, shall be equipped, throughout, with an approved fully automatic fire sprinkler system.

Any existing building which was not required to be protected by an automatic fire sprinkler system, according to codes in effect at the time of its construction, shall have installed throughout the building, in accordance with NFPA 13, an automatic fire sprinkler system whenever any of the following conditions are met:

1. Alterations, repairs or remodels. When the floor area of an alteration, repair or remodel exceeds 50% of the gross floor area of the existing building.
2. Additions. When the floor area of the addition shall increase the gross floor area of the existing building by 50%.
3. Change of occupancy. When there is a change in occupancy type, use or character of the building that results in an increased life safety or fire risk as determined by the Fire Chief.

Exception: Non-combustible, detached canopies open on four sides, not exceeding the basic allowable square footage in CBC Table 503, used exclusively for the parking or storage of private or pleasure vehicles and non-combustible storage (includes fuel islands).

Section 903.3.1.1 NFPR 13R Sprinkler Systems, is deleted in its entirety.

Subsection 903.3.5.1 Domestic services, is amended in its entirety as follows:

903.3.5.1 Domestic water services shall only be used to supply NFPA 13D automatic sprinkler systems.

Subsection 903.3.5. 2 Residential combination services, is deleted in its entirety.

Subsection 903.4.2 - Alarms, is added to read as follows:

903.4.2 Alarms. One exterior approved audible alarm and visual strobe device, located on the exterior of the building in an approved location, shall be connected to each automatic sprinkler system. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system. Visible alarm notification appliances shall not be required except when required by Section 907. A single approved audible alarm and visual strobe device shall be provided in the interior of the building in a normally occupied location within each space or dwelling unit and floor level, unless otherwise required by the California Fire Code.

Subsection 903.6 Where required in existing buildings and structures, is amended in its entirety as follows:

903.6 Any existing building which was not required to be protected by an automatic fire sprinkler system, according to codes in effect at the time of its construction, shall have installed throughout the building, in accordance with NFPA 13, an automatic fire sprinkler system whenever any of the following conditions are met:

1. Alterations, repairs or remodels. When the floor area of an alteration, repair or remodel exceeds 50% of the gross floor area of the existing building.
2. Additions. When the floor area of the addition shall increase the gross floor area of the existing building by 50%.

3. Change of occupancy. When there is a change in occupancy type, use or character of the building that results in an increased life safety or fire risk as determined by the Fire Chief.

Section 907.6.6 - Monitoring, is amended in its entirety as follows:

907.6.6 Monitoring. Fire alarm systems required by this chapter or by the California Building Code shall be monitored by a Central Station Service (UUFX) that is listed in the current edition of the UL Online Certifications Directory unless otherwise required by the California Fire Code.

Combination Alarm Systems. Combination fire and burglar alarm systems are not permitted. Exception: Group R-3 and R-3.1. (Ord. 5758 § 5, 2016; Ord. 5258 § 6, 2013.)

Chapter 56

Explosives and Fireworks

Subsection 5601.1.6 is added to read as follows:

5601.1.6 Prohibition. The use, sale and discharge of fireworks are prohibited.

1. Findings. The City Council finds that the sale, use and/or discharge in the City of Fairfield, whether classified as "dangerous fireworks" and/or "safe and sane fireworks" (pursuant to Health and Safety Code Sections 12500 et seq.), will endanger life and property, and may encourage the use and/or discharge of fireworks in neighboring jurisdictions where their sale, use and/or discharge are prohibited unless prohibited and/or regulated as set forth in this chapter.
2. Definitions. Any and all terms used in this chapter shall have the same meaning as defined in Health and Safety Code Section 12500 et seq. and shall govern the construction of this chapter.
3. Applicability of State Law. This chapter does not supersede State law, but is intended to supplement the provisions of Division 11, Part 2, of the Health and Safety Code (Sections 12500 et seq.) and the administrative regulations adopted pursuant to law, and to prohibit and/or regulate by local authority, as authorized by Health and Safety Code Section 12541, the sale, use, and/or discharge of fireworks in the City.

4. Sale, Use, Possession and/or Discharge Prohibited. No person or organization shall sell, use, possess and/or discharge in the City any fireworks, including, but not limited to, dangerous fireworks and safe and sane fireworks subject to the following exceptions:
- a) A public display of fireworks, including, but not limited to, dangerous fireworks and safe and sane fireworks in the City provided that the person or organization is properly licensed and strictly complies with all applicable provisions of this chapter, all regulations adopted by the Fire Chief, all City resolutions and ordinances, all provisions of the Health and Safety Code, and receives authorization of the fire code official for the public displays of fireworks.
 - b) Any special item containing pyrotechnic compositions which the State Fire Marshal, with the advice of the State Advisory Board, has investigated and determined to be limited to industrial, commercial, agricultural use, or religious ceremonies when authorized by a permit granted by the fire code official and is classified as "exempt fireworks" in the Health and Safety Code.

Appendix D

Fire Apparatus Access Roads

Subsection D103.2 Grade is amended in its entirety as follows:

D103.2 Fire apparatus access roads shall not exceed 15 percent in grade. Grades steeper than 15 percent must be approved by the fire code official.

Subsection D103.6 Signs is amended in its entirety as follows:

D103.6 Signs. Where required by the fire code official, fire apparatus access roads shall be marked with permanent NO PARKING – FIRE LANE signs complying with Fairfield Fire Prevention Standard 92-40 –Designated Fire Lanes.

Subsection D107.1 is amended as follows:

D107.1 One- or two-family dwelling residential developments. Developments of one- or two-family dwellings where the number of dwelling units exceeds 30 shall be provided with two separate and approved fire apparatus access roads.

SECTION 2. This Ordinance shall be effective 30 days following its adoption by the City Council or January 1, 2020, whichever is later.

SECTION 3. A summary of this Ordinance, within fifteen (15) days after passage, be published in accordance with Section 36933 of the Government Code of the State of California with the names of the City Councilmembers voting for and against it.

INTRODUCED at a regular meeting of the City Council of the City of Fairfield on the 19th day of November, 2019; and

PASSED AND ADOPTED this 3rd day of December, 2019, by the following vote:

AYES:	COUNCILMEMBERS:	<u>PRICE/BERTANI/MOY/TIMM/VACCARO</u>
NOES:	COUNCILMEMBERS:	<u></u>
ABSENT:	COUNCILMEMBERS:	<u></u>
ABSTAIN:	COUNCILMEMBERS:	<u></u>

MAYOR

ATTEST:

CITY CLERK

CITY OF FAIRFIELD

RESOLUTION NO. 2019 - 290

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD MAKING EXPRESS FINDINGS AND DETERMINATIONS THAT AMENDMENTS OF THE 2019 CALIFORNIA FIRE CODE, AS ADOPTED BY THE CITY OF FAIRFIELD ARE REASONABLY NECESSARY BECAUSE OF LOCAL CLIMATIC, GEOLOGICAL, AND/OR TOPOGRAPHICAL CONDITIONS

WHEREAS, Certain building standards and other related model codes are adopted by the State of California in the California Building Standards Code and become applicable in the City unless amended by the City pursuant to Health and Safety Code Section 17958; and

WHEREAS, Health and Safety Code Section 17958.7 authorizes the City Council to make reasonably necessary changes or modifications to the State adopted building codes, including the California Fire Code, based on certain local conditions; and

WHEREAS, the Fire Chief of the City of Fairfield has determined and recommended that the modifications to the California Fire Code, 2019 Edition, contained herein, are reasonably necessary due to local conditions; and

WHEREAS, Health and Safety Code Section 17958.7 and 18941.5 requires the City Council to make express findings of the necessity for modifications to the building standards contained in the California Fire Code, 2019 Edition.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1: The Fairfield City Council hereby expressly finds that the local amendments to the Fairfield Municipal Code and the California Fire Code, CCR Title 24 Part 9, 2019 edition contained in Ordinance 2019-09 attached herein are reasonably necessary for the protection of the public health, safety and welfare, due to the following local climatic, geologic or topographical conditions:

1. Wind is a persistent climatic feature in Fairfield, with prevailing winds from west or southwest. The average daytime wind speed in the summer is 15 to 20 mph and 25 to 35 mph wind speeds are common. Storm winds can reach speeds of 40 to 50 mph; and
2. Several residential areas are heavily landscaped, often next to hilly open space areas which are characterized by dry vegetation during the months from May through September. During these months the dry vegetation, coupled with strong winds, create a potential fire capable of reaching a magnitude which is beyond the control capabilities of the Fire Department; and
3. The City is located in seismic design category (SDC) D, a very high-risk earthquake area. Buildings and other structures in SDC D can experience seismic damage which could have an adverse impact on fire protection. Any earth movement which causes buildings to move creates cracking and warping of fire walls, smoke barriers, door frames etc., thereby negating the effectiveness of these structural elements which are intended to prevent fire and smoke from spreading within the building. In the event of fire in large buildings, fire and smoke control conditions can reach a magnitude which is beyond the control capabilities of the Fire Department, thus resulting in major fire damage; and
4. Fairfield is bisected topographically by Interstate 80 and Interstate 680. As a result the City is divided into discrete districts. To travel between the districts, emergency vehicles must use freeway overpasses. Heavy traffic congestion on the City's streets and freeway overpasses already acts as a barrier to timely response for emergency vehicles. In the event of an accident or overpass failure due to an earthquake, sections of the City could become isolated or response time could be sufficiently slowed so as to increase the risk or severity of injury or property damage; and
5. Much of the soil in and around Fairfield is characterized as very unstable. These soil conditions are moderately to severely prone to swelling and shrinking. It is also found to contain ammonia, which is highly corrosive to isolated copper in soil.

Section 2: Therefore, the technical code amendments are as follows:

[illegible]

Section 3: The City Clerk shall certify the adoption of this Resolution and cause a certified copy of the same and Ordinance No. 2019-09 to be forwarded to the California Building Standards Commission.

PASSED AND ADOPTED this 3rd day of December, 2019, by the following vote:

AYES: COUNCILMEMBERS: PRICE/BERTANI/MOY/TIMM/VACCARO

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

MAYOR

ATTEST:

CITY CLERK