AGENDA

SEPTEMBER 3, 2024

REGULAR MEETING
CITY COUNCIL
CITY OF YUBA CITY

5:00 P.M. CLOSED SESSION
SUTTER ROOM / VIRTUAL

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

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

1201 Civic Center Blvd
Yuba City CA 95993

Wheelchair Accessible

*The City has adopted a Reasonable Accommodations Policy that provides a procedure for receiving and resolving requests for accommodation to participate in this meeting. Please visit yubacity.net ADA & Accessibility Resources page. 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 help. Accommodations should be requested as early as possible as additional time may be required in order to provide the requested accommodation; 72 hours in advance is suggested. Please contact City offices at (530) 822-4817 or **(TTY: 530-822-4732)**, so such aids or services can be arranged. Requests may also be made by email at cityclerk@yubacity.net or citymanager@yubacity.net or mail City Clerk, 1201 Civic Center Blvd, Yuba City, CA 95993.*

AGENDA
REGULAR MEETING
CITY COUNCIL - CITY OF YUBA CITY
SEPTEMBER 3, 2024
5:00 P.M. CLOSED SESSION
SUTTER ROOM / VIRTUAL

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://yubacity-net.zoom.us/webinar/register/WN_8wUbCMs3S6OQEvEY_6KKMA. 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.

Public Comment:
Any member of the public wishing to address the City Council on any item listed on the closed session agenda will have an opportunity to present testimony to the City Council in the Council Chamber prior to the City Council convening into closed session. Comments from the public will be limited to three minutes. No member of the public will be allowed to be present once the City Council convenes into closed session.

Closed Session

A. Threats to Public Services or Facilities (Pursuant to Government Code Section 54957(a).) Consultation with: City Attorney, and/or Yuba City Fire Chief, Police Chief, and City Manager

Regular Meeting

Call to Order

Roll Call

__ Mayor Harris
__ Vice Mayor Shaw
__ Councilmember Boomgaarden

__ Councilmember Kirchner
__ Councilmember Pasquale

Invocation/Inspiration

Pledge of Allegiance to the Flag

City Attorney's Report on Closed Session Items, City Attorney Shannon Chaffin

Agenda Modifications

Ceremonial Presentations

1. Proclamation - September is Hunger Awareness and Action Month

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 of the August 20, 2024 Regular Meeting of the City Council

Recommendation: Approve the Minutes of the August 20, 2024 Regular Meeting of the City Council

4. Side Letter for Shift Schedule and Shift Differential Pay with Public Employees' Union, Local 1/AFSCME 57 (Local 1) and Side Letter for Yuba City Firefighters' Local 3793 (Local 3793) Medical Examinations and Wellness Standard Programs

Recommendation: Adopt a Resolution approving:

A. A side letter that amends the Local 1 Memorandum of Understanding for the Wastewater Treatment Facility Operators shift schedule and shift differential pay
B. A side letter that amends the Local 3793 Memorandum of Understanding for the medical examinations and wellness standard programs

5. 457(b) Deferred Compensation and Retirement Health Savings Plans Statement of Investment Policies and Guidelines

Recommendation: Adopt a Resolution authorizing the City Manager to approve the Statement of Investment Policies and Guidelines for the City's 457(b) Deferred Compensation and Health Savings Plans

Business Items

6. Community Sponsorship

Recommendation: Consider the monetary sponsorship requests from the Sutter County Community Memorial Museum Association, Alliance for Hispanic Advancement (AHA), and SAYLove. If approved:

A. Adopt a Resolution to approve a monetary sponsorship request from the Sutter County Community Memorial Museum Association for $1,000.00 for sponsorship of the Annual Trees & Traditions fundraiser event
B. Adopt a Resolution to approve a monetary sponsorship request from the Alliance for Hispanic Advancement (AHA) for $1,500.00 for the Primavera Otra Veze event
C. Adopt a Resolution to approve a monetary sponsorship request from SAYLove for $2,500.00 for the SAVOR SAYLove Fundraiser event

7. Revenue Sharing Agreement Between County of Sutter and City of Yuba City

Recommendation: Adopt a Resolution authorizing the Mayor to execute a Revenue Sharing Agreement with the County of Sutter

8. 2024 Nagar Kirtan Sikh Parade

Recommendation: Receive an update from the Sikh Parade Ad Hoc Committee on the planning efforts for the 2024 Nagar Kirtan Sikh Parade

Future Agenda Items

9. Future Agenda Items

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

10. City Manager's Report

11. City Council Reports

Adjournment

Proclamation

of the City Council

HUNGER AWARENESS AND ACTION MONTH
September 2024

WHEREAS, the month of September has been designated as "Hunger Awareness and Action Month," in order to provide a unified opportunity for communities in Yuba City to focus attention on the persistent problem of food insecurity, and to mobilize a movement to help end hunger in our city; and

WHEREAS, many households in Yuba City experience hunger, and some people in these households frequently skip meals or eat very little, sometimes going without food for an entire day; and

WHEREAS, research shows that preschool and school-age children who experience severe hunger have higher levels of chronic illness, anxiety, depression, and behavioral problems than do children receiving a well-balanced diet; and

WHEREAS, food insecure seniors have lower nutrient intake than food secure seniors, and that without proper nutrients, seniors are at increased risk of disability, declining health conditions, decreased resistance to infections, lengthened hospital stays, and deteriorated mental health; and

WHEREAS, utilization of emergency food assistance allows individuals and families in need to put food on the table while still being able to pay for other basic household and living expenses; and

WHEREAS, according to the United States Department of Agriculture, to date in 2024, the Yuba-Sutter Food Bank provided USDA food to 59,672 individuals, including 16,613 children ages 5 - 17 years old, and 1,776 children ages 4 years and under; and

WHEREAS, the Yuba-Sutter Food Bank and it's partner agencies and pantries, apart from the USDA, provided food to an average of 32,000 people per month through more than 30 monthly food distributions events in the Yuba-Sutter area, for a combined total of approximately 318,000 pounds of food distributed per month, making a significant improvement on the quality of life for those they serve.

NOW, THEREFORE BE IT RESOLVED, that I, Shon Harris, Mayor of the City of Yuba City, and on behalf of the entire City Council, do hereby proclaim September is Hunger Awareness and Action Month and encourage the community to take action against hunger in our community, whether by monetary support, food donations, volunteering or advocacy.

Done the 3rd day of September 2024, City of Yuba City, Sutter County and the 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

Agenda Item **3**

CITY OF YUBA CITY
STAFF REPORT

Date: September 3, 2024

To: Honorable Mayor & Members of the City Council;

From: Administration Department

Presentation By: Toni Darwazeh, Executive Assistant

Summary

Subject: Minutes of the August 20, 2024 Regular Meeting of the City Council

Recommendation: Approve the Minutes of the August 20, 2024 Regular Meeting of the City Council

Fiscal Impact: None

Attachments:

1. 08-20-2024 Regular Meeting Minutes (DRAFT)

Prepared By:
Toni Darwazeh
Executive Assistant

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

MINUTES (DRAFT)
REGULAR MEETING
CITY COUNCIL - CITY OF YUBA CITY

AUGUST 20, 2024

4:00 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 Harris at 4:01 PM

Roll Call

Present: Mayor Harris and Councilmembers Boomgaarden, Kirchner, Shaw, and Pasquale

Absent: None

Closed Session

[Vice-Mayor Shaw recused himself]

1. Conference with Labor Negotiators (Pursuant to Government Code, Section 54957.6.) Agency designated representatives: Diana Langley, City Manager, Natalie Springer, Human Resources Director, Ann Gillen, Community Services Director, Spencer Morrison, Finance Director, Ben Moody, Public Works and Development Services Director, Brian Baker, Police Chief, Jesse Alexander, Fire Chief

Employee organizations: Yuba City Police Officers; Police Sergeants; Yuba City Firefighters Local 3793; Yuba City Fire Management; First Level Managers, Mid Managers, Police Sworn Mid Managers; and Public Employees Local No. 1
Unrepresented employees: Confidential Employees, Executive Services Employees

No public comment received

Regular Meeting

The Regular Meeting of the City Council was called to order by Mayor Harris at 6:01 PM

Roll Call

Present: Mayor Harris and Councilmembers Boomgaarden, Kirchner, Shaw, and Pasquale

Absent: None

Invocation/Inspiration

Pastor Michael Ciociola of Calvary Christian Center

Pledge of Allegiance to the Flag

Councilmember Wade Kirchner

City Attorney's Report on Closed Session Items

Shannon Chaffin, City Attorney

Agenda Modifications

No changes were made

Ceremonial Presentations

1. Welcome of BAFB Installation and Wing Commander, Colonel Keagan L. McLeese

Mayor Harris welcomed Colonel Keagan L. McLeese and thanked him for his service. Colonel McLeese addressed the Council giving a summary of his service and the long-range plans for the mission at Beale Air Force Base

2. Retirement Proclamation - Sergeant Bill Williams

Mayor Harris presented Sergeant Bill Williams a Proclamation in honor of his retirement. Representatives for Assemblyman Gallagher and Senator Niello presented a Joint Resolution. Congressman LaMalfa's offices presented a Certificate of Recognition

Public Communication

3. Appearance of Interested Citizens

John Boyer spoke

Kathy Gregg spoke

Sharon Smith spoke

Karen Liggett spoke

Sam Oakes spoke

Consent Calendar

Councilmember Pasquale moved and Vice-Mayor Shaw seconded the motion to approve Consent Calendar items 4-13

4. Minutes of the July 16, 2024 Regular Meeting of the City Council

Approve the Minutes of the July 16, 2024 Regular Meeting of the City Council

5. Transportation Development Act (TDA) Claim for FY 2023-2024 of $2,149,688 in Local Transportation Funds (LTF)

Adopt **Resolution 24-103** authorizing submission of the City's FY 2023- 2024 TDA claim to the Sacramento Area Council of Governments (SACOG)

6. **Designation of Voting Delegates for the League of California Cities Annual Conference in October 2024**

Designate Mayor Shon Harris to serve as the Voting Delegate for the 2024 League of California Cities Annual Conference in October 2024, and designate Vice Mayor Dave Shaw to serve as an alternate

7. **Presentation of Investment Report - Quarter Ended June 30, 2024**

Note & File Quarterly Investment Report

8. **Corporation Yard Elevator Replacement - Contract Award**

Adopt **Resolution 24-104** which takes the following actions:

A. Adopts a CEQA Class 1 Categorical Exemption
B. Awards a construction contract to TK Elevator in the amount of $144,850.00 through Sourcewell Contract No. 080420-TKE, with the finding that it is in the best interest of the City
C. Authorizes the City Manager to execute all necessary documents related to the Project

9. **Consideration of an Amendment to the Staff Services Agreement between the City of Yuba City and the Sutter County Local Agency Formation Commission (Sutter LAFCO)**

Authorize the Mayor to sign a First Amendment to the Staff Services Agreement between the City of Yuba City and Sutter LAFCO

10. **WTP Alum Storage Tanks Replacement Project (Contract Award)**

Adopt **Resolution 24-105** awarding a construction contract to Pacific River Construction of Roseville, CA in the amount of their total bid of $321,000.00 and authorizing the City Manager to execute the contract on behalf of the City, subject to review and approval as to legal form by the City Attorney

11. **2434 Butte House Road Extraterritorial Water Service Agreement**

Adopt **Resolution 24-106** authorizing the City Manager to execute an extraterritorial service agreement with the property owner of 2434 Butte House Road, Rosa Elva Rojas Coss, for connection to City water service following approval as to legal form by the City Attorney

12. **2601 Railroad Avenue Extraterritorial Water Service Agreement**

Adopt **Resolution 24-107** authorizing the City Manager to execute an extraterritorial service agreement with the property owner of 2601 Railroad Avenue, The Lonnie G. Edwards Revocable Living Trust Dated August 7, 2007, for connection to City water service following approval as to legal form by the City Attorney

13. **Appointments to City of Yuba City Personnel Board**

Approve the Mayor's Recommendation of one (1) Appointment and one (1) Reappointment to the Personnel Board

The motion was passed unanimously

Business Items

14. Contract with Lincoln Financial Group and BPAS for 457(b) Deferred Compensation and Section 115 Trust Plans

[Vice-Mayor Shaw recused himself]

Councilmember Kirchner moved and Councilmember Pasquale seconded the motion to:

Adopt **Resolution 24-108** authorizing the City Manager to finalize and execute agreements with Lincoln Financial Group and BPAS to administer the City's 457(b) Deferred Compensation and Section 115 Trust Plans and other documents necessary for the implementation of these plans; and finalize and execute 457(b) Deferred Compensation and Section 115 Trust Plan documents

The motion was passed with four (4) votes [Shaw recused]

15. Purchase of Four (4) Chevrolet Tahoe Pursuit Vehicles

Vice-Mayor Shaw moved and Councilmember Pasquale seconded the motion to:

Adopt **Resolution 24-109** which takes the following actions:

A. Awards the purchase of four (4) Chevrolet Tahoe Pursuit Vehicles to Winner Chevrolet, Inc., of Sacramento, CA, in the amount of $264,009.04

B. Authorizes the purchase and installation of equipment to Cop Shop Installations of Yuba City, CA, in the estimated amount of $101,729.90, with the finding that it is in the best interest of the City

C. Authorizes the purchase of four (4) APX 8500 all-band radios to Sutter Buttes Communication of Yuba City, CA, in the estimated amount of $38,890.36, with the finding that it is in the best interest of the City

The motion was passed unanimously

16. Bogue Park Playground Replacement Project Award and Purchase

Councilmember Pasquale moved and Vice-Mayor Shaw seconded the motion to:

Adopt Resolution **24-110** which takes the following actions:

A. Adopts a CEQA Class 2 Categorical Exemption
B. Awards a construction contract to BCI Burke Company in the amount of $81,140.61 through Sourcewell Contract No. 010521-BUR, with the finding that it is in the best interest of the City
C. Authorizes the City Manager to execute all necessary documents related to the project

The motion was passed unanimously

17. Harter Parkway Corridor Improvement Project (Contract Award)

Councilmember Boomgaarden moved and Vice-Mayor Shaw seconded the motion to:

Adopt **Resolution 24-111** with the following actions:

A. Awards a construction contract to JPB Designs, of Orangevale, CA in the amount of their total bid of $1,300,860.00 and authorizes the City Manager to execute the contract on behalf of the City, subject to review and approval as to legal form by the City Attorney
B. Authorizes the Finance Director to make necessary budget adjustments and supplemental appropriations
C. Adopts a CEQA Class 1 categorical exemption

The motion was passed unanimously

18. Sutter Bike Path Gap Closure (Plans and Specifications)

Councilmember Kirchner moved and Councilmember Pasquale seconded the motion to:

Adopt **Resolution 24-112** adopting a CEQA Class 4 Categorical Exemption, approving the plans and specifications and authorizing advertisement for bids for the Sutter Bike Path Gap Closure Project

The motion was passed unanimously

19. Citywide Signal Hardware Upgrades (Plans & Specifications)

Councilmember Pasquale moved and Vice-Mayor Shaw seconded the motion to:

Adopt **Resolution 24-113** adopting a CEQA Class 1 Categorical Exemption, approving the plans and specifications, and authorizing advertisement for bids for the Citywide Signal Hardware Upgrades Project (24-09)

The motion was passed unanimously

20. Medical Priority Dispatch System

Vice-Mayor Shaw moved and Councilmember Pasquale seconded the motion to:

Adopt **Resolution 24-114** awarding the purchase of a Medical Priority Dispatch System, ProQA, to Priority Dispatch of Salt Lake City, UT, in the amount of $113,102, with the finding that it is in the best interest of the City

The motion was passed unanimously

21. 2024 Nagar Kirtan Sikh Parade

Receive an update from the Sikh Parade Ad Hoc Committee on the planning efforts for the 2024 Nagar Kirtan Sikh Parade

No action taken. Information only

Future Agenda Items

22. Future Agenda Items

Sikh Parade updates through date of event

Follow Up to Public Comments regarding Sam Brannan Park

Reports and Communications

23. City Manager's Report

24. City Council Reports

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

Adjournment

Mayor Harris adjourned the Regular Meeting of the City Council at 8:01 PM in Memory of Kelly Bumpus

Shon Harris, Mayor

ATTEST:

Toni Darwazeh, Deputy City Clerk

CITY OF YUBA CITY
STAFF REPORT

Date: September 3, 2024

To: Honorable Mayor & Members of the City Council;

From: Human Resources Department

Presentation By: Natalie Springer, Human Resources Director

Summary

Subject: Side Letter for Shift Schedule and Shift Differential Pay with Public Employees' Union, Local 1/AFSCME 57 (Local 1) and Side Letter for Yuba City Firefighters' Local 3793 (Local 3793) Medical Examinations and Wellness Standard Programs

Recommendation: Adopt a Resolution approving:

A. A side letter that amends the Local 1 Memorandum of Understanding for the Wastewater Treatment Facility Operators shift schedule and shift differential pay
B. A side letter that amends the Local 3793 Memorandum of Understanding for the medical examinations and wellness standard programs

Fiscal Impact: None.

Purpose:

To approve the Public Employees' Union, Local 1/AFSCME 57 (Local 1) and Yuba City Firefighters' Local 3793 (Local 3793) side letters. The Local 1 side letter changes the shift differential pay and shift schedules for the Wastewater Treatment Facility Operators. The Local 3793 Side Letter will introduce a Wellness-Fitness Program for mandatory annual medical examinations and wellness standards programs.

Council's Strategic Goal:

The Local 1 Side Letter addresses the City Council's Strategic Goal of being business friendly as it addresses shift coverage for the classifications that operate the wastewater treatment plant for 24 hours, 7 days a week. The Local 3793 Side Letter addresses the City Council’s Strategic Goal of public safety.

Background:

On February 6, 2024, Council approved the Local 1 Memorandum of Understanding (MOU). Local 1’s MOU term is February 10, 2024 through June 26, 2026. The MOU includes terms for 12-hour shifts

(7am-7pm and 7pm-7am) for treatment plant operators, along with a 5% shift differential pay applicable to those on the overnight shift. The wastewater operators have since proposed a change in their shift time for the time of the twelve (12) hour shifts (6am-6pm and 6pm-6am). The City met and conferred with Local 1 to alter the twelve (12) hour shift schedules as requested, and to maintain the related 5% shift differential pay for the overnight shift for wastewater operators, as indicated in Article 18 and Article 19.2, c. ii. of the MOU. The twelve (12) hour shifts and differential pay for water operators (as distinct from wastewater operators) as well as for the Wastewater Treatment Facility managers and supervisors will remain unchanged.

On August 15, 2023, Council approved the Local 3793 MOU. Local 3793's term is July 1, 2023 through June 25, 2027. The City has since met and conferred with the Local 3793 bargaining unit to replace Article 8, 19 and Exhibit D in the MOU. The Local 3793 Side letter addresses annual medical examination to include a Wellness-Fitness Program.

Analysis:

Local 1

Local 1 has agreed to the shift change and shift differential pay for the Wastewater Treatment Facility Operators. Approval of the side letter will change the wastewater operators' shift differential pay and change the twelve (12) hour shifts to 6:00 AM to 6:00 PM and 6:00 PM to 6:00 AM. The twelve (12) hour shifts for the Water Treatment Plant Operators will remain 7:00 AM to 7:00 PM and 7:00 PM to 7:00 AM. These shifts allow the City to maintain the current 24 hours a day and 7 days a week staffing model.

Local 3793

Local 3793 has agreed to replace Article 8, 19, and Exhibit D. Approval of the side letter will implement and maintain a long-term Wellness-Fitness Program for all uniformed personnel represented by Local 3793.

The City and Local 3793 agreed that a comprehensive, mandatory annual medical examination will continue for all uniformed represented employees at the City's expense. The Wellness-Fitness Program shall be generally consistent with the guidelines recommended by the fourth edition of the Fire Service Joint Labor-Management Wellness Fitness Initiative ("the Initiative"), and as approved by the Fire Chief. Examinations shall be conducted by a provider selected by the City with input from Local 3793. In addition, all members may participate in an optional annual personal fitness evaluation, also at City expense, through a mutually agreed upon provider that may or may not be the same provider performing the mandatory annual exams. Finally, while employees may choose to exercise off-duty as well as during designated on-duty periods, any injury while exercising off-duty will not be assumed to be job related.

Fiscal Impact:

None.

Alternatives:

Do not approve the Local 1 and Local 3793 side letters. If the side letters are not approved, the Wastewater Treatment Facility Operators schedule and shift differential pay will not change. As to Local 3793, the current language will remain in Article 8,19 and Exhibit D in the MOU. Staff will require direction from City Council if the recommendations are not approved.

Recommendation:

Adopt a Resolution to approve the Local 1 and Local 3793 side letters.

Attachments:
1. Resolution
2. Local 1 Side Letter
3. Local 3793 Side Letter

Prepared By:
Aricka Espinoza
Administrative Analyst

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _______

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING THE SIDE LETTERS WITH PUBLIC EMPLOYEES' UNION, LOCAL 1/AFSCME 57 (FOR CHANGES TO WASTEWATER OPERATION SHIFT SCHEDULE AND RELATED DIFFERENTIAL PAY) AND YUBA CITY FIREFIGHTERS LOCAL 3793 (FOR CHANGES TO MEDICAL EXAMINATIONS AND WELLNESS PROGRAM)

WHEREAS, the City recognizes Public Employees' Union, Local 1/AFSCME 57 (Local 1) and Yuba City Firefighters' Local 3793 (Local 3793) bargaining units' commitment to the City and its citizens while providing outstanding and dedicated service to all;

WHEREAS, after the current MOU was approved, the City met and conferred with Local 1 to change the twelve (12) hour shift schedules and related shift differential pay for wastewater treatment facility operators to 6:00 AM – 6:00 PM and 6:00 PM – 6:00 AM. The shifts of water operators will remain unchanged;

WHEREAS, the City recently met and conferred with the Local 3793 to replace Article 8, 19 and Exhibit D of the Memorandum of Understanding and address desired amendments to the annual medical examination and wellness programs;

WHEREAS, the proposed changes described above have been memorialized in side letters approved by Local 1 and Local 3793, respectively;

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

1) Adopt a Resolution approving:
   A. The attached Local 1 side letter regarding wastewater treatment facility operator shift schedule and related shift differential pay.
   B. The attached Local 3793 side letter amending applicable medical examinations and wellness standard programs for that unit.

The foregoing 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 3rd day of September 2024.

AYES:

NOES:

ABSENT:

____
Shon Harris, Mayor

ATTEST:

____

Ciara Wakefield, Deputy City Clerk

____

Stacey Sheston
Special Counsel

ATTACHMENT 2

The City of Yuba City and the Public Employees' Union, Local 1/AFSCME 57
Side Letter of Agreement to the
September 3, 2024 through June 26, 2026 MOU

The City of Yuba City ("City") and the Public Employees' Union, Local 1/AFSCME 57, on behalf of its bargaining unit employees ("Local 1"), have met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act with respect to this side letter amending their current Memorandum of Understanding ("MOU"), with a current term that runs to June 26, 2026, as set forth below. This side letter to of Agreement describes the Parties' full and complete agreement to amend that MOU.

The Parties have agreed to replace Article 18 and Article 19.2, c. ii. with the following:

Article 18 – Shift Differential

A shift differential of five percent (5%) of their base rate of pay shall be paid to water plant operators who are assigned to work from 7:00 PM to 7:00 AM. Operators who utilize vacation, sick leave, CTO or any other paid leave time (jury duty, military duty, etc.) shall not be paid shift differential while on such leave.

A shift differential of five percent (5%) of their base rate of pay shall be paid to wastewater plant operators who are assigned to work from 6:00 PM to 6:00 AM. Operators who utilize vacation, sick leave, CTO or any other paid leave time (jury duty, military duty, etc.) shall not be paid shift differential while on such leave.

In the event plant operators are reassigned so that staffing is reduced to less than 24-hour continuous coverage, the City has the sole option to terminate payment of shift differential.

The City specifically retains its' management rights to determine the method of staffing plan operations as more fully detailed in Rule § 3.03(B). Should the City intend to implement this option, the City will give Local 1 30 days advance written notice during which time Local 1 may request to meet and confer.

[CONTINUED ON NEXT PAGE]

Article 19.2 – Treatment Plant Coverage

c. (ii.) Six (6) twelve (12) hour workdays and one (1) eight (8) hour workday in a two-week period. There will be two twelve (12) hour shifts, (1) from 7:00 a.m. to 7:00 p.m. and (2) 7:00 PM to 7:00 AM for water plant operators. Six (6) twelve (12) hour workdays and one (1) eight (8) hour workday in a two-week period. There will be two twelve (12) hour shifts, (1) from 6:00 a.m. to 6:00 p.m. and (2) 6:00 PM to 6:00 AM for wastewater plant operators.

All other provisions of the MOU between the City and Union shall remain unchanged.

Date: ______________________

CITY OF YUBA CITY

____

Diana Langley, City Manager

Date: Aug 27, 2024

Local 1

Ron Slaven (Aug 27, 2024 15:34 PDT)

Ron Slaven

Joseph Santanna

Joseph Santanna (Aug 27, 2024 11:27 PDT)

Joseph Santanna, President

Ashley Whitmore

Ashley Whitmore (Aug 27, 2024 11:34 PDT)

Ashley Whitmore

Rafael Mendoza

Rafael Mendoza (Aug 27, 2024 11:38 PDT)

Rafael Mendoza

Maddy Laffond

Maddy Laffond (Aug 27, 2024 12:09 PDT)

Maddy Laffond

ATTACHMENT 3

City of Yuba City
And
The Yuba City Firefighters' Local 3793
Article 8 – Medical Examinations and Wellness Standard Programs
Side Letter of Agreement to the
2023-2027 Local 3793 MOU

The City of Yuba City (City) and Yuba City Firefighters' Local 3793 (Local 3793) have met and conferred in good faith pursuant to the Meyers-Milias-Brown Act to replace Article 8, Article 19, and Exhibit D from their Memorandum of Understanding ("MOU"), which has a current term of July 1, 2023 through June 25, 2027, as set forth below.

The City and Local 3793 agree to work cooperatively during the term of this MOU to implement and maintain a long-term Wellness-Fitness Program for all uniformed personnel represented by Local 3793. This is understood to be a mutually beneficial program which enhances a culture of wellness, helps ensure fitness for duty and reduces the potential for adverse physiological and physical outcomes.

Article 8 – Medical Examinations and Wellness Standard Programs

The Wellness-Fitness Program shall be generally consistent with the guidelines recommended by the fourth edition of the Fire Service Joint Labor-Management Wellness Fitness Initiative ("the Initiative"), and as approved by the Fire Chief. The City and Local 3793 agree that a comprehensive, mandatory annual medical examination, at City expense, will continue for all uniformed represented employees. The components and standards for this examination will be generally consistent with the guidelines recommended in the Initiative. Examinations shall be conducted by a provider selected by the City with input from Local 3793. In addition, all members may participate in an optional annual personal fitness evaluation, also at City expense, through a mutually agreed upon provider that may or may not be the same provider performing the mandatory annual exams. Finally, while employees may choose to exercise off-duty as well as during designated on-duty periods, any injury while exercising off-duty will not be assumed to be job related.

Article 19 – Eliminated.

Exhibit D – Eliminated.

All other provisions of the MOU between the City and Local 3793 shall remain unchanged.

Date: ______________________

CITY OF YUBA CITY

____

Diana Langley
City Manager

Date: Aug 27, 2024

LOCAL 3793

Brett M. Geyer
Brett M. Geyer (Aug 27, 2024 08:16 PDT)

Brett Geyer, Representative

Kevin Kennedy (Aug 28, 2024 08:30 PDT)

Kevin Kennedy, President

Agenda Item **5**

CITY OF YUBA CITY
STAFF REPORT

Date: September 3, 2024

To: Honorable Mayor & Members of the City Council;

From: Human Resources Department

Presentation By: Natalie Springer, Human Resources Director

Summary

Subject: 457(b) Deferred Compensation and Retirement Health Savings Plans Statement of Investment Policies and Guidelines

Recommendation: Adopt a Resolution authorizing the City Manager to approve the Statement of Investment Policies and Guidelines for the City's 457(b) Deferred Compensation and Health Savings Plans

Fiscal Impact: None.

Purpose:

To approve the Statement of Investment Policies and Guidelines for the City's 457(b) Deferred Compensation and Retirement Health Savings (Section 115 Trust) Plans.

Council's Strategic Goal:

This addresses the City Council's Strategic Goal of Fiscal Responsibility by ensuring long-term success for the City's 457(b) Deferred Compensation and Retirement Health Savings Plans (Section 115 Trust plans) on behalf of its participants and beneficiaries.

Background:

The City is committed to providing a comprehensive benefits package for employees. Part of a comprehensive benefits package is offering a deferred compensation plan which helps employees save money for retirement. The Section 115 Trust plans help employees save money tax free for health costs in retirement. (Note: Retirement health savings plans are commonly known as Section 115 Trust plans.)

On August 20, 2024, Council authorized the City Manager to finalize and execute agreements with Lincoln Financial Group and BPAS to administer the City's 457(b) Deferred Compensation and Section 115 Trust Plans ("Plans") and other documents necessary for the implementation of these plans; and finalize and execute 457(b) Deferred Compensation and Section 115 Trust Plan documents.

The City has a Financial Committee comprised of bargaining unit representatives and is advised by an outside consultant, The Hyas Group. Part of the Financial Committee's role is to lead education efforts on helping employees save money for retirement.

With the upcoming transition to Lincoln Financial Group, the City's Financial Committee is excited to expand retirement education services. The fund lineup with Lincoln Financial Group will largely be the same with a few updates that the City's Financial Committee has been briefed on. Staff anticipates that these plans will be implemented effective November 5, 2024. With the Lincoln Financial implementation, participant accounts will not be significantly impacted through the transition period.

Analysis:

The City Financial Committee is responsible for administering and providing oversight to the Plans. The Plans' purpose is to provide a vehicle for and to encourage additional retirement and healthcare savings in order to supplement other retirement benefits provided to City employees. Additionally, the Plans intend to foster an investment environment that encourages and facilitates participant efforts to supplement other sources of retirement income. Participants in the Plans are solely responsible for their own investment decisions.

This Investment Policy Statement is intended to assist the fiduciaries of the Plans in making investment-related decisions in a prudent manner by outlining the underlying philosophies and processes for the selection, monitoring and evaluation of the investment options and investment providers utilized by the Plans.

The Plan Sponsor, the City of Yuba City, is responsible for:

- Adopting and amending the Plan Document;
- Approving Plan services contracts;
- Appointing the Advisory Committee members; and
- Designating other fiduciaries of the Plan

The Investment Policy Statement in the Financial Committee Investment Policy will be reviewed at least annually by the Financial Committee, and it can be revised at any time to reflect changes in the capital markets, plan participant objectives, or other factors relevant to the Plans. After reviewing and providing feedback on this document, the Financial Committee unanimously approved this document for City Council approval.

Fiscal Impact:

None.

Alternatives:

Do not approve the Statement of Investment Policies and Guidelines for the Plans and provide staff direction.

Recommendation:

Adopt a Resolution authorizing the City Manager to approve the Statement of Investment Policies and Guidelines for the Plans defined by the Financial Committee Investment Policy.

Attachments:

1. Resolution
2. Statement of Investment Policies and Guidelines

Prepared By:
Aricka Espinoza
Administrative Analyst

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF YUBA CITY
AUTHORIZING THE CITY MANAGER TO APPROVE THE STATEMENT
OF INVESTMENT POLICIES AND GUIDELINES FOR THE PLANS
DEFINED BY THE FINANCIAL COMMITTEE INVESTMENT POLICY**

WHEREAS, the City of Yuba City desires to provide quality and diverse benefits for its employees;

WHEREAS, the City of Yuba City provides its employees with the opportunity to invest in a 457(b) Deferred Compensation plan and Section 115 Trust plans;

WHEREAS, the Investment Policy Statement assists the fiduciaries of the Plans in making investment-related decisions outlining the underlying philosophies and processes for the selection, monitoring and evaluation of the investment options and investment providers utilized by the Plans;

WHEREAS, an evaluation committee comprised of bargaining unit representatives determined it is in the best interest of City employees to select Lincoln Financial Group as the new administrator of the City's 457(b) deferred compensation and Section 115 Trust plans;

WHEREAS, the Financial Committee reviewed and unanimously approved the document for City Council approval;

WHEREAS, The Investment Policy Statement in the Financial Committee Investment Policy will be reviewed at least annually, and it can be revised at any time to reflect changes in the capital markets, plan participant objectives, or other factors relevant to the Plans.; and

WHEREAS, the City of Yuba City anticipates that Lincoln Financial Group and BPAS would commence providing services as the new administrator of the City's 457(b) deferred compensation and Section 115 Trust plans effective November 5, 2024, subject to the City Manager finalizing and executing the necessary agreements and documents.

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

The City Council approves the material terms necessary for the Statement of Investment Policies and Guidelines for the Plans for 457(b) Deferred Compensation and Section 115 Trust plans.

The City Manager is authorized to approve the Statement of Investment Policies and Guidelines for the Plans defined by the Financial Committee Investment Policy.

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 3rd day of September 2024.

AYES:

NOES:

ABSENT:

ATTEST:

____
Shon Harris, Mayor

____
Ciara Wakefield, City Clerk

APPROVED AS TO FORM
COUNCIL FOR YUBA CITY:

____
Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

ATTACHMENT 2

City of Yuba City, California

457(b) Deferred Compensation and Retirement Health Savings Plans
Statement of Investment Policies and Guidelines

August 2024

INTRODUCTION AND PURPOSE

This Statement of Investment Policies and Guidelines (hereinafter, "Investment Policy Statement") is set forth to provide an outline of the investment policies, guidelines and objectives related to the administration of the City of Yuba City 457 Deferred Compensation and Retirement Health Savings Plans (hereinafter "Plan" or "Plans"). The City of Yuba City Deferred Compensation Plans Advisory Committee is responsible for administering and providing oversight over the Plans. The Plans are salary deferral retirement and healthcare plans available to eligible employees. The Plans' purpose is to provide a vehicle for and to encourage additional retirement and healthcare savings in order to supplement the other retirement benefits provided to City employees.

This Investment Policy Statement is further intended to assist the fiduciaries of the Plans in making investment-related decisions in a prudent manner. It outlines the underlying philosophies and processes for the selection, monitoring and evaluation of the investment options and investment providers utilized by the Plans. This Investment Policy Statement will be reviewed at least annually, and it can be revised at any time to reflect changes in the capital markets, plan participant objectives, or other factors relevant to the Plans.

The Plan Document for the Plans is the governing document and contains the specific Plan provisions and requirements for determining eligibility and operational processes for contributions and withdrawals. If any terms or conditions of this Investment Policy Statement conflicts with any terms or conditions in the Plan, the terms and conditions of the Plan as provided under the Plan Document shall control.

SUMMARY OF RESPONSIBILITIES

Plan Sponsor – The City of Yuba City is the Plan Sponsor. The authority and responsibilities of individuals and bodies acting on behalf of the Plan Sponsor include but are not limited to:

- Adopting and amending the Plan Document;
- Approving Plan services contracts;
- Appointing the Advisory Committee members; and
- Designating other fiduciaries of the Plan.

Advisory Committee/Plan Sponsor Representatives – The Committee has been delegated the authority to implement, and be the Administrator for the Plans. The Committee has responsibility for the operation and administration of the Plans in accordance with the terms of the Plan Documents. It is the intent of the Committee to fulfill their fiduciary responsibilities with respect to the Plans solely in the interest of the participants and beneficiaries. The Committee members, as fiduciaries, are to perform their duties with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

The Committee's responsibilities also include but are not limited to the following:

- Selecting the investment design features of the Plans, including establishing the investment policy and objectives and the number and types of investment alternatives available to Plan participants;
- Appointing, monitoring, and evaluating all investment providers and managers in accordance with guidelines and benchmarks established within this document and consistent with applicable laws;
- Selecting and monitoring other Plan service providers, including, but not limited to, the Plan record-keeper, trustee, investment consultants, accountants, and/or any other providers; and
- Monitoring Plan costs which are charged to Plan assets and/or paid by Plan participants, including but not limited to investment management fees, custodial fees and fees paid to other plan service providers from Plan and/or participant assets.

Investment Consultant – The Plan Sponsor may engage an independent investment consultant (hereinafter "Consultant") to assist the Committee in carrying out the duties and responsibilities of this Investment Policy Statement. Such Consultant must be registered with either State or Federal securities regulators pursuant to the Investment Advisors Act of 1940. The Consultant's role is to provide information on various investment related issues. The Consultant has no discretionary control or authority over the Plans and their assets. In its role as an advisor to the Committee the Consultant acknowledges a fiduciary role with respect to the investment advice provided to the Committee. The services of the Consultant will be set forth in a separate agreement.

Investment Provider – An entity that offers investment option products and manages assets for the Plans. Examples of investment option products offered by an investment provider may include mutual funds, commingled trust funds, separate accounts and/or variable annuity contracts.

Investment Manager – The person(s) at the Investment Provider responsible for implementing an investment option's investing strategy and managing its portfolio trading activities.

Services Provider – An entity engaged to assist the Plan Sponsor, including the Committee, in regard to the administration of the Plans. This assistance includes Plan enrollment, communication, education, including providing general investment information to Plan participants regarding the procedures for making investment choices under the Plans. Additionally, the Services Provider should provide general information regarding each of the investment options offered under the Plans, required disclosures, distribution processing, record keeping, and other administrative functions as prescribed in an agreement entered into between the Plan Sponsor and the Services Provider.

GENERAL COMPLIANCE

The Plans are designed in accordance with the requirements of Section 457 of the Internal Revenue Code of 1986 (hereinafter "Code"), as applicable and amended. Though the Employee Retirement Income Security Act (ERISA) does not apply directly to the Plans, the Committee nevertheless intend to structure the Plans to contain certain features of a "404(c) Plan" within the meaning of the Department of Labor regulations under Section 404(c) of ERISA. The Plan participants will be solely responsible for the investment decisions and investment transactions that they make under the Plans as well as for electing the timing and form of distributions according to the terms of the Plans.

In keeping with the statutory framework of the Department of Labor regulations under ERISA Section 404(c), the Plan Sponsor aims, within its available resources, to provide Plan participants with the following opportunities to:

A. Choose from a minimum of three diverse investment categories, each with materially different risk and return characteristics. At least one of the categories will provide for a high degree of safety and capital preservation;

B. Make investment decisions at least quarterly; and

C. Receive or have access to the following information, as updated and as made available by the Services Provider:
   - A description of the investment options available under the Plans including a general description of the investment objectives, risk and return characteristics, and type and diversification of assets comprising each alternative;
   - Identification of the designated investment providers and investment options;
   - A description of any transaction fees or expenses charged to the participant's account, and information on costs and fees for an investment option that reduce the rate of return to participants (expense ratios); and
   - Prospectuses, annual reports, and semi-annual reports on investment options, if available.

GENERAL INVESTMENT POLICY, OBJECTIVES AND STANDARDS

The Plans intend to foster an investment environment that encourages and facilitates participant efforts to supplement other sources of retirement income. Participants in the Plans are solely responsible for their own investment decisions and bear the risks and assume responsibility for the results of the investment options that they select. The Plan Sponsor makes no representations, promises, or warranties regarding the suitability of Plan participation for any participant's individual investment or retirement needs. Additionally, the Plan Sponsor makes no representations, promises, or warranties about the performance of the Plans or the Plans' investment options.

The primary investment objective of the Plans is to present participants with a range of investment options, which give participants an opportunity to increase the value of their account in a manner consistent with varying levels of participant risk/reward tolerances and investment decision making skills. While the Plans cannot meet all plan participant investment preferences and attitudes, the Plans attempt to provide investment options for participants at various levels of investment sophistication and with varying requirements for risk and return.

Information that may be used to select which investment options to offer includes, but is not limited to, the following:

- Age, income, and other demographic data on Plan participants
- Liquidity and administrative constraints imposed on the Plans by investment and/or service providers
- Development of new investment products in the marketplace
- Level of participant usage of a particular investment category or option

A risk/reward structure is basic to investments. Generally, those vehicles offering the greatest return over time also carry the highest risk or volatility of return. The inherent conflict between volatility and long-range asset accumulation can be lessened through diversification among asset categories or classes. To provide participants the opportunity to select risk/reward strategies and to diversify Plan assets, the Plans will offer a number of investment alternatives in varying asset categories. These categories will have varying return and volatility characteristics and it is the responsibility of each participant to evaluate the investment options and to select an appropriate mix.

In addition to providing a range of investment options, the Plans seek to provide investment options that are competitive in terms of performance relative to appropriate investment performance and risk benchmarks. The performance and risk relationships of the Plans' investment options will be reviewed periodically. Investment options should generally be given a full market cycle to achieve stated objectives (market cycles normally occur over 3-5 year time periods). Investment options are expected to meet (in the case of passively managed/indexed options) or exceed their pre-determined benchmark index net of fees. Where peer groups are definable, actively managed investment options are expected to perform within the upper half of a sample of same style peers net of fees. In addition to net investment performance, the options' risk characteristics will also be reviewed. The risk associated with an investment option generally should be similar to the same-style peer group.

INVESTMENT OPTIONS

Investment options offered by the Plans will be categorized or grouped by similarities in investment objectives, style and risk. The Plan's services provider(s) and Consultant may be used to assist in determining the categories of investment options. The Plans will assist participants in meeting their long-term investment objectives by providing investment options within the following permitted investment categories (these categories are further explained later in this document):

A. Tier 1: Target Retirement Date Pre-Mixed Portfolios

B. Tier 2: Asset Category Core Options

- Fixed Stable Value/Guaranteed Investment Contract (GIC)
- Short/Intermediate/Long Duration Bond
- Total Return Bond
- Inflation-Protected Bond
- High Yield Bond
- U.S. Large-Size Company Equity
- U.S. Mid-Size Company Equity
- U.S. Small -Size Company Equity
- International Equity
- Global Equity

C. Tier 3: Specialty Options

- Socially Responsible
- Others as approved by the Committee

Investment options and categories may be added or deleted as necessary. At least one investment option shall be available within each investment category.

The following table outlines the objectives and performance benchmarks for each of the Plan's investment options. The risk associated with an investment option will be compared to appropriate risk benchmarks or measures for a same-style group of peer investment options, where definable.

TIER 1: TARGET RETIREMENT DATE PRE-MIXED PORTFOLIOS

Lifecycle Premixed Portfolio - Retirement Income	
Provide an asset allocation that is designed to deliver income generation, capital gains, and liquidity for investors in retirement. The portfolio will be well diversified including U.S. fixed income securities as well as U.S. and international equities. Stocks generally will comprise not more than 30% of the total portfolio. The percentage of international equities generally will not exceed 40% of the equity portion of the fund.	
Benchmark Index:	Custom Blended Index
Peer Group:	US Retirement Income

Lifecycle Premixed Portfolio –2020, 2025, 2030	
Provide an asset allocation that is designed to deliver income generation, capital gains, and liquidity for investors whose expected retirement date matches the date provided in the portfolio's name. Portfolios provide different allocations to stocks and bonds dependent upon the target retirement or withdrawal date that is selected. The portfolio will be well diversified including U.S. fixed income securities and U.S. and international equities. Stocks generally will comprise 30%-60% of the total portfolio. The percentage of international equities generally will not exceed 40% of the equity portion of the fund.	
Benchmark Index:	Custom Blended Index
Peer Groups:	US Target Date 2020, US Target Date 2025, US Target Date 2030

Lifecycle Premixed Portfolio – 2035, 2040, 2045, 2050, 2055	
Provide an asset allocation that is designed to deliver income generation, capital gains, and liquidity for investors whose expected retirement date matches the date provided in the portfolio's name. Portfolios provide different allocations to stocks and bonds dependent upon the target retirement or withdrawal date that is selected. The portfolio will be well diversified including U.S. fixed income securities, and U.S. and international equities. Stocks generally will comprise 60%-95% of the total portfolio. The percentage of international equities generally will not exceed 40% of the equity portion of the fund.	
Benchmark Index:	Custom Blended Index
Peer Groups:	US Target Date 2035, US Target Date 2040, US Target Date 2045, US Target Date 2050, US Target Date 2055

TIER 2: ASSET CATEGORY CORE OPTIONS

Fixed Stable Value/Guaranteed Investment Contract	
Provide high current income relative to cash investments and a high degree of investment safety without fluctuation of principal. Investment returns are derived primarily from interest income, with the possibility of some capital appreciation (or depreciation) of the underlying investment instruments. Generally, this option will be invested in guaranteed investment contracts (GICs), "synthetic" portfolios, money market instruments, and others, each mainly comprised of investments of short- to intermediate maturity, and which provide for an adequate degree of liquidity. The weighted-average maturity is expected to remain between two and five years at most times, though the investment manager retains discretion to occasionally deviate from these parameters if conditions appear to warrant doing so. Products from different issuers are permitted within the option, but generally, it is expected that the portfolio will remain broadly diversified with respect to issue, issuers, wrap-providers, the utilization of any General Account investments, and other relevant factors. The overall weighted credit-quality rating of the option shall be the equivalent of mid-investment-grade rating or higher. The rating must be obtained from at least one credit rating agency such as Moody, S&P or Duff & Phelps. If the option's weighted rating declines below this level, the option will be evaluated for corrective action.	
Benchmark Indexes:	5-year Constant Maturity (CM) US Treasury, 90-Day US Treasury Bill
Peer Group:	Stable Value (not applicable to general accounts)

Total Return Bond	
Provide capital appreciation and income through a diversified fixed income portfolio. The portfolio's duration is expected to be comparable to that of its Benchmark Index, with some bandwidth allowed for the manager to exercise strategic deviation from the Benchmark. Average credit quality is expected to be investment grade. The fixed income portfolio will normally be primarily comprised of investments including money market instruments, U.S. Government and Agency bonds, mortgage-backed securities, corporate bonds, and others. The manager will be given discretion to hold securities that are not contained within the Benchmark Index, which may include Foreign Bonds, High Yield Bonds, Convertibles, Treasury Inflation Protected Securities, derivatives, and others. The portfolio's aggregated composition and risk and return characteristics however are expected to be reflective of its asset class.	
Benchmark Index:	Bloomberg US Aggregate Bond Index
Peer Group:	US Intermediate-Core Bond

Inflation-Protected Bond	
Provide current income without undue risk to principal through an actively managed fixed income portfolio. Securities in the portfolio should be primarily invested in bonds that provide inflation protection (e.g. Treasury Inflation Protected Securities, or TIPS). Issuers may be the U.S. government, government agencies, or corporations of high credit quality. Generally, up to 30% of the portfolio may be invested in other types of bonds and money market instruments. Overall duration and maturity as well as average credit quality for the portfolio should be consistent with that of the Benchmark Index.	
Benchmark Index:	Bloomberg US Treasury Inflation Protection Index
Peer Group:	US Inflation Protected Bond

High Yield Bond
Provide high current income and capital appreciation through a diversified, actively managed portfolio of non-investment grade high yield securities. Overall duration and maturity as well as average credit quality for the portfolio should be consistent with that of the Benchmark Index.

Benchmark Index:	Bloomberg US Corporate High Yield Index
Peer Group:	US High Yield Bond

U.S. Large Company Equity	
Provide long-term capital appreciation through a diversified common stock portfolio whose average market capitalization may be categorized as Large Cap by an industry standard data provider. Stocks of foreign companies that are traded in the U.S. may also be included but are expected to constitute a minority portion of the portfolio.	
Benchmark Indexes:	S&P 500 Index, Russell 1000 Growth, Russell 1000 Value
Peer Groups:	US Large Blend, US Large Growth, US Large Value

U.S. Mid-Size Company Equity	
Provide long-term capital appreciation through a diversified common stock portfolio whose average market capitalization may be categorized as Mid Cap by an industry standard data provider. Stocks of foreign companies may also be included but are expected to constitute a minority portion of the portfolio.	
Benchmark Indexes:	Russell Mid Cap Index, Russell Mid Cap Growth, Russell Mid Cap Value
Peer Groups:	US Mid Blend, US Mid Growth, US Mid Value

U.S. Small-Size Company Equity	
Provide long-term capital appreciation through a diversified common stock portfolio whose average market capitalization may be categorized as Small Cap by an industry standard data provider. Stocks of foreign companies may also be included but are expected to constitute a minority portion of the portfolio.	
Benchmark Indexes:	Russell 2000 Index, Custom Small Cap Index
Peer Groups:	US Small Blend

International Equity	
Provide long-term capital appreciation through a diversified portfolio of international equities. Stocks of emerging countries may be used at the discretion of the manager but are expected to constitute a minority portion of the portfolio at most times.	
Benchmark Indexes:	MSCI All-Country World IMI Index, MSCI All-Country World ex-US Growth Index, MSCI All-Country World ex-US Value Index,
Peer Groups:	US Foreign Blend, US Foreign Growth, US Foreign Value

Global Equity	
Provide long-term capital appreciation through a diversified managed portfolio of global equities. The option normally invests in issuers from at least five different countries, including the United States.	
Benchmark Indexes:	MSCI All Country World Growth Index (net)
Peer Groups:	World Large Growth Stock

TIER 3: SPECIALTY OPTIONS

Socially Responsible	
Provide long-term capital appreciation through a diversified, common stock portfolio of companies and issues screened to meet selected "socially responsible" criteria. Stocks of foreign companies may be included, but generally should not exceed 20% of the total portfolio.	
Benchmark Index:	S&P 500 (primary); FTSE4Good US Select Index (secondary)*
Peer Group:	US Large Blend

*Socially Responsible investments are to be compared to a primary benchmark that represents the fund's broader peer group and investment style, and, if different, a secondary benchmark reflective of its ESG category.

INVESTMENT OPTION SELECTION GUIDELINES

Investment options offered to participants will be provided through investment provider(s) accessible on the Services Provider's platform. Before introducing a new investment fund the Committee, and in consultation with the Consultant and Services Provider, will define the niche to be filled and assess any prospective investment option's performance, quality, and risk characteristics. At a minimum, investment options under consideration should satisfy performance and risk considerations under actual, not modeled, conditions and over an appropriate time period. Investment option selection considerations may include, but are not limited to the following:

- The investment option should generally, but not necessarily, have a history that spans a full market cycle, normally three to five (3-5) years.
- The investment option should generally meet or exceed its predetermined benchmark index, net of fees.
- The investment option should generally perform at median or within the upper half of a recognized and defined sample of same-style peer funds.
- The investment option should be able to demonstrate a consistent performance track record attributable to a specific investment manager or team of managers.
- For Target Retirement Date Funds, the Committee shall consider the current and prospective composition of the Target Date funds (based on their glide path), and the corresponding risk and return implications relative to the benchmark and peer group constituents.

INVESTMENT OPTION REVIEW GUIDELINES AND MONITORING

Investment providers and investment managers are required to comply with all applicable laws, rules, and regulations. However, the Plan Sponsor takes no responsibility for the failure of such option and/or investment manager to comply with any and all applicable laws, rules, or regulations.

All options must have readily ascertainable market values and be easily marketable. It is recognized that Stable Value/GIC funds often have liquidity restrictions. Investment options with sales loads, redemption fees, or other non-investment management related expenses will be avoided to the extent possible. Options with deferred sales charges and/or market value adjustments will not be permitted.

Each investment option portfolio shall be diversified adequately to reduce risk and comply with current regulations and applicable state laws.

Investment option performance, risk and style consistency is intended to be evaluated on a quarterly basis. Performance and risk results will be evaluated using comparisons with this policy, pertinent market indices and against other same-style peers, where definable. When necessary, investment option performance and risk may be reviewed more frequently.

The Committee will periodically review the investment options' progress in meeting the Plans' investment objectives. Investment options will be expected to comply with all stated investment objectives, guidelines and applicable rules contained in the prospectus or fund fact sheet. The Committee will review the performance of investment options quarterly to determine if they are achieving the established objectives. Investment performance reviews may include, but are not limited to, a review of:

- Investment portfolios;
- Fees and expenses;
- Investment style, process, and philosophy;
- Investment management personnel; and
- Index tracking error.

The performance review will also include measuring the options' investment performance relative to stated benchmarks or respective indexes and peer groups; as well as the monitoring risk measures. The following will be evaluated:

QUANTITATIVE MEASURES

Active Investment Strategies. Options employing active management are expected to outperform their stated asset class or style benchmark net of all management fees over a trailing five-year time period; and to rank above the 50th percentile of the appropriate peer group for the same trailing five-year time period. It is also expected that the risk of each option, as defined by standard deviation of returns, be commensurate with the prescribed strategy relative to the appropriate market index and/or peer group. Target Date funds will be evaluated relative to customized passive benchmarks, comprised of two or more market indices allocated in a manner reasonably consistent with the stated asset allocation of the fund. Each Target Date fund will be compared to a passive benchmark developed specifically for the fund. The fund should exhibit risk and return characteristics that are reasonably consistent with the passive benchmark. After expenses, the fund should not systematically underperform the passive benchmark, nor should its expenses exceed the category average.

Passive Investment Strategies. Passive Options are expected to track the performance of the index strategy that the option is designed to replicate, less management fees, with marginal tracking error. It is also expected that the risk of each passive option, as defined by standard deviation of returns, be commensurate with the appropriate market index.

It should also be noted that certain passive investment options operate in a marketplace that includes foreign markets whose exchanges close prior to those of the United States. In these instances, some fund managers may engage in a method of "Fair Value Pricing," whereby the managers adjust the pricing of securities in the Fund to reflect any information that has become available after the close of the applicable foreign exchange market. Discrepancies in performance between the applicable investment option and its performance benchmark that are due to "Fair Value Pricing" and other common index fund tracking factors (such as the timing of market closures, management fees, benchmark nuances, and others) will be taken into consideration in evaluating performance of the affected investment options and generally will not be counted as underperformance.

QUALITATIVE MEASURES
The options will also be monitored on an ongoing basis for other material changes which the Committee may determine are of importance to the decision of whether or not to retain an investment option, such as personnel departures; organizational changes; or alterations in investment style, philosophy, or strategy; and adherence to stated guidelines.

Time Periods. The Plan Sponsor acknowledges that fluctuating rates of return characterize the securities markets, particularly during short-term time-periods. Recognizing that short-term fluctuations may cause variations in an option's performance; the Plan Sponsor intends to employ investment options with long-term investment strategies and will evaluate option performance from a long-term perspective. Performance over market cycles of three to five years will be weighted more heavily than performance over shorter time periods, such as one year or less.

In addition to the qualitative and quantitative measures referenced above, the Committee will also review the investment options' risk characteristics in relation to that performance. Risk will be measured in various ways including, but not limited to:

- Standard deviation
- Downside risk or semi-variance
- Risk/return ratios such as Sharp or Treynor Ratios
- Other statistical measures such as Beta, Alpha and Variance
- The current and prospective composition of the Target Date funds (based on their glide path), and the corresponding risk and return implications relative to the benchmark and peer group constituents.

INVESTMENT OPTION TERMINATION AND WATCH GUIDELINES
Generally, all investment options are expected to remain true to their stated investment objectives and to perform as well as or better than their prescribed performance benchmarks, net of fees. The Plan Sponsor recognizes the long-term nature of retirement plan investing and the variability of market returns. Periodic underperformance in any of the criteria outlined in this Investment Policy will not necessitate the termination of an option; however, any underperformance will result in consideration by the Committee of the factors causing underperformance and possible courses of action that the Committee, may take.

The Committee may, at any time, place any investment option that it views as having a pattern of under-performance on a watch-status. Reasons to place an option on a watch status, include but are not limited to, the following:

Quantitative Measures
Actively Managed Options

- Performance below the prescribed benchmark index over a trailing five-year period, combined with
- Performance below the median of its peer group over a trailing five-year period

Passively Managed Options

- Gross of fee and any fair value adjustment performance tracking error relative to the respective index that is greater than 15 basis points over a trailing five-year period

Target Date Options Composed of Passively Managed Options

- Net of fee performance tracking error relative to the respective index that is greater than 15 basis points (0.15%) for the trailing five-year period, combined with
- Performance below the median of its peer group over a trailing five-year period.

Target Date funds will be evaluated based on the performance of the entire suite as held within the Plans. A Target Date suite will normally be viewed as being in violation of investment policy performance criteria if over one-half of the funds in a Target Date suite held within the Plans lag this Investment Policy Statement's prescribed performance measures. The Committee may elect to deviate from this approach if it appears reasonable to do so.

Qualitative Measures

- Management team or other significant personnel turnover;
- Changes in the product's investment philosophy, process, style or risk profile;
- Excessive or rapid asset growth or decline;
- Pending regulatory investigations or material legal proceedings;
- Changes to firm ownership;
- Significant increase in management fees or expense ratio.

An investment option may remain on watch status until the Committee decides to take further action. Committee actions include, but are not limited to, the following:

- Removing the investment option from watch status; and
- Terminating the investment option and reallocating the assets to an alternate or replacement investment option by Committee direction.

To be removed from quantitative, performance related watch status, generally, performance for the preceding five-year trailing periods should be above the benchmark index or median for at least two consecutive quarters. However, barring any breakdown in process, the Committee may decide to leave an option on watch for as long as they feel it is prudent to do so.

The Plan Sponsor reserves the right to terminate investment option relationships at any time, for any reason when the Committee determines such termination is in the best interests of the Plans and its participants and beneficiaries. Upon termination, further contributions or transfers to an investment option may be frozen, or the option may be replaced with or without transferring existing assets from the replaced option. Once the decision to terminate an option and remove it from the Plans is made, asset transfer and liquidation should be handled to the best advantage of the Plans, with due consideration given to the anticipated effect on affected participants and beneficiaries.

INVESTMENT OVERSIGHT RESPONSIBILITY AND PROXY VOTING

The Committee, shall have overall responsibility for the selection, monitoring and termination of all investment managers. Additionally, the Committee shall be responsible for reviewing and maintaining these investment policies and guidelines.

Proxy voting rights shall be exercised in the best interest of the participants and beneficiaries of the Plans. The Committee may delegate the responsibility for promptly voting all proxies and related actions in a manner consistent with the long-term interest and objectives of the Plans. The Committee shall keep records of the voting of proxies and related actions and will comply with all applicable regulatory obligations.

On behalf of the City of Yuba City the Committee hereby approves this Statement of Investment Policies and Guidelines for the Plans defined by this Policy, effective on the date set forth below:

By: ________________________________

Date: ________________________________

GLOSSARY

Annualized Return

Rate of return of the account smoothed as though the return occurred equally over twelve-month periods. When the specified time frame is for less than a year, the rate of return in projected as though the same performance continues to occur for a twelve-month period.

Benchmarks

A standard against which the performance of the portfolio can be measured, typically against a standard index, although a client manager may also set the benchmark.

Duration

The weighted maturity of a fixed-income investment's cash flows used in the estimation of the price sensitivity of fixed-income securities for a given change in interest rates. Time periods are weighted by multiplying by the present value of its cash flow divided by the bond's price (a bond's cash flows consist of coupon payments and repayment of capital). A bond's duration will almost always be shorter than its maturity, with the exception of zero-coupon bonds, where maturity and duration are equal.

Growth Style Investing

Growth investors purchase companies that have above-average earnings growth and/or above-average sales growth rates.

Investment Objectives

The overall financial objectives of an investor. For example, whether the investor requires income or capital appreciation. The investor's objectives govern the investment strategy.

Large Cap

Large Capitalization – refers to those companies with a market capitalization categorized as Large Cap by an industry standard data provider.

Liquidity

The ability to buy or sell an asset quickly and in large volume without substantially affecting the asset's price.

Market Capitalization

The dollar value of a public company based on the total number of shares of stock available multiplied by the price per share.

Mid Cap

Mid Capitalization – refers to those companies with a market capitalization categorized as Mid Cap by an industry standard data provider.

Net of Fees

After subtraction of management fees.

Peer Group
Contemporaries of the same asset class that can be compared against one another to achieve a larger sense of how the particular portfolio is performing.

Portfolio
Refers to the complete list of securities held in an investment vehicle.

Small Cap
Small Capitalization – refers to those companies with a market capitalization categorized as Small Cap by an industry standard data provider.

Standard Deviation
Measures the range of returns and is based on a Normal Curve. Managers with lower standard deviations than the index have historically had returns that tended to fall closer to their mean return compared to the index. Managers with higher standard deviations than the index have historically had returns that tended to be further dispersed around the mean than the index. This is another measure of volatility, but it doesn't distinguish downside performance from upside performance.

Value Style Investing
Value investors rely on an examination of the underlying or unrealized value of a company as the primary criterion for deciding whether or not to buy a company's stock. Value stocks are often priced lower than growth stocks due to slower growth expectations, recent financial difficulty, or a host of other reasons.

Agenda Item **6**

CITY OF YUBA CITY
STAFF REPORT

Date:	September 3, 2024
To:	Honorable Mayor & Members of the City Council;
From:	Administration Department
Presentation By:	Kristi Morales , Administrative Analyst

Summary

Subject: Community Sponsorship

Recommendation: Consider the monetary sponsorship requests from the Sutter County Community Memorial Museum Association, Alliance for Hispanic Advancement (AHA), and SAYLove. If approved:

A. Adopt a Resolution to approve a monetary sponsorship request from the Sutter County Community Memorial Museum Association for $1,000.00 for sponsorship of the Annual Trees & Traditions fundraiser event
B. Adopt a Resolution to approve a monetary sponsorship request from the Alliance for Hispanic Advancement (AHA) for $1,500.00 for the Primavera Otra Veze event
C. Adopt a Resolution to approve a monetary sponsorship request from SAYLove for $2,500.00 for the SAVOR SAYLove Fundraiser event

Fiscal Impact: Monetary Sponsorships totalling $5,000.00 - Account No. 4220- 66015 (Community Events):

- Sutter County Community Memorial Museum Association - $1,000.00
- Alliance for Hispanic Advancement - $1,500.00
- SAYLove - $2,500.00

Council's Strategic Goal:

The overarching strategic goal of "Quality of Life."

Purpose:

City sponsorships reflect support of specific programs or events by an organization. The intent is that the public will receive some intrinsic cultural, economic, educational, or entertainment value from the program or event.

Background:

On January 18, 2022, Council adopted an Amended Community Sponsorship Policy which specifies the following factors that will be considered during the approval process:

- The City Council will approve all monetary sponsorship requests at a public meeting.
- Resources available (e.g., budget, staff, workload capacity, etc.)
- Compatibility with the strategic goals of the City Council and the mission of Yuba City.
- Impact of an event on City Facilities.
- Risk to the City.
- The ability of the organization to obtain liability insurance naming the City as an additional insured.
- The overall benefit to the community.

The following sponsorship request was received from:

Sutter County Community Memorial Museum Association

The Museum is a partnership between Sutter County and the Community Memorial Museum Association, a non-profit 501(c)(3) organization. The Association supports all the public programming aspects of the Museum, including education programs, fundraising events, temporary exhibits, updates to permanent exhibits, and the Museum Store.

The Sutter County Museum shares local stories to strengthen community bonds, inspire the celebration of our diverse cultural heritage, and demonstrate how understanding the past prepares us for the future.

Alliance for Hispanic Advancement (AHA)

AHA has over 30 years of local committed leadership, providing multiple services to the Yuba City Hispanic heritage community and business owners. AHA shares the same "Quality of Life" priority as the City does. AHA empowers our Hispanic community to foster pride and commitment to contributing back to our City. AHA is a well-respected and recognized non-profit in the Yuba-Sutter region. These funds would help develop and continue the services and programs that include education, community involvement, and business economics.

SAYLove Sutter and Yuba

SAYlove is a grassroots organization dedicated to enhancing the Yuba-Sutter area through community clean-ups and beautification projects. By collaborating with individuals, businesses, and organizations, SAYLove brings together resources to make positive changes and foster community pride. Volunteers meet monthly for clean-up events, where they work together to improve the environment and strengthen community bonds.a

Analysis:

The Amended Community Sponsorship Policy states, "The budget for the Community Sponsorship Program shall be established by City Council each year during the annual budget process," and "applications will be presented to Council quarterly on a first-come, first-serve basis." For FY 24-25, City Council budgeted $20,000 for Community Contributions and $10,000 for Community Events. Budgeted funds are to be considered and allocated on a quarterly basis, which provides $5,000 quarterly for Community Contributions and $2,500 quarterly for Community Events. Below is a breakdown of each account, including the above requests and all requests to date:

Description	Budget	Current Balance	Q1Jul-Sept 2024	Q2 Oct-Dec 2024	Q3 Jan-Mar 2025	Q4 April-June 2025	Remaining Balance
Community Contributions 4220-66010	**$20,000** ($5,000 Quarterly)	$20,000	$0	$0	$0	$0	
Total Contributions			$0	$0	$0	$0	**$20,000**
Community Events 4220-66015	**$10,000** ($2,500 Quarterly)	$10,000	$2,500 SAYLove Request	$1,000 Sutter County Museum Request	$1,500 AHA Request	$0	
Total Sponsorships			**$2,500**	**$1,500**	**$1,000**	$0	**$5,000**

Fiscal Impact:

Monetary Sponsorships totaling $5,000.00 from Account No. 4220-66015 (Community Events):

- Sutter County Community Memorial Museum Association - $1,000.00
- Alliance for Hispanic Advancement - $1,500.00
- SAYlove - $2,500.00

Alternatives:

1. Do not authorize the monetary sponsorship request(s).
2. Approve the monetary sponsorship request(s) with changes.
3. Provide staff with alternate direction.

Recommendation:

Consider the sponsorship requests from the Sutter County Community Memorial Museum Association, Alliance for Hispanic Advancement (AHA), and SAYLove. If approved:

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

B. Adopt a Resolution to approve a monetary sponsorship request from the Alliance for Hispanic Advancement (AHA) for $1,500.00 for the Primavera Otra Veze event.

C. Adopt a Resolution to approve a monetary sponsorship request from SAYLove for $2,500.00 for the SAVOR SAYLove Fundraiser event.

Attachments:

1. Attachment 1- Community Sponsorship (Sutter County Museum) - Resolution

2. Attachment 2- Community Sponsorship Application (Sutter County Museum)
3. Attachment 3 - Community Sponsorship (AHA) - Resolution
4. Attachment 4- Community Sponsorship Application (AHA)
5. Attachment 5- Save the Date (AHA)
6. Attachment 6 Community Sponsorship (SAYlove) - Resolution
7. Attachment 7 Community Sponsorship Application (SAYlove)

<u>Prepared By:</u>
Kristi Morales
Administrative Analyst

<u>Submitted By:</u>
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO._______

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING COMMUNITY SPONSORSHIP REQUEST FOR, THE SUTTER COUNTY COMMUNITY MEMORIAL MUSEUM ASSOCIATION

WHEREAS, The Sutter County Community Memorial Museum Association, a 501(c)(3) non-profit organization, is requesting community sponsorship funds for their ongoing public program; and,

WHEREAS, the City Council of the City of Yuba City ("City Council") finds that the Sutter County Community Memorial Museum Association, a nonprofit organizations that serves an important public purpose to the community insofar as the public will receive cultural, and educational enrichment from the program; and

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

Section 1. That the City Council finds the above recitals true and correct.

Section 2. The City Council finds that the Sutter County Community Memorial Museum Association provides events that benefit Yuba City residents. The requested fundraising event is for a qualified non-profit organization that primarily serves Yuba City residents, is open to the general public, and will contribute positively to the recognition and image of the city. Proceeds from the event will help bring innovative, education programs to inspire and celebrate the community's diverse population. Accordingly, the City Council approves the sponsorship request of $1,000 for the Sutter County Community Memorial Museums Association's "Trees and Traditions: Home for Christmas.

Section 3. This Resolution shall take effect immediately and that the Deputy City Clerk shall certify the adoption of this Resolution.

The foregoing Resolution of the City Council of the City of Yuba City is duly introduced, PASSED AND ADOPTED at a regular meeting thereof held on this 3rd day of September, 2024 by the following vote:

AYES:

NOES:

ABSENT:

____
Shon Harris, Mayor

ATTEST:

____
Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

____

Shannon L. Chaffin, City Attorney

ATTACHMENT 2

COMMUNITY SPONSORSHIP APPLICATION FORM

Name of Organization Sutter County Museum Non-Profit ID/ 501 C# 94-2427735

Address 1333 Butte House Rd. City/State/Zip Yuba City Ca. 95993

Contact Person Molly Bloom Phone 530. 822.7141 Email

Organization Purpose/Mission Educational / History

Type of Organization:

- ☒ Non-Profit (located or primarily serves residents within the City of Yuba City
- ☐ Educational Institution
- ☐ Local business (located within City of Yuba City city limits)

Type of Event:

☐ Local Celebration	☐Athletic	☐Cultural	☐Educational
☒ Fundraiser	☐Entertainment	☐Other	

Program or Event Name Trees and Traditions

Event Location 1333 Butte House Rd

Event Date/Time 12.6. 2024 / 8:00

Expected Number of Participants 200+

Open to the Public? ☒ Yes ☐ No

Please explain how your program or event meets one or more of the sponsorship criteria below:

- Boosts the local Yuba City economy:
- Provides an opportunity to help build community, foster a sense of pride within our community, and engage our community: Brings people together to celebrate the unique history of Yuba City / Sutter County.
- Contributes positively to the recognition and image of the City of Yuba City:

Type of Sponsorship Requested:

☐ In-kind services – Amount requested: ______________

Provide a description of the in-kind services requested:______________________________

____

____

☐ Facility Waiver – Amount requested: ______________

☒ Monetary Funding – Amount requested: $ 1,000

☐ Fundraiser Gift Basket – Amount requested:____________

Other Considerations:

☒ I understand that if the City agrees to sponsor the event, I will acknowledge the sponsorship on all printed information or advertising related to the event using a message approved by the City and provide any written marketing material to the City before distribution of event materials.

☒ If the City agrees to sponsor the event, I understand that appropriate ADA accessibility and other permit requirements will be provided.

☒ I understand that sponsorship is optional, and the City can deny this sponsorship application.

Signature of Applicant [signature] Date 8.7.24

Print Name of Applicant Wade Kirchner

ATTACHMENT 3

RESOLUTION NO._______

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING COMMUNITY SPONSORSHIP REQUEST FOR, THE ALLIANCE FOR HISPANIC ADVANCEMENT (AHA)

WHEREAS, The Alliance for Hispanic Advancement (AHA), a 501(c)(3) non-profit organization, is requesting community sponsorship funds for their ongoing public program; and,

WHEREAS, the City Council of the City of Yuba City ("City Council") finds that the listed are nonprofit organizations with financial hardships that serves an important public purpose to the community insofar as the public will receive some intrinsic cultural, economic, educational, or entertainment value from the program; and

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

Section 1. That the City Council finds the above recitals true and correct.

Section 2. The City Council finds that Alliance for Hispanic Advancement (AHA) provides events that benefit Yuba City residents. The requested fundraising event is for a qualified non-profit organization that primarily serves Yuba City residents, is open to the general public, and will contribute positively to the recognition and image of the city. Proceeds from the event will help bring innovative, education programs to inspire and celebrate the community's diverse population. Accordingly, the City Council approves the sponsorship request of $1,500.00 for the Alliance for Hispanic Advancement (AHA).

Section 3. This Resolution shall take effect immediately and that the Deputy City Clerk shall certify the adoption of this Resolution.

The foregoing Resolution of the City Council of the City of Yuba City is duly introduced, PASSED AND ADOPTED at a regular meeting thereof held on this 3RD day of September 2024 by the following vote:

AYES:

NOES:

ABSENT:

____
Shon Harris, Mayor

ATTEST:

____
Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon L. Chaffin, City Attorney

ATTACHMENT 4

COMMUNITY SPONSORSHIP APPLICATION FORM

Name of Organization Alliance for Hispanic Advancement Non-Profit ID/ 501 C# 3 ID 68-0317835

Address P.O. BOX 3743 City/State/Zip Yuba City, CA 95992

Contact Person Vera Correa Phone 530 301-3205 Email verachon@yahoo.com

Organization Purpose/Mission Improving the quality of life for people of Hispanic heritage

Type of Organization:

- ■ Non-Profit (located or primarily serves residents within the City of Yuba City
- ☐ Educational Institution
- ☐ Local business (located within City of Yuba City city limits)

Type of Event:

☐ Local Celebration	☐Athletic	☐Cultural	☐Educational
■ Fundraiser	☐Entertainment	☐Other	

Program or Event Name Primavera Otra Veze

Event Location St. Isidore's Catholic Church 222 Clark Avenue, Yuba City.

Event Date/Time Saturday, January 18, 2025 at 7:00pm

Expected Number of Participants 300

Open to the Public? ■ Yes ☐ No

Please explain how your program or event meets one or more of the sponsorship criteria below:

- Boosts the local Yuba City economy: In supporting our fundraiser we would be able to generate money to give back to the community and schools
- Provides an opportunity to help build community, foster a sense of pride within our community, and engage our community: Our fundraiser will be showcasing our culture, our heritage and local talents and especially our children
- Contributes positively to the recognition and image of the City of Yuba City: The diversity that Yuba City shows and cultivating the different cultures and supporting them.

Type of Sponsorship Requested:

☐ In-kind services – Amount requested: ______________

Provide a description of the in-kind services requested: Sponsorship Table

☐ Facility Waiver – Amount requested: ______________

☒ Monetary Funding – Amount requested: 1500.00

☐ Fundraiser Gift Basket – Amount requested: ____________

Other Considerations:

☒ I understand that if the City agrees to sponsor the event, I will acknowledge the sponsorship on all printed information or advertising related to the event using a message approved by the City and provide any written marketing material to the City before distribution of event materials.

☒ If the City agrees to sponsor the event, I understand that appropriate ADA accessibility and other permit requirements will be provided.

☒ I understand that sponsorship is optional, and the City can deny this sponsorship application.

Signature of Applicant Vera R. Correa Date 08-26-2024

Print Name of Applicant Vera Correa

ATTACHMENT 5

Save the Date

Reserva la Fecha

January 18, 2025

St. Isidore's Hall
222 Clark Ave., Yuba City

- Mariachi Bonita's
- Ballet Folkorico
- Youth Mariachi Club

Vera Correa: 530-301-3205
Cora Garcia: 530-671-4269

ALLIANCE FOR
HISPANIC
ADVANCEMENT

& GRUPO
GUADALUPANO

ATTACHMENT 6

RESOLUTION NO._______

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING COMMUNITY SPONSORSHIP REQUEST FOR, SAYlove

WHEREAS, The SAYlove a 501(c)(3) non-profit organization, is requesting community sponsorship funds for their ongoing public program; and,

WHEREAS, the City Council of the City of Yuba City ("City Council") finds that SAYlove, a nonprofit organizations that serves an important public purpose to the community insofar as the public will receive cultural, and educational enrichment from the program; and

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

Section 1. That the City Council finds the above recitals true and correct.

Section 2. The City Council finds that SAYlove provides events that benefit Yuba City residents. The requested fundraising event is for a qualified non-profit organization that primarily serves Yuba City residents, is open to the general public, and will contribute positively to the recognition and image of the city. Proceeds from the event will help bring innovative, education programs to inspire and celebrate the community's diverse population. Accordingly, the City Council approves the sponsorship request of $2,500 for SAYLOVE's SAVOR SAYLOVE Fundraiser.

Section 3. This Resolution shall take effect immediately and that the Deputy City Clerk shall certify the adoption of this Resolution.

The foregoing Resolution of the City Council of the City of Yuba City is duly introduced, PASSED AND ADOPTED at a regular meeting thereof held on this 3rd day of September,2024 by the following vote:

AYES:

NOES:

ABSENT:

____
Shon Harris, Mayor

ATTEST:

____
Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

____
Shannon L. Chaffin, City Attorney

ATTACHMENT 7

COMMUNITY SPONSORSHIP APPLICATION FORM

Name of Organization SAYLOVE Non-Profit ID/ 501 C# 83-4196482

Address PO BOX 1715 City/State/Zip YUBA CITY, CA 95992

Contact Person AMANDA HUSTED Phone 530-870-7064 Email SUTTERANDYUBALOVE@GMAIL.C

Organization Purpose/Mission Mobilize people and resources to promote positive impacts and change within our communities

Type of Organization:

- ☒ Non-Profit (located or primarily serves residents within the City of Yuba City
- ☐ Educational Institution
- ☐ Local business (located within City of Yuba City city limits)

Type of Event:

☐ Local Celebration	☐Athletic	☐Cultural	☐Educational
☒ Fundraiser	☐Entertainment	☐Other	

Program or Event Name SAVOR SAYLOVE FUNDRAISER

Event Location 7740 BUTTE HOUSE ROAD SUTTER, CA

Event Date/Time SEPTEMBER 27, 2024 5:30PM-10:00PM

Expected Number of Participants 225

Open to the Public? ☐ Yes ☑ No

Please explain how your program or event meets one or more of the sponsorship criteria below:

- Boosts the local Yuba City economy: SAYLOVE enhances the community by organizing clean-up efforts, creating a more inviting environment for residents and visitors. These initiatives showcase how our community comes together to foster a culture of mutual support and collaboration.
- Provides an opportunity to help build community, foster a sense of pride within our community, and engage our community: Community Clean-Up Projects by organizing monthly clean-up events. Collaborative efforts allow SAYLOVE to work with individuals, businesses, service organizations, and churches. This collaboration strengthens community bonds and encourages a culture of mutual support. The visible improvements in the community, such as cleaner streets and beautified public spaces show community support.
- Contributes positively to the recognition and image of the City of Yuba City: Our collaborative efforts not only enhance the city's environment but also contribute positively to the recognition and image of Yuba City as a community dedicated to unity and positive change.

Type of Sponsorship Requested:

☐ In-kind services – Amount requested: _______________

Provide a description of the in-kind services requested:________________________________
____
____

☐ Facility Waiver – Amount requested: _______________

☐ Monetary Funding – Amount requested: $2,500.00

☒ Fundraiser Gift Basket – Amount requested:_____________

Other Considerations:

☒ I understand that if the City agrees to sponsor the event, I will acknowledge the sponsorship on all printed information or advertising related to the event using a message approved by the City and provide any written marketing material to the City before distribution of event materials.

☒ If the City agrees to sponsor the event, I understand that appropriate ADA accessibility and other permit requirements will be provided.

☒ I understand that sponsorship is optional, and the City can deny this sponsorship application.

Signature of Applicant______________________________Date 08/27/2024

Print Name of Applicant Amanda Husted

Agenda Item **7**

CITY OF YUBA CITY
STAFF REPORT

Date: September 3, 2024

To: Honorable Mayor & Members of the City Council;

From: Administration Department

Presentation By: Diana Langley, City Manager

Summary

Subject: Revenue Sharing Agreement Between County of Sutter and City of Yuba City

Recommendation: Adopt a Resolution authorizing the Mayor to execute a Revenue Sharing Agreement with the County of Sutter

Fiscal Impact: If Measure D passes, it is estimated to generate approximately $17.5 million in local revenue. Under the proposed Revenue Sharing Agreement, the City will share 33% in an equivalent amount of Bradley-Burns Sales Tax with Sutter County, retaining 67% for the City.

Purpose:

To promote public health, safety, and welfare through improved coordination and the combining of efforts between the City and the County of Sutter, while ensuring the responsible use of public funds.

Council's Strategic Goal:

This addresses all of Council's Strategic Goals: Public Safety, Fiscal Responsibility, Infrastructure, and Business Friendly.

Background:

In December 2022, the City Council designated a Revenue Ad Hoc Committee comprised of current Mayor Harris and Councilmember Boomgaarden to explore a potential revenue measure and define priorities. In March 2023, the Sutter County Board of Supervisors designated a Revenue Ad Hoc Committee comprised of then Chair Bains and Supervisor Micheli. Over the course of the next few months, three joint Ad Hoc Committee meetings were held to discuss options to move forward with a revenue measure for the November 2024 general election. In addition, a facilitated meeting was held in November 2023 to discuss potential terms for a revenue sharing agreement.

In December 2023, the City Council and Board of Supervisors held a joint meeting in which the Revenue Ad Hoc Committees recommended the following:

- Yuba City lead the effort on a 1% general sales tax within the city limits
- Revenue share with Sutter County to support County services that benefit Yuba City residents
- Include a Citizens' Oversight Committee

- No competing/overlapping initiatives
- In effect until ended by voters

Over the last few months, the City Attorney and City Manager worked with County Counsel and the Chief Administrative Officer to develop a Revenue Sharing Agreement (Agreement) based on recommendations from the Revenue Ad Hoc Committees. On July 16, 2024, the City Council voted to place a general sales tax measure, Measure D, on the November 5th ballot for submission to the voters to enact a transaction and use tax (sales tax) at the rate of one percent.

<u>Analysis:</u>

The attached Agreement details how City of Yuba City revenues will be shared with Sutter County if Measure D is passed by a simple majority of the voters within the city. Key points of the Agreement are as follows:

- The City seeks to address pressing needs such as roads, police protection, fire services, and response efforts for unhoused persons, among other general fund revenue needs. In order to effectively address the City's pressing needs, the City will also require sufficient County services such as prosecutors at the District Attorney's Office, County Sheriff's Department personnel to staff jail facilities and courtrooms, County support to address roadways and infrastructure overlapping in both jurisdictions, to provide homeless response efforts, and other County services that benefit City residents.
- Allocation of funds shall be based on the following:
    - Initial Year - Up to $17,500,000 - City will allocate 33% to the County and retain 67%. If the actual amount received exceeds $17,500,000, then 50% of the amount in excess of $17,500,000 will be placed in a joint project fund to be administered by the City but allocated by both the City and County. The actual amount received becomes the Annual Basis amount for the next year.
    - Subsequent Years - City will allocate to the County 33% of the Annual Basis amount. If the actual amount received exceeds the Annual Basis, then 50% of the amount in excess of the Annual Basis will be placed in a joint project fund to be administered by the City but allocated by both the City and County. The actual amount received becomes the Annual Basis amount for the next year.
- Government Code Sections 55700 to 55707 and Section 29 of Article XIII of the California Constitution authorize counties and cities to enter into agreements to apportion between them, the revenue derived from sales or use taxes imposed by them pursuant to the Bradley-Burns Act. The City proposes to share an equivalent portion of the City's Bradley-Burns Sales tax with Sutter County.
- County agrees that any payment received shall be used for the purposes of providing general governmental services which primarily benefit the residents of Yuba City, with a priority on public safety, homeless services, roads, and other services, subject to several restrictions.

Upon Council approval of the Agreement, the Sutter County Board of Supervisors will consider the Agreement. If Measure D passes, the 1% transaction and use tax will go into effect in April 2025 and the first funds would be received around June 2025.

<u>Fiscal Impact:</u>

If Measure D passes, it is estimated to generate approximately $17.5 million in local revenue. The Agreement dictates that Sutter County would receive an equivalent share of the City's Bradley-Burns Sales Tax at a rate of 33% of the Annual Basis amount, leaving 67% for the City's use. If the actual revenues from Measure D exceed the Annual Basis, then 50% of the excess funds will be placed into a joint project fund and the City will retain the other 50%.

Alternatives:

Do not authorize the execution of a Revenue Sharing Agreement with the County of Sutter.

Recommendation:

Adopt a Resolution authorizing the Mayor to execute a Revenue Sharing Agreement with the County of Sutter.

Attachments:

1. Attachment 1 - Resolution - Revenue Sharing Agreement
2. Exhibit A - Revenue Sharing Agreement

Prepared By:
Diana Langley
City Manager

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY AUTHORIZING THE MAYOR TO EXECUTE A REVENUE SHARING AGREEMENT WITH THE COUNTY OF SUTTER

WHEREAS, the purpose of a Revenue Sharing Agreement with the County of Sutter is to promote public health, safety, and welfare through improved coordination and the combining of efforts between the City and County, while ensuring the responsible use of public funds; and

WHEREAS, the City seeks to address pressing needs such as roads, police protection, fire services, and response efforts for unhoused persons, among other general fund revenue needs, and is proposing a revenue measure, Measure D, to be considered in November of 2024 to assist in financing the same. However, the City has certain limitations in doing so as there are related matters within the jurisdiction and control of other public agencies that would require intra-agency cooperation and support. Specific to the Agreement, in order to effectively address the City's pressing needs, it will also require sufficient County services such as prosecutors at the District Attorney's Office, County Sheriff's Department personnel to staff jail facilities and courtrooms, County support to address roadways and infrastructure overlapping in both jurisdictions, to provide homeless response efforts, and other County services that benefit City residents; and

WHEREAS, the City has a strong desire to ensure there are sufficient County services available for items that directly affect City residents' health, safety, and quality of life. The County also has a strong desire to provide additional services but lacks adequate funding to do so currently. Both the City and the County have a mutual desire to improve the coordination and combining of efforts to meet the needs of the residents within the City of Yuba City; and

WHEREAS, Government Code Sections 55700 to 55707 and Section 29 of Article XIII of the California Constitution authorize counties and cities to enter into agreements to apportion between them, the revenue derived from sales or use taxes imposed by them pursuant to the Bradley-Burns Act which are collected for them by the California Department of Tax and Fee Administration; and

WHEREAS, Section 55704.5 of the California Government Code provides that a revenue sharing agreement must be proposed in a resolution of the governing body of each jurisdiction, and such resolution must be approved by two-thirds (2/3's) vote of each governing body. This Agreement constitutes a contract between City and County to apportion revenue between them pursuant to Section 55704.5 of the Government Code; and

WHEREAS, Pursuant to Government Code Section 55704, the County and City find and determine that one or more retailers have been established, or will be established, within the City, and consumers residing in the County are, or will be, purchasing tangible personal property from such retailers. The parties therefore have determined that equity requires that the local sales and use tax revenue under the Bradley-Burns Act attributable to sales of tangible personal property shipped, or caused to be shipped, by businesses within the City to be distributed and apportioned in a fair and just manner to both parties pursuant to this Agreement; and

WHEREAS, in consideration of the mutual covenants and agreements contained in the Revenue Sharing Agreement (Agreement) between the County of Sutter and City of Yuba City, the City and County agree to the terms in such Agreement.

NOW, THEREFORE, be it resolved by the City Council of the City of Yuba City that the Mayor is authorized to execute the Revenue Sharing Agreement attached as Exhibit A with the County of Sutter.

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 3rd day of September, 2024.

AYES:

NOES:

ABSENT:

Shon Harris, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachment:

Exhibit A – Revenue Sharing Agreement between County of Sutter and City of Yuba City

EXHIBIT A

REVENUE SHARING AGREEMENT

BETWEEN COUNTY OF SUTTER AND CITY OF YUBA CITY

THIS REVENUE SHARING AGREEMENT ("Agreement") is made and entered into by and between the CITY OF YUBA CITY ("City") and the COUNTY OF SUTTER ("County") and is dated for reference purposes as of ____________, 2024 (the "Effective Date").

RECITALS

A. The purpose of this Agreement is to promote public health, safety, and welfare through improved coordination and the combining of efforts between the City and County, while ensuring the responsible use of public funds.

B. The City seeks to address pressing needs such as roads, police protection, fire services, and response efforts for unhoused persons, among other general fund revenue needs, and is proposing a revenue measure to be considered in November of 2024 to assist in financing the same ("Revenue Measure"). However, the City has certain limitations in doing so as there are related matters within the jurisdiction and control of other public agencies that would require intra-agency cooperation and support. Specific to this Agreement, in order to effectively address the City's pressing needs, it will also require sufficient County services such as prosecutors at the District Attorney's Office, County Sheriff's Department personnel to staff jail facilities and courtrooms, County support to address roadways and infrastructure overlapping in both jurisdictions, to provide homeless response efforts, and other County services that benefit City residents (collectively "City Needs").

C. The City has a strong desire to ensure there are sufficient County services available for items that directly affect City residents' health, safety, and quality of life. The County also has a strong desire to provide additional services but lacks adequate funding to do so currently. Both the City and the County have a mutual desire to improve the coordination and combining of efforts to meet the needs of the residents within the City of Yuba City.

D Government Code Sections 55700 to 55707 and Section 29 of Article XIII of the California Constitution authorize counties and cities to enter into agreements to apportion between them, the revenue derived from sales or use taxes imposed by them pursuant to the Bradley-Burns Act which are collected for them by the California Department of Tax and Fee Administration ("CDTFA").

E. Section 55704.5 of the California Government Code provides that a revenue sharing agreement must be proposed in a resolution of the governing body of each jurisdiction, and such resolution must be approved by two-thirds (2/3's) vote of each governing body. This Agreement constitutes a contract between City and County to apportion revenue between them pursuant to Section 55704.5 of the Government Code.

F. Pursuant to Government Code Section 55704, the County and City find and determine that one or more retailers have been established, or will be established, within the City, and consumers residing in the County are, or will be, purchasing tangible personal property from such retailers. The parties therefore have determined that equity requires that the local sales and use tax revenue under the Bradley-Burns Act attributable to sales of tangible personal property shipped, or caused to be shipped, by businesses within the City to be distributed and apportioned in a fair and just manner to both parties pursuant to this Agreement.

DEFINITIONS

A. "City Transaction and Use Tax Revenue" is the actual net amount the City receives from the proposed City Revenue Measure to be considered at the November 2024 election.

B. "Local Tax Revenues" are those revenues attributable to the local sale and use by retailers within the City that are currently paid to the City per the Bradley-Burns Uniform Local Sales and Use Tax Law (California Revenue and Taxation Code Section 7200 et seq.)

C. "Measured Sales" are sales of retail products subject to the Bradley-Burns Act sales and use tax within the jurisdiction of the City during each calendar quarter.

D. "Quarterly Revenue Payment" is twenty-five percent (25%) of the City's budgeted estimate of the City Transaction and Use Tax Revenue anticipated to be received for the fiscal year.

E "Tax Sharing Period" shall mean that period of time commencing the quarter of the City's first receipt of City Transaction and Use Tax Revenue and shall end at the conclusion of the second quarter after the termination by voters of the Revenue Measure.

AGREEMENT

In consideration of the mutual covenants and agreements contained herein, the City and County hereby agree as follows:

1. Recitals. The recitals and definitions set forth above are incorporated herein and made a part of this Agreement.

2. Allocation. During the Tax Sharing Period, the County shall be allocated the following Local Tax Revenues attributable to Measured Sales after April 1, 2025, as follows:

(a) Initial Year: The following shall apply for the first twelve (12) months that the City receives City Transaction and Use Tax Revenue:

(i) Up to $17,500,000: In the event that the City receives City Transaction and Use Tax Revenue in the amount of seventeen million, five hundred thousand dollars ($17,500,000) or less, the City will allocate to the County, thirty-three percent (33%) of that amount in Local Tax Revenues attributable to Measured Sales.

(ii) Over $17,500,000 million: In the event that City Transaction and Use Tax Revenue received by the City is in excess of $17,500,000, the City will allocate both:

(1) The amount described in Section 2(a)(i) to the County; and

(2) 50% of that amount in excess of $17,500,000 in Local Tax Revenues attributable to Measured Sales to a joint project fund to be administered by the City but allocated by both the City and County ("Joint Project Fund"), as further described in Section 5.

(iii) Example: For the purposes of clarity, if the City Transaction and Use Tax Revenue is $19.5 million in the first year of net collections, the City would then allocate Local Tax Revenues in the following apportionment: 33% of $17.5 million = $5,775,000 to the County; and 50% of $2 million = $1 million to the Joint Project Fund.

(b) Subsequent Years: After the initial year, the following shall apply until this Agreement is terminated:

(i) Annual Basis: Starting the second year and each year thereafter, the City will allocate to the County Local Tax Revenues equal to Measured Sales in the amount of 33% of the prior year's actual City Transaction and Use Tax Revenue receipts (Annual Basis).

(ii) Over Annual Basis: In the event that the City Transaction and Use Tax Revenue received by the City is in excess of the Annual Basis, the City will allocate both:

(1) The amount described in Section 2(a)(i) to the County; and

(2) 50% of the amount in excess of the Annual Basis in Local Tax Revenues equal to Measured Sales to the County, which allocation shall be placed in the Joint Project Fund, as further described in Section 5 of this Agreement.

(iii) Example: For the purposes of clarity, if the initial year City Transaction and Use Tax Revenues were $19,500,000, then that would be the Annual Basis for the second year. If $22,500,000 in City Transaction and Use Tax Revenues were then received during the second year, then the City would allocate $6,435,000 (33% of $19,500,000) of Local Tax Revenues to the County. Additionally, $1,500,000 (50% of the $3,000,000 in excess of the Annual Basis) would be allocated by the City to the Joint Project Fund. The second-year amount ($22,500,000) would then serve as the updated Annual Basis for the third year, and so on for each subsequent year.

(c) County Allocation: The County's allocated share of the Local Tax Revenues attributable to the Measured Sales, as described above, is referred to as the

"County Allocation." Amounts not specifically designated by this Agreement to be a part of the County Allocation or the allocation to the Joint Project Fund shall remain allocated to the City.

3. Payments.

(a) Quarterly Reporting. Upon request from the County, within three years after a report first becomes available, the City will assist County in obtaining reports regarding the allocation of Local Tax Revenues on Measured Sales ("Yuba City Reported Revenue") as reported to the CDTFA, as well as the actual and net amount of City Transaction and Use Tax Revenue while this Agreement is in effect.

(b) Quarterly Revenue Payments of County Allocation. It is the intent of the City and County that a payment process, consisting of four quarterly payments, will be used to distribute the County Allocation, which shall be based on budgeted amounts, followed by a year-end reconciliation, of City Transaction and Use Tax and Use Tax Revenue received by the City. The City shall pay to the County, for each calendar quarter, as follows (each payment below being referred to as a "Quarterly Revenue Payment"):

(i) The Quarterly Revenue Payment shall be due by the last day of September, December, March, and June of each calendar year. Each payment shall represent one hundred percent (100%) of City's budgeted estimate of the City Transaction and Use Tax Revenue for the applicable quarter or, if the City only budgets such revenues annually, equal to one fourth of that annual budget; and

(ii) After four Quarterly Revenue Payments are made for a fiscal year, the City shall calculate actual receipts of City Transaction and Use Tax Revenue for that fiscal year and adjust subsequent Quarterly Payments accordingly ("Quarterly Payment Adjustment"). If a Quarterly Payment Adjustment results in an additional allocation to the County or to the Joint Project Fund, such payment shall be made by September 30th. If a Quarterly Payment Adjustment results in an excess payment, the City may correct the excess payment as described in Section 3(e).

(iii) If any Quarterly Revenue Payment date falls on a City holiday, a banking holiday, or a weekend, then the required Quarterly Revenue Payment date shall be the first business day following such date.

(c) Interest. Quarterly Revenue Payments owed by City to the County will not accrue interest.

(d) Tax Payment Cap and Limitations. Notwithstanding any other provision, under no circumstances shall any payment to the County under this Agreement exceed thirty-three percent (33%) of the amount of City Transaction and Use Tax Revenue received by the City. Likewise, under no circumstances shall the City's contribution to the Joint Projects Fund exceed fifty percent (50%) of the City Transaction and Use Tax Revenue received by the City above the applicable Annual Basis. Finally, notwithstanding any other provision in this Agreement, in the event no City Transaction and Use Tax Revenue is actually or ultimately received by the City, then no payment of Local Tax Revenues or any other amount subject to this Agreement shall be due or owing to the County, contributed to the Joint Allocation Fund, or otherwise be encumbered, allocated, or constrained in any fashion under this Agreement.

(e) Excess Payment. Excess payments shall include any adjustments where:

(i) The budgeted amounts result in Quarterly Revenue Payments to the County that exceed the allocation actually due to County based on actual receipts of City Transaction and Use Tax Revenue;

(ii) The City is required to return any payment to the State;

(iii) Any other third party lawfully entitled to receive the same; or

(iv) The City is required to return any portion of the City Transaction and Use Tax Revenue from which a Quarterly Revenue Payment has been made or any allocation to the Joint Project Fund.

To correct an excess payment, the City may either reduce the amount payable to the County in a future Quarterly Revenue Payment or request reimbursement of the same. If agreed to by both the City and the County, the County may use the Joint Projects Fund to satisfy an excess payment obligation. If the City requests reimbursement, the County shall pay the same within sixty (60) days of the request, or in the case of the Joint Projects Fund, authorize the transfer of the excess payment amount to the City within thirty (30) days of the request.

4. Restrictions on use of Payments. The County agrees that any payment received under this Agreement shall be used for the purposes of providing general governmental services which primarily benefit the residents of Yuba City, with a priority on public safety, homeless services, roads, and other services, subject to the limitations listed below:

(a) Funds shall not be expended for capital projects located outside of City limits or the City's sphere of influence without the express approval of the City; and

(b) Funds shall not be expended or used for County Fire Department services, including compensation, training, equipment, or facilities. Further, Funds shall not be expended or used for compensation or training for the elected County Board of Supervisors.

(c) The County Administrative Officer shall submit a draft budget to the County Board of Supervisors recommending the use of the funds received under this Agreement in a manner that is consistent with the intent of this Agreement.

(e) Funds shall be expended by the County on only City Needs within 60 months of receipt of the Funds from the City. Any funds not expended within this time shall be promptly provided by the County to the City for allocation into the Joint Projects

Fund. If said payment is not made by the County within 30 days after the 60-month period has run, the City may choose to deduct the amount owing from Local Tax Revenues due to the County under Section 2 and allocate that amount to the Joint Projects Fund.

(f) Notwithstanding the foregoing, funds may be expended on joint projects or other projects mutually agreed upon with the City.

5. Joint Projects Fund. Funds allocated to the Joint Projects Fund shall be subject to all the following:

(a) The County Administrative Officer and the City Manager will develop a recommended list of joint projects for which the Joint Projects Fund may be used.

(b) The proposed joint projects list shall then be submitted to the Citizen's Oversight Committee (as formed pursuant to Section 6) to review for consistency with the purpose of this Agreement. The Citizen Oversight Committee may make recommendations to the County Administrative Officer and City Manager regarding the list; however, should they fail to respond within 45 days of submission of the list, it shall be presumed that the Citizen's Oversight Committee has completed its review without any additional comment and recommends each of the proposed projects on the list.

(c) After consideration of any recommendations of the Citizen Oversight Committee, the County Administrative Officer and City Manager will submit the list of proposed joint projects to their respective Board/Council for consideration.

(d) The Board of Supervisors and the City Council will develop a list of proposed joint projects that are mutually agreeable to both the County and the City. Joint Project Funds will only be expended on projects that are mutually agreeable to both the County and the City.

(e) If City Transaction and Use Tax Revenue is less than the amount the City budgets for a fiscal year, Joint Projects Fund funds may also be used to offset the shortfall.

(f) The City shall administer the Joint Projects Fund and may offset its administrative costs directly from that fund without any further approval from the County. An accounting of administrative costs shall be provided to the County and Citizen Oversight Committee for review on an annual basis.

6. Oversight of payments. The County shall cooperate with the City established Citizen Oversight Committee and timely provide information, documents, reports, and staff support reasonably necessary for the Citizen Oversight Committee to carry out its advisory role. The County shall place any written reports received from the Citizen Oversight Committee on the agenda for the County's Board of Supervisors and shall provide an opportunity for public comment on the report.

7. Modification of Agreement. The parties may modify this Agreement by a written amendment consistent with the requirements of the Government Code and any other applicable law or regulation. Nothing herein shall restrict the County's ability to exercise its power of

taxation subject to approval of the electorate. The parties may renegotiate the terms of this Agreement for any of the following reasons: (i) declaration of a fiscal emergency by either the City or the County; (ii) a declaration of a local emergency, by both the City and the County, related to the provision of services contemplated by this Agreement; (iii) if the City enters into a tax sharing agreement with a specific business or entity located within the City; (iv) if the State Constitution or law amends the Bradley-Burns Act, or there are other laws imposing revenue swaps or the equivalent, that result in the change of the percentage of allocations from sales or use tax revenues for either the County or the City; or (v) as mutually determined by the Parties.

8. Termination.

(a) This Agreement shall terminate concurrently with the earlier of (i) upon failure of the Revenue Measure to receive the appropriate vote of the electorate at the November 5, 2024 election; (ii) the end of the Tax Sharing Period; (iii) upon the effective date (i.e., the date that revenue is first collected) of a revenue measure imposing a sales tax within the City's limits that directly generates revenue for the County; or (iv) the termination by voters of the Revenue Measure under which City Transaction Tax Revenue is collected; provided, however, that any outstanding payment obligations of the City that have not been paid in full as of the date of termination shall survive and be paid by the City to the County at such times such payments would otherwise have been required to be made if this Agreement had not been terminated.

(b) Additionally, if State law is amended as noted in Section 7(iv) resulting in a reduction of the percentage of allocation of sales or use tax to the City while providing for any increase in allocation to the County (including under a State-mandated revenue swap), and if the parties cannot mutually agree as to how to adjust allocations by a corresponding percentage or amount under this Agreement to make the City whole, the City may terminate this Agreement upon twelve (12) months' notice to the County.

(c) Finally, this Agreement may be terminated for cause by the City, which includes any County failure to exclusively use funds for City Needs per Section 4 of this agreement, failure to comply with its obligations under Section 6(b) above, or any other breach of this Agreement. Prior to termination, the City shall first provide notice to the County of its intention to terminate the Agreement for breach, and the County shall have one hundred and eighty (180) days to cure the breach. If the County fails to cure within the one hundred and eighty (180) days, then the City may terminate this Agreement by sending notice of termination to the County. Upon termination under this Section, any Joint Projects Funds not already approved for expenditures will become the property of the City, including any portion of the County Allocation that has not been expended within a 60-month period and which should have been deposited into the Joint Projects Fund.

9. Cooperation. Each party will cooperate with the other party from time to time to provide information, documentation and access to personnel reasonably requested by the other party to support the determinations, calculations, allocations, and payments made pursuant to this Agreement. The parties will fully cooperate with each other in determining computational matters

hereunder to carry out the terms and intent of this Agreement. Each payment made by the City under this Agreement will be accompanied by such detail and such supporting documentation as may be reasonably necessary for the County to verify the amount paid.

10. Disputes. Any dispute arising out of or relating to this Agreement shall be resolved jointly by the County Administrator and City Manager. Should the County Administrator and City Manager be unable to resolve the dispute, either party may pursue its available remedies pursuant to the laws of the State of California. In no event shall the either Party be liable in damages for any breach or violation of this Agreement, it being expressly understood and agreed the any Party's sole legal remedy for breach or violation of this Agreement by the other Party shall be a legal action in mandamus, specific performance, or other injunctive or declaratory relief to enforce the provisions of this Agreement.

11. Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California as to all matters.

12. Indemnification. County shall indemnify, defend, and hold harmless City and its officers, directors, agents, employees, and volunteers, from and against any and all liability, loss, expense (including payment of reasonable and actual attorney's fees), or claims for injury, including death, or damages arising out of the performance of this Agreement, except as to the proportion caused by or resulting from the negligent act or omission of the City, its Council, officers, or agents. This section shall survive the termination or expiration of the Agreement.

13. Assignment. The County may not assign or delegate this Agreement or its rights or obligations under this Agreement without the prior written consent of the City. Any assignment or delegation that violates this provision shall be void.

14. Attorney's Fees and Legal Expenses. If either party is required to commence any proceeding or legal action to enforce or interpret any term or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses. For the purposes of this Agreement, "attorney's fees" and "legal expenses" include, without limitation, paralegals' fees and expenses, attorneys, consultants fees and expenses, expert witness fees and expenses, and all other expenses incurred by the prevailing party's attorneys in the course of the representation of the prevailing party in anticipation of and/or during the course of litigation, whether or not otherwise recoverable as "attorneys' fees" or as "costs" under California law, and the same may be sought and awarded in accordance with California procedure as pertaining to an award of contractual attorneys' fees.

15. Notices. Any notice, demand, request, consent, or approval that either party may or is required to give the other pursuant to this Agreement shall be in writing and shall either be personally delivered or sent by mail, addressed as follows:

COUNTY:

County of Sutter
Attn: County Administrator
1160 Civic Center Blvd., Suite A

CITY:

City of Yuba City
Attn: City Manager
1201 Civic Center Blvd.

Yuba City, CA 95993 Yuba City, CA 95993

17. Counterparts; Electronic Signatures. This Agreement may be executed in several counterparts, each of which shall he deemed an original, and all of which shall constitute but one and the same instrument. Signatures may be given electronically, including by exchange of signed pdfs, with the same force as original signatures.

18. Contingent Upon Revenue Measure. Notwithstanding any other provision of this Agreement, this Agreement is contingent upon, and shall not be of any force or effect unless, voters approve the Revenue Measure in November of 2024.

(Signatures on Next Page)

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of Effective Date.

COUNTY OF SUTTER

By:____________________________
Mat Conant, Chairman

ATTEST:______________________
Clerk of the Board

APPROVED AS TO FORM

____
William J. Vanasek, County Counsel

CITY OF YUBA CITY

By:____________________________
Shon Harris, Mayor

ATTEST:______________________
City Clerk

APPROVED AS TO FORM

____
Shannon L. Chaffin, City Attorney

Exhibit A: Resolution Of The City Of Yuba City Approving A Revenue Sharing Agreement Between County Of Sutter And City Of Yuba City

Exhibit B: Resolution Of The County of Sutter Approving A Revenue Sharing Agreement Between County Of Sutter And City Of Yuba City

Exhibit A

Exhibit B

Agenda Item **8**

CITY OF YUBA CITY
STAFF REPORT

Date: September 3, 2024

To: Honorable Mayor & Members of the City Council;

From: Administration Department

Presentation By: Diana Langley, City Manager

Summary

Subject: 2024 Nagar Kirtan Sikh Parade

Recommendation: Receive an update from the Sikh Parade Ad Hoc Committee on the planning efforts for the 2024 Nagar Kirtan Sikh Parade

Fiscal Impact: None

Purpose:

To receive an update on the public safety planning efforts for the annual Sikh Parade, scheduled for November 3, 2024.

Council's Strategic Goal:

This addresses Council's goal of Public Safety.

Background:

Every year on the first Sunday in November, the Gurdwara Sahib Sikh Temple (Temple) on Tierra Buena Road hosts the Nagar Kirtan which includes a parade that begins at the Temple, which is located in Sutter County, and continues through the northwestern portion of Yuba City. In December 2023, City Council designated Mayor Harris and Vice Mayor Shaw to lead a Sikh Parade Ad Hoc Committee to work with Temple representatives on coordination of the required Special Event Permit from the City.

Analysis:

Mayor Harris and Vice Mayor Shaw will provide a status update on planning efforts and the Special Event Permit.

Fiscal Impact:

None.

Recommendation:

Receive an update from Sikh Parade Ad Hoc on the planning efforts for the 2024 Nagar Kirtan Sikh Parade.

Attachments:
None

Prepared By:	Submitted By:
Diana Langley	Diana Langley
City Manager	City Manager

Future Agenda Items

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

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

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 Council Reports

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

Adjournment