AGENDA
OCTOBER 18, 2022

REGULAR MEETING
CITY COUNCIL
CITY OF YUBA CITY

6:00 P.M. REGULAR MEETING
COUNCIL CHAMBERS/VIRTUAL

MAYOR	• Dave Shaw
VICE MAYOR	• Wade Kirchner
COUNCILMEMBER	• Marc Boomgaarden
COUNCILMEMBER	• Grace Espindola
COUNCILMEMBER	• Shon Harris
CITY MANAGER	• Diana Langley
CITY ATTORNEY	• Shannon L. Chaffin

1201 Civic Center Blvd
Yuba City CA 95993

Wheelchair Accessible

If you need assistance in order to attend the City Council meeting, or if you require auxiliary aids or services, e.g., hearing aids or signing services to make a presentation to the City Council, the City is happy to assist you. Please contact City offices at (530) 822-4817 at least 72 hours in advance so such aids or services can be arranged. ***City Hall TTY: 530-822-4732***

AGENDA
REGULAR MEETING
CITY COUNCIL - CITY OF YUBA CITY
OCTOBER 18, 2022
6:00 P.M. REGULAR MEETING
COUNCIL CHAMBERS/VIRTUAL

Materials related to an item on this Agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the City Clerk's office at 1201 Civic Center Blvd., Yuba City, during normal business hours. Such documents are also available on the City of Yuba City's website at www.yubacity.net, subject to staff's availability to post the documents before the meeting.

The Council Chambers will be open for public attendance and participation. The meeting will also be live streamed for public viewing, but not participation, at the following link: https://us06web.zoom.us/webinar/register/WN_2oFCNcnnSAGzZL879AtUOg. Emailed comments sent to cityclerk@yubacity.net at least 24 hours before the meeting will be distributed to the City Council prior to the meeting. Please identify the Agenda item(s) addressed by the comments.

Regular Meeting

Call to Order

Roll Call

__ Mayor Shaw
__ Vice Mayor Kirchner
__ Councilmember Boomgaarden
__ Councilmember Espindola
__ Councilmember Harris

Invocation/Inspiration

Pledge of Allegiance to the Flag

Agenda Modifications/Approval of Agenda

Ceremonial Presentations

1. Sikh Awareness and Appreciation Month Proclamation

Public Communication

2. Appearance of Interested Citizens

You are welcome and encouraged to participate in this meeting. Public comment is taken on action items appearing on the Consent Calendar or Business Items on the Agenda when they are called. Public comment on any other items within the scope of the City's jurisdiction, including items not listed on the Agenda will be considered at this time. Public comment is limited to three minutes per speaker. Members of the public submitting written requests at least 24 hours prior to the meeting will be allotted five minutes to comment per speaker.

Repetitive comments may be limited, and large groups are encouraged to select representatives to express the opinions of the group.

Consent Calendar

All matters listed under Consent Calendar are considered to be routine and can be enacted in one motion. There will be no separate discussion of these items prior to the time that Council votes on the motion unless members of the City Council request specific items to be discussed or removed from the Consent Calendar for individual action.

3. Minutes from the October 4, 2022 meeting

Recommendation: Approve the October 4, 2022 minutes

4. Bargaining Unit Modifications and Salary Schedule Changes in the Police Department

Recommendation: Adopt a Resolution approving:

A. Modifications to the Police Sworn Mid-Managers unit to receive the Administrative Manager unit from the Mid-Manager unit, and approval of a side letter with both affected units

B. Modifications to the Police Sergeants unit to receive the Communications Center Coordinator and Records Supervisor from the First Level Managers unit, and approval of a side letter with both affected units

C. The retitling of the Communications Center Coordinator position to the title of Communications Center Supervisor

D. The amendment of the salary schedule to establish and set the salary for the Records Supervisor and acknowledge the new Communications Center Supervisor title

E. Acknowledge name changes of (1) the Police Sworn Mid-Managers unit to the Police Mid-Managers unit, and (2) the Police Sergeants unit to the Police First Level Managers unit; and recognizing these newly-named units for purposes of bargaining and representation

F. Authorize the Finance Director to make the appropriate budget adjustments from unallocated general funds

5. Utilities Chemical Budget Adjustments

Recommendation: Adopt a Resolution:

A. Authorizing the Finance Director to make supplemental appropriations and related transfers in the amount of $110,000 from Account No. 971224-65501 (WTP Electrical & Instrumentation Improvements) to 7120 Water Treatment Plant chemical operating budget accounts as listed in the Resolution and in the amount of $772,391 from Account No. 981229-65501 (WWTF Capitalization Fund) to 8120 Wastewater Treatment Facility chemical operating budget accounts as listed

in the Resolution; and

B. Authorizing the City Manager to amend the approved Standard Agreements with the Fiscal Year 22/23 chemical vendors to adjust the per unit prices as necessary, subject to approval as to legal form by the City Attorney, with the finding that it is in the best interest of the City

6. Water Treatment Plant West Flow Meter (Plans & Specifications)

Recommendation: Adopt a Resolution adopting a CEQA Class 1 Categorical Exemption, approving the plans and specifications for the Water Treatment Plant West Flow Meter Project (22-13) and authorizing advertisement for bids on the project

7. Adopt Technical Refinements to the Camping and Storage of Personal Property Ordinance

Recommendation: Adopt an Ordinance of the City Council of the City of Yuba City, California, Renumbering/Re-Lettering Yuba City Municipal Code Section 5.23.050 by title only, and waive the second reading

Business Items

8. Enterprise Resource Planning (ERP) Procurement & Implementation Support

Recommendation: Adopt a Resolution awarding a Professional Services Agreement to SDI Presence LLC of Los Angeles, CA for development of a Request for Proposals (RFP) for the procurement and implementation of an Enterprise Resource Planning (ERP) and Human Resource/Payroll software platform in the amount of $83,990 plus $10,000 contingency for procurement services and an option for implementation support not to exceed $384,800, with the finding that it is in the best interest of the City

9. 2021 Staffing for Adequate Fire and Emergency Response Grant

Recommendation:

A. Accept the 2021 Staffing for Adequate Fire and Emergency Response (SAFER) Grant for $1,199,700.00 to hire three Firefighter II positions as the 4th person on Aerial Ladder Truck
B. Adopt a Resolution authorizing receipt, allocation, and expenditure of the 2021 SAFER Grant with the stipulation to hire three (3) Firefighters as permanent employees
C. Authorize the Finance Director to make a supplemental appropriation for the revenues and expenditures associated with the 2021 SAFER Grant and add three (3) Firefighter II positions to the FY 22/23 Budget

Future Agenda Items

10. Future Agenda Items

- Councilmember Boomgaarden
- Councilmember Espindola
- Councilmember Harris
- Vice Mayor Kirchner
- Mayor Shaw

Reports and Communications

The following reports and communication items are provided for the Council's information. No action can be taken on items under this section unless the Council agrees to include it on a subsequent agenda

11. City Manager's Report

12. City Council Reports

- Councilmember Espindola
- Councilmember Harris
- Councilmember Boomgaarden
- Vice Mayor Kirchner
- Mayor Shaw

Adjournment

Proclamation

of the City Council

Sikh Awareness and Appreciation Month

November 2022

WHEREAS, Sikhs have been living in the United States for more than 100 years; and

WHEREAS, Sikhism is the fifth largest religion in the world and today, there are more than 25 million Sikhs worldwide and an estimated 500,000 Sikhs in the US live in California, with the largest concentration living in Yuba City. Nicknamed “Mini Punjab”; and

WHEREAS, Sikh Americans pursue diverse professions and walks of life, making rich contributions to the social, cultural, and economic vibrancy of the United States, and have distinguished themselves by fostering greater respect among all people through faith and service; and

WHEREAS, the City of Yuba City has a significant population of Sikhs and is committed to respecting the heritage and religions of our diverse community; and

WHEREAS, today, the City of Yuba City seeks to further embrace the diversity of its community and afford all residents the opportunity to better understand, recognize, and appreciate the rich history and shared experiences of Sikh Americans; and

WHEREAS, The Sikh Temple under the leadership of their President Sarb Thiara and their Board of Directors recently hosted the successful and well attended 43rd Nagar Kirtan which included the annual Sikh Parade.

NOW, *THEREFORE, BE IT RESOLVED*, that I, Dave Shaw, Mayor of the City of Yuba City and on behalf of the entire City Council, do hereby proclaim the month of November 2022 to be SIKH AWARENESS AND APPRECIATION MONTH.

Proclaimed this 18th day of October 2022, at the City of Yuba City, County of Sutter, State of California.

Public Communication

Members of the public may address the City Council on items of interest that are within the City's jurisdiction. Individuals addressing general comments are encouraged to limit their statements.

Procedure

You are welcome and encouraged to participate in this meeting. Complete a Speaker Card located in the lobby and give to the Clerk, public comment is taken on action items appearing on the Consent Calendar or Business Items on the Agenda when they are called. Public comment on any other items within the scope of the City's jurisdiction, including items not listed on the Agenda, will be considered at this time.

When a matter is announced, wait to be recognized by the Mayor to provide your comments to the Council. Comments should begin by providing your name and place of residence. A three minute limit is requested when addressing Council.

Request for additional time to address Council

Members of the public submitting written requests at least *24 hours* prior to the meeting will be allotted 5 minutes to comment per speaker. Repetitive comments may be limited, and large groups are encouraged to select representatives to express the opinions of the group.

Procedure

When requesting to comment, please indicate your name and the topic and mail to:

City of Yuba City
Attn: City Clerk
1201 Civic Center Blvd
Yuba City CA 95993

Or email to:

Jackie Sillman, City Clerk
cityclerk@yubacity.net

CITY OF YUBA CITY
STAFF REPORT

Date: October 18, 2022
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Ciara Wakefield, City Clerk Administrator

Summary

Subject: Minutes from the October 4, 2022 meeting
Recommendation: Approve the October 4, 2022 minutes
Fiscal Impact: None

Attachments:

1. 10-04-2022 - Regular Meeting Minutes (DRAFT)

Prepared By:
Ciara Wakefield
City Clerk Administrator

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

MINUTES (DRAFT)
CITY COUNCIL - CITY OF YUBA CITY
OCTOBER 4, 2022
5:00 P.M. CLOSED SESSION
SUTTER ROOM/VIRTUAL
6:00 P.M. REGULAR MEETING
COUNCIL CHAMBERS/VIRTUAL

Call to Order

The Closed Session Meeting of the City Council was called to order by Mayor Shaw at 5:00 PM

Roll Call

Present: Mayor Shaw, Vice-Mayor Kirchner, and Councilmembers Boomgaarden and Harris
[Councilmember Espindola joined Closed Session in the Sutter Room at 5:02 PM]

Absent: None

Closed Session

A. Conference with Legal Counsel – Pending Litigation (Pursuant to Government Code Section54956.9(d)(2))

(Gross v. City of Yuba City et al.; Claim No. 4020102893-0001; claims regarding an arrest/incident on April 12, 2020 resulting in alleged damages or injury)

No public comment received

Regular Meeting

Call to Order the Regular Meeting

The Regular Meeting of the City Council called to order by Mayor Shaw at 6:05 PM

Roll Call

Present: Mayor Shaw, Vice-Mayor Kirchner, and Councilmembers Boomgaarden, Espindola, and Harris

Absent: None

Invocation/Inspiration

George Barlow, Management Analyst

Pledge of Allegiance to the Flag

Larry Mertz, Sutter County Tax Payers' Association

City Attorney's Report on Closed Session Items

No reportable action

Agenda Modifications/Approval of Agenda

No changes were made

Ceremonial Presentations

1. Geweke Pink October Recognition - 25 Years

Mayor Shaw presented a proclamation to Nancy Geweke and Kellie Sheeran

2. Domestic Violence Awareness Month Proclamation

Mayor Shaw presented a proclamation to Michelle Downing, Executive Director of Casa de Esperanza

Public Communication

3. Appearance of Interested Citizens

Piara Johl spoke
Stephanie Ruscigno spoke

Consent Calendar

Stephanie Ruscigno spoke

Councilmember Espindola moved and Councilmember Boomgaarden seconded the motion to:

4. Minutes from the September 20, 2022 meeting

Approve the September 22, 2022 meeting minutes

5. Assembly Bill 1276 Single-Use Foodware Accessories and Standard Condiments

Adopt a Resolution authorizing the Public Works Department - Environmental Compliance Division, as the enforcement agency to enforce the requirements of AB 1276, Single-Use Foodware Accessories and Standard Condiments

6. Update to Agreement for City Attorney Services

Adopt a Resolution Approving First Amendment to Contract for City Attorney Services, City of Yuba City

7. Appointments to City of Yuba City Boards and Commissions

Approve the City Council Screening Committee Recommendations for Appointments to

the Personnel Board

The motion was passed with a unanimous vote

Business Items

8. Community Sponsorship Requests

Vice-Mayor Kirchner recused himself

Councilmember Boomgaarden moved and Councilmember Harris seconded the motion to:

Adopt a Resolution to approve a monetary sponsorship request from the Sutter County Community Memorial Museum Association of $1,000.00 for sponsorship of the Annual Trees & Traditions fundraiser event

The motion was passed with 4 votes *[Kirchner recused]*

9. Wastewater Treatment Facility (WWTF) Effluent Outfall Diffuser Relocation Project – State Revolving Fund grant/loan application

Vice-Mayor Kirchner moved and Councilmember Espindola seconded the motion to:

A. Adopt a Resolution designating and authorizing the Public Works Director or designee to execute the Clean Water State Revolving Fund Construction Financial Assistance Application and Amendments or Changes thereto, and to certify financing agreement disbursement on behalf of the City for the WWTF Effluent Outfall Diffuser Relocation Project upon future Council approval.

B. Adopt a Resolution stating the City's intent to comply with all conditions of the State Water Resources Control Board's Clean Water State Revolving Fund Loan Program Reimbursement Resolution requirements for the WWTF Effluent Outfall Diffuser Relocation Project.

The motion was passed with a unanimous vote

10. Selective Traffic Enforcement Grant, to include DUI Enforcement and Education Efforts

Councilmember Harris moved and Councilmember Boomgaarden seconded the motion to:

A. Adopt a Resolution authorizing the Chief of Police to accept $170,000 in grant funding from the 2022/2023 Selective Traffic Enforcement Program and approve expenditure recommendations

B. Authorize a supplemental appropriation in the amount of $170,000 to Account No. 100-43409, 2169-61430, 2169-62801, and 2169-69201 and 2169-63801

The motion was passed with a unanimous vote

11. Technical refinements to the Camping and Storage of Personal Property Ordinance

Councilmember Espindola moved and Vice-Mayor Kirchner seconded the motion to:

> Introduce an Ordinance of the City Council of the City of Yuba City, California, Renumbering/Re-Lettering Yuba City Municipal Code Section 5.23.050 by title only, and waive the first reading

The motion was passed with a unanimous vote

Future Agenda Items

12. Future Agenda Items

No suggestions

Reports and Communications

13. City Manager's Report

14. City Council Reports

- Councilmember Espindola
- Councilmember Harris
- Councilmember Boomgaarden
- Vice Mayor Kirchner
- Mayor Shaw

Adjournment

Mayor Shaw adjourned the Regular Meeting of the City Council in memory of Bob Myers at 7:12 PM

CITY OF YUBA CITY
STAFF REPORT

Date: October 18, 2022

To: Honorable Mayor & Members of the City Council;

From: Police Department

Presentation By: Sam Escheman, Commander

Summary

Subject: Bargaining Unit Modifications and Salary Schedule Changes in the Police Department

Recommendation: Adopt a Resolution approving:

A. Modifications to the Police Sworn Mid-Managers unit to receive the Administrative Manager unit from the Mid-Manager unit, and approval of a side letter with both affected units

B. Modifications to the Police Sergeants unit to receive the Communications Center Coordinator and Records Supervisor from the First Level Managers unit, and approval of a side letter with both affected units

C. The retitling of the Communications Center Coordinator position to the title of Communications Center Supervisor

D. The amendment of the salary schedule to establish and set the salary for the Records Supervisor and acknowledge the new Communications Center Supervisor title

E. Acknowledge name changes of (1) the Police Sworn Mid-Managers unit to the Police Mid-Managers unit, and (2) the Police Sergeants unit to the Police First Level Managers unit; and recognizing these newly-named units for purposes of bargaining and representation

F. Authorize the Finance Director to make the appropriate budget adjustments from unallocated general funds

Fiscal Impact: Potentially $7,056 each for the Administrative Manager and Communications Center Supervisor positions. The Communications Center Supervisor is eligible for $6,864 in longevity pay. The Records Supervisor's salary was included in the FY22/23 budget. The total fiscal impact is $20,976.

Purpose:

To approve bargaining unit modifications and salary schedule changes in the Police Department. The

bargaining unit modifications are: the Mid-Managers and Police Mid-Managers side letters adding the Administrative Manager to the Police Mid-Managers, First Level Managers and Police First Level Managers side letter adding the Communications Center Coordinator and Records Supervisor to Police First Level Managers. The Police Sworn Mid-Managers are retitled to Police Mid-Managers and the Police Sergeants are retitled to Police First Level Managers. The salary schedule changes are to retitle the Communications Center Coordinator to Communications Center Supervisor, and set the salary for the Police Records Supervisor.

Council Priority:

Public Safety

Background:

Historically, the Administrative Manager has been included in the Mid-Manager bargaining unit. The Communications Center Coordinator has been a member of the First Level Manager Unit. During the FY 22/23 budget process, the Lead Records Clerk position was reclassified to a Records Supervisor and the salary for this position needs to be established. Having these positions in units that are not part of bargaining units within the Police Department has been problematic. It creates a sense of inequality and creates a hardship when department members promote to an advanced position. For example, if a Police Records Clerk were to promote to Records Supervisor in July of any given year they would have to switch insurance providers, as the Police Officers' Association and First Level Managers have different health insurance options. This is also problematic when individuals promote into the aforementioned positions, as they also lose longevity pay. Because of these differences, staff recognizes at some point the department will have problems finding internal candidates for promotions due to the loss of significant benefits.

Analysis:

With the addition of non-sworn personnel to both the Police Sergeants bargaining unit and the Police Sworn Mid-Manager bargaining unit, staff is recommending those bargaining units be retitled. Staff recommends the Police Sworn Mid-Managers be retitled to the Police Mid-Manager bargaining unit. Staff also recommends the Police Sergeant bargaining unit be retitled to Police First Level Manager bargaining unit. The bargaining units affected by these recommended changes have all agreed to them.

The moving of the aforementioned positions into the corresponding bargaining units will ensure equity amongst all employees of the police department. Staff has evaluated all options and determined that this recommendation is fair and reasonable for both the impacted employees and the City. All impacted bargaining units have been consulted with and are agreeable to the transitions. Since the Communications Center Coordinator position is being proposed to be placed in the Police First Level Managers bargaining unit, staff is requesting a title change for this position to Communications Center Supervisor as this will ensure that all positions assigned to the Police First Level Managers bargaining unit are recognized as Supervisors.

The Police First Level Manager bargaining unit will include the Communication Center Supervisor and Police Records Supervisor salary schedules. As the Communication Center Supervisor job classification is a title change only, the salary schedule will remain the same, but with the new job title. As noted above, since the Police Records Supervisor position was created as part of the FY 22/23 budget, the proposed salary schedule is as follows:

	1	2	3	4	5

JCN 6106	4,635	4,867	5,110	5,365	5,633
	26.74	28.08	29.48	30.95	32.50

	1	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**
JCN 6406	4,635	4,751	4,867	4,989	5,110	5,238	5,365	5,499	5,633
	26.74	27.41	28.08	28.78	29.48	30.22	30.95	31.73	32.50

The above changes shall become effective October 22, 2022.

Fiscal Impact:

Potentially $7,056 each for the Administrative Manager and Communications Center Supervisor positions. The Communications Center Supervisor is eligible for $6,864 in longevity pay. The Records Supervisor's salary was included in the FY22/23 budget. The total fiscal impact is $20,976.

Alternatives:

Do not allow the realignment of the positions and direct staff to evaluate other options.

Recommendation:

Adopt a Resolution approving:

A. Modifications to the Police Sworn Mid-Managers unit to receive the Administrative Manager unit from the Mid-Manager unit, and approval of a side letter with both affected units

B. Modifications to the Police Sergeants unit to receive the Communications Center Coordinator and Records Supervisor from the First Level Managers unit, and approval of a side letter with both affected units

C. The retitling of the Communications Center Coordinator position to the title of Communications Center Supervisor

D. The amendment of the salary schedule to establish and set the salary for the Records Supervisor and acknowledge the new Communications Center Supervisor title

E. Acknowledge name changes of (1) the Police Sworn Mid-Managers unit to the Police Mid-Managers unit, and (2) the Police Sergeants unit to the Police First Level Managers unit; and recognizing these newly-named units for purposes of bargaining and representation

F. Authorize the Finance Director to make the appropriate budget adjustments from unallocated general funds

Attachments:

1. Resolution
2. Police First Level Manager and First Level Managers Side Letter
3. Police Mid-Managers and Mid-Managers Side Letter
4. Police Mid Managers and Police First Level Managers Salary Schedule
5. Police Mid-Manager Memorandum of Understanding
6. Police First Level Managers Memorandum of Understanding

Prepared By:
Brian Baker
Chief of Police

Submitted By:
Diana Langley
CIty Manager

ATTACHMENT 1

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING MODIFICATION TO, AND RENAMING OF, THE POLICE SWORN MID-MANAGEMENT UNIT (TO POLICE MID-MANAGERS) AND THE POLICE SERGEANTS' UNIT (TO POLICE FIRST LEVEL MANAGERS), AND APPROVING RELATED SIDE LETTERS WITH IMPACTED UNITS.

WHEREAS, staff is recommending specified non-sworn classifications in the Mid-Management and First Level Management bargaining units be moved into corresponding Police Department units due to their duties, work locations, and career ladders;

WHEREAS, the City has evaluated staff's request and has determined it to be appropriate;

WHEREAS, the City has notified the Mid-Manager bargaining unit and the First Level Managers bargaining unit, which have agreed to release the specified classifications from their respective units;

WHEREAS, the Police Sworn Mid Managers bargaining unit along with the Police Sergeants bargaining unit have been notified and are both in agreement with accepting the transitioning classifications as specified below;

WHEREAS, to acknowledge the presence of these transitioning non-sworn classifications within their respective units, the Police Sworn Mid Managers bargaining unit wishes to be recognized as the Police Mid Manager bargaining unit, and the Police Sergeant bargaining unit wishes to be recognized as the Police First Level Manager bargaining unit;

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

SECTION I: Unit Modifications

A. The classification of Administrative Manager will be removed from the Mid-Manager bargaining unit and added to the Police Sworn Mid-Managers bargaining unit;

B. The classifications of Records Supervisor and Communications Center Coordinator will be removed from the First Level Managers bargaining unit and added to the Police Sergeants bargaining unit;

C. The classification of Communications Center Coordinator shall be re-titled as Communication Center Supervisor; and

D. The classifications transferred to new units will be governed by the terms of the MOUs applicable to their new units.

SECTION II. Unit Names

A. The unit previously called the Police Sworn Mid-Managers has changed its name to the Police Mid-Managers, and the City acknowledges the Police Mid-Managers unit and representation of employees in such unit. For purposes of health care benefits through CalPERS the Police Mid-Managers shall be deemed part of the existing Sworn Police Executive Management benefit unit. Staff is directed to work with CalPERS to rename this benefit unit as

simply “Police Executive Managers.”

B. The unit previously called the Police Sergeants unit has changed its name to the Police First Level Managers, and the City acknowledges the Police First Level unit and representation of employees in such unit.

SECTION III. Salary Schedule Amendments.

TITLE CHANGE

FROM:

COMMUNICATIONS CENTER COORDINATOR

TO:

COMMUNICATIONS CENTER SUPERVISOR

POLICE RECORDS SUPERVISOR

ADD:

	1	**2**	**3**	**4**	**5**
JCN 6106	4,635	4,867	5,110	5,365	5,633
	26.74	28.08	29.48	30.95	32.50

	1	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**
JCN 6406	4,635	4,751	4,867	4,989	5,110	5,238	5,365	5,499	5,633
	26.74	27.41	28.08	28.78	29.48	30.22	30.95	31.73	32.50

SECTION IV. Effective Date.

The above changes shall become effective October 22, 2022.

The Director of Finance is hereby authorized to make the necessary salary schedule modifications, transfers, budget adjustments, and appropriations to implement the provisions of this Resolution.

The forgoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 18th day of October 2022.

AYES:

NOES:

ABSENT:

_____
Dave Shaw, Mayor

ATTEST:

_____
Ciara Wakefield, Deputy City Clerk

Approved as to form:

_____
Stacey Sheston
BB&K, Special Counsel

ATTACHMENT 2

Unit Modification Side Letter
Between
The City of Yuba City and
Yuba City Police Officers' Association
And
First Level Managers

The City of Yuba City ("City"), First Level Managers (FLM), and the Yuba City Police Officers' Association (POA) for the Sergeants Unit have met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act to modify their bargaining units. This side letter of Agreement describes the Parties' full and complete agreement.

The Classifications of Records Supervisor and Communications Center Coordinator will be moved from the First Level Managers to the Police Sergeants Unit.

The Communications Center Coordinator will be retitled the Communications Center Supervisor.

Date: _____

City of Yuba City

_____
Michael Jarvis,
Liebert Cassidy Whitmore

_____
Diana Langley, City Manager

_____
Brian Baker, Chief of Police

Date: 10-6-22

Police Officers' Association

Timothy K. Talbot
Rains Lucia Stern

Brian Thornton

Date: 10-7-22

First Level Managers

Katrina Woods

Joshua Wolffe

Nathan McCready

Ernesto Hernandez

ATTACHMENT 3

Unit Modification Side Letter
Between
The City of Yuba City and
Police Sworn Mid-Managers
And
Mid- Managers

The City of Yuba City ("City"), Mid Managers (MM), and the Police Sworn Mid-Managers have met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act to modify their bargaining units. This side letter of Agreement describes the Parties' full and complete agreement.

The classification of Administrative Manager will be moved from the Mid Managers to the Police Sworn Mid-Managers bargaining unit.

Date: _____

City of Yuba City

_____
Michael Jarvis,
Liebert Cassidy Whitmore

_____
Diana Langley, City Manager

_____
Brian Baker, Chief of Police

Date: 10/6/2022

Police Sworn Mid-Managers

Timothy K Talbot
_____
Timothy K. Talbot
Rains Lucia Stern

_____
Sam Escheman

Date: 10/6/2022

Mid Managers

Ciara Wakefield
_____
Ciara Wakefield

ATTACHMENT 4

CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE OCTOBER 22, 2022

Police Mid-Managers

	CLASSIFICATION	Group	SALARY STEPS 1	2	3	4	5	
7010*	ADMINISTRATIVE MANAGER	PSMM	8,655	9,088	9,542	10,019	10,520	Monthly
			49.93	52.43	55.05	57.80	60.69	Hourly
7180*	ASSISTANT POLICE CHIEF	PSMM	12,541	13,168	13,826	14,517	15,242	Monthly
			72.35	75.97	79.77	83.75	87.94	Hourly
7150*	POLICE COMMANDER	PSMM	11,943	12,540	13,167	13,825	14,517	Monthly
			68.90	72.35	75.96	79.76	83.75	Hourly
7111*	POLICE LIEUTENANT	PSMM	10,638	11,170	11,729	12,315	12,930	Monthly
			61.37	64.44	67.67	71.05	74.60	Hourly

Pensionable Compensation for New Members (PEPRA)

MOU Article 1.2 - Bilingual Pay
Police Sworn Mid-Manager employees who are certified as bilingual will receive a bilingual pay incentive of $100 per month:

-

MOU Article 1.3 - Education Incentive
Police Sworn Mid-Manager employees awarded a Master's degree or who has successfully completed the FBI National Academy will be eligible to receive an education incentive of 2.5% of base salary.
The maximum education incentive is limited to 2.5% of base salary.

* Indicates classifications which are not eligible for overtime compensation and are exempt from the Fair Labor Standards Act (FLSA).

EMPLOYEE BARGAINING GROUPS

CON - Confidential
PUE, Local #1 - General Employees
DH - Department Head
MM - Middle Manager
FM - Fire Management
FLM - 1st Level Manager
PD - Police Department
FIRE - Fire Department
PSMM - Police Sworn Mid Manager
PFLM - Police First Level Manager

CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE OCTOBER 22, 2022

Police First Level Managers

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS 1	2	3	4	5	
6100*	POLICE SERGEANT	PFLM	7,354	7,722	8,108	8,513	8,938	Monthly
			42.43	44.55	46.78	49.11	51.57	Hourly
6106	POLICE RECORDS SUPERVISOR	PFLM	4,635	4,867	5,110	5,365	5,633	Monthly
			26.74	28.08	29.48	30.95	32.50	Hourly
6035	COMMUNICATIONS CENTER SUPERVISOR	PFLM	6,285	6,599	6,929	7,275	7,638	Monthly
			36.26	38.07	39.98	41.97	44.07	Hourly

Pensionable Compensation for New Members (PEPRA)

MOU Article 3.4 - Longevity Pay (Cumulative but not compounded)
Upon completion of service with the City of Yuba City:

5 years	1.25%
10 years	2.50%
15 years	5.00%
20 years	7.50%

MOU Article 3.5 - Education Incentive
Police FLMs shall receive an educational incentive of 2.5% for either an AA degree or POST Intermediate Certificate; a 5% educational incentive for a Bachelor's degree or a POST Advanced Certificate and an additional 5.2% for possession of a POST Supervisory Certificate.
Education Incentive pay shall be base pay cumulative but not compounded and shall have a 12.7% cap.

MOU Article 3.6 - Bilingual Pay
Police FLMs who are certified as bilingual will receive a bilingual pay incentive of $100 per month:

MOU Article 3.7 - Holiday Pay
Police FLMs assigned to regular patrol shifts shall receive straight time pay for 7.33 hours per month, paid and computed on a bi-weekly basis in lieu of time off.

MOU Article 3.14 & 3.15 - FTO Pay and Traffic Division
Employees assigned to Field Training Officer, and/or the Traffic Division shall receive 5% of incentive pay (calculated from base hourly wage).

MOU Article 3.13 - Detective and Net-5 (increase from 5% to 7.5% effective 9/28/19)
Employees assigned to Investigation and/or Net-5 shall receive 7.5% of incentive pay (calculated from base hourly wage).

EMPLOYEE BARGAINING GROUPS

CON - Confidential
PUE, Local #1 - General Employees
DH - Department Head
MM - Middle Manager
FM - Fire Management
FLM - 1st Level Manager
PD - Police Department
FIRE - Fire Department
PSMM - Police Sworn Mid Manager
PFLM - Police First Level Manager

ATTACHMENT 5

Memorandum of Understanding

Between

The City of Yuba City

And

The Police Mid-Managers (PMM)

July 1, 2021 through June 30, 2023

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Preamble

This Agreement between the City of Yuba City (City) and the Yuba City Police Mid-Managers (PMM) has as its purpose the promotion of harmonious labor relations between the City and PMM, and the establishment of rates of pay, hours of work, and other conditions of employment for employees covered by this agreement.

Article 1 - Recognition

The City recognizes PMM as the exclusive representative for Assistant Police Chief, Police Commander, Police Lieutenant, and Administrative Manager.

Article 2 - Salary

1. Salary Schedules

Employees are on a five (5) step salary schedule as reflected in Appendix "B" to this Agreement.

2. Bilingual Pay

Employees who are proficient in speaking a foreign language receive a one hundred dollar ($100.00) per month bilingual pay incentive. The method of certifying proficiency and the determination of which languages are covered under this program are determined by the City in consultation with PMM.

3. Education Incentive

Employees who possess a Master's Degree in a work-related field (as determined and approved by the Chief of Police), or who have successfully completed the FBI National Academy receive an education incentive of two and a half percent (2.5%) of base salary. The maximum education incentive is two and a half percent (2.5%) of base salary.

Article 3 - Retirement

1. Retirement Terminology

Employees receive retirement benefits from the California Public Employees' Retirement System (CalPERS).

The term "new member" is defined by CalPERS and the Public Employee Pension Reform Act of 2013 (PEPRA), but are generally as described below.

A new member is defined as:

- An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and has no prior membership in any other public retirement system; or

- An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and is not eligible for reciprocity with another public retirement system; or

- An individual who established prior membership in a retirement system and, after a break in service of more than six (6) months, returns to active membership in that system with a new employer.

2. Safety Retirement Formulas

   A. Employees hired prior to December 16, 1989, receive the 3% at 50 safety CalPERS formula with the one (1) year final average compensation period. The City pays 100% of the employee's contribution to CalPERS and report the employer payment of the member contributions to CalPERS as additional compensation for retirement purposes only. These employees pay nine percent (9%) on a pre-tax basis to share in the cost of the 3% at 50 formula.

   B. Employees hired between December 16, 1989, and July 1, 2012 receive the 3% at 50 safety CalPERS formula with the three (3) year final average compensation period. The City pays 100% of the employee's contribution to CalPERS and report the employer payment of the member contributions to CalPERS as additional compensation for retirement purposes only. These employees pay nine percent (9%) on a pre-tax basis to share in the cost of the 3% at 50 formula.

   C. Employees hired after June 30, 2012, who are not classified as new members receive the "3% at 55" safety CalPERS formula with the three (3) year final average compensation period. The City pays 100% of the employee's contribution to CalPERS and report the employer payment of the member contributions to CalPERS as additional compensation for retirement purposes only. These members pay nine percent (9%) of the employer's contribution via a CalPERS contract amendment on a pre-tax basis.

   D. Employees hired after December 31, 2012, who are classified as a new member receive the "2.7% at 57" safety CalPERS formula with the three (3) year final average compensation period. These members pay one half the total normal cost as determined annually by CalPERS on a pre-tax basis.

3. Miscellaneous Retirement Formulas

   A. Employees hired before August 2, 1991, receive the 2.7% at 55 miscellaneous CalPERS formula with the one (1) year final average compensation period. The City pays 100% of the employee's contribution to CalPERS and report the employer payment of the member contributions to CalPERS as additional compensation for retirement purposes only. These members pay the eight percent (8%) of the employers' contribution via a CalPERS contract amendment on a pre-tax basis.

B. Employees hired between August 1, 1991, and July 1, 2012, receive the 2.7% at 55 miscellaneous CalPERS formula with the three (3) years final average compensation period. The City pays 100% of the employee's contribution to CalPERS and report the employer payment of the member contributions to CalPERS as additional compensation for retirement purposes only. These members pay the eight percent (8%) of the employers' contribution via a CalPERS contract amendment on a pre-tax basis.

C. Employees hired after June 30, 2012, who are not classified as a new member receive the 2% at 55 miscellaneous CalPERS formula with the three (3) years final average compensation period. The City pays 100% of the employee's contribution to CalPERS and report the employer payment of the member contributions to CalPERS as additional compensation for retirement purposes only. These members pay the seven percent (7%) of the employers' contribution via a CalPERS contract amendment on a pre-tax basis.

D. Employees hired after December 31, 2012 who are classified as new member receive the 2% at 62 miscellaneous CalPERS formula with the three (3) years final average compensation period. These employees pay one half the total normal cost as determined annually by CalPERS on a pre-tax basis.

E. Safety retirement plans have the following optional CalPERS retirement benefits:

- Sick Leave Service Credit
  - If the conversation of an employee's eligible sick leave to CalPERS service credit would result in service credit or a pension benefit in excess of the maximum allowable pursuant to the applicable local safety member retirement plan, only the amount of sick leave needed to reach the maximum service credit or pension benefit will be certified to CalPERS. The employee's remaining unused sick leave balance will be paid out in accordance with the Rules.
- Non-Industrial Disability Standard
- Industrial Disability Standard
- Pre-Retirement Death Benefits:
  - Optional Settlement 2
  - 1959 Survivor Benefit Level Indexed
  - Special
- Post-Retirement Death Benefits $500 Lump Sum
- Survivor Allowance (PRSA)
- 3% Retirement COLA

F. Miscellaneous retirement plans have the following optional CalPERS retirement benefits:

- Non-Industrial Disability Improved
- Pre-Retirement Death Benefits:

    - Optional Settlement 2
    - 1959 Survivor Benefit Level Indexed
  - Post-Retirement Death Benefits $500 lump sum
  - Survivor Allowance (PRSA)
  - 3% Retirement COLA

Article 4 - Benefits

1. Health Plans

A. Medical Contributions:

The City contributes on behalf of each employee and retiree an amount equal to the Public Employees' Medical & Hospital Care Act (PEMHCA) Minimum Employer Contribution (MEC) towards the healthcare premium.

B. Cafeteria Plan

The City contributes an additional amount towards the employees Cafeteria plan for each employee equal to 80% of the lowest cost PORAC health plan premium minus the MEC contribution.

2. Cash-in-Lieu

Cash-in-Lieu is when an employee reduces the level of health care coverage or elects to forego all coverage as follows:

- Employees who reduce the level of health care coverage to which they are entitled, i.e., from full family coverage to employee plus one, or employee only coverage, or from employee plus one to employee only coverage, are entitled to a Cash-in-Lieu. Cash-in-Lieu is based upon the lowest cost PORAC health plan.

  The employee making the election described above shall receive the difference between the Cash-in-Lieu to which they would have been entitled had they waived coverage at their present coverage level and Cash-in-Lieu for the lower level elected.

- Cash-in-Lieu for employees electing to forego health insurance coverage will be based on the below percentages of the lowest cost PORAC health plan:

Employee only:	25%
Employee plus one dependent:	25%
Family coverage:	30%

3. Dental and Vision Plans

The City pays ninety percent (90%) of the dental/vision premiums for covered employees. Effective January 1, 2020, for dental, the calendar year maximum increased to one

thousand, seven hundred and fifty dollars ($1,750) and for vision, the benefit maximum (as defined in the plan document) increases six hundred dollars ($600) every twenty-four (24) months.

4. Life Insurance

The City provides employees with a fifty thousand dollar ($50,000) life insurance policy.

5. Employee Assistance Program (EAP)

The EAP is an employee benefit that assists employees with personal problems and/or work-related problems that may impact their job performance, health, and/or mental and emotional well-being. The EAP offers free and confidential assessments, short-term counseling, referrals, and follow-up services for employees and their household members. For details about the EAP program, please see the Human Resources Department.

6. Health Benefits Committee

PMM may designate at least one (1) representative to the citywide health benefits committee. The general purpose of the committee is to address benefit plan design and cost containment. The committee contains members from other employee groups.

7. Flexible Spending Account

The City offers an employee-funded Flexible Spending Account for eligible dependent care and medical costs.

Article 5 - Deferred Compensation

Employees receive a monthly City contribution of one hundred dollars ($100.00) paid into a City deferred compensation plan.

Article 6 - Vacation Accrual

Employees accrue vacation as follows:

Years of Service	Bi-Weekly Rate
0-Completion of 4 years	4.0 hours
5-Completion of 10 years	5.5 hours
11-Completion of 15 years	6.5 hours
16 or more years	7.1 hours

Article 7 - Certifications

The City pays the costs associated with obtaining and maintaining special certificates that are both required by the State of California, the City of Yuba City or any governmental agency to obtain and maintain as a condition of employment.

Article 8 - Administrative Leave

1. Allocation

Police Mid-Managers are exempt employees whose duties often require them to work outside of the City's typical business hours. In acknowledgement of such duties, employees are allocated eighty (80) hours of administrative leave with the first payroll period of each calendar year. Should an employee be hired or promoted into the bargaining unit after the beginning of the calendar year, they are credited with a pro-rated amount of Administrative Leave for the balance of the year. Employees may use the leave subject to the approval of their Department Head, except that leave cannot be used prior to separation of employment in order to delay the separation date.

2. Maximum Cash Out

By December 1 of each year, an employee may annually make an irrevocable advance election to cash out a maximum of forty (40) hours of administrative leave that will be accrued in the next calendar year. The election must be made on the form provided by the City for this purpose. The hours selected for cash-out will be paid in the first non-payroll week of January of the following year.

3. Maximum Carry Over

Employees are allowed to carry over a maximum of forty (40) hours of unused administrative leave to the next calendar year, subject to a maximum accrual cap of one hundred and sixty (160) administrative hours. Any unused administrative leave hours are paid out upon termination of employment.

4. Additional Allotment

At the discretion of the City Manager, an additional allotment of administrative leave not to exceed forty (40) hours may be approved each year. Requests for additional leave allocation must be based on an excessive number of hours worked beyond normal management expectations. The allotment of leave is at the full discretion of the City.

Article 9 - Uniform Allowance

Employees are required to wear a uniform and receive a uniform allowance in the amount of $34.62 per pay period.

Article 10 - Reimbursement Policy

1. Reimbursable Excess Hours

Employees who are required to work hours in excess of normal management expectations shall be reimbursed should the City bill for, and receive, reimbursement for their work performed.

2. Payment

Reimbursement for the employee will occur in the next normal pay period after the excess work occurs and the City receives payment for it.

3. Rate

Reimbursement to the employee occurs at the salary rate billed by the City for employees for those hours over the regularly scheduled salary only, not to exceed time and one-half of the hourly equivalent of base salary. Employees are not required to use vacation time while in a special assignment approved by their Department Head.

4. Retention by the City

The City retains reimbursement received by the City in excess of the salary for the employee.

Article 11 - Short-Term Disability

Employees are eligible for short-term disability in a manner provided in the City's adopted Short Term Disability Plan. Any proposed changes to the Plan are subject to mutual consent.

Article 12 - Tuition Reimbursement

Employees are eligible through the City's Tuition Reimbursement Program for tuition reimbursement for registration fees, parking fees, class presentation participation materials, and other educationally-related materials, fees, or supplies not to exceed five thousand dollars ($5,000) annually.

Article 13 - Work Schedules

Employees work either a 4/10 or 5/8 work schedule at the sole the discretion of the Chief of Police.

Article 14 - Term of Agreement

This Agreement is effective July 1, 2021, unless indicated otherwise and shall continue in full force and effect through June 30, 2023. In the event that the Federal Government or State Legislature passes a law, or there is a Federal or State Executive Order or court decision affecting Yuba City which would prevent the City from implementing any part of this agreement or altering this agreement, both the City and PMM agree to reopen the meet and confer process limited to the issue so affected.

This Agreement constitutes the full Agreement between the City of Yuba City and the PMM and may not be modified without the written mutual agreement of both parties.

Date:_____

City of Yuba City

_____
Diana Langley
City Manager

_____
Michael W. Jarvis
Liebert Cassidy Whitmore

Date: 10/12/2022

Police Mid-Managers

Timothy K Talbot
Rains Lucia Stern

Sam Escheman

CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE OCTOBER 22, 2022

Police Mid-Managers

CLASSIFICATION		Group	SALARY STEPS 1	2	3	4	5	
7010*	ADMINISTRATIVE MANAGER	PSMM	8,655	9,088	9,542	10,019	10,520	Monthly
			49.93	52.43	55.05	57.80	60.69	Hourly
7180*	ASSISTANT POLICE CHIEF	PSMM	12,541	13,168	13,826	14,517	15,242	Monthly
			72.35	75.97	79.77	83.75	87.94	Hourly
7150*	POLICE COMMANDER	PSMM	11,943	12,540	13,167	13,825	14,517	Monthly
			68.90	72.35	75.96	79.76	83.75	Hourly
7111*	POLICE LIEUTENANT	PSMM	10,638	11,170	11,729	12,315	12,930	Monthly
			61.37	64.44	67.67	71.05	74.60	Hourly

Pensionable Compensation for New Members (PEPRA)

MOU Article 1.2 - Bilingual Pay
Police Sworn Mid-Manager employees who are certified as bilingual will receive a bilingual pay incentive of $100 per month:

-

MOU Article 1.3 - Education Incentive
Police Sworn Mid-Manager employees awarded a Master's degree or who has successfully completed the FBI National Academy will be eligible to receive an education incentive of 2.5% of base salary.
The maximum education incentive is limited to 2.5% of base salary.

* Indicates classifications which are not eligible for overtime compensation and are exempt from the Fair Labor Standards Act (FLSA).

EMPLOYEE BARGAINING GROUPS

CON - Confidential
PUE, Local #1 - General Employees
DH - Department Head
MM - Middle Manager
FM - Fire Management
FLM - 1st Level Manager
PD - Police Department
FIRE - Fire Department
PSMM - Police Sworn Mid Manager
PFLM - Police First Level Manager

ATTACHMENT 6

Memorandum of Understanding

Between

The City of Yuba City

And

Police First Level Managers

July 1, 2021 through June 30, 2023

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Preamble

This agreement between the City of Yuba City (City) and the Yuba City Police Officers Association (POA), has as its purpose the promotion of harmonious labor relations between the City and the POA, and the establishment of rates of pay, hours of work, and other conditions of employment for employees covered by the Police First Level Managers bargaining unit.

Article 1 - Recognition

The City recognizes the POA as the exclusive representative for the classifications of Sergeant, Records Supervisor, and Communications Center Coordinator.

Article 2 - Management and Association Rights

1. Management Rights

Section 3.03, Employer-Employee Standards, B, City Rights is incorporated into this agreement.

2. Association Rights

The City agrees to follow the rights of employees as enumerated in the Peace Officers Bill of Rights and will adhere to the provisions of the Meyers-Milias Brown Act that states in part, "the matter in question is negotiable if it primarily relates to and has a significant or material relationship to wages, hours, and terms and conditions of employment, and is not itself a fundamental management right related to the merits, necessity, or organization of any service or activity provided by law or executive order."

Article 3 - Wages

1. Salary Schedules

Employees shall be on a five (5) step salary schedule which is attached as Appendix "A" Salary Schedules.

2. Longevity

Employees receive longevity pay as follows:

> Upon completion of five (5) years of service with City the employee receives longevity pay in the amount of one and a quarter percent (1.25%) of their base hourly rate of pay.
>
> Upon completion of ten (10) years of service with City the employee receives an additional one and a quarter percent (1.25%) of their base hourly rate of pay.
>
> Upon completion of fifteen (15) years of service with City the employee receives an additional two and one-half percent (2.5%) of their base hourly rate of pay.

Upon completion of twenty (20) years of service with City the employee receives an additional two and one-half percent (2.5%) of their base hourly rate of pay.

3. Sworn Education Incentive

Employees receive education pay as follows:

- Two and a half percent (2.5%) of their base hourly rate of pay for an Associate degree

or

- Seven and a half percent (7.5%) of their base hourly rate of pay for a Bachelor degree.

and

- Two and a half percent (2.5%) of their base hourly rate of pay for a POST Intermediate Certificate.

or

- Seven and a half percent (7.5%) of their base hourly rate of pay for a POST Advanced Certificate.

and

- Five and two tenths of a percent (5.2%) of their base hourly rate of pay for a POST Supervisory Certificate.

The maximum educational incentive under this section is twelve and seven tenths percent (12.7%) of the employee's base hourly rate of pay.

4. Non-Sworn Education Incentive

Employees receive education pay as follows:

- Two and a half percent (2.5%) of their base hourly rate of pay for an Associate degree

or

- Five percent (5.0%) of their base hourly rate of pay for a Bachelor degree.

and

- Two and a half percent (2.5%) of their base hourly rate of pay for a POST Public Safety Dispatch Advanced.

5. Bilingual Pay

Employees who are proficient in speaking a foreign language receive one hundred dollars ($100) per month bilingual pay incentive. The method for certifying proficiency and the determination of which languages will be covered under this program is determined by the City in consultation with the Association.

6. Call Back Pay

Employees called or scheduled to return to work after having left the work site shall be compensated in accordance with Rules § 2.06(I). A return to work prior to the start of the shift shall also be compensated accordingly provided that the reporting time for work is two (2) or more hours prior to the regular shift start time.

7. On Call Pay

Employees who are assigned to on-call status during weekday evenings (Monday - Thursday, 5:00 p.m. to 8:00 a.m.) will receive standby pay of two dollars and forty-five cents ($2.45) per hour.

8. Daylight Savings Time

Employees who work on those days when daylight savings time change occurs are paid overtime for hours in excess of their regular scheduled work hours. If daylight savings time causes an employee to work less than a full shift, the employee shall be allowed to use vacation or accumulated compensatory time to make up the difference. Vacation or accumulated compensatory time so used shall be considered as in pay status.

9. Uniform Allowance

Employees are required to wear a uniform and receive a uniform allowance in the amount of $34.62 per pay period.

10. Acting Pay

Employees assigned to higher classifications on a temporary basis shall receive acting pay. Employees will be compensated by receiving pay in the higher classification at that step in the salary range which results in a minimum of a five percent (5.0%) increase in compensation over their current base wage rate.

In order to qualify for acting pay, employees must:

A. Work a minimum of four (4) consecutive hours in order to be eligible for compensation;
B. Meet the minimum qualifications for the higher classification; and
C. Be assigned with the approval of the Police Chief or designee.

Time spent in acting assignments may be considered during promotional recruitment but shall not substitute for minimum qualifications for education and experience requirements.

11. Detective Pay

Employees assigned to Investigation and Net-5 receive detective premium in the amount of seven and a half percent (7.5%) of their base hourly rate of pay.

12. Traffic Pay

Employees assigned to traffic receive traffic premium in the amount of five percent (5.0%) of their base hourly rate of pay.

13. Field Training Officer Pay

Employees assigned as a field training officer (FTO) receive training premium in the amount of five percent (5.0%) of their base hourly rate of pay.

Article 4 - Holidays

A. The City observes the following holidays:

a. New Year's Day
b. Martin Luther King Day
c. Washington's Birthday
d. Memorial Day
e. Independence Day
f. Labor Day
g. Veterans Day
h. Thanksgiving Day
i. The day following Thanksgiving Day
j. Christmas Day
k. Christmas Eve

B. Holiday-in-Lieu

In lieu of time off for holidays and holiday pay, Police Sergeants assigned to regular patrol shifts shall receive straight time pay for seven and one third (7.33) hours per month, paid and computed on a bi-weekly basis. This pay is computed at the hourly equivalent rate for the employee's monthly salary. For new or terminating employees, holiday-in-lieu pay is pro-rated from the date of employment or to the date of termination within the pay period.

Article 5 - Retirement

1. Retirement Terminology

Employees receive retirement benefits from the California Public Employees' Retirement System (CalPERS).

The term "new member" is defined by CalPERS and the Public Employee Pension Reform Act of 2013 (PEPRA), but are generally as described below.

A new member is defined as:

- An employee who becomes a member of any public retirement system for the first

time on or after January 1, 2013, and has no prior membership in any other public retirement system; or

- An employee who becomes a member of any public retirement system for the first time on or after January 1, 2013, and is not eligible for reciprocity with another public retirement system; or

- An employee who established prior membership in a retirement system and, after a break in service of more than six (6) months, returns to active membership in that system with a new employer.

2. Safety Retirement Formulas

   A. Employees hired prior to December 16, 1989, receive the 3% at 50 safety CalPERS formula with the one (1) year final average compensation period. The City pays 100% of the employee's contribution to CalPERS and report the employer payment of the employee's contributions to CalPERS as additional compensation for retirement purposes only. These employees pay nine percent (9%) on a pre-tax basis to share in the cost of the 3% at 50 formula.

   B. Employees hired between December 16, 1989, and July 1, 2012 receive the 3% at 50 safety CalPERS formula with the three (3) year final average compensation period. The City pays 100% of the employee's contribution to CalPERS and report the employer payment of the employee's contributions to CalPERS as additional compensation for retirement purposes only. These employees pay nine percent (9%) on a pre-tax basis to share in the cost of the 3% at 50 formula.

   C. Employees hired after June 30, 2012, who are not classified as new members receive the "3% at 55" safety CalPERS formula with the three (3) year final average compensation period. The City pays 100% of the employee's contribution to CalPERS and report the employer payment of the employee's contributions to CalPERS as additional compensation for retirement purposes only. These employees pay nine percent (9%) of the employer's contribution via a CalPERS contract amendment on a pre-tax basis.

   D. Employees hired after December 31, 2012, who are classified as a new member receive the "2.7% at 57" safety CalPERS formula with the three (3) year final average compensation period. These employee's pay one half the total normal cost as determined annually by CalPERS on a pre-tax basis.

   E. Optional CalPERS retirement benefits:

      - Sick Leave Service Credit
        - If the conversation of an employee's eligible sick leave to CalPERS service credit would result in service credit or a pension benefit in excess of the maximum allowable pursuant to the applicable local safety member retirement plan, only the amount of sick leave needed to reach the

maximum service credit or pension benefit will be certified to CalPERS. The employee's remaining unused sick leave balance will be paid out in accordance with the Rules.

- Non-Industrial Disability Standard
- Industrial Disability Standard
- Pre-Retirement Death Benefits:
  - Optional Settlement 2
  - 1959 Survivor Benefit Level Indexed
  - Special
- Post-Retirement Death Benefits $500 Lump Sum
- Survivor Allowance (PRSA)
- 3% Retirement COLA

3. Miscellaneous Retirement Formulas

A. Employees hired before August 2, 1991, receive the 2.7% at 55 miscellaneous CalPERS formula with the one (1) year final average compensation period. The City pays 100% of the employee's contribution to CalPERS and report the employer payment of the employee's contributions to CalPERS as additional compensation for retirement purposes only. These employees pay the eight percent (8%) of the employers' contribution via a CalPERS contract amendment on a pre-tax basis.

B. Employees hired between August 1, 1991, and July 1, 2012, receive the 2.7% at 55 miscellaneous CalPERS formula with the three (3) years final average compensation period. The City pays 100% of the employee's contribution to CalPERS and report the employer payment of the employee's contributions to CalPERS as additional compensation for retirement purposes only. These employees pay the eight percent (8%) of the employers' contribution via a CalPERS contract amendment on a pre-tax basis.

C. Employees hired after June 30, 2012, who are not classified as a new members receive the 2% at 55 miscellaneous CalPERS formula with the three (3) years final average compensation period. The City pays 100% of the employee's contribution to CalPERS and report the employer payment of the employee's contributions to CalPERS as additional compensation for retirement purposes only. These employees pay the seven percent (7%) of the employers' contribution via a CalPERS contract amendment on a pre-tax basis.

D. Employees hired after December 31, 2012 who are classified as new members receive the 2% at 62 miscellaneous CalPERS formula with the three (3) years final average compensation period. These employees pay one-half the total normal cost as determined annually by CalPERS on a pre-tax basis.

E. Optional CalPERS retirement benefits:

- Non-Industrial Disability Improved

- Pre-Retirement Death Benefits:
  a. Optional Settlement 2
  b. 1959 Survivor Benefit Level Indexed
- Post-Retirement Death Benefits $500 lump sum
- Survivor Allowance (PRSA)
- 3% Retirement COLA

Article 6 - Benefits

1. Health Plans

A. Medical Contributions

The City contributes on behalf of each employee and retiree an amount equal to the Public Employees' Medical & Hospital Care Act (PEMHCA) Minimum Employer Contribution (MEC) towards the healthcare premium.

B. Cafeteria Plan

The City contributes an additional amount towards the employees Cafeteria plan for each employee equal to 80% of the lowest cost PORAC health plan premium minus the MEC contribution.

C. Cash-in-Lieu

Cash-in-Lieu is when an employee reduces the level of health care coverage or elects to forego all coverage as follows:

- Employees, who reduce the level of health care coverage to which they are entitled, i.e. from full family coverage to employee plus one, or employee only coverage, or from employee plus one to employee only coverage, shall be entitled to a Cash-in-Lieu. Cash-in-Lieu is based upon the lowest cost PORAC health plan.

  The employee making the election described above shall receive the difference between the Cash-in-Lieu to which they would have been entitled had they waived coverage at their present coverage level and Cash-in-Lieu for the lower level elected.

- Cash-in-Lieu for employees electing to forego health insurance coverage will be based on the below percentages of the lowest cost PORAC health plan:

Employee only:	25%
Employee plus one dependent:	25%
Family coverage:	30%

2. Dental and Vision Plans

The City pays 90% of dental/vision premiums for covered employees. Effective January 1, 2020, for dental, the calendar year maximum shall increase to $1,750 and for vision, the benefit maximum (as defined in the plan document) shall increase to $600 every 24 months.

3. Life Insurance

The City provides employees with a twenty-five thousand dollar ($25,000) life insurance policy. Employees may purchase dependent life insurance $2,000 per dependent (spouse and children from 6 months to 19).

4. Employee Assistance Program (EAP)

The (EAP) is an employee benefit that assists employees with personal problems and/or work-related problems that may impact their job performance, health, mental and emotional well-being. The EAP offers free and confidential assessments, short-term counseling, referrals, and follow-up services for employees and their household members. For details about the EAP program please see the Human Resources Department.

5. Vacation Accrual Rates

Lateral employees from other agencies receive credit for prior public sworn service when determining years of service for vacation benefits.

6. Tuition Reimbursement

Employees are eligible through the City's Tuition Reimbursement Program for tuition reimbursement for registration fees, parking fees, class presentation participation materials, and other educationally related materials, fees, or supplies not to exceed $5,000 annually.

Article 7 - Work Schedules

1. FLSA 207(k)

The City has adopted the Fair Labor Standards Act (FLSA) 207(k) exemption with a 14-day work period Employees will work a 14-day work period consisting of 4-11s/3-11s workweeks. Sergeants working in the Traffic Division or Detective Division will work various hours as determined by the department, with the same entitlement to overtime. An additional 9-hour shift will occur approximately every 3rd work period for purposes of training activities.

Assigned work schedules may be changed at the sole discretion of the Police Chief subject to written notice to the Sergeants for an opportunity to meet and discuss no less than 30 days prior to implementation.

2. Sworn Overtime

Subject to the limitations below, Sergeants are eligible for overtime compensation. All paid time shall count as hours worked towards the calculation of overtime with the exception of sick leave. Overtime compensation is paid at time-and-a-half an employee's regular rate of pay.

Contract overtime occurs when an eligible employee works hours beyond their regular daily, assigned shift (for example: beyond 11 hour patrol shifts or 9 hour training shift) or when an eligible employee works additional hours on their scheduled days off (for example: a fifth 11-hour shift within a 14-day work period). The recurring 9-hour training shift will be compensated at the base hourly rate, not at the overtime rate unless the total hours worked exceed 86 for the 14-day work period.

Sergeants who use sick leave in any 14-day work period are ineligible for shift overtime during that particular period until the number of overtime hours actually worked exceeds the number of sick leave hours used in that 14-day work period. This means that if a Sergeant calls in sick for a regularly scheduled 11-hour shift, then the Sergeant will not be eligible for overtime unless and until the Sergeant works more than 11 overtime hours (i.e., by working past the end of a daily shift or by working an extra shift) during that 14-day work period.

"FLSA overtime" occurs when an employee actually works (i.e., not counting paid time off) beyond the maximum number of hours in the applicable work period (i.e. beyond 86 hours in the 14-day period.) Contract overtime hours that also contribute to FLSA-overtime for a given work period are paid only once at the premium rate. For example, if an employee regularly scheduled to work 4, 11-hour days Monday through Thursday works 11 hours on Saturday, the 11-hours of "shift" overtime also count as 11 hours of FLSA overtime, and thus are paid as overtime only once (i.e., a total of 11 hours of overtime for that week).

Hours worked on City-approved shift trades do not factor into any of these overtime calculations.

3. Non-Sworn Overtime

Employees who work in excess of forty (40) hours in the designated 7-day work period, receive overtime at a rate of one and one-half (1.5) times their regular rate of pay. All paid time counts as hours worked towards the calculation of overtime with the exception of sick leave.

Article 8 - Compensatory Time Off

1. Maximum Accumulation

Employees may accumulate a maximum of eighty (80) hours of Compensatory Time Off (CTO).

2. Maximum Cash Out

Upon written request, employees will be paid for up to 40 hours, per fiscal year, of CTO. Payment will be at the earliest payroll period. The City, at its option, may reimburse employees up to forty (40) hours of CTO at the end of any fiscal year. Any additional employee requests are subject to the approval of the Police Chief or designated representative.

3. Doctrine of Constructive Receipt

The parties will meet and confer during the term of this agreement to resolve any potential issues involving the doctrine of constructive.

Article 9 - Deferred Compensation

Employees receive a monthly City contribution of fifty dollars ($50.00) paid into a City deferred compensation plan.

Article 10 - Certifications

The City pays the costs associated with obtaining and maintaining special certificates that are required by the State of California, the City or any governmental agency to obtain and maintain as a condition of employment.

Article 11 - Leave Donation Program

The City currently facilitates a Leave Donation Program to assist employees dealing with a catastrophic illness or injury. While an employee is utilizing any such donated hours, the City will continue to pay its portion of the contribution to the employee's health, dental, vision and life insurance premiums in accordance with the applicable Memorandum of Understanding. The maximum is 30 calendar days of catastrophic leave or until Short Term Disability (STD) starts.

Article 12 - Counseling Memorandum

The attached policy on Counseling Memos (Appendix C) remains in effect.

Article 13 - DMV License Examination

Physical examinations for Police Sergeants who are required to maintain a Class A or B California driver's license as a job requirement shall have the expense paid by the City. Employees may elect to go to their own personal physician or to the medical center designated by the City. Employees electing to go to their own personal physician shall be reimbursed upon submission of an itemized receipt to the Human Resources Department. The maximum amount eligible for reimbursement is the amount the City has contracted for with the designated medical center.

Article 14 - Short Term Disability

1. Waiting Period

A 30-calendar day waiting period must pass before benefits are payable.

2. Premium

The City sets the STD rates based on outside actuarial; no premium cap shall exist.

3. Benefit

The benefit is equal to 60% of earnings at time of the disabling event; no dollar cap on the benefit exists.

Article 15 - American Disabilities Act Compliance

1. Accommodation

Because the ADA requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agree that the provisions of this Agreement and the Rules may be disregarded in order for the City to avoid discrimination relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

2. Legal Obligation

The parties recognize that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. The City will notify affected employees of these proposed accommodations prior to implementation.

3. Protection

Any accommodation provided to an individual protected by the ADA does not establish a past practice, nor may it be cited or used as evidence of a past practice in the grievance procedure.

Article 16 - Comparable Agencies

The following agencies are comparable for purposes of salary data collection: City of Chico, City of Lincoln, City of Rocklin, City of West Sacramento, City of Woodland, County of Sutter, and County of Yuba.

Article 17 - Term of Agreement

The term of this agreement is July 1, 2021 through June 30, 2023.

Date:_____

City of Yuba City

_____
Diana Langley, City Manager

_____
Michael W. Jarvis,
Liebert Cassidy Whitmore

Date: 10-13-22

Yuba City Police Officers Association
(Police First Level Managers Unit)

Timothy K. Talbot

Timothy K. Talbot
Rains Lucia Stern

_____
Brian Thornton

CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE OCTOBER 22, 2022

Police First Level Managers

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS 1	2	3	4	5	
6100*	POLICE SERGEANT	PFLM	7,354	7,722	8,108	8,513	8,938	Monthly
			42.43	44.55	46.78	49.11	51.57	Hourly
6106	POLICE RECORDS SUPERVISOR	PFLM	4,635	4,867	5,110	5,365	5,633	Monthly
			26.74	28.08	29.48	30.95	32.50	Hourly
6035	COMMUNICATIONS CENTER SUPERVISOR	PFLM	6,285	6,599	6,929	7,275	7,638	Monthly
			36.26	38.07	39.98	41.97	44.07	Hourly

Pensionable Compensation for New Members (PEPRA)

MOU Article 3.4 - Longevity Pay (Cumulative but not compounded)
Upon completion of service with the City of Yuba City:

5 years	1.25%
10 years	2.50%
15 years	5.00%
20 years	7.50%

MOU Article 3.5 - Education Incentive
Police FLMs shall receive an educational incentive of 2.5% for either an AA degree or POST Intermediate Certificate; a 5% educational incentive for a Bachelor's degree or a POST Advanced Certificate and an additional 5.2% for possession of a POST Supervisory Certificate.
Education Incentive pay shall be base pay cumulative but not compounded and shall have a 12.7% cap.

MOU Article 3.6 - Bilingual Pay
Police FLMs who are certified as bilingual will receive a bilingual pay incentive of $100 per month:

MOU Article 3.7 - Holiday Pay
Police FLMs assigned to regular patrol shifts shall receive straight time pay for 7.33 hours per month, paid and computed on a bi-weekly basis in lieu of time off.

MOU Article 3.14 & 3.15 - FTO Pay and Traffic Division
Employees assigned to Field Training Officer, and/or the Traffic Division shall receive 5% of incentive pay (calculated from base hourly wage).

MOU Article 3.13 - Detective and Net-5 (increase from 5% to 7.5% effective 9/28/19)
Employees assigned to Investigation and/or Net-5 shall receive 7.5% of incentive pay (calculated from base hourly wage).

EMPLOYEE BARGAINING GROUPS

CON - Confidential
PUE, Local #1 - General Employees
DH - Department Head
MM - Middle Manager
FM - Fire Management
FLM - 1st Level Manager
PD - Police Department
FIRE - Fire Department
PSMM - Police Sworn Mid Manager
PFLM - Police First Level Manager

Appendix "B" – Catastrophic Illness and Injury Donation Plan

Purpose

To assist employees confronting personal or family catastrophic illness or injury who need the support of City employees to avoid financial hardship.

Plan Guidelines

1. Regular and probationary employees who are on an approved leave of absence (in accordance with Human Resources Rules 2.11 (B) or (D)) may receive donated hours of vacation, sick leave, or compensatory time off (CTO) from other employees.

2. Employees seeking donations of time shall submit a written request to the Human Resources Department stating the reason(s) for the request. The Director of Human Resources shall review requests. Each request shall be evaluated solely on its merits. If approved, the Director of Human Resources will initiate efforts to notify City employees of the request for the donation of hours. The name of the employee will be identified but the City will not release confidential medical information.

If disapproved, the requesting employee may seek review of the decision by the joint labor-management committee consisting of one representative from each of the following groups:

A) Yuba City Employees Association

B) Firefighters' Association

C) Police Officers' Association

D) Middle Managers Group

E) First Level Managers Group

F) Human Resources Department

In the event the Committee reaches a tie decision, the decision shall be made in favor of the employee.

The decision of the labor-management committee shall be final and binding, and shall not be subject to the grievance procedure.

3. To be eligible for donated leave hours, the employee must be on an approved leave of absence for their critical illness or injury or to provide required care for a family member (spouse, child, parent) who is critically ill or injured. The guidelines of the Family Care Leave (Human Resources Rule 2.11 (D)) shall be used to determine whether the critical illness or injury qualifies for the donation of leave hours. Verification of need via physician statements will normally be required. The employee must have exhausted, or is

reasonably expected to exhaust, all accumulated leave hours (vacation, sick leave, CTO) in order to receive leave.

Appendix "C" – Counseling Memo Policy

When a department head becomes aware of employee conduct, which requires documentation but does not warrant formal disciplinary action, a counseling memorandum may be issued to the employee. The purpose of a counseling memo is to provide notice to the employee of a deficiency or problem observed, document infractions, and modify behavior.

Counseling memos shall be issued on a standard form used by the City. A copy of the counseling memo shall be given to the employee and a copy shall be maintained in the employee's personnel file for a period of two years. At the conclusion of two years, the employee can ask that the counseling memo be removed from the personnel file. At that time or any time thereafter that it is discovered that a counseling memo exists in the personnel file after two years, all copies shall be removed from any file maintained by the City, including the department or supervisor, and given to the employee. No future reference to the counseling memo will be made in a subsequent disciplinary process or performance evaluation. However, should an employee receive a subsequent counseling memo, or other disciplinary action within the two year period, a counseling memo shall not be discarded until a two year period has passed in which no counseling memo or disciplinary action has been issued.

During the two-year period the counseling memo may be used by a supervisor to support disciplinary action. The fact that a counseling memo has been issued shall not be referenced in a performance evaluation, however the substance of the counseling memo may be referenced in a performance evaluation if the supervisor deems it necessary.

Counseling memos used prior to the adoption of this Memorandum of Understanding are subject to this policy.

CITY OF YUBA CITY
STAFF REPORT

Date: October 18, 2022

To: Honorable Mayor & Members of the City Council;

From: Public Works Department

Presentation By: Ben Moody, Public Works & Development Services Director

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Summary

Subject: Utilities Chemical Budget Adjustments

Recommendation: Adopt a Resolution:

A. Authorizing the Finance Director to make supplemental appropriations and related transfers in the amount of $110,000 from Account No. 971224-65501 (WTP Electrical & Instrumentation Improvements) to 7120 Water Treatment Plant chemical operating budget accounts as listed in the Resolution and in the amount of $772,391 from Account No. 981229-65501 (WWTF Capitalization Fund) to 8120 Wastewater Treatment Facility chemical operating budget accounts as listed in the Resolution; and

B. Authorizing the City Manager to amend the approved Standard Agreements with the Fiscal Year 22/23 chemical vendors to adjust the per unit prices as necessary, subject to approval as to legal form by the City Attorney, with the finding that it is in the best interest of the City

Fiscal Impact: $110,000 – Water Treatment Plant
$50,000 – Acct. No. 7120-63702 (Chlorine)
$10,000 – Acct. No. 7120-63706 (Polymer)
$25,000 – Acct. No. 7120-63707 (Lime)
$15,000 – Acct. No. 7120-63720 (Weed Control)
$10,000 – Acct. No. 7120-63714 (Citric Acid)

$772,391 – Wastewater Treatment Facility
$325,000 – Acct. No. 8120-63702 (Chlorine)
$47,391 – Acct. No. 8120-63720 (Weed Control)
$250,000 – Acct. No. 8120-63732 (Oxygen)
$150,000 – Acct. No. 8120-63733 (Polymers)

Balances are based on projected need. The actual costs will vary based upon usage.

Purpose:

To provide the necessary funding for essential chemicals for the water and wastewater treatment

processes in response to changes in industry pricing and supply.

Council's Strategic Goal:

This item addresses Council's strategic goals of *Fiscal Responsibility* and *Infrastructure* by providing the necessary funding and contract amendments to support the operations of the Water Treatment Plant and Wastewater Treatment Facility.

Background:

The treatment processes at the City's Water Treatment Plant (WTP) and Wastewater Treatment Facility (WWTF) require a reliable supply of a number of bulk chemicals delivered on continuous or as-needed basis. In order to secure consistent delivery and the best prices, the City participates in two methods of competitive bidding, the Bay Area Chemical Consortium (BACC) annual bid for regional cooperative bidding and a City-run formal bid for chemicals more specific to just the City's processes. Additionally, some chemicals, such as polymers, are proprietary products which can only be purchased from one vendor.

The City's last formal bid for chemicals, Formal Bid 19-08, was awarded by Council on June 4, 2019. This item awarded contracts for Fiscal Year 19/20 with the possibility of up to three (3) annual extensions to be executed by the City Manager. Fiscal Year 22/23 is the final authorized contract extension for Formal Bid 19-08 chemicals.

Analysis:

The current state of the economy and supply changes have severely impacted the price and reliable delivery of bulk chemicals for water and wastewater treatment. While Public Works attempted to account for this anticipated increase during the Fiscal Year 22/23 budget process in March 2022, the increases in price and supply chain issues have proven to be significantly beyond those initial estimates for a number of the chemical accounts which, therefore, need to be adjusted in order to fund the necessary purchases.

A Fiscal Year 22/23 Chemical Budget Analysis is included as Attachment 2, which contains the new fiscal year price increases, anticipated budget shortfalls, and requested appropriations for all of the impacted budgetary line items. Staff evaluated potential use reduction measures, drought and water conservation impacts on treatment and flow, and alternative procurement methods to determine the budgetary requests. Staff also conducted spot checks with other vendors and suppliers directly and compared the BACC rates to other cooperative and single-agency prices to verify that the prices submitted by the awarded vendors are equal to or lower than other industry pricing. Unfortunately, Public Works has been unable to find viable alternatives to reduce costs for the needed chemicals.

Public Works is also requesting that the City Manager be authorized to amend the awarded Standard Agreements with the chemical vendors for Fiscal Year 22/23, including both the BACC and Formal Bid 19-08 contracts, in order to adjust the per unit prices as necessary to respond to the current price increases and any future fluctuations during the fiscal year.

Fiscal Impact:

In order to process the remaining contracts and encumber the funds for Fiscal Year 22/23, Public Works is requesting authorization to appropriate $110,000 from Account No. 971224-65501 (WTP Electrical & Instrumentation Improvements) and $772,391 from Account No. 981229-65501 (WWTF Capitalization Fund) to the requested chemical budget line items as enumerated in the Resolution. Transferring funds from these Capital Improvement Program (CIP) projects allows the City to continue

to maintain the unallocated Enterprise Fund reserves for its debt service ratio and unanticipated emergencies and will not impact any priority projects during this fiscal year. While there may collectively be cost savings from other operating accounts throughout the year, Public Works does not recommend transferring from within the operating budgets this early in the fiscal year given fluctuating prices for other materials, supplies, and services at this time.

As the increased chemical prices are anticipated to continue into the near future per industry representatives and the BACC, CIP funding may be limited in Fiscal Year 23/24 to fund the increased operational budget needs. The City's upcoming 2023-2024 water and wastewater rate study will evaluate the long-term fiscal impacts of the changes in chemical pricing and availability on the operating budget funding needs for future years, which will be utilized for determining rates for Fiscal Year 24/25 and beyond.

Alternatives:

1. Direct staff to conduct new formal bids for one or more chemicals. This may result in interrupted or unreliable supply of these essential treatment chemicals and is unlikely to provide cost savings for the City, based on preliminary review.
2. Reduce one or more of the budget line item adjustment requests and direct staff to return to Council should further funding be required.

Recommendation:

Adopt a Resolution:

A. Authorizing the Finance Director to make supplemental appropriations and related transfers in the amount of $110,000 from Account No. 971224-65501 (WTP Electrical & Instrumentation Improvements) to 7120 Water Treatment Plant chemical operating budget accounts as listed in the Resolution and in the amount of $772,391 from Account No. 981229-65501 (WWTF Capitalization Fund) to 8120 Wastewater Treatment Facility chemical operating budget accounts as listed in the Resolution; and

B. Authorizing the City Manager to amend the approved Standard Agreements with the Fiscal Year 22/23 chemical vendors to adjust the per unit prices as necessary, subject to approval as to legal form by the City Attorney, with the finding that it is in the best interest of the City.

Attachments:

1. Resolution - Utilities Chemical Budget Adjustments
2. FY 22-23 Chemical Budget Analysis - Utilities Chemical Budget Adjustments

Prepared By:
Scarlett O. Harris
Administrative Analyst II

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY AUTHORIZING THE FINANCE DIRECTOR TO MAKE BUDGETARY ADJUSTMENTS AND THE CITY MANAGER TO AMEND AGREEMENTS TO FUND FISCAL YEAR 22/23 WATER AND WASTEWATER TREATMENT PROCESS CHEMICALS

WHEREAS, the City of Yuba City Water Treatment Plant (WTP) and Wastewater Treatment Facility (WWTF) require a reliable supply of bulk essential chemicals for its water and wastewater treatment processes; and

WHEREAS, the City of Yuba City procured the annual per unit price for each chemical for Fiscal Year 22/23 by appropriate procurement methods to acquire consistent supply and delivery at the best prices and determine the lowest qualified responsive and responsible bidders in accordance with the City's Purchasing Policies and Procedures. These procurement methods were the Fiscal Year 22/23 Bay Area Chemical Consortium (BACC) agency bid, awarded by Council on June 21, 2022; City-held Formal Bid 19-08, awarded by Council on June 4, 2019 with the option of up to three (3) annual extensions; and sole source procurement for proprietary products, as applicable; and

WHEREAS, economic and supply changes in the interim have impacted the cost and reliable delivery of essential water and wastewater treatment chemicals, which has increased the per unit price and estimated fiscal impact of many of the City's chemical products; and

WHEREAS, the amounts budgeted in the 7120 (Water Treatment Plant) and 8120 (Wastewater Treatment Facility) chemical operating budgets will need to be adjusted to fund these essential procurements, as enumerated below:

$110,000 – Water Treatment Plant

$ 50,000	–	Acct. No. 7120-63702 (Chlorine)
$ 10,000	–	Acct. No. 7120-63706 (Polymer)
$ 25,000	–	Acct. No. 7120-63707 (Lime)
$ 15,000	–	Acct. No. 7120-63720 (Weed Control)
$ 10,000	–	Acct. No. 7120-63714 (Citric Acid)

$772,391 – Wastewater Treatment Facility

$325,000	–	Acct. No. 8120-63702 (Chlorine)
$ 47,391	–	Acct. No. 8120-63720 (Weed Control)
$250,000	–	Acct. No. 8120-63732 (Oxygen)
$150,000	–	Acct. No. 8120-63733 (Polymers)

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

1. The Finance Director is authorized to make supplemental appropriations and related transfers in the amount of $110,000 from Account No. 971224-65501 (WTP Electrical & Instrumentation Improvements) to 7120 Water Treatment Plant chemical operating budget accounts as listed in the recitals above and in the amount of $772,391 from Account No. 981229-65501 (WWTF Capitalization

Fund) to 8120 Wastewater Treatment Facility chemical operating budget accounts as listed in the recitals above.

2. The City Manager is authorized to amend the approved Standard Agreements with the Fiscal Year 22/23 chemical vendors to adjust the per unit prices as necessary, subject to approval as to legal form by the City Attorney.

3. The City Council finds these actions in the best interest of the City.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 18th day of October 2022.

AYES:

NOES:

ABSENT:

_____
Dave Shaw, Mayor

ATTEST:

_____
Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNCIL FOR YUBA CITY:

_____
Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

ATTACHMENT 2

FY 22/23 Chemical Budget Analysis

Account	Chemical	Units	FY 21/22 Unit Price	FY 22/23 Unit Price	% Change	FY 22/23 Estimated Expenditures	FY 22/23 Budget	Delta	Adjusted FY 22/23 Budget	Appropriation Request
Water										
7120-63702	Chlorine	ton	$ 825.000	$ 1,933.000	134.30%	$ 134,415.88	$ 100,000.000	$ (34,415.881)	**$ 150,000.00**	$ (50,000.000)
7120-63706	Polymer	pounds	$ 4.750	$ 7.000	47.37%	$ 26,568.18	$ 20,000.000	$ (6,568.183)	**$ 30,000.00**	$ (10,000.000)
7120-63707	Lime	dry ton	$ 697.530	$ 778.450	11.60%	$ 220,697.34	$ 200,000.000	$ (20,697.344)	**$ 225,000.00**	$ (25,000.000)
7120-63720	Weed Control	various	Various	Various	-	$ 30,000.00	$ 15,000.000	$ (15,000.000)	**$ 30,000.00**	$ (15,000.000)
7120-63714	Citric Acid	gallon	$ 8.480	$ 21.300	151.18%	$ 25,000.00	$ 20,000.000	$ (5,000.000)	**$ 30,000.00**	$ (10,000.000)
					Total:	**$ 436,681.408**	**$ 355,000.000**	**$ (81,681.408)**	**$ 465,000.000**	**$ (110,000.000)**
Wastewater										
8120-63702	Chlorine	ton	$ 825.000	$ 1,933.000	134.30%	$ 507,919.91	$ 195,000.000	$ (312,919.910)	**$ 520,000.00**	$ (325,000.000)
8120-63720	Weed Control	various	Various	Various	-	$ 100,000.00	$ 57,391.000	$ (42,609.000)	**$ 100,000.00**	$ (47,391.000)
8120-63732	Oxygen	gallon	$ 0.460	$ 0.800	73.91%	$ 571,590.82	$ 350,000.000	$ (221,590.817)	**$ 600,000.00**	$ (250,000.000)
8120-63733	Polymers	pounds	$ 1.350	$ 1.800	33.33%	$ 496,800.00	$ 380,000.000	$ (116,800.000)	**$ 530,000.00**	$ (150,000.000)
					Total:	**$ 1,676,310.727**	**$ 982,391.000**	**$ (693,919.727)**	**$ 1,750,000.000**	**$ (772,391.000)**

CITY OF YUBA CITY
STAFF REPORT

Date: October 18, 2022

To: Honorable Mayor & Members of the City Council;

From: Public Works Department

Presentation By: Ben Moody, Public Works & Development Services Director

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Summary

Subject: Water Treatment Plant West Flow Meter (Plans & Specifications)

Recommendation: Adopt a Resolution adopting a CEQA Class 1 Categorical Exemption, approving the plans and specifications for the Water Treatment Plant West Flow Meter Project (22-13) and authorizing advertisement for bids on the project

Fiscal Impact: Engineer's Estimate: $250,000 – Account No. (1227) Recurring WTP & Water Storage Improvements

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Purpose:

To maintain the City's Water Treatment Plant (WTP) operational effectiveness through proactive rehabilitation and major maintenance.

Council's Strategic Goal:

This project addresses City Council's Strategic Goal of improving the City's Infrastructure.

Background:

The initial construction of the City's WTP was performed in 1969. At that time, treated water was discharged through a single 30-inch diameter pipeline towards Clark Avenue to enter the City's distribution system. To measure the amount of treated water delivered to the City's distribution system, a Dall tube flow meter was installed on this pipeline below ground in a metering vault.

In 2000, the City installed a second pipeline exiting the WTP towards the east on Northgate Drive to enter the City's distribution system on Live Oak Boulevard. To measure the amount of treated water delivered through this pipeline, a Badger M2000 Electromagnetic Flow Meter was installed in above ground piping. This electromagnetic flow meter is referred to as the East flow meter and the original Dall tube flow meter is now referred to as the West flow meter.

The West flow meter is currently a modified Venturi tube consisting of two sections, a short straight inlet followed by an abrupt decrease in diameter. Flow through this meter experiences a pressure differential that is constantly measured via high/low pressure transmitters. The transmitters produce a digital readout of the flow rate that can be read by WTP staff. After 53 years, these transmitters have become increasingly unreliable and problematic. Additionally, the West flow meter is fully contained within the

host pipe and cannot be isolated. Without the ability to isolate the existing meter, and because the meter is below ground in a vault, it is extremely difficult for staff to perform routine maintenance on it.

By routing the west pipeline above ground and installing a new Badger M2000 Electromagnetic Flow Meter, WTP staff will be able to maintain a consistent meter inventory, piping, and fittings that allow for efficient maintenance and integration into the WTP's flow monitoring and reporting requirements.

Analysis:

Public Works has prepared the project plans, specifications, and cost estimate for the Water Treatment Plant West Flow Meter Project. With Council's approval of the plans and specifications and authorization to advertise for bids, and upon approval of permits, staff proposes the following schedule:

Advertise for bid:	October 2022
Open bids:	November 2022
Award contract:	December 2022
Start of construction:	January 2022
Complete construction:	January 2022

The plans and specifications for the project are on file in the Public Works Department at City Hall and at www.yubacity.net/publicworksplans for review. The City's Public Works Department will perform construction management and inspection.

Fiscal Impact:

The estimated total project cost is approximately $250,000. This estimate includes 15% contingency. Account No. 1227 (Recurring WTP & Water Storage Improvements) has sufficient funding programmed. Detailed fiscal impacts will be presented to Council at the time of award based on actual bid amounts.

Environmental:

Staff has performed a preliminary environmental assessment of this project and has determined that it falls within the Class 1 Categorical Exemption set forth in CEQA Guidelines Section 15301, as the installation of above ground pipeline and Badger M2000 Electromagnetic Flow Meter within existing City facilities is defined as a repair, maintenance, or minor alteration of existing public facilities, involving negligible or no expansion. Further, none of the exceptions to Categorical Exemptions set forth in CEQA Guidelines 15300.2 apply to this project.

Alternatives:

1. Do not approve the plans and specifications and delay the project.
2. Modify the proposed plans and specifications.

Recommendation:

Adopt a Resolution adopting a CEQA Class 1 Categorical Exemption, approving the plans and specifications for the Water Treatment Plant West Flow Meter Project (22-13) and authorizing advertisement for bids on the project.

Attachments:

1. Resolution - Water Treatment Plant West Flow Meter (Plans & Specifications)

Prepared By:
Nick Menezes
Assistant Engineer

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING THE PLANS AND SPECIFICATIONS FOR THE WATER TREATMENT PLANT WEST FLOW METER PROJECT (22-13) AND AUTHORIZING ADVERTISEMENT FOR BIDS ON THE PROJECT

WHEREAS, the Public Works Department intends to install above ground piping and a new Badger M2000 Electromagnetic Flow Meter at the Water Treatment Plant; and,

WHEREAS, the Public Works Department intends to solicit bids for construction of the Water Treatment Plant West Flow Meter Project (22-13) (Project).

NOW, THEREFORE, be it resolved and ordered by the City Council of the City of Yuba City as follows:

1. Staff has performed a preliminary environmental assessment of this project and has determined that it falls within the Class 1 Categorical Exemption set forth in CEQA Guidelines Section 15301, as the installation of above ground pipeline and Badger M2000 Electromagnetic Flow Meter within existing City facilities is defined as a repair, maintenance, or minor alteration of existing public facilities, involving negligible or no expansion. Further, none of the exceptions to Categorical Exemptions set forth in CEQA Guidelines 15300.2 apply to this project. As such the City adopts a Categorical Exemption per CEQA Guidelines section 15301 for this project.

2. The plans and specifications for the Project are approved.

3. The Public Works Department is hereby authorized and directed to advertise for bids for the Project.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 18th day of October, 2022.

AYES:

NOES:

ABSENT:

_____

Dave Shaw, Mayor

ATTEST:

_____
Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

_____
Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

CITY OF YUBA CITY
STAFF REPORT

Date: October 18, 2022

To: Honorable Mayor & Members of the City Council;

From: Police Department

Presentation By: James Runyen, Police Commander

Summary

Subject: Adopt Technical Refinements to the Camping and Storage of Personal Property Ordinance

Recommendation: Adopt an Ordinance of the City Council of the City of Yuba City, California, Renumbering/Re-Lettering Yuba City Municipal Code Section 5.23.050 by title only, and waive the second reading

Fiscal Impact: No fiscal impact. The Ordinance is already in place and needs amendment

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Purpose:

Renumber/re-letter existing Municipal Code Chapter 5.23.050 to allow effective enforcement of Ordinance. Improving the quality of life through a regionally consistent Camping and Storage of Personal Property Ordinance while preserving the rights of all citizens.

Council's Strategic Goal:

This meets the Council's goal of Public Safety as the purpose of the Ordinance is to provide enforcement of unauthorized camping and storage.

Background:

In January of 2019, a Camping and Storage of Personal Property Ordinance was adopted to assist in the enforcement efforts of the City in reducing the public health and safety issues associated with unauthorized camping. The proliferation of unauthorized camping has continued to be an issue in the City since the adoption of the Ordinance. The proposed refinements to the existing Ordinance will provide greater clarity and will allow for greater ease of enforcement as was intended by the City Council.

Analysis:

The current Ordinance has proven a reasonable regulation that applies to all citizens that camp or store personal property within the incorporated area of Yuba City. The overall purpose of this Ordinance is to preserve the rights of all citizens within the City so as to maintain certain areas of land for the purpose for which they were intended to be used, to maintain the integrity of the levee

system that protects Yuba City residents, businesses and environment, protect the health of riparian habitats and waterways as well as to protect the rights of individuals that may be subject to personal property removal. The amendment to the existing Ordinance will allow the City to enforce the ordinance already in place.

Environmental:
No new environmental impacts

Fiscal Impact:

No fiscal impact. The Ordinance is already in place and needs amendment.

Alternatives:

1. Provide direction to staff as to changes which should be incorporated into the Ordinance.
2. Take no action on the Ordinance.

Recommendation:

Adopt an Ordinance of the City Council of the City of Yuba City, California, Renumbering/Re-Lettering Yuba City Municipal Code Section 5.23.050 by title only, and waive the second reading

Attachments:

1. Proposed Amendment - 5.23.050 Clean-up Ordinance v2 (1)

Prepared By:	Submitted By:
Jim Runyen	Diana Langley
Police Commander	City Manager

ATTACHMENT 1

ORDINANCE _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUBA CITY, CALIFORNIA, RENUMBERING/RE-LETTERING YUBA CITY MUNICIPAL CODE SECTION 5.23.050

WHEREAS, Yuba City Municipal Code ("YMC") Section 5.23.050 contains inadvertent typographical errors relating to the numbering/lettering thereof which require correction; and

WHEREAS, therefore, the City Council desires to adopt this Ordinance in order to correct such inadvertent errors.

NOW, THEREFORE, the City Council of the City of Yuba City does ordain as follows:

SECTION 1. Recitals. The recitals set forth above are incorporated herein by this reference.

SECTION 2. Renumbering/Re-lettering of Section 5.23.050. Section 5.23.050 of Chapter 23 of Title 5 of the Yuba City Municipal Code is hereby amended in its entirety as follows:

Section 5.23.050. - Unlawful camping.

(a) With the exception of authorized camping at a private or public campground or recreational vehicle park or camping authorized under any other ordinance, law, or regulation, no person shall camp in the following areas:

(1) Any private property unless:

(i) The person camping (aa) is the owner or tenant of the private property; (ab) is a family member or relative of an owner or tenant of the private property; (ac) is accompanied by an owner or tenant of the private property; or (ad) has written permission in his or her possession from an owner or tenant of the private property and the written permission includes the owner's or tenant's name, address, and phone number, or

(ii) The camping is not prohibited under Chapter 5.20 or any other ordinance, law, or regulation;

(2) Any City Park or trail facility, except in locations designated for such purposes or pursuant to a lawfully issued permit;

(3) Any City airport;

(4) Any City cemetery;

(5) Any property that is within or below 200 feet above the Ordinary High Water Mark of any lake, waterway, river, stream, pond, or reservoir;

(6) Any levee or within 50 feet of the landside levee toe; and

(7) Any City right-of-way including but not limited to public highways, roadway shoulders, sidewalks, or alleys so as to in any manner hinder or obstruct

the free passage therein or thereon of any persons or vehicles passing or attempting to pass along the same right-of-way.

(b) Permitting of camping in City parks shall be governed by Chapter 5.20.

SECTION 3. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 4. Effective Date and Publication. This Ordinance shall take effect 30 days after its adoption. The City Clerk, or duly appointed deputy, shall attest to the adoption of this Ordinance and shall cause this Ordinance to be posted in the manner required by law.

Introduced and read at a regular meeting of the City Council of the City of Yuba City on the 4th day October, 2022, and passed and adopted at a regular meeting held on the 18th day of October, 2022.

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Dave Shaw, Mayor
City of Yuba City

ATTEST:

_____
Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM:

_____
Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

CITY OF YUBA CITY
STAFF REPORT

Date: October 18, 2022

To: Honorable Mayor & Members of the City Council;

From: Finance/IT Department

Presentation By: Brian Hansen, IT Manager

Summary

Subject: Enterprise Resource Planning (ERP) Procurement & Implementation Support

Recommendation: Adopt a Resolution awarding a Professional Services Agreement to SDI Presence LLC of Los Angeles, CA for development of a Request for Proposals (RFP) for the procurement and implementation of an Enterprise Resource Planning (ERP) and Human Resource/Payroll software platform in the amount of $83,990 plus $10,000 contingency for procurement services and an option for implementation support not to exceed $384,800, with the finding that it is in the best interest of the City

Fiscal Impact: $93,990 - Account No. 941292-65501 (Citywide IT System Modernization CIP) with optional $384,800 - Account No. 941292-65501 (Citywide IT System Modernization CIP) for implementation

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Purpose:

To develop a Request for Proposals (RFP) for the purchase and installation of an Enterprise Resource Planning (ERP) system to include financials as well as Human Resources/Payroll functions.

Council's Strategic Goal:

This item addresses City Council's Strategic Goal of fiscal responsibility by modernizing software and operations allowing staff to be more productive and gaining greater insight into our data in order to make better decisions on long-term planning as well as day to day operations.

Background:

In 1997, the City purchased the Automated Information System from Pentamation Software, Inc. for financials, human resources, payroll, community development and utility billing. Over the last 25 years, the system has had several major updates but the functionality and usability has largely remained the same. In 2015, the City Council identified a need to modernize our systems for more efficiency for staff with a friendly user interface for the public. The first product of this modernization was Accela. Accela is used for Business Licences, Permitting and Code Enforcement. These functions were previously handled by the Pentamation system but this system no longer provided what staff and the City Council required.

This transition started staff down the path of looking at our systems and processes to determine where we could improve and gain efficiency, as well as provide a more modern interface that is easier for new employees to learn and use. Staff determined the biggest need for modernization was Human Resources/Payroll followed by Financials. These are core functions within the City and the current system is no longer able to keep up with regulatory changes or the needs of staff. The City Council identified system modernization as a priority during the Goal Setting Workshops and subsequently approved $1.5 million in ARPA money to be placed in a CIP in order to fund these modernization projects.

Analysis:

City staff reached out to government user groups and trade associations and found the most popular and competent specialist for Enterprise Resource Planning (ERP) procurement and implementation support was SDI Presence LLC (SDI) out of Los Angeles, CA. Staff reached out to several references of SDI and found they had a very high satisfaction with the services provided by SDI and that SDI was key to their project success.

Since 1999, SDI's West Coast Division has worked with more than 200 public sector agencies to plan, procure, implement, and operate technology. More specifically to the City's needs, SDI has worked with more than 50 similar-sized public agencies to help them assess, procure, select, and implement their ERP systems. SDI will provide highly qualified consulting resources that will assess the City's business and operational needs and the current and future technology environment to develop a comprehensive Request for Proposal, and then will help guide the City through the proposal evaluation and vendor selection process, after which they will provide contract negotiation support and advisement to ensure the City receives maximum value from the selected vendor. The SDI consulting team consists of highly qualified and experienced professionals with the proven ability to complete projects on time and within budget. SDI resources all have relevant and recent experience with similar projects for California municipalities and include public sector ERP specialists with significant depth and expertise to address all aspects of this important project. We believe the combination of resources and knowledge of local government operations will enable SDI to provide the comprehensive services required to achieve project success.

The total expected cost for development of the RFP, purchase of ERP software and implementation is $1.5M. The timeline for this RFP, purchase of software and implementation is expected to be 3 years. The development of the RFP and purchase of software is expected to take 30 weeks with a 2 year implementation.

Fiscal Impact:

Should the Council decide to award a professional services agreement to SDI Presence LLC , the cost for the RFP services is $83,990 plus $10,000 contingency. Should the City decide to use SDI Presence LLC for implementation support, there would be an additional cost in the amount not to exceed $384,800. As part of the budget adoption, the Council has allocated $1.5M to the Citywide IT System Modernization CIP account for the budget year 2022/2023.

Alternatives:

1. Direct staff to handle procurement and installation internally
2. Do not purchase ERP software

Recommendation:

Adopt a Resolution awarding a Professional Services Agreement to SDI Presence LLC of Los Angeles, CA for development of a Request for Proposals (RFP) for the procurement and implementation of an Enterprise Resource Planning (ERP) and Human Resource/Payroll software platform in the amount of $83,990 plus $10,000 contingency for procurement services and an option for implementation support not to exceed $384,800, with the finding that it is in the best interest of the City

Attachments:

1. Enterprise Resource Planning (ERP) Procurement & Implementation Support - Resolution
2. Professional Services Agreement - SDI
3. Enterprise Resource Planning (ERP) Procurement & Implementation Support - Proposal

Prepared By:
Brian Hansen
Information Technology Manager

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY AWARDING A PROFESSIONAL SERVICES AGREEMENT SDI PRESENCE LLC OF LOS ANGELES, CA FOR DEVELOPMENT OF A REQUEST FOR PROPOSALS (RFP) FOR THE PROCUREMENT AND IMPLEMENTATION OF AN ENTERPRISE RESOURCE PLANNING (ERP) AND HUMAN RESOURCE/PAYROLL SOFTWARE PLATFORM IN THE AMOUNT OF $83,990 PLUS $10,000 CONTINGENCY FOR PROCUREMENT SERVICES AND AN OPTION FOR IMPLEMENTATION SUPPORT NOT TO EXCEED $384,800

WHEREAS, the City of Yuba City desires to develop a Request for Proposals (RFP) for the purchase and installation of an Enterprise Resource Planning (ERP) system to include financials as well as Human Resources/Payroll functions; and

WHEREAS, the existing system is over twenty years old and no longer meets the needs of the City; and

WHEREAS, SDI Presence LLC has provided a proposal to develop a Request for Proposals (RFP) for the purchase and installation of an Enterprise Resource Planning (ERP) system; and

WHEREAS, the City desires to award a Professional Services Agreement to SDI Presence LLC of Los Angeles, CA in the amount of $83,990 for development of a Request for Proposals (RFP) for the purchase and installation of an Enterprise Resource Planning (ERP) system.

NOW, THEREFORE, be it resolved by the City Council of Yuba City as follows:

1. The City Council finds that an award to SDI Presence LLC is appropriate on grounds including its demonstrated competences, professional qualifications for the services required, availability, and fair and reasonable costs. As such, the City Council finds that it is in the best interest of the City make a selection of SDI Presence LLC as the City's consultant consistent with section 10-5 of the City's Purchasing Policies and Procedures.

2. The City Council hereby awards, in the amount of $83,990, to SDI Presence LLC of Los Angeles, CA for development of a Request for Proposals (RFP) for the purchase and installation of an Enterprise Resource Planning (ERP) system, and finds that the award is in the best interest of the City. The City Council further authorizes the City Manager, or designee, to enter into an agreement with SDI Presence LLC for development of a Request for Proposals (RFP) for the purchase and installation of an Enterprise Resource Planning (ERP) system consistent with the terms of this Resolution and the material terms of the proposal attached hereto, and subject to approval of the agreement as to legal form by the City Attorney. A $10,000 contingency is hereby also authorized for the agreement, only to be accessed upon written authorization by the City. The City Council further authorizes the City Manager, or designee, to enter into an agreement with SDI Presence LLC for the option of implementation support not to exceed $384,800, only to be accessed upon written authorization by the City.

3. This Resolution shall become effective immediately.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 18th day of October, 2022.

AYES:

NOES:

ABSENT:

_____
Dave Shaw, Mayor

ATTEST:

_____
Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

_____
Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Exhibit(s):

A. Proposal from SDI Presence LLC

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of October 18, 2022, by and between the City of Yuba City, a municipal corporation ("City") and SDI Presence LLC ("Consultant").

RECITALS

A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein; and

C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. The Consultant shall furnish the following services in a professional manner.

See Attached Scope of Services
(Exhibit A)

2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is completed and approved by the City. Finalization shall be completed at the direction of the City of Yuba City.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Exhibit A, which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed $83,990 without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's invoices shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenses. City shall pay Consultant not later than 30 days after approval of the monthly invoice by City staff. When payments made by the City equal 90% of the maximum fee provided for in this Agreement, no further

payments shall be made until the final work under this Agreement has been accepted by City.

5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City.

6. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination. Such compensation is subject to the conditions of Section 4 of this agreement.

7. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees, agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon request.

* Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regards to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written

consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant, which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

8. Consultant's Books and Records:

   a. Consultant shall maintain any and all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
   b. Consultant shall maintain all documents and records which demonstrated performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
   c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
   d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which

accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and

b. Possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(B)(2).)

10. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

13. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

14. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature, which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of Yuba City business license.

14. Indemnity. Consultant agrees to defend, indemnify and hold harmless the City, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs, including attorney fees and expenses in connection therein), arising out of the performance of this Agreement in whole or in part by any negligent act or omission of the Consultant, or anyone directly or indirectly employed by the Consultant or anyone for whose acts the Consultant may be liable, or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers.

15. Insurance Requirements. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, necessary insurance policies as described in Exhibit B.

16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City	Diana Langley City Manager City of Yuba City 1201 Civic Center Blvd Yuba City, CA 95993 (530) 822-4602
If to Consultant:	David Gupta Chief Executive Officer SDI Presence LLC 200 E. Randolph Street, Suite 3550 Chicago, IL 60601 (312) 580-7500

17. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

18. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

19. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under the Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

20. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

21. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

22. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Sutter.

23. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

24. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

25. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both

parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

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

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

28. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non- discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF YUBA CITY:	**CONSULTANT:**
By:_____	By Sharee L Wolff Sharee L Wolff (Oct 10, 2022 11:35 CDT) Oct 10, 2022
Diana Langley **City Manager**	**Sharee Wolff** **Chief Financial Officer**

Attachments: Exhibit A – Scope of Services
Exhibit B - Insurance Requirements
Exhibit C - Workers' Compensation Exemption

A proposal to the

City of Yuba City

Enterprise Resource Planning (ERP) Procurement & Implementation Support

September 27, 2022

Respectfully submitted by

SDI

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September 27, 2022

Mr. Brian Hansen, IT Manager
City of Yuba City
1201 Civic Center Blvd.
Yuba City, CA 95993

RE: Proposal for Enterprise Resource Planning (ERP) Procurement & Implementation Support

Dear Mr. Hansen:

SDI Presence LLC (SDI) respectfully submits this proposal to the City of Yuba City (City) for professional services to assist with the procurement of a replacement ERP solution. Based on our past discussions, we understand that you are interested in a proposal for procurement and implementation for the replacement of the City's SunGard Pentamation ERP system, including core Financials and HR/Payroll modules.

In the ***Project Approach and Methodology*** section of our proposal, we provide a detailed discussion of our approach, activities, deliverables, and timeline. SDI will provide highly qualified consulting resources that will assess the City's business and operational needs and the current and future technology environment to develop a comprehensive Request for Proposal, and then will help guide the City through the proposal evaluation and vendor selection process, after which we will provide contract negotiation support and advisement to ensure the City receives maximum value from the selected vendor.

Since 1999, SDI's West Coast Division (formerly ***NexLevel Information Technology***) has worked with more than 200 public sector agencies to plan, procure, implement, and operate technology. More specifically to the City's needs, SDI has worked with more than 50 similar-sized public agencies to help them assess, procure, select, and implement their ERP systems. As an example, SDI is currently providing, or recently completed, ERP projects at the following municipalities:

- City of Gilroy
- City of Fresno
- City of San Ramon
- City of Redwood City
- City of Fremont
- City of Redlands
- City of Half Moon Bay
- City of Rohnert Park
- City of Merced
- City of Sunnyvale
- City of Ontario
- City of Carson
- City of Manhattan Beach
- City of Glendale
- City of Alameda
- City of Vacaville
- City of Burlingame
- City of Walnut Creek
- City of Davis
- City of Dublin
- City of Chino Hills

The SDI consulting team consists of highly qualified and experienced professionals with the proven ability to complete projects on time and within budget. Our resources all have relevant and recent experience with similar projects for California municipalities and include public sector ERP specialists with significant depth and expertise to address all aspects of this important project. We believe the combination of resources and knowledge of local government operations will enable SDI to provide the comprehensive services required to achieve project success.

One of the critical factors setting us apart from our competitors is the fact that the services we will be providing to the City are the ***core focus of our business.*** New system procurement and implementation projects are our primary offerings. We are confident that when you review our proposal you will agree that SDI brings the experience, expertise, resources, and tools to assist the City on this important project. If you have any questions or require additional information, please feel free to email me at pgriffin@sdipresence.com or call me at 714-975-4150.

Sincerely,

Patrick Griffin, Vice President
SDI Presence LLC

Company Experience and Technical Competence

SDI focuses on helping public sector clients assess, plan, implement, and manage complex business technology. Our full range of services are shown in Figure 1 below.

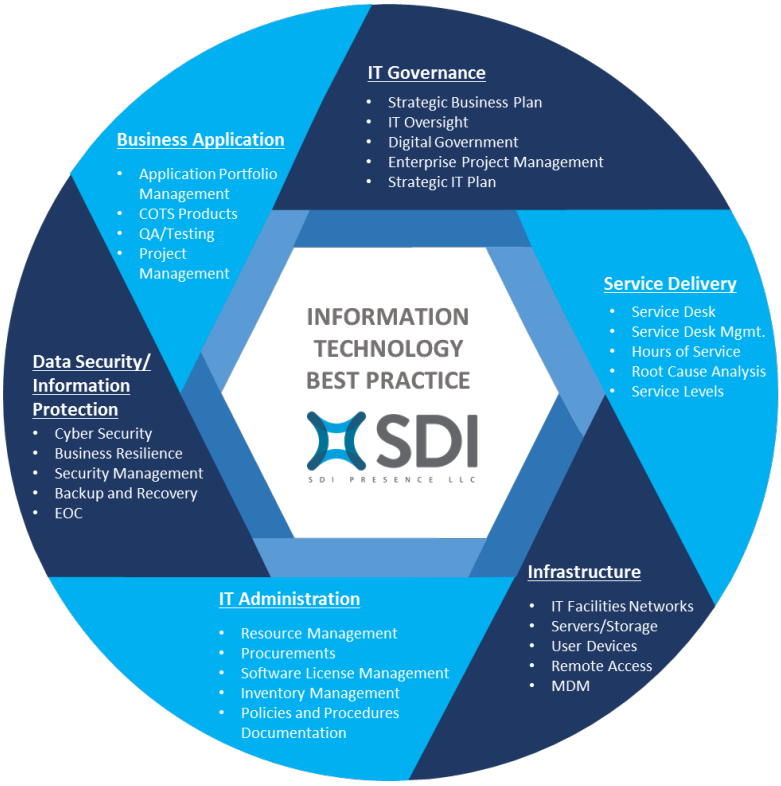

Figure 1: Full Range of Services

Since 1999, SDI's West Coast Division (formerly NexLevel) has worked with more than 200 state and local government agencies across eight states to complete Request for Proposal (RFP) development and Procurement Management efforts, IT Assessments, IT Strategic Plans, GIS Master Plans, Network Assessments, IT Service-Level Assessments, Policy/Procedure Documentation, Project Management Organization implementations, and Feasibility Studies. In addition to our California local government experience identified above, SDI also has significant planning, project management, and procurement experience working with the State of California for agencies such as California Highway Patrol, Department of Justice, Department of Motor Vehicles, Department of Corrections and Rehabilitation, Department of Child Support Services, and more.

SDI brings leadership, executive presence, and diverse perspective to our clients' most complex projects. SDI consultants bring previous experience gained from running large IT operations and multimillion-dollar IT projects, having held prior positions with Tier One consultancies. Our consultants include former CIOs, CFOs, Utility General Managers, Finance Directors, Community Development Directors, and Assistant City Managers. The SDI team builds on these gained insights when working with our clients, taking the time to understand a client's situation and needs, developing robust plans to address those needs within the situational boundaries, and delivering solutions that are on specification, on time, and within budget.

In the remainder of this section of our proposal we provide the City information about our experience and technical competence.

Description of Experience and Skills

SDI has extensive experience working with California local government agencies performing the services the City is seeking. To date, we have worked with over 50 public agencies (e.g. municipalities, counties, fire districts, and utility districts) on ERP projects. The following table identifies our ERP clients, past and present.

- City of Alameda
- Camrose Water District
- City of Chino
- Coachella Valley Water District
- City of Davis
- City of Fremont
- City of Glendale
- City of La Quinta
- City of Manhattan Beach
- Moulton Niguel Water District
- Placer County
- City of Redlands
- City of Rohnert Park
- San Joaquin COG
- Silicon Valley Clean Water
- City of Suisun City
- City of Walnut Creek
- City of Benicia
- City of Carson
- City of Chino Hills
- Consumnes CSD
- Douglas County (NV)
- City of Fresno
- City of Half Moon Bay
- Lakeside Fire Protection District
- City of Merced
- City of Ontario
- City of Pleasant Hill
- City of Redwood City
- Sacramento Metro. Fire District
- City of San Ramon
- Sonoma County
- City of Sunnyvale
- City of Burlingame
- City of Carson City (NV)
- Chino Valley Ind. Fire District
- Cucamonga Valley Water District
- City of Dublin
- City of Gilroy
- City of Indio
- Las Virgenes Water District
- City of Millbrae
- City of Paso Robles
- City of Poway
- Riverside County Trans. Comm.
- San Benito County
- Santa Clara Valley Water District
- South Tahoe PUD
- City of Vacaville

SDI's recent experience includes working with agencies that have chosen to procure SaaS (Cloud) ERP solutions. This experience allows us to bring our clients current and relevant knowledge about these solutions offerings, including critical terms and conditions that should be considered in the negotiated agreements.

It is important to note that SDI has, and will continue to be, ***100% independent from any ERP solution provider***. We pride ourselves on this independence and recognize that it is a critical attribute during the software vendor procurement process.

While we remain independent from any ERP solution provider, we are knowledgeable and current on enterprise software vendors and products in the marketplace. Our consultant team has participated in selection processes that have included Cogsdale, Harris, Tyler Incode, Superion, Accela, Tyler Munis, Oracle, Workday, SAP, Tyler New World, CGI, Agresso, Microsoft Dynamics, Caselle, Infor, PeopleSoft, JD Edwards, and others.

SDI is recognized throughout the State of California for our services supporting public sector agency ERP requirements, procurements, and implementations. This is evident not only by the number of successful projects and client references, but also because we are commonly asked by organizations such as California Society of Municipal Financial Officers (CSMFO) and Municipal Information Systems Association of California (MISAC) to present at their annual conferences and regional chapter groups. As an example, at the 2017 and 2018 CSMFO annual conferences, SDI co-presented a day long pre-conference session dedicated to ERP procurement and implementation. For the 2019 CSMFO conference, SDI co-presented with one of our municipal clients on ERP procurement and implementation. We also presented on the topic of IT sustainability and governance. We were recently asked to lead a CSMFO Webinar to educate finance professionals on Cloud Computing so that they are prepared for the new wave of Software-as-a-Service (SaaS) solutions. In total, the SDI team has presented more than a dozen times to CSMFO and MISAC, with many of the presentations focused on ERP systems. The fact that we are continually invited to present at these important organization's events speaks to our expertise and experience.

Provided in Table 1 on the following page is a comprehensive listing of our past and present clients.

Table 1 – SDI West Coast Client List

	IT Strategic Plans	IT Assessments	IT Policies & Procedures	Project Management	IT Governance	Disaster Recovery Planning	System Selection & Procurements	Other Management Consulting
Municipalities								
Alameda, CA		✓					✓	✓
Anaheim, CA	✓						✓	✓
Belmont, CA	✓							
Beverly Hills, CA	✓	✓						✓
Branson, MO	✓	✓						✓
Burbank, CA	✓	✓						
Burlingame, CA				✓			✓	
Carson, CA				✓				
Carson City, NV	✓	✓					✓	✓
Chino Hills, CA				✓			✓	✓
Concord, CA				✓				✓
Coronado, CA			✓	✓			✓	✓
Costa Mesa, CA								✓
Cupertino, CA	✓	✓						
Davis, CA							✓	✓
El Segundo, CA	✓	✓						
Fairfield, CA	✓	✓	✓		✓	✓	✓	✓
Fremont, CA				✓			✓	✓
Fresno, CA	✓	✓					✓	✓
Galt, CA	✓	✓	✓	✓	✓	✓	✓	✓
Gilroy, CA	✓	✓		✓			✓	✓
Glendale, CA	✓	✓		✓			✓	✓
Half Moon Bay, CA				✓			✓	
Huntington Beach, CA	✓	✓			✓			✓
Indio, CA							✓	
Industry, CA				✓				
Irvine, CA		✓		✓	✓	✓		✓
La Quinta, CA				✓			✓	✓
Laguna Beach, CA	✓	✓						
Long Beach, CA				✓			✓	✓
Los Angeles, CA				✓				✓
Los Banos, CA	✓	✓						
Manhattan Beach, CA	✓	✓			✓		✓	✓
Merced, CA			✓				✓	✓
Millbrae, CA							✓	
Napa, CA	✓	✓			✓			✓
Newport Beach, CA					✓		✓	✓
Novato, CA	✓	✓			✓			✓
Ontario, CA		✓		✓			✓	
Orange, CA	✓	✓			✓		✓	✓
Oxnard, CA	✓	✓						
Pasadena, CA							✓	✓

	IT Strategic Plans	IT Assessments	IT Policies & Procedures	Project Management	IT Governance	Disaster Recovery Planning	System Selection & Procurements	Other Management Consulting
Paso Robles, CA				✓			✓	✓
Petaluma, CA							✓	
Pismo Beach, CA	✓	✓					✓	
Pleasant Hill, CA							✓	
Rancho Cordova, CA	✓	✓						✓
Rancho Palos Verdes, CA	✓	✓					✓	✓
Redlands, CA							✓	
Redwood City, CA	✓	✓		✓			✓	
Rohnert Park, CA	✓			✓			✓	✓
San Luis Obispo, CA	✓	✓					✓	✓
San Rafael, CA	✓	✓		✓	✓		✓	✓
San Ramon, CA				✓			✓	
Santa Clara, CA	✓	✓	✓	✓	✓		✓	✓
Santa Cruz, CA	✓	✓	✓		✓			✓
Stockton, CA	✓	✓		✓	✓			✓
Suisun City, CA				✓			✓	
Sunnyvale, CA							✓	
Vacaville, CA							✓	
Ventura, CA	✓	✓			✓			✓
Visalia, CA	✓	✓			✓			
Walnut Creek, CA	✓	✓			✓			✓
Watsonville, CA	✓	✓		✓				✓
Counties								
Douglas County, Nevada		✓						✓
El Paso County, Texas	✓	✓						
Lane County, Oregon	✓	✓						
Placer County, CA							✓	✓
Riverside County, CA								✓
San Benito County, CA				✓				✓
San Diego County, CA				✓				✓
Santa Clara County, CA				✓				✓
Sonoma County, CA				✓				✓
Special Districts								
Central Contra Costa Sanitation District	✓	✓	✓	✓	✓		✓	✓
Chino Valley Independent Fire District				✓			✓	✓
Cosumnes Community Services District				✓			✓	
Cucamonga Valley Water District							✓	
Delta Diablo Sanitation District	✓	✓						✓
East Valley Water District	✓	✓						
Lake Arrowhead Community Services							✓	
Las Virgenes Municipal Water District	✓	✓				✓	✓	
Monterey Regional Water P.C.A.	✓	✓						
Moulton Niguel Water District	✓	✓	✓	✓	✓		✓	✓
North Tahoe Public Utilities District	✓	✓						

	IT Strategic Plans	IT Assessments	IT Policies & Procedures	Project Management	IT Governance	Disaster Recovery Planning	System Selection & Procurements	Other Management Consulting
Port of Los Angeles	✓	✓						
Rancho California Water District	✓	✓			✓			✓
Riverside Co. Trans. Commission				✓				
Sacramento Area Sewer District								✓
Sacramento Metropolitan Fire District		✓					✓	
Sacramento Municipal Utility District								✓
San Joaquin Council of Governments							✓	
San Bernardino County Fire								✓
Santa Clara County Fire Department		✓						✓
Santa Clara County Housing Authority	✓	✓						
Santa Clara Valley Water District							✓	
Silicon Valley Clean Water							✓	
Silicon Valley Power	✓			✓			✓	✓
South Tahoe Public Utility District	✓	✓			✓	✓	✓	
West Basin Municipal Water District	✓	✓			✓			
Zone 7 Water Agency	✓	✓						
State of California								
Assoc. of Regional Center Agencies				✓			✓	
CA Correctional Health Care Services				✓				✓
California Highway Patrol	✓	✓	✓	✓	✓	✓	✓	✓

References

Provided below is contact information for three recent ERP projects:

City of Rohnert Park
Don Schwartz, Assistant City Manager
dschwartz@rpcity.org
707-318-7748

City of Merced
Jeff Bennyhoff, CIO
bennyhoffj@cityofmerced.org
209-385-6829

City of Ontario
Armen Harkalyan, Executive Director of Finance
aharkalyan@OntarioCa.gov
909-395-2355

Project Approach and Methodology - PROCUREMENT

In this section of our proposal, we describe our project approach and methodology for the procurement of the new ERP system. This includes a description of each phase and the associated tasks and activities. We also identify the deliverables for this project.

SDI offers our clients proven methodologies and tools designed specifically to meet the unique needs of public sector agencies. Since our inception, we have invested in and developed methodologies, tools, and supporting processes designed specifically for the unique needs and requirements of California local government agencies. SDI constantly reviews and updates the knowledge base included in these toolkits based on experience with our clients. SDI's five-phased approach includes:

- The **"Initiate"** phase which establishes the foundation for effective communication and the successful completion of the project.
- The **"Requirements"** phase which encompasses a thorough discovery of the City's specific objectives and needs to ensure all the features, functions and requirements (e.g. user, interface, conversion, technical, etc.) necessary are defined and documented and communicated through the resulting documents for inclusion in the RFP.
- The **"RFP"** phase wherein the Request for Proposal is developed to meet the procurement requirements of the City.
- The **"Select"** phase which provides the structure for a fair and organized means to complete the review and decision process to select the best solution presented.
- The **"Negotiate"** phase which results in formal completion of agreements with the selected ERP solution vendor and the City.

Figure 2 provides an overview of the phases, activities, and deliverables for our proposed methodology.

PHASES	TASKS	DELIVERABLES
PHASE 1 INITIATE	1.1 – Project Sponsor Planning Meeting 1.2 – Work Plan Development 1.3 – Kickoff Meeting	• Work Plan • Kickoff Meeting Presentation
PHASE 2 REQUIREMENTS	2.1 – Request and Review Documentation 2.2 – Conduct System Requirements Workshops 2.3 – Document Functional Requirements 2.4 – Document Interfaces/Technical Requirements 2.5 – Document Data Conversion Requirements 2.6 – Complete ERP Needs Assessment Report	• Documentation Request Listing • Functional and Operational Requirements • Interface and Technical Requirements • Data Conversion Requirements • ERP Needs Assessment Report
PHASE 3 RFP	3.1 – Prepare Draft Request For Proposal (RFP) 3.2 – Review Draft RFP With Stakeholders 3.3 – Identify and Notify Potential Bidders 3.4 – Release RFP	• Draft RFP • Final RFP • Vendor Listing
PHASE 4 SELECT	4.1 – Address Vendor Questions 4.2 – Prepare Evaluation Committee 4.3 – Conduct Initial Screening of Proposals 4.4 – Assist with Review and Scoring of Proposals 4.5 – Prepare for Proof of Capabilities (POC) 4.6 – Facilitate POC Sessions 4.7 – Assist with Due Diligence 4.8 – Prepare Vendor Selection Report	• Vendor Question Responses • Evaluation Scoring Methodology and Matrix Template • Evaluation Scoring Matrix Summary • POC Session Agenda and Scripts • Vendor Selection Report
PHASE 5 NEGOTIATE	5.1 – Research Prior Vendor Agreements 5.2 – Conduct Initial Agreement Review 5.3 – Facilitate Negotiation Strategy Workshop 5.4 – Conduct Negotiation Meetings 5.5 – Obtain City Council Approval	• Final Agreement with Vendor • City Council Meeting Participation

Figure 2 – Methodology Overview

In the following pages, we provide a detailed discussion of each phase and an estimated project timeline.

Phase 1 – INITIATE

The purpose of the Initiate Phase is to prepare for, and initiate, the project under a well-defined work plan. This phase includes confirming our understanding, as well as the understanding of the stakeholders, regarding the scope of work and the process for accomplishing the overall objectives of the project.

PHASES	TASKS	DELIVERABLES
PHASE 1 INITIATE	1.1 – Project Sponsor Planning Meeting 1.2 – Work Plan Development 1.3 – Kickoff Meeting	• Work Plan • Kickoff Meeting Presentation

Task 1.1 - Project Sponsor Planning Meeting

Task Description

SDI will meet with the City's Project Sponsor and other key staff to complete a detailed review the scope of work, project timeline, deliverables, project status methods, project participants (i.e. sponsor, subject matter experts, technical resources, etc.), and other items to ensure a well-planned project. During this meeting, SDI will discuss the tools and templates that will be leveraged.

Task 1.2 – Work Plan Development

Task Description

SDI will develop a Work Plan that identifies the project approach, methods, tasks, activities, resources, schedule, budget, deliverables, issue and risk management, and major milestones.

Deliverables

SDI will deliver a draft Work Plan for review by the City. Once the City has completed its review, SDI will update for any changes and distribute a final Work Plan. On a periodic basis (as determined by the City project sponsor and SDI project manager), SDI will update and distribute the Work Plan to the project sponsor to help ensure the project stays on schedule and budget.

Task 1.3 – Kickoff Meeting

Task Description

Since the project will have an enterprise-wide impact, it is important to proactively communicate with all impacted staff to ensure a clear understanding of project goals and objectives, roles and responsibilities, approach, tasks, and timeline. The Kickoff Meeting also provides the opportunity to introduce the SDI team to City staff and should involve senior level management and project sponsors to provide introduction of this City-wide endeavor. It is important that all City staff that will be involved in the project, regardless of their role, participates in a project kickoff.

Deliverables

SDI will deliver a draft of the Kickoff Meeting Presentation in PowerPoint for the City's review. Once the City has completed its review, SDI will update for any changes and finalize the Kickoff Meeting Presentation that will be presented to the City staff attending the Kickoff Meeting.

Phase 2 - REQUIREMENTS

This phase will allow SDI to develop an accurate and clear understanding of the current environment, as this provides the initial baseline from which alternatives will be evaluated. In addition, during this phase it is necessary to identify and prioritize future system features and functions. A key success factor to selecting a best fit solution is having a comprehensive understanding of the City's true needs and requirements.

PHASES	TASKS	DELIVERABLES
PHASE 2 REQUIREMENTS	2.1 – Request and Review Documentation 2.2 – Conduct System Requirements Workshops 2.3 – Document Functional Requirements 2.4 – Document Interfaces/Technical Requirements 2.5 – Document Data Conversion Requirements 2.6 – Complete ERP Needs Assessment Report	• Documentation Request Listing • Functional and Operational Requirements • Interface and Technical Requirements • Data Conversion Requirements • ERP Needs Assessment Report

Task 2.1 – Request and Review Documentation

Task Description

SDI understands that City staff has limited time to dedicate to this project. Consequently, we will make all efforts to be as prepared as possible before asking for staff time. To accomplish this, SDI will request documentation to familiarize ourselves with the current environment, processes, procedures, policies, transaction levels, organizational responsibilities, reports, technical documentation, etc. It is not SDI's intent to create work for the staff with this task - if requested documentation does not exist, then it should not be created now.

Deliverable

SDI will provide the City with a Documentation Request Listing. This listing will provide direction to staff on the desired documentation and will be used to inventory the documentation provided.

Task 2.2 – Conduct System Requirements Workshops

Task Description

SDI will conduct workshops with the City's functional subject matter experts in all City departments. For the Finance Department interviews, the workshops will occur at a functional level (i.e. general ledger, budget, fixed assets, accounts receivable, inventory, purchasing, accounts payable, grant and project accounting, treasury, etc.). For other City departments, typically a single workshop per department will provide the information necessary to complete an analysis of potential ERP applicability for those department functions.

Outcomes of the workshops will document current processes, practices, polices, and procedures related to the City's use of the ERP system. The workshops will also explore unmet needs and focus on identifying new features and functions that can improve the existing operations.

SDI's approach to conducting the systems requirements workshops involves more than just gathering information from the City's subject matter experts. It includes educating and/or collaborating with staff on best practices and how evolving technology capabilities (i.e. workflow, reporting, integration, dashboards, document management, etc.) can be applied to the future environment.

Task 2.3 – Document Functional Requirements

Task Description

SDI will utilize the information gathered during Task 2.2 above to document the City's existing and desired functional requirements so that potential vendors have a full understanding of the City's requirements.

Deliverable

SDI will summarize our findings from the workshops into a Functional and Operational Requirements document. This information will be incorporated into the ERP Needs Assessment Report and will be available to the City prior to the finalization of the report (Task 2.6 below).

Task 2.4 – Document Interfaces/Technical Requirements

Task Description

During our work efforts in the prior tasks, SDI will identify required or desired interfaces and integration opportunities between the ERP system and other data repositories. This helps ensure that an integration point or interface is not missed. During this task, SDI will perform additional interviews and research to ensure interfaces and technical requirements are fully identified and defined. In addition, SDI will work with City staff to identify any interface standards that should be included in the RFP (i.e. City preferred interface methods).

Deliverable

SDI will summarize our findings into an Interface and Technical Requirements document. This information will be incorporated into the ERP Needs Assessment Report and will be available to the City prior to the finalization of the report (Task 2.6 below).

Task 2.5 – Document Data Conversion Requirements

Task Description

SDI will document the City's data conversion and migration requirements so that potential vendors can include the costs and approach for completing data conversion in their proposals. SDI will meet with the City's technical and business subject matter experts to identify and document data migration and conversion requirements. SDI will provide consultation with regard to the pros and cons of the possible approaches/strategies and provide recommendations.

Deliverable

SDI will summarize our findings into a Data Conversion Requirements document. This information will be incorporated into the ERP Needs Assessment Report and will be available to the City prior to the finalization of the report (Task 2.6 below).

Task 2.6 – Complete ERP Needs Assessment Report

Task Description

SDI will consolidate our activities and findings into an ERP Needs Assessment Report that will provide the business case for moving forward with the RFP. At a minimum, the ERP Needs Assessment Report will identify the following information:

- Background and History
- Problem Statement
- Current Environment (Strengths, Weaknesses, Opportunities, and Threats)
- Alternative Analysis
- ERP Market Scan
- Recommendations

All the information gathered in the prior tasks will be included within the ERP Needs Assessment Report.

Deliverable

SDI will publish a draft ERP Needs Assessment Report. Once the City has reviewed the report, SDI will hold a meeting to discuss and obtain input. Once we have received City input and direction, we will publish a final ERP Needs Assessment Report.

Phase 3 - RFP

SDI will prepare a comprehensive RFP outlining the business and systems requirements. While SDI will bring the City proven RFP templates and methods, we will also develop the RFP in accordance with the City's purchasing guidelines and requirements.

The tasks in this phase will consolidate all relevant information gathered in the prior phases to create an RFP that clearly defines the requirements and objectives of the City. The quality and accuracy of vendor responses are significantly improved using a well-organized, accurate, and clear RFP. A strong RFP is critical as it provides the foundation for evaluating vendors and ultimately provides the basis for a solid agreement between the City and the successful vendor.

PHASES	TASKS	DELIVERABLES
PHASE 3 RFP	3.1 – Prepare Draft Request For Proposal (RFP) 3.2 – Review Draft RFP With Stakeholders 3.3 – Identify and Notify Potential Bidders 3.4 – Release RFP	• Draft RFP • Final RFP • Vendor Listing

Task 3.1 – Prepare Draft RFP

Task Description

SDI will prepare a draft RFP for review by the Project Stakeholders and identified key staff. If the City has an existing preferred RFP template, SDI will conduct a review and compare the City templates to SDI's proven ERP RFP template. In addition, if necessary, SDI will meet with the City's purchasing and/or legal resources to verify RFP terms and conditions.

At a minimum, an RFP should include the following components: purpose and objectives, background, evaluation criteria and selection process, timeline, submission requirements (including forms and templates), RFP terms and conditions, current environment descriptions, business and operations metrics

(i.e. number of employees, users, vendors, purchase orders, etc.), functional requirements, technical requirements and standards, and pricing proposal submission requirements.

Deliverable

SDI will publish a draft RFP.

Task 3.2 – Review Draft RFP with Stakeholders

Task Description

SDI recommends that the draft RFP be distributed to the City project team and subject matter experts for careful review. After staff has had the opportunity to review the RFP, SDI will conduct a meeting to address any changes, questions, or concerns.

Deliverable

SDI will publish a Final RFP.

Task 3.3 – Identify and Notify Potential Vendors

Task Description

While online vendor portal sites provide a valuable channel for making an RFP publicly available, SDI believes it is in the City's best interest to alert qualified vendors of the upcoming RFP release. SDI will compile a comprehensive list of public sector ERP solution vendors that provide potential solutions. SDI will review the listing with the City and assist the City in creating a notification message that can be distributed via email. Timely notification of the City's intent to release an RFP will help ensure the City attracts quality solution vendors and allow the vendors to be better prepared to provide a timely response.

Deliverable

SDI will provide a Vendor Listing that includes contact information for RFP distribution.

Task 3.4 – Release RFP

Task Description

SDI will assist the City in preparing for and releasing the RFP.

Phase 4 - SELECT

The process for selecting a suitable, best fit ERP solution vendor requires the City to follow a structured methodology. The goal of this phase is to ensure that the vendor that is the "best fit" for the City is selected. Up to this point in the project, the City will have invested heavily in establishing the foundation upon which a best fit selection will be made. The tasks in this phase are focused on ensuring a careful and detailed review of information provided in response to the RFP are conducted, as well as independent research, validation, and verification of content.

PHASES	TASKS	DELIVERABLES
PHASE 4 SELECT	4.1 – Address Vendor Questions 4.2 – Prepare Evaluation Committee 4.3 – Conduct Initial Screening of Proposals 4.4 – Assist with Review and Scoring of Proposals 4.5 – Prepare for Proof of Capabilities (POC) 4.6 – Facilitate POC Sessions 4.7 – Assist with Due Diligence 4.8 – Prepare Vendor Selection Report	• Vendor Question Responses • Evaluation Scoring Methodology and Matrix Template • Evaluation Scoring Matrix Summary • POC Session Agenda and Scripts • Vendor Selection Report

Task 4.1 – Address Vendor Questions

Task Description

Release of a clear and well-structured RFP will dramatically reduce the number of vendor questions. However, due to the complex nature of ERP procurements, the City should anticipate that vendors will submit questions that must be addressed to ensure quality proposals are received. In this task, SDI will assist the City in responding to vendor questions.

Deliverable

SDI will assist in providing responses to vendor questions.

Task 4.2 – Prepare Evaluation Committee

Task Description

SDI will work with the City to identify the evaluation team and prepare an evaluator's packet that includes clear descriptions and direction of the evaluation methodology. The packet will also include a scoring template to assist the evaluator in tabulating their results.

Deliverable

SDI will prepare draft and final versions of the Evaluation Scoring Methodology and Matrix Templates.

Task 4.3 – Conduct Initial Screening of Proposals

Task Description

SDI will conduct a screening evaluation of all proposals to determine which vendors and proposals meet the mandatory RFP requirements and minimum qualifications. SDI will present the results of our screening evaluation to the City. The City can use this information as a guide to determine which proposals require a detailed review.

Deliverable

SDI will present our initial screening results to the City.

Task 4.4 – Assist with Review and Scoring of Proposals

Task Description

The evaluation team will review and rate the proposals per the evaluation criteria. In addition, SDI will review proposals to identify issues, concerns, questions, or clarifications that should be addressed, and will provide this information to the evaluation team and be available to the evaluators for consultation. SDI will assist the City in arriving at a preliminary evaluation scoring matrix that identifies a short list of preferred vendors.

Deliverable

SDI will assist the City evaluation team with compiling the Evaluation Scoring Matrix.

Task 4.5 – Prepare for Proof of Capabilities (POC)

Task Description

Conducting proof-of-capabilities (POC) sessions with short-listed vendors is a key component of the selection process. This provides the vendors with the opportunity to fully demonstrate their solutions using City provided demonstration scenarios and scripts. As part of this task, SDI will develop the POC meeting agenda, scenarios, and scripts for the City to review. In addition, SDI can facilitate interaction between the City and the vendors to help ensure the vendor is adequately prepared to complete the POC. The POC provides valuable input into contract negotiations and helps clarify risk areas for special consideration.

Deliverable

SDI will prepare POC Session Agenda and Scripts.

Task 4.6 – Facilitate POC Sessions

Task Description

SDI will facilitate the POC sessions to keep vendors on schedule and ensure all POC scripts are completed. At the conclusion of each vendor POC session, SDI will facilitate a debrief meeting with the evaluators to capture feedback and update the evaluation scoring matrix accordingly. This information will be used in the Vendor Selection Report (Task 4.8).

Task 4.7 – Assist with Due Diligence

Task Description

SDI will assist the City in planning for and completing reference checks and site visits. SDI has templates available to the City to complete reference checks and site visits. While SDI is available to conduct the reference checks, it has been our experience that these are best performed by City staff because of the information exchange and opportunity to further network.

Task 4.8 – Prepare Vendor Selection Report

Task Description

Using all the information and work products created to date, SDI will draft a Vendor Selection Report that outlines the process followed and the results of the evaluation. SDI will provide the City the opportunity to review a draft report and provide feedback. SDI will then publish a final Vendor Selection Report.

Deliverable

SDI will prepare a draft and final Vendor Selection Report.

Phase 5 – NEGOTIATE

Key terms, conditions, scope, and pricing terms must be fully resolved before concluding a final agreement. We have found that many clients prefer utilizing outside resources for contract negotiations. The purpose of Phase 5 is to formalize and implement a negotiation strategy to ensure the City obtains a favorable contract and all outstanding issues are resolved. SDI brings significant experience in contract negotiations that will help ensure an agreement that fully protects the City while supporting a successful implementation.

PHASES	TASKS	DELIVERABLES
PHASE 5 NEGOTIATE	5.1 – Research Prior Vendor Agreements 5.2 – Conduct Initial Agreement Review 5.3 – Facilitate Negotiation Strategy Workshop 5.4 – Conduct Negotiation Meetings 5.5 – Obtain City Council Approval	• Final Agreement with Vendor • City Council Meeting Participation

Task 5.1 – Research Prior Vendor Agreements

Task Description

It is likely that the City will select a vendor that has recently implemented their solution with other public agencies. This task focuses on identifying signed agreements with agencies that are of a similar size and complexity as they can provide a valuable source of information to help a City prepare for negotiations. SDI will seek out and review available agreements. The review will include evaluating terms and conditions, pricing, payment terms, milestones, and more. The information gathered will be compared to that which was submitted with the RFP with the goal of identifying any gaps or more favorable terms and conditions

Task 5.2 – Conduct Initial Agreement Review

Task Description

SDI will perform a review and provide feedback of the proposed agreement templates. Based on our experience, the City should expect multiple agreements (i.e. software licensing, maintenance and support, professional services, 3rd party software, etc.). SDI will provide the City guidance and assistance on the agreement review to help prepare for subsequent negotiations.

Task 5.3 – Facilitate Negotiation Strategy Workshop

Task Description

SDI will facilitate a workshop with key City staff to develop the negotiation strategy. The workshop will focus on outstanding issues and questions, as well as areas of high risk that need to be addressed. A well-planned negotiation strategy reduces the negotiation timeline, reduces frustration among the parties, ensures the City presents a unified front, and reduces the risk that items will be overlooked.

Task 5.4 – Conduct Negotiation Meetings

Task Description

SDI will assist the City in preparing for negotiation meetings and will attend to support City staff. If the City desires, SDI is available to facilitate the negotiation meetings. SDI will take the lead in recording the minutes from the meetings to capture outstanding items, next steps, and critical dates.

Deliverable

SDI will assist with the completion of negotiations with the selected vendor and the development of Final Agreement(s). It is likely that the City will be required to enter into multiple agreements for various software licenses, implementation activities, and annual maintenance contracts.

Task 5.5 – Obtain City Council Approval

Task Description

SDI will be available to attend and/or participate in the City's presentation of the vendor agreements to the City Council for approval. SDI's level of participation will be at the City's direction.

Procurement Project Timeline

Based on our experience with similar projects, we provide the following proposed project schedule in Figure 3. The ability to achieve this schedule will be dependent upon the availability of City staff throughout the project. SDI can accelerate the proposed schedule if the City wishes to complete specific aspects of the project in a shorter timeframe.

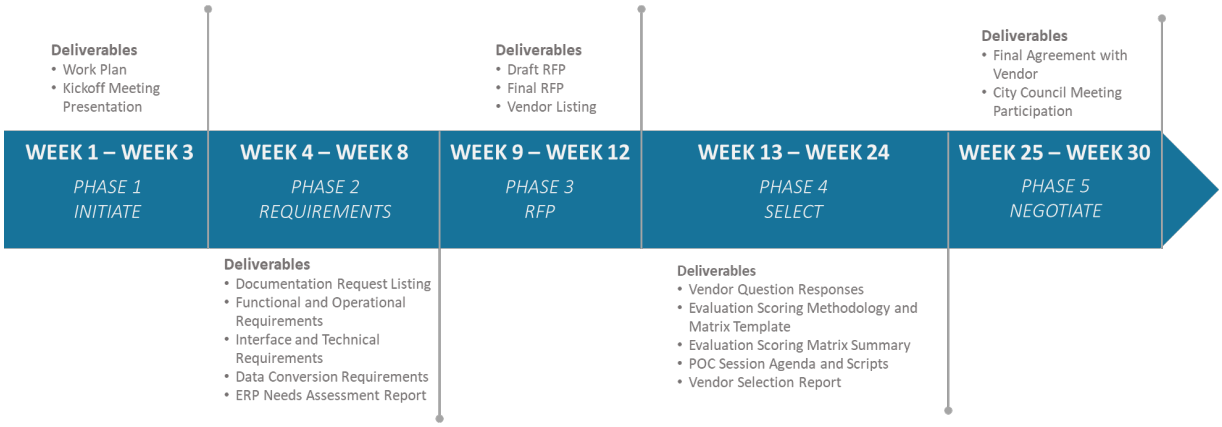

Figure 3 – Proposed Project Schedule

It should be noted that the schedule above does not reflect the time when the RFP has been issued and remains open for responses. This time period is typically four to six weeks and takes place between Phases 3 and 4 above.

Project Approach and Methodology - IMPLEMENTATION

The cornerstone of success for the system implementation portion of the project will be how well it is managed. This will include thorough planning, execution, and monitoring of the plan, corrective action when required, and final close-out of the project. SDI's project management services will enable the City to manage the big picture, keep stakeholders informed, and ensure successful planning, oversight, and completion of the project while mitigating project risk.

In the following pages, SDI presents the activities and deliverables to be completed as part of this phase of the project. It should be noted that many of the steps in Task 6 will be repeated for the individual implementation of specific modules within the software suite (i.e. – Payroll, Accounts Payable, etc.).

TASK	ACTIVITIES	DELIVERABLES
TASK 6 IMPLEMENTATION	6.1 – Update Project Plan 6.2 – Monitor Project Execution and Control 6.3 – Assist with Business Process and Change Management Activities 6.4 – Support Establishment of Optimal Software and Hardware Configuration 6.5 – Assist with System Setup and Configuration 6.6 – Define System Data Conversion and Testing Requirements 6.7 – Assist with Development of Required Integrations Between Software Systems 6.8 – Support User Acceptance Testing 6.9 – Coordinate Training for Users and System Administrators 6.10 - Complete Readiness Assessment and Ensure Operational Readiness 6.11 – Monitor Phased Implementation and Cutover 6.12 – Prepare Post Implementation Evaluation Report	• Updated Project Plan • Project Status Reports, Risk/Issue Tracking Log • Vendor Deliverables Tracking Log/Punch List • Software and Hardware Acquisition & Installation Oversight • System Setup and Configuration Oversight • Data Conversion Requirements and System Testing • System Integrations Support • Independent Verification and Validation • Training Requirements and Schedule • Readiness Assessment Checklist • Oversight of Phased Implementation & Cutover to Production • Post Implementation Evaluation Report

Task 6.1 – Update Project Plan

Task Description

SDI will work with the software vendor's Project Manager to update the Project Plan, including the following basic elements that will be defined for the system implementation activities:

- Tasks and Subtasks
- Milestones and Deliverables
- Detailed Project Schedule

Deliverable

Updated Project Plan

Task 6.2 – Monitor Project Execution and Control

Task Description

Working with the software vendor's Project Manager, SDI will monitor the project execution using all the plans, schedules, procedures, and standards prepared for the project. This will include ensuring that regular status reports are provided and discussed at project review meetings with the Project Sponsor and appropriate participants. These reviews will include performance measures for the completion of tasks and activities in accordance with the project plan, communication plan, risk management plan, and quality assurance plan.

Deliverable

Project Status Reports, Risk / Issue Tracking Log, Vendor Deliverables Tracking Log / Punch List

Task 6.3 – Assist with Business Process and Change Management Activities

Task Description

SDI will assist the City with identification of areas where a business process change may result in improved efficiencies. SDI will provide suggestions and recommendations for business process improvements in conjunction with the City's project team and utilizing the best practices recommendations documented previously.

Task 6.4 – Support Establishment of Optimal Software and Hardware Configuration

Task Description

SDI will assist the City in defining the technical system software and hardware environments required for the new system's operation including licenses for development, testing/training, and production environments. SDI will provide oversight for identifying, procuring, and installing the software and hardware configurations to ensure the system is properly sized to meet the City's requirements. This activity will also include coordinating the installation of required application, database, and web servers as well as necessary network architecture and infrastructure components.

Deliverable

Software and Hardware Acquisition and Installation Oversight

Task 6.5 – Assist with System Setup and Configuration

Task Description

SDI will assist the City to ensure that the new system is set up to support the City's unique operating requirements. This activity will include establishing security protocols for users along with specific workflow processes for the new system and setting configuration options and customizing parameters for system upload/download processes to Microsoft products such as Excel, Word, Access, and Outlook, and to other third-party products.

Deliverable

System Setup and Configuration Oversight

Task 6.6 – Define System Data Conversion and Testing Requirements

Task Description

SDI will assist in defining conversion and testing requirements for items that must be converted into the new system, including financial data from the existing system and in-house developed applications. SDI will work directly with the software vendor's conversion team to ensure that data extracted from the City's existing system is properly mapped to the new system. SDI will also assist the City in developing a test/training environment which will allow for separate testing of release software by City staff prior to production installation.

Deliverable

Data Conversion Requirements and System Testing Support

SDI will assist with the completion of negotiations with the selected vendor and the development of Final Agreement(s). It is likely that the City will be required to enter into multiple agreements for various software licenses, implementation activities, and annual maintenance contracts.

Task 6.7 – Assist with Development of Required Integrations Between Software Systems

Task Description

SDI will work with the various software entities to develop integration points between the various systems. SDI will oversee development of the desired data integration points and will ensure testing is completed to validate the integrations are operating properly and accurately.

Deliverable

System Integrations Support

Task 6.8 – Support User Acceptance Testing

Task Description

SDI will verify and validate acceptance test results for implementation of the new system that will include:

- System documentation
- Stress tests
- Access control capabilities
- User acceptance test results
- Functional tests
- Security tests
- Backup, restore and restart tests

Deliverable

Independent Verification and Validation

Task 6.9 – Coordinate Training for Users and System Administrators

Task Description

SDI will assist the City in identifying training requirements and creating schedules for both users and technical personnel. Training should be sufficiently detailed and comprehensive to ensure that City staff will be able to effectively use the system and support the system after implementation.

Deliverable

End User and System Administrator Training Support

Task 6.10 – Complete Readiness Assessment and Ensure Optimal Readiness

Task Description

SDI will develop a checklist to be used to assess the City's operational readiness for the new system implementation, including:

- Staffing plan
- Operational procedures
- Change requests
- Refresher training
- Technology refreshment
- Preventive maintenance
- System maintenance procedures
- Disaster backup recovery plan
- Modifications or enhancements
- Software license renewal
- Hardware replacement

Deliverable

Readiness Assessment Checklist

Task 6.11 – Monitor Phased Implementation and Cutover

Task Description

SDI will oversee a phased cut-over where different modules are implemented and moved into production on a staggered schedule. As each module is placed into production, the software vendor will be required to provide assistance for system administration, helpdesk, and on-site user support for each major implementation phase or module.

Deliverable

Oversight of Phased Implementation and Cutover into Production

Task 6.12 – Assist with Post-Implementation Activities

Task Description

SDI will conduct a post-implementation review to provide the City with information to help it evaluate the contribution and measure the value gained by implementing the new system. It will also identify areas the City may wish to revisit in terms of full implementation of all modules, related features, and functionality.

Additional Information About SDI's Approach

Onsite Versus Offsite Efforts

SDI's approach to project management is to maximize client engagement throughout the process, and we believe this is best achieved by being onsite during the majority of the project activities. That being said, during the COVID-19 pandemic SDI has successfully managed projects remotely through the use of collaborative tools including Microsoft Teams, SharePoint sites, and other resources. Since each of our clients has approached work activities differently during the pandemic, SDI remains flexible in our approach to onsite versus offsite project management.

Communication During the Project

SDI prides itself on actively communicating throughout all phases of our projects. Active communication means ensuring that our clients are provided regular project updates utilizing scheduled, written project status reports. Active communication also entails regularly communicating potential project risks, issues, and decision points via telephone, email, and/or in-person discussions with our clients.

Throughout each of the project management activities described in our methodology above, the SDI project manager will be keeping the City team informed on the status of project activities through both oral and written communications. Regular project status reports, along with Risk/Issue logs and project schedules, will be provided periodically (reporting schedule will be established during Project Initiation activities). In addition, the SDI project manager will be engaging (through emails, telephone and in person) with the City team and project participants regularly to ensure project activities are progressing and that potential issues are resolved expeditiously.

We are skilled at managing communication with our clients, and quickly adapt to our clients' desired methods of communication. The key to a successful implementation is open two-way communication with our clients.

Project Roles and Responsibilities

Ensuring clear delineation of roles and responsibilities of the SDI team and the City participants is an essential component to project success. Part of our Phase 1 activities includes a discussion of the various roles and responsibilities of the project team, and who on the team will be responsible for what aspects of the project. Each organization is different, with different skills sets and associated strengths. SDI will work with the City's Project Sponsor to help define roles and responsibilities and will provide focused support in the areas that are identified as needing additional support.

Optimizing Project Success

SDI's approach to project management is to serve as our client's trusted advisor during implementation. We view our presence on the project to be that as an extension of the City team, thus representing the City and acting in the best interests of the organization. Our goal is to minimize disruption to the organization as much as possible and mitigate issues and concerns quickly and efficiently, while ensuring the City's interests are prioritized and addressed.

Maintaining open lines of communication, monitoring risks & providing risk mitigation strategies, and keeping the software vendor team on task are all essential components to help ensure project success. We have a successful track record of working with software vendor project teams and their implementation and data conversion teams; this gives SDI a unique advantage in terms of the City's project. SDI is prepared to provide these services through our professional and dedicated project team.

Approach to Best Practices and Change Management

SDI has been conducting assessments of enterprise systems for over 25 years and have developed a proven methodology for information gathering and identifying organizational needs. We recognize the importance of utilizing a measured approach when introducing an organization to potential change, and we are sensitive to the fact that staff may be averse to such change. Our consultant team consists of professionals who have worked in the public sector, have experienced the changes that come with business process analysis and new system implementations, and are well versed on managing expectations, concerns, and potential roadblocks to the implementation of new business practices.

SDI approaches our business process workshops with an understanding that not all participants may be knowledgeable about the most current software systems available. A key component of our workshops is to help educate City staff on available software systems and functionality, and to explore staff's thoughts regarding potential positive outcomes of implementing this functionality. The goal of our workshops is to gather information about existing processes and functions, introduce staff to the most current software functionality available, and then discuss the potential benefits of adopting the more contemporary functionality. This process serves the function of introducing staff to the latest software features and functions, along with beginning the process of building buy-in to the adoption of new business processes.

In terms of change, a critical component to managing change successfully is to help staff throughout the organization understand the positive outcomes of business process improvements. Helping staff understand these positive outcomes is essential to getting their buy-in to the change, and our consultants are skilled at helping explain the positive outcomes to all levels of staff in the organization. For example, we can help explain to the Buyer how electronic workflow of a purchase requisition reduces paperwork and time to process, and can also explain to a Department Director or the City Manager how a system dashboard can provide immediate access to critical data for decision making. Having worked in all aspects of the public sector environment, our project team is highly qualified to address the topic of change and the requisite benefits of adopting best business practices.

Mapping Business Processes to Best Practices

As a part of this engagement, the City is seeking a comprehensive analysis of current business processes along with receiving recommendations for business process improvements. Having completed numerous similar projects with public sector clients, SDI is prepared to assist the City with this important step. Understanding the City's current business processes helps ensure that adoption of new or modified business processes (to align with best business practices) includes any and all City requirements. In other words, current business processes must be fully understood, analyzed, and cataloged so as not to miss or drop a critical business process when suggesting a new best practice.

SDI utilizes a structured approach to documenting our data gathering activities to ensure that all information shared with the project team is recorded. The information gathered about current business processes will also be reviewed by the City's project team to ensure it is accurate. Subsequent to this, SDI will map current business processes to suggested best business practices. In some cases, existing business processes will be recommended to remain in place, while others may be mapped to a more efficient business process.

Requirements Development

SDI approaches all of our projects with a holistic view of the needs of the organization. When developing requirements for software systems, we ensure that we explore all of the organization's needs, including business processes and practices and data reporting and analytics. Too often, organizations do not focus on the output needs for a new system – i.e. how staff is able to extract data and perform analytics on that data. SDI recognizes the importance of this aspect of our work and places emphasis on the need for data extraction and reporting.

Cost Proposal Estimate

Procurement Project

SDI's cost proposal is based on the estimated amount of time required to complete each phase in our five-phased procurement approach. Based on our knowledge of the City and our past experience with similar projects, we anticipate that the ERP Procurement project will require 454 hours to complete. Applying SDI's all-inclusive hourly rate of $185 results in a project cost estimate of $83,990.

Implementation Project Management

During our discussions with the City, we were asked to provide cost information about project management during implementation of the new ERP system. SDI's rate for project management is $185 per hour, inclusive of all costs. For a client the size of Yuba City, we typically recommend that our clients budget 20 to 25 hours per week for our services throughout the implementation timeline. Based on our experience with implementations, the City can anticipate a minimum 12-month timeline for core financials (ERP) implementation, and an additional 12-month timeline for the HR/Payroll project. Utilizing 20 hours per week yields a yearly cost of $192,400 for project management, or $384,800 to provide two years of part-time project management.

Project Budget Approach

For both procurement and implementation projects, SDI typically suggests that our clients establish a not-to-exceed project budget, then allow SDI to invoice monthly for actual work performed in the previous month, substantiated with detailed information about hours worked and activities undertaken. This arrangement provides our clients with the ability to focus SDI resources on the highest priority activities and utilize the overall project budget for the most benefit to the City, while also ensuring that the City retains any unused funds.

CITY OF YUBA CITY
STAFF REPORT

Date: October 18, 2022

To: Honorable Mayor & Members of the City Council;

From: Fire Department

Presentation By: Jesse Alexander, Fire Chief

Summary

Subject: 2021 Staffing for Adequate Fire and Emergency Response Grant

Recommendation:

A. Accept the 2021 Staffing for Adequate Fire and Emergency Response (SAFER) Grant for $1,199,700.00 to hire three Firefighter II positions as the 4th person on Aerial Ladder Truck
B. Adopt a Resolution authorizing receipt, allocation, and expenditure of the 2021 SAFER Grant with the stipulation to hire three (3) Firefighters as permanent employees
C. Authorize the Finance Director to make a supplemental appropriation for the revenues and expenditures associated with the 2021 SAFER Grant and add three (3) Firefighter II positions to the FY 22/23 Budget

Fiscal Impact: There is no local City cost match; however, the 2021 SAFER Grant only covers salary and benefits over the three years. Expected additional costs not covered by the 2021 SAFER Grant for the entirety of the three-year grant:

- Recruitment Costs: $7,320 (Absorbed in current FY 22/23 budget)
- Uniforms and Personal Protective Equipment: $27,555 (Uniforms absorbed in current FY 22/23 budget, PPE absorbed in anticipated FY 23/24 budget)
- Salary increase due to Yuba City Firefighters' Local 3793 Wage Reopener Side Letter: $71,934 ($17,983.50 requested in budget process for FY 23/24, $35,967 in FY 24/25, and $17,983.50 in FY 25/26.
- Overtime backfill: Approximately $59,400 ($6,000 absorbed in the current FY 22/23 budget, $19,800 absorbed in the anticipated FY 23/24 and 24/25 budget, $13,800 in the anticipated FY 25/26 budget)

Purpose:

To increase staffing on the Fire Department's apparatus and daily operational staffing to more closely match National Fire Protection Association (NFPA) 1710's fire personnel staffing recommendations.

Council's Strategic Goal:

This item addresses the City Council's Public Safety Strategic Goal by increasing apparatus staffing and daily operational staffing for the Fire Department.

Background:

In November 2021, the Yuba City Fire Department (YCFD) submitted an application to Federal Emergency Management Agency (FEMA) for consideration of funding under the 2021 Staffing for Adequate Fire and Emergency Response (SAFER) Grant for the hiring of three limited-term Firefighter II positions with the intent to add as 4th-person to our daily Aerial Ladder Truck staffing.

The purpose of the grant was not to replace our current staffing but to enhance our staffing model to bring YCFD more closely in line with National Fire Protection Association 1710's fire personnel staffing recommendations for Aerial Ladder Trucks. The grant was written to increase our daily operational staffing to 17 personnel (including the Battalion Chief); however, it does provide the flexibility that during a Fire Station closure situation due to COVID, Mutual Aid deployments, or draw down situations, the 4th person on the Aerial Ladder Truck could be reassigned to maintain an open Fire Station.

On September 21, 2022, YCFD received a $1,199,700.00 grant award notification from FEMA. From the award date, the City of Yuba City has 30-days to accept or decline the award. In addition, YCFD has 180 days to recruit, train, and provide staffing on the Aerial Ladder Truck if the award is accepted.

Analysis:

FEMA determined that during their highly competitive SAFER Grant review process, YCFD needed to have our Aerial Ladder Truck staffing and daily operational staffing increased to meet NFPA 1710 recommendations. Increasing staffing on our Aerial Ladder Truck to 4-persons will improve our capabilities, increase our capacity, and allow apparatus to return to service sooner; all backed up by National data and research.

The 2021 SAFER Grant funds cover the "fully burdened" salary and benefits for three Firefighter II limited-term positions. As the application was prepared in November 2021, prior to the approval of the salary increases per Yuba City Firefighters' Local 3793 Wage Reopener Side Letter, the salary included in the application was 17% less than what is in place today. There is no local City match for the award amount. However, the grant does not cover recruitment costs, uniform & personal protective equipment costs, the 17% salary increase, or backfill overtime. The anticipated costs are individually identified in the Fiscal Impact of the staff report.

In addition, during the grant's period of performance, the department must comply with SAFER Program Grant regulations regarding the Staffing Maintenance Number, which is the combined number of operational fire-suppression positions funded by the department AND the awarded SAFER positions, for a total of 51 personnel. This combined total equates to the Staffing Maintenance Number, which is the number of positions the department agrees to fill and retain during the period of performance by accepting the grant award.

By signing the grant award, the department agrees to comply with the following FEMA regulations:

1. Must not incur firefighter layoffs of SAFER-funded or non-SAFER-funded positions.
2. Must fill all SAFER-funded positions.
3. Must maintain the operational staffing number at the level that existed on the date of award and

the number of awarded SAFER positions (Staffing Maintenance Number).

In the past, YCFD has utilized SAFER Grants to maintain minimum daily operational staffing with limited-term employees. This has resulted in extreme difficulties with recruitment and retention, which resulted in numerous vacancies that were required to be filled with overtime and overtaxed Fire Department staff. In addition, at the conclusion of the grant, the personnel are laid off, which is a wasted opportunity after the amount of time, equipment, and training invested in the personnel. SAFER Grants are limited-term positions; however, a FEMA award recipient can hire the positions as permanent employees. The SAFER Grant awards' intent is to allow a Fire Agency to bridge the gap until they can provide permanent funding.

If the 2021 SAFER Grant is accepted as is with Limited-Term hires, YCFD will again experience severe recruitment and retention issues, resulting in increased overtime costs. However, the City can accept the grant; and hire the three firefighters as permanent employees. Staff recommends accepting the 2021 SAFER Grant and making the three (3) firefighter positions permanent. At the end of the grant term, Council will have flexibility as to how the three (3) additional firefighters are utilized.

Fiscal Impact:

There is no local City cost match; however, the 2021 SAFER Grant only covers salary and benefits over the three years. Expected additional costs not covered by the 2021 SAFER Grant for the entirety of the three-year grant:

- Recruitment Costs: $7,320 (Absorbed in current FY 22/23 budget)
- Uniforms and Personal Protective Equipment: $27,555 (Uniforms absorbed in current FY 22/23 budget, PPE absorbed in anticipated FY 23/24 budget)
- Salary increase due to Yuba City Firefighters' Local 3793 Wage Reopener Side Letter: $71,934 ($17,983.50 requested in budget process for FY 23/24, $35,967 in FY 24/25, and $17,983.50 in FY 25/26.
- Overtime backfill: Approximately $59,400 ($6,000 absorbed in the current FY 22/23 budget, $19,800 absorbed in the anticipated FY 23/24 and 24/25 budget, $13,800 in the anticipated FY 25/26 budget)

Alternatives:

1) Accept the 2021 SAFER Grant, and hire the positions as limited-term. As noted above, staff does not recommend this alternative as previous experience has shown it is extremely difficult to recruit and retain qualified individuals on a limited-term basis.

2) Do not accept the 2021 SAFER Grant

.

3) Instruct staff to determine another alternative

Recommendation:

A. Accept the 2021 Staffing for Adequate Fire and Emergency Response (SAFER) Grant for $1,199,700.00 to hire three Firefighter II positions as the 4th person on Aerial Ladder Truck.
B. Adopt a Resolution authorizing receipt, allocation, and expenditure of the 2021 SAFER Grant with the stipulation to hire three (3) Firefighters as permanent employees.
C. Authorize the Finance Director to make a supplemental appropriation for the revenues and expenditures associated with the 2021 SAFER Grant and add three (3) Firefighter II positions to

the FY 22/23 Budget.

Attachments:

1. 2021 SAFER Resolution dl

Prepared By:
Jesse Alexander
Fire Chief

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. ___

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY AUTHORIZING RECEIPT, ALLOCATION, AND EXPENDITURE OF THE 2021 SAFER GRANT WITH THE STIPULATION TO HIRE THE FIREFIGHTERS AS PERMANENT EMPLOYEES

WHEREAS, the Yuba City Fire Department submitted an application under the 2021 Staffing for Adequate Fire and Emergency Response (SAFER) Grant offered by the Federal Emergency Management Agency (FEMA), and received an award notification for the grant with authorization to receive funds in the amount of $1,199,700.

WHEREAS, the goal of the program is to enhance the department's staffing model to become more in line with the National Fire Protection Association 1710's fire personnel staffing recommendations for Aerial Ladder Trucks; and

WHEREAS, the Yuba City Fire Department is requesting to hire the three firefighters on the SAFER Grant as permanent employees; and

WHEREAS, by accepting the grant award the City of Yuba City and the Fire Department agree to comply with SAFER Program Grant regulations:

1. The department must not incur firefighter layoffs of SAFER-funded or non-SAFER funded positions.
2. The department must fill all SAFER-funded positions.
3. The department must maintain the operational staffing number at the level that existed on the date of award and the number of awarded SAFER positions (Staffing Maintenance Number).

WHEREAS, the City Council desires to accept the grant, authorize the Fire Chief to execute any necessary contracts or documents to effectuate the award of the grant funds, and authorize the Finance Director to make the necessary supplemental appropriations for the revenues and expenditures associated with the grant, and add three (3) permanent Firefighter II positions to the FY 22/23 Budget.

NOW, THEREFORE, be it resolved by the City Council of the City of Yuba City as follows:

Section 1. The above recitals are true and correct, and are hereby incorporated herein by this reference.

Section 2. The City Council hereby accepts the award of the 2021 Staffing for Adequate Fire and Emergency Response (SAFER) Grant of $1,199,700. The City Manager, or designee, is authorized to execute any contracts or other documents on behalf of Yuba City necessary to effectuate acceptance of the grant funds, subject to approval as to legal form by the City Attorney.

Section 3. The City Council authorize the Fire Chief to execute any necessary contracts or documents to effectuate the award of the grant funds.

Section 4. The City Council authorizes the Finance Director to make the necessary supplemental appropriations for the revenues and expenditures associated with the grant, and add three (3) permanent Firefighter II positions to the FY 22/23 Budget.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 18th day of October, 2022.

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AYES:

NOES:

ABSENT:

_____
Dave Shaw, Mayor

ATTEST:

_____
Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

_____
Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Future Agenda Items

- Councilmember Boomgaarden
- Councilmember Espindola
- Councilmember Harris
- Vice Mayor Kirchner
- Mayor Shaw

Reports and Communications

The following reports and communication items are provided for the Council's information. No action can be taken on items under this section unless the Council agrees to include it on a subsequent agenda

City Manager's Report

Reports and Communications

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City Council Reports

- Councilmember Espindola
- Councilmember Harris
- Councilmember Boomgaarden
- Vice Mayor Kirchner
- Mayor Shaw

Adjournment