

**CITY OF WEST SACRAMENTO  
REGULAR MEETING OF THE WEST SACRAMENTO CITY COUNCIL AND  
WEST SACRAMENTO REDEVELOPMENT SUCCESSOR AGENCY & WEST SACRAMENTO FINANCING AUTHORITY  
JANUARY 17, 2018 AGENDA**

Christopher L. Cabaldon, Mayor

Christopher T. Ledesma, Mayor Pro Tem  
Mark F. Johannessen, Council Member

Beverly A. Sandeen, Council Member  
Quirina Orozco, Council Member

Martin Tuttle, City Manager  
Jeffrey Mitchell, City Attorney

6:00 PM Closed Session – See attached agenda  
7:00 PM Pledge of Allegiance

**The meeting will be held at City Hall, City Council Chambers, 1110 West Capitol Avenue, West Sacramento**

***Anyone wishing to address the Council, or any agenda item, should fill out the Request to Speak card and present it to the City Clerk prior to the completion of staff presentation. Items on the Consent Agenda will be considered in one motion and the card should be turned in prior to the first item on Consent.***

**GENERAL ADMINISTRATION FUNCTION – PART I**

**1A. PRESENTATIONS BY THE PUBLIC ON MATTERS NOT ON THE AGENDA WITHIN THE JURISDICTION OF THE COUNCIL.**

The Council is prohibited from discussing issues not on the agenda brought to them at this time. According to State Law (the Brown Act), items must first be noticed on the agenda before any discussion or action.

**1B. COUNCIL COMMUNICATIONS / ASSIGNMENTS**

Age-Friendly Communities Task Force	Sandeen, Johannessen
Align Capital Region	Cabaldon
Bikeshare Policy Steering Committee	Cabaldon
City/County 2x2	Sandeen, Orozco
City/School 2x2	Orozco, Cabaldon
Delta Protection Commission	Cabaldon; Alternate - Ledesma
Executive Commission for the Homeless 10-Year Plan	Johannessen
EIFD Public Financing Authority	Ledesma, Cabaldon, Sandeen
Local Agency Formation Commission	Sandeen
Port District Commission	Ledesma; Johannessen; Sandeen; Cabaldon; Alternate - Orozco
Regional Water Authority	Orozco
River City Regional Stadium Financing Authority	Cabaldon, Orozco
Riverfront Joint Powers Authority	Cabaldon, Ledesma
Sacramento Area Council of Governments (SACOG)	Cabaldon; Alternate - Ledesma
Sacramento Regional County Sanitation District Board	Orozco; Alternate - Sandeen
Streetcar Policy Steering Committee	Cabaldon; Ledesma; Alternate - Orozco
Successor Agency Oversight Board	Cabaldon
Water Resources Association	Sandeen
West Sacramento Area Flood Control Agency JPA	Sandeen; Alternate - Ledesma
West Sacramento Housing Development Corporation Liaison	Johannessen
Yolo County Children's Alliance	Orozco
Yolo County Housing Authority	Johannessen
Yolo County Transportation District	Ledesma; Alternate - Sandeen
Yolo Habitat Conservancy	Ledesma; Alternate - Orozco
Yolo-Solano Air Quality Management District	Johannessen; Alternate - Vacant
Yolo Subbasin Sustainable Groundwater Agency	Sandeen

**1C. COUNCIL APPOINTMENTS, REAPPOINTMENTS, REMOVALS TO/FROM CITY AND NON-CITY BOARDS AND COMMISSIONS**  
Environment & Utilities Commission; Planning Commission

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

## CONSENT AGENDA

2. **ADMINISTRATIVE SERVICES/FINANCE**  
CONSIDERATION OF APPROVAL OF SETTLEMENT WITH RIVER CITY LAND HOLDING COMPANY, LLC AND RIVER CITY PARKING, LLC REGARDING TAX REFUND ACTION, AND AUTHORIZE THE MAYOR TO SIGN THE FINAL SETTLEMENT AGREEMENT; AND APPROVE ASSOCIATED ACTIONS. (BERLIN)  
  
**Comment:** The ownership entities of the Raley Field ballpark have filed litigation to reduce the Yolo County assessor's assessed valuation of the ballpark and other surrounding properties. A settlement agreement has been negotiated that would have parties, including the City, agree upon property values for the period 2008-09 through 2016-17, and methodologies for valuing the ballpark improvements in the future.
3. **COMMUNITY DEVELOPMENT/PLANNING**  
CONSIDERATION OF AN EXTENSION AUTHORIZING THE MAYOR TO EXECUTE THE DEVELOPMENT AGREEMENTS WITH EH TECH, INC. DBA NATURE'S MARKET PAST JANUARY 2018. (HAMILTON)  
  
**Comment:** This extension would give Core One Properties until March 22, 2018 to close on the property and lease 2424 Del Monte Street to Nature's Market. Until that occurs the development agreements adopted via Ordinances 17-20, 17-21 and 17-22 cannot be signed by the Mayor and recorded.
4. **ECONOMIC DEVELOPMENT & HOUSING**  
CONSIDERATION OF AMENDMENT NO. 1 TO A CONTRACT TO PROVIDE ARTWORK DESIGN SERVICES BETWEEN THE CITY AND JANET ZWEIG, LLC. (LAUREL)  
  
**Comment:** On January 18, 2017, Council approved an agreement with Janet Zweig, LLC to complete all design, engineering, permitting, maintenance specifications and oversight for the Mill Street Pier 2nd Phase art and interpretive improvements. Amendment No. 1 to the Agreement between the City and Janet Zweig, LLC will modify the scope of services to include fabrication of the art elements.
5. **PARKS & RECREATION**  
CONSIDERATION OF APPROVAL OF A CONCESSIONAIRE AGREEMENT WITH KLETTERWALD USA, LLC FOR DEVELOPMENT AND USE OF THE HERITAGE OAKS PARK PROPERTY. (C. TUTTLE)  
  
**Comment:** The Heritage Oaks Park site consists of 9.1 acres located at 1300 Lake Washington Boulevard as part of the Newport Estates Unit 10 map approved by Council in July 2015 and accepted as park land in June 2016. On March 15, 2017, the City Council approved an Exclusive Negotiation Agreement with Kletterwald USA for lease and development of a portion of the Heritage Oaks Park property.
6. **PUBLIC WORKS/TRANSPORTATION**  
CONSIDERATION AND AWARD OF CONTRACT TO NOMAD TRANSIT LLC, A WHOLLY OWNED SUBSIDIARY OF VIA TRANSPORTATION, INC. FOR THE PILOT FLEXIBLE TRANSPORTATION SERVICE. (ANBIAH)  
  
**Comment:** The selection of Via Transportation, Inc. was confirmed in concept by the City Council on November 1, 2017 when staff presented an overview of the services set forth by Via in their response to the May 2017 Request for Proposals, and at which time Council directed staff to return to Council for consideration of an Award of Contract not to exceed \$749,000 and to consider approving an allocation of up to \$600,000 in reserved Transportation Development Act funds.
7. **PUBLIC WORKS/TRANSPORTATION**  
CONSIDERATION OF INFORMATION ON THE UPCOMING OUTREACH MEETING FOR THE SYCAMORE TRAIL PHASE II & III EXTENSION PROJECT. (ANBIAH)  
  
**Comment:** In September 2017, City Council approved the contract for professional services for the Sycamore Trail Phase II & III Extension Project. As part of the Project design, environmental and processing efforts, the City will be holding the Project's first Community Open House Outreach Meeting on January 18, 2018, from 4:30 p.m. to 6:30 p.m. in the City Hall Galleria (first floor).
8. **CITY MANAGER**  
CONSIDERATION OF A CONTRACT WITH SMART CITIES, LLC FOR A SMART CITIES READINESS WORKSHOP AND SUMMARY REPORT. (BERLIN)  
  
**Comment:** This report requests Council authorization for a contract with Smart Cities Council, LLC in the amount of \$39,000 to conduct a Smart City Readiness workshop and prepare a summary report that will inform the Council's future consideration of a separate Smart City strategy document.
9. **CITY MANAGER/CITY CLERK**  
CONSIDERATION OF APPROVAL OF THE MINUTES OF THE DECEMBER 13, 2017 REGULAR CITY COUNCIL MEETING. (RANKIN)

## TIME-SET AGENDA (approximately 7:30 pm)

### 10. ADMINISTRATIVE SERVICES/FINANCE

CONTINUED PUBLIC HEARING AND CONSIDERATION OF RESOLUTION 18-4 APPROVING THE ISSUANCE OF CHARTER SCHOOL REVENUE BONDS BY THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY IN THE AMOUNT OF \$18 MILLION TO BE USED BY CALIFORNIA CHARTER SCHOOLS.

**Comment:** Charter schools are able to access financing through the California Municipal Finance Authority, a public finance authority which the City is a participant. The issuance of charter school revenue bonds requires that the City Council hold a public hearing and approve the bond issuance.

**Recommendation:** Staff respectfully recommends that the City Council 1) conduct a public hearing under the Tax and Equity Fiscal Responsibility Act (TEFRA) in connection with the proposed issuance in one or more series of revenue bonds by California Municipal Finance Authority (CMFA) in an amount not to exceed \$18,000,000 ("the Bond") to assist in the land acquisition and construction of the Lighthouse Charter School, located at the corner of Bryte and Hobson Avenues; and 2) adopt Resolution 18-4 which approves the issuance of bonds by the Authority, for the purposes of Section 147(f) of the Internal Revenue Code, which requires that private activity bonds be authorized by the "applicable elected representative of the governmental unit having jurisdiction over the area in which the financed facility is proposed to be located."

### 11. ECONOMIC DEVELOPMENT & HOUSING

PUBLIC HEARING TO CONSIDER THE CLOSEOUT OF COMMUNITY DEVELOPMENT BLOCK GRANT 14-CDBG-9894. (LAUREL)

**Comment:** The City received federal CDBG funding through the State of California Department of Housing and Community Development (HCD). Grant 14-CDBG-9894, providing funds for fair housing services, homeless outreach and coordination, preschool tuition assistance, microenterprise technical and financial assistance, infrastructure improvements in support of affordable housing, and a public safety study, expired on October 31, 2017. A public hearing to receive comments on activities funded by the grant is required to close out the grant.

**Recommendation:** Staff respectfully recommends that the City Council conduct a public hearing to receive comments on the closeout of CDBG grant 14-CDBG-9894.

## REGULAR AGENDA

### 12. CITY MANAGER/HUMAN RESOURCES

CONSIDERATION OF RESOLUTION 18-6 FOR EXEMPTION TO THE 180-DAY WAIT PERIOD FOR HIRING A RETIREE AS A TEMPORARY EXTRA-HELP EMPLOYEE (GOVERNMENT CODE SECTIONS 7522.56 AND 21224). (BERLIN)

**Comment:** City Council approval to waive the 180-day separation period is required by CalPERS prior to hiring retired annuitants. This position will perform work of limited duration for the elimination of backlogs, and limited term special projects regarding Community Development Block Grant (CDBG) program.

**Recommendation:** Staff respectfully recommends that the City Council approve Resolution 18-8 for exemption to the 180-day wait period for hiring a retiree as a temporary extra-help employee.

### 13. ECONOMIC DEVELOPMENT & HOUSING

CONSIDERATION OF UPDATE ON PIONEER BLUFF AND STONE LOCK REUSE MASTER PLAN: MOBILITY NETWORK. (LAUREL)

**Comment:** Since 2015, the City has been developing the Pioneer Bluff and Stone Lock Reuse Master Plan ("Master Plan"). In September 2017, the City entered into a contract for civil engineering services for the preparation of a municipal utilities assessment report and the design and preliminary engineering for streetscape improvements. This report contains four mobility network alternatives, their accompanying combined layered networks, describes the Master's Plan coordination with the Broadway Bridge project and staff recommendations for a preferred alternative

**Recommendation:** Staff respectfully recommends that the City Council: 1) Receive a presentation of the proposed mobility network and layered network alternatives for the Master Plan and staff coordination efforts between the Master Plan and the Broadway Bridge project; and 2) Provide comments or direction to staff on the proposed alternatives and 3) Approve staff's recommendations contained within the report.

14. **ECONOMIC DEVELOPMENT & HOUSING**  
CONSIDERATION OF RESOLUTION 18-7 AUTHORIZING AN APPLICATION TO THE STATE OF CALIFORNIA NATURAL RESOURCES AGENCY FOR \$1.5 MILLION IN LAND AND WATER CONSERVATION GRANT FUNDS FOR THE BRIDGE DISTRICT PLAZA PROJECT. (LAUREL)

**Comment:** The Land and Water Conservation Fund Program is a Federal program administered by the State of California Natural Resources Agency Department of Parks and Recreation, for the purpose of preserving public outdoor recreational space in accordance with the California Outdoor Recreation Resources Plan Act of 1967. The City is contemplating submitting an application to the California Natural Resources Agency for the Bridge District Plaza project.

**Recommendation:** Staff respectfully recommends that the City Council Approve Resolution 18-7 authorizing the Land and Water Conservation Fund Program grant application, and authorizing the City Manager or his designee to act as the agent of the applicant to conduct any or all negotiations necessary to complete the Bridge District Plaza project.

15. **POLICE**  
CONSIDERATION OF A PRESENTATION ON THE COMMISSION ON ACCREDITATION FOR LAW ENFORCEMENT AGENCIES AWARD. (MCDONALD)

**Comment:** The purpose of this report is to present information regarding the West Sacramento Police Department's recent award of accreditation by the Commission on Accreditation for Law Enforcement Agencies (CALEA).

**Recommendation:** Staff respectfully recommends that the City Council hear a presentation on the CALEA award and provide feedback.

## ADMINISTRATIVE FUNCTION – PART II

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



**CITY OF WEST SACRAMENTO  
REGULAR MEETING OF THE WEST SACRAMENTO CITY COUNCIL AND  
WEST SACRAMENTO REDEVELOPMENT SUCCESSOR AGENCY & WEST SACRAMENTO FINANCING AUTHORITY  
JANUARY 17, 2018 CLOSED SESSION AGENDA**

Christopher L. Cabaldon, Mayor

Christopher T. Ledesma, Mayor Pro Tem  
Mark F. Johannessen, Council Member

Beverly A. Sandeen, Council Member  
Quirina Orozco, Council Member

Jeffrey Mitchell, City Attorney

6:00 PM      Call to Order

**1. CITY ATTORNEY**

**Conference with Labor Negotiator - GC §54957.6):**

**Agency Negotiator:** Laura Izon Powell

**Employee Organization:** Police Officers' Association (POA), Police Managers' Association (PMA) and Firefighters' Association Local 522.

**2. CITY ATTORNEY**

**Conference with Legal Counsel – Significant Exposure to Litigation - GC §54956.9(b): 2**

**3. CITY ATTORNEY**

**Conference with Legal Counsel – Initiation of Litigation - GC §54956.9(c): 1**

**4. CITY ATTORNEY**

**Conference with Real Property Negotiator - GC §54956.8:**

**Negotiating Parties:** Aaron Laurel, City of West Sacramento; Bobby Gill, Outfront Media; Mark Friedman, Fulcrum Property

**Property:** 4761 West Capitol Avenue (APN 067-101-026-000); 501 North Harbor Boulevard (APN 014-792-001-000); and 1301 South River Road (APN 058-350-002)

**Under Negotiation:** Price and terms of payment

I, Kryss Rankin, City Clerk, declare under penalty of perjury that the foregoing agenda for the January 17, 2018 regular and closed session meetings of the West Sacramento City Council, Redevelopment Successor Agency and Financing Authority was posted January 12, 2018 in the office of the City Clerk, 1110 West Capitol Avenue, West Sacramento, CA and was available for public review.



Kryss Rankin, City Clerk

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

**All public materials related to an item on this agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office at 1110 West Capitol Avenue during normal business hours. Any document provided at the meeting by staff will also be available to the public. Any document provided at the meeting by the public will be available the next business day following the meeting.**

**City Council meetings are broadcast live on AT&T Channel 99 and Wave Cable Channel 20, and rerun the next day at 12:00 pm and the following Saturday at 6:00 pm. The agenda and agenda reports are also available on the City's website at [www.cityofwestsacramento.org](http://www.cityofwestsacramento.org).**



MEETING DATE: January 17, 2018

ITEM # 2

**SUBJECT:**  
CONSIDERATION OF APPROVAL OF SETTLEMENT WITH RIVER CITY LAND HOLDING COMPANY, LLC  
AND RIVER CITY PARKING, LLC REGARDING TAX REFUND ACTION

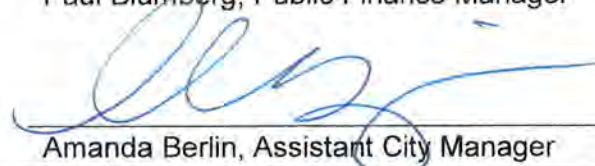
INITIATED OR REQUESTED BY:

REPORT COORDINATED OR PREPARED BY:

Paul Blumberg, Public Finance Manager

Council  Staff

Other



Amanda Berlin, Assistant City Manager

ATTACHMENT  Yes  No

Information

Direction

Action

**OBJECTIVE**

The purpose of this report is to approve settlement of a property tax appeal that has direct financial impacts on the City of West Sacramento ("City") and the West Sacramento Redevelopment Successor Agency ("Agency").

**RECOMMENDED ACTION**

It is respectfully recommended that the City Council:

1. Authorize the Mayor to execute the Settlement Agreement with the River City Land Holding Company and River City Parking LLC (aka the Rivercats); and
2. Approve the re-computation amount of past payments (shown in included Attachment "C") made pursuant to Section 5.5.1.2 of the Local Baseball Agreement.

**BACKGROUND**

River City Land Holding Company, LLC, and River City Parking, LLC ("River City") are the corporate entities that own Raley Field and surrounding parcels in West Sacramento. Beginning in the 2008/09 tax year, River City has sought a reduction in the assessed value of the stadium and land. In December 2014, the Assessment Appeals Board ("AAB") largely upheld the Assessor's assessment.

River City filed a tax refund action with the Yolo County Superior Court challenging the AAB's decision. The parties were able to enter meaningful negotiations in an effort to avoid costly litigation, and have reached a proposed agreement (Attachment 1). Under the settlement agreement, the stadium would be valued based on a methodology that accounts for the fact that sports facilities' values are often less than the cost to construct them. The settlement also keeps intact the assessed value of the land, to be in line with sales in the area. The settlement would eliminate the risk of a much lower assessment if River City prevailed in its tax refund action, and avoids years of further litigation and associated costs that would have been needed to bring the tax refund matter to a final judgement.

The appeal impacts six properties, and the current and proposed settlement assessed valuation is, as follows:

Year	Current Valuation	Proposed Settlement Valuation	Amount of Reduction (\$)	Reduction
2008/09	42,438,860	35,051,791	- 7,387,069	-17.41%
2009/10	43,176,039	35,542,026	- 7,634,013	-17.68%
2010/11	45,228,907	33,313,863	-11,915,044	-26.34%
2011/12	45,208,770	32,412,262	-12,796,508	-28.31%
2012/13	45,459,546	33,927,473	-11,532,073	-25.37%
2013/14	\$48,849,258	\$35,779,725	-12,334,050	-25.64%
2014/15	48,849,258	35340,681	-13,508,577	-27.65%
2015/16	50,590,101	34,619,663	-15,970,438	-31.57%
2016/17	52,528,896	33,271,629	-19,257,267	-36.66%

Note: number of parcels and associated valuation included in appeal varies by year.

City staff and the Assessor agree that this figure represents a fair assessment of River City's property, treats River City in line with other taxpayers, and recognizes the unique nature of the stadium. The settlement is subject to approval by the West Sacramento City Council, as the Yolo County Board of Supervisors already approved the agreement on December 12, 2017. If approved, the settlement would result in a refund to the Rivercats in the amount of \$1,007,636 within 90-days of the effective date of the Agreement. The payment includes recomputed land and improvement values for the nine years covered by the settlement, plus statutory interest (Attachment "A" to the agreement). It should be noted that the settlement has resulted in increased valuation of land over the current value, a result that reflected City Economic Development Department staff's participation in the appeal review. It should also be noted that the County's payments to the Rivercats associated with the stadium financing will be reimbursed to the County as a result of the reduced property tax assessment (see Exhibit "B" to the agreement).

The Settlement Agreement includes agreement on a methodology for valuing the Ballpark improvements which will likely make the reduction in improvement value permanent in future years, an impact that will only be partially off-set by increases in land value in the future. County staff estimate that the net annual cost to the County's general fund in the future is therefore only will be approximately \$10,000 per year. Assuming that the methodology for valuing the Raley Field Ballpark outlined in the Settlement is incorporated in future assessments, the net impact on the City is estimated to be approximately \$47,000 per year (based on the attached analysis of FY 2016/17).

The Agreement is subject to minor changes needed to effectuate the refund logistics to the County and Successor Agency. The addition of the Successor Agency's Attachment "C" will establish the amount of refund the Rivercats would pay to the Successor Agency within 90-days of the effective date of the agreement. Accordingly, staff asks that the City Council direct the City Attorney's Office to coordinate with the County Counsel's Office and Department of Financial Services to finalize the settlement and authorize the Chair to sign the final document, which will substantially conform to the document presented here.

## **ANALYSIS**

On December 12, 2017, the Yolo County Board of Supervisors approved the draft of the Settlement Agreement included as an attachment to this report. While the City has deferred to the Yolo County Assessor on matters related to assessment methodology, the Settlement Agreement has direct impacts on both the City and the Successor Agency, specifically, the recalculation of land and improvement values for the fiscal years 2008/09 through 2016-17. The retroactive impact of nine years of adjusted assessed values will have a positive impact on the City and the Successor Agency in the current period, due to the reimbursement for these nine years. While the assessment methodology would likely mean a continuation of the Settlement valuation for the ballpark improvements, this would have the unintended impact of reducing the Successor Agency's subsidy payment to the Rivercats in future years.

Most significantly, there will be a one-time reimbursement payment to the Successor Agency in the amount of \$679,874.66. For the year's subject to the reduction in assessed valuation for six parcels included in the appeal, the Successor Agency is entitled to a reimbursement under Section 5.1.1.2 of the Local Baseball Agreement. This section has required annual payments by the Redevelopment/Successor Agency to subsidize the Rivercats special tax assessments for CFD 12 (Raley Field). The annual subsidy is based on the assessed valuation of Rivercats property, values that now have been reduced under the Settlement Agreement. The recalculation and reduction of assessed value allows the Successor Agency to claim a refund for overpayment. This repayment is referenced in Section 5(d) of the Settlement Agreement, is included as an attachment to this report, and will be included as Attachment "C" to the final agreement.

The refund would be deposited in the Successor Agency's Redevelopment Obligation Reduction Fund (Fund 264-9394). To the extent these funds are used to pay enforceable obligations under the Recognized Obligation Payment Schedule (ROPS), addition funds (approximately 50%) would be available to be distributed to the City's Community Investment Fund (Fund 106). The settlement will result in a one-time payment to the City in the amount of \$339,973.33, tentatively as part of the County's 2018-19 residual distribution.

No appeal has yet been filed for tax year 2017-18, but the Settlement Agreement references the County's recalculation and reissuance of the tax bill for 2017-18. Assuming this is the case, the revised 2017-18 tax bill would have the following impacts: 1) it would have no impact on the City's "ad valorem" base property tax allocation from the Ballpark properties, 2) it would reduce the Redevelopment Property Tax Trust Fund (RPTTF) residual distributions to the City's Fund 106 (Measure G), and 3) it would mean a minor reduction on the AB 1290 pass through payments to the City's general fund.

### Future Years Impacts

As noted, if the reduction in the Ballpark improvement valuation continues in future years, there will be ongoing savings to the Rivercats, and a reduction of property tax to the Successor Agency and the Taxing Entities (including the City). Staff has prepared a cash flow model (included as an attachment to this report) based on FY 2016-17 demonstrate the potential future impacts. For the City, we have concluded the following:

1. City Base Property Tax: Neutral Impact: This is due to the fact that the appeal will not impact the City's share of the base local property tax, an amount which was frozen at the 1987 level when the RDA was formed. The City's share of the "ad valorem" property tax is based on the 1987 valuation (albeit, the nearest proxy is the 1999/2000 base value of the Ballpark properties at \$4.7 million) The City receives 48% of 1% of this value or \$23,560 annually through 2037 (using the proxy valuation) when the redevelopment plan terminates. The City's base tax receipts do not change with a successful appeal because this lower value is still greater than the 1987 base (or 1999 proxy value).
2. City AB 1290 Pass-Through Payments: The City would see a minor reduction in redevelopment AB 1290 pass through payments. Under Dissolution Act Section 34183, the taxing entities still continue to receive Negotiated and Statutory "pass through" payments as a percentage of gross tax increment receipts. In 2016/17, the City's share was roughly 3.5% of total tax increment, and lost revenue would have been \$6,808. The total loss in pass through payments to the taxing entities is estimated at \$40,298.
3. Reduction in deposits into the Redevelopment Property Tax Trust Fund (RPTTF): After pass through payments, the remaining amount of tax increment is deposited into the County's RPTTF. The first use of funds from this account is for the payment of Recognized Obligation Payment Schedule (ROPS) enforceable obligations. Using 2016/17 as an example, \$155,657 would not have been deposited in the RPTTF for this purpose. However, since the Successor Agency's subsidy to the Rivercats would have been reduced, there would be an additional \$75,453 to off-set this reduction.
4. Reduction in remaining fund for residual distribution to taxing entities: Pursuant to Dissolution Act Section 34188, any amount remaining in the RPTTF after payment of enforceable obligations is distributed to the taxing entities. Based on the 2016/17 the remaining balance available to be distributed to the taxing entities would be reduced by \$80,204. The City's portion of the residual distribution is deposited into the Community Investment Fund (Fund 106), and this deposit would have been reduced by \$40,401.

In summary, assuming the similar reduction in assessed valuation in the future, the City will see a minor loss in revenues. This loss is off-set by the one-time payment of \$679,875 based on the re-computation of subsidy payments made to the Rivercats from 2008/09 through FY 2016-17, with approximately half that amount (\$339,973) being distributed to the City in FY 2018/19 under Section 34188 of the Dissolution Act.

### Next Steps

Should the City Council approve Settlement Agreement, the County would take the lead on preparing the final agreement for execution by all three parties. Once executed, the City would seek reimbursement for the amounts shown in Exhibit "C". Once the revised 2017-18 tax bill is calculated, staff would prepare a reconciliation of amounts owed under the Local Baseball Agreement, factor in the 1<sup>st</sup> installment payment made by the Successor Agency in December 2017, and then provide a 2<sup>nd</sup> installment payment to the Rivercats in June 2018 based on the reconciled amounts.

Environmental Considerations  
Not applicable.

Commission Recommendation  
Not applicable.

Strategic Plan Integration  
Not applicable

### Alternatives

Staff is recommending that City Council approve the Settlement Agreement and associated actions. Alternatively, the City Council may recommend changes to the Agreement. In that case, the City's legal counsel would coordinate with the Rivercats to discuss modifications. If the City Council chooses not to approve the Agreement, the litigation would not be resolved, and the Successor Agency/City would not benefit from the re-computation of past payments and refund for overpayment.

### Coordination and Review

This report was coordinated with the City Attorney's Office and the City Manager's Office.

### Budget/Cost Impact

The budgetary impacts resulting from approval of the settlement agreement will have the following impacts:

1. Receipt of a Reimbursement from the Rivercats in the amount of \$679,874.66 which will be deposited in the Successor Agency's Redevelopment Obligation Reduction Fund (Fund 264-9296);
2. A future one-time residual distribution to the Community Investment Fund (Fund 106) in the approximate amount of \$339,937.33 through the 2018-19 residual distribution;
3. Likely future reductions in the AB1290 pass-throughs to the City, estimated at 3.5% of the property tax revenue adjustment due to the reduction in valuation of the ballpark improvements;
4. Likely future reductions in the residual distributions to the Community Investment Fund (Fund 106).

### ATTACHMENTS

1. Settlement Agreement and Release
2. Attachment "C" Successor Agency Reimbursable Amount
3. Illustration of Revenue Loss – 2016/17



Yolo County Agreement No. \_\_\_\_\_

West Sacramento Agreement No. \_\_\_\_\_

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement (“Agreement”) is entered into as of the last date reflected in the signature page below (“Effective Date”) by and between the County of Yolo, a political subdivision of the State of California (“County”), Jesse Salinas, acting as the Yolo County Assessor (“Assessor”), the City of West Sacramento, a municipal corporation (“City”), and River City Land Holding Company, LLC and River City Parking, LLC, two limited liability corporations (collectively “River City”) (collectively, “Parties”).

### RECITALS

A. WHEREAS, River City owns certain land, improvements, fixtures, and personal property located in West Sacramento, which includes the Raley Field baseball stadium and nearby parking facilities (“Subject Property”);

B. WHEREAS, River City has appealed the Assessor’s property tax assessments for the Subject Property in the 2008/2009 through 2016/2017 tax years to the Yolo County Assessment Appeals Board (“AAB”);

C. WHEREAS, the AAB heard River City’s appeals as to the 2008/2009 through 2013/2014 tax years in December 2014;

D. WHEREAS, River City’s appeals as to the 2014/2015 through 2016/2017 tax years are pending before the AAB (“Pending AAB Appeals”);

E. WHEREAS, on or around August 10, 2015, River City filed a complaint in the Superior Court of the State of California for the County of Yolo against County and the AAB, challenging the AAB’s decision as to the 2008/2009 through 2013/2014 tax years (“Lawsuit”);

F. WHEREAS, City intervened in the Lawsuit pursuant to Revenue and Taxation Code section 5146;

G. WHEREAS, the Parties wish to settle the Lawsuit and Pending AAB Appeals, and establish possible methodologies for appraising the Subject Property for future tax years.

NOW THEREFORE, in consideration of the execution of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and subject to the terms and conditions hereof, County, City, and River City hereby agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth herein in full.

2. **Assessment of Subject Property for 2008/2009 through 2016/2017 Tax Years.** The Parties agree that the values reflected in Attachment A reflect a fair and reasonable valuation of the Subject Property, using valuation methodologies that are consistent with the Revenue and Taxation Code, Property Tax Rules, and Assessor's Handbooks. The Parties agree that the values reflected in Attachment A can be enrolled as the assessed values for the tax years 2008/2009 through 2016/2017.

3. **Refund of Taxes and Interest.**

- (a) As a result of this Agreement, River City will be entitled to a refund of property taxes and interest on the refund, to be calculated upon enrollment of the revised assessed values. The refund and interest will first be applied to off-set River City's obligations to the County under Paragraph 5. Any remaining refund and interest will be paid to River City within 90 days of the Effective Date.
- (b) Interest on the refund is calculated pursuant to the requirements of the Revenue & Taxation Code (i.e. the greater of the county pooled apportioned rate, or 3%, calculated from the later of (i) the date of payment or (ii) the filing of a refund claim). Interest will be calculated through July 1, 2017, and River City agrees to forgo any interest that may accrue after July 1, 2017 through the date of payment, unless County fails to make such payment within 90 days of the Effective Date.
- (c) In the event that the refund, prior to application of interest and off-sets, is less than \$ 1,007,636, the Parties shall meet and confer to consider whether modification to the Agreement is warranted. River City shall have the option to cancel the Agreement within 10 days of the meeting.

4. **Property Tax Allocation.** Nothing herein shall limit County's ability to offset refunded amounts from agencies, including City, for the reduction of property taxes as a result of the refund of taxes and payment of interest to River City, in accordance with law.

5. **Financing Agreements Related to Stadium Construction.**

- (a) The Parties are also signatories to certain stadium financing and revenue sharing arrangements related to the Subject Property ("Local Baseball Agreement"). The refund of property taxes may affect financial obligations among the parties to the Local Baseball Agreement. River City shall be responsible for ensuring prompt payment, including interest where applicable, to County, City, or any third party that may be required following recalculation of obligations as a result of the property tax refunds.
- (b) Any payments due to the County and City under this Section shall include interest calculated in the manner provided for in Paragraph 3 through July 1, 2017.
- (c) River City's obligations to the County, estimated in Attachment B but which will be finalized after River City's final refund is calculated, will off-set from River City's refund payment.

- (d) River City's obligations to the City/Successor Redevelopment Agency under the Local Baseball Agreement, reflected in Attachment C, shall be paid by River City to the Successor Agency to the Redevelopment Agency of the City of West Sacramento within 90 days of the Effective Date.

6. **Methodology for Future Assessments.**

- (a) Other than as reflected in Section 6(b), nothing herein shall restrain the Assessor's discretion in selecting the appraisal methodology to employ when assessing the Subject Property for years after the 2016/2017 tax year ("Subsequent Tax Years"). However, River City agrees not to challenge any assessment in Subsequent Tax Years in which the Assessor employs the following methodology:
- (i) *Functional Obsolescence*: Apply a reduction of 16.7% to the original construction cost of improvements to represent the amount of functional obsolescence.
  - (ii) *Depreciation*: For all improvements, use the average between straight-line depreciation and Marshall Swift Table C over a useful life of 30 years. Any improvements should have a remainder value of 15%.
  - (iii) *Original Stadium Construction Costs*: Use construction cost of \$29,234,000 for the original stadium construction.
  - (iv) *Land Values*: Assessed at market value, so long as the total assessed value of each appraisal unit, not including subsequent improvements, does not increase beyond the 2% cap of Proposition 13. Each parcel shall be its own appraisal unit, except the "Ballpark Appraisal Unit" consisting of APN Nos. 058-320-027, 058-320-029, 058-320-030, 058-320-031, 058-320-055, and 058-320-059, which shall be treated as a single appraisal unit.
- (b) The Assessor shall recalculate the assessed value of the Subject Property for the 2017/2018 Tax Year in accordance with the methodology described in subsection (a) above. The Yolo County Department of Financial Services shall issue a revised tax bill based on the new assessment.
- (c) Nothing herein shall preclude River City from challenging a portion of an assessment in Subsequent Tax Years that does not follow the methodology described above, or the valuation of new construction or improvements in Subsequent Tax Years.

7. **No Wrongdoing.** The Parties acknowledge that this Agreement is not an admission of wrongdoing or negligence by any Party. The Parties enter into this settlement in light of risks, expenses, and loss of public funds associated with litigating the issues raised in the Lawsuit and Pending AAB Appeals. The Parties agree that this settlement is preferable to litigation and that the valuation and associated methodologies described above are reasonable, fair, and legal.



8. **Dismissal of Lawsuit.** Within 30 days of the Effective Date, River City shall file with the Court a Request for Dismissal, in substantial conformity with Judicial Council Form CIV-110. The dismissal shall be with prejudice of the entire action of all parties and all causes of action.

9. **Withdrawal of Pending AAB Appeals.** Within 30 days of the Effective Date, River City and the Assessor shall jointly file a stipulation dismissing River City's appeals based on the values in Attachment A for the 2014/2015 through 2016/2017 tax years. River City and the Assessor shall cooperate jointly in acquiring any approvals from the AAB necessary to effectuate this settlement.

10. **Attorneys' Fees and Costs.** All Parties agree to bear their own costs and expenses, including attorneys' fees.

11. **Mutual Release.** County, City, and River City, and their respective employees, representatives, agents, related entities, officers, directors, members, partners, predecessors, insurers, attorneys, administrators, successors and assigns, do hereby fully and forever completely release, acquit and discharge the other party and its respective employees, representatives, agents, related entities, officers, directors, members, partners, predecessors, insurers, attorneys, administrators, successors and assigns, from any and all damages, claims, actions, disputes, demands, losses, liens, written contracts, costs, expressed and/or implied warranty obligations, attorneys' fees, costs, actions, causes of action, and liabilities of whatever kind and nature arising from or related to the property taxes for Subject Property for the 2008/2009 through 2016/2017 tax years, whether known or unknown as of the date of this Agreement.

12. **Waiver of Civil Code Section 1542.** The mutual release of this Agreement is intended to be complete and final and to cover not only claims, demands, liabilities, damages, actions and causes of action that are known, but also claims, demands, liabilities, damages, actions and causes of action that are unknown or that the parties do not suspect to exist in their favor that, if known at the time of executing this Agreement, might have affected their actions, and therefore the parties expressly waive the benefit of the provisions of section 1542 of the California Civil Code, which provides:

**A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.**

County, City, and River City hereby waive and relinquish all rights and benefits that they have or may have had under section 1542 of the California Civil Code or the law of any other state, country, or jurisdiction to the same or similar effect to the full extent that they may lawfully waive such rights.

13. **Notices.** All notices to be given to the parties to this Agreement may be given by United States mail or other means to the following addresses:

County: Office of the County Counsel  
625 Court Street, Room 201  
Woodland, CA 95695

Yolo County Assessor's Office  
625 Court Street, Room 104  
Woodland, CA 95695

City: City of West Sacramento  
City Clerk's Office  
1110 West Capitol Avenue, 3rd Floor  
West Sacramento, CA 95691

River City: Jeff Savage  
400 Ballpark Drive  
West Sacramento, CA 95691

14. **Partial Invalidity.** The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision of this Agreement.

15. **Negotiated Agreement.** This Agreement was the subject of negotiation among the Parties, and no ambiguity or uncertainty in this Agreement shall be construed against any of the Parties based upon drafting/authorship of any of the provisions contained herein.

16. **Execution in Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17. **Subsequent Dispute.** This Agreement shall be interpreted under the laws of the State of California. In the event that a dispute arises as to the meaning or interpretation of this Settlement, including but not necessarily limited to a dispute as to whether subsequent conduct of any party conforms to the term of this Settlement, the parties shall make a good effort to resolve the dispute informally. If the dispute cannot be resolved informally after good faith efforts by the parties, then such dispute shall be resolved through proceeding in the Yolo County AAB or Yolo County Superior Court, as may be authorized by law.

18. **Public Record.** The Parties acknowledge that this document is a public record and subject to disclosure under the California Public Records Act.

19. **Authority to Execute.** The undersigned warrant that they are fully authorized to execute this Agreement on behalf of County, City, and River City, respectively.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth above.

**RIVER CITY**

By: \_\_\_\_\_  
Jeff Savage

Dated: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Chuck Post, Counsel for River City

**CITY**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

**COUNTY**

By: \_\_\_\_\_  
Duane Chamberlain, Chair  
Board of Supervisors

Dated: \_\_\_\_\_

Attest:  
Julie Dachtler, Deputy Clerk  
Board of Supervisors

By \_\_\_\_\_  
Deputy Clerk (Seal)

**ASSESSOR**

By \_\_\_\_\_  
Jesse Salinas  
Yolo County Assessor / Clerk-Recorder /  
Registrar of Voters

Dated: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Eric May, Senior Deputy County Counsel

# ATTACHMENT A

		2008-09 (6 appeals)			15	2009-10 (8 appeals)			15		
BALLPARK PARCEL	APN	058-320-027			10.76	058-320-027			10.76		
	APPEAL NO.	08-692				09-806					
	ACRES										
	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	PROPOSED SETTLEMENT			ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	PROPOSED SETTLEMENT			
	LAND	8,202,348	4,921,409	7,030,584		8,202,348	4,921,409	7,030,584			
	IMPROVEMENTS	33,297,908	16,651,046	26,779,747		33,997,164	16,998,582	27,269,982			
FIXTURES	-	-	-		-	-	-				
PP	-	-	-		-	-	-				
TOTAL	41,500,256	21,572,455	33,810,331		42,199,512	21,919,991	34,300,566				
LAND PSF	17.50	10.50	15.00		17.50	10.50	15.00				
BALLPARK PARCEL	APN	058-320-029			1.18	058-320-029			1.18		
	APPEAL NO.	08-693				09-807					
	ACRES										
	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	PROPOSED SETTLEMENT			ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	PROPOSED SETTLEMENT			
	LAND	582,926	349,756	771,012		606,480	363,888	771,012			
	IMPROVEMENTS	-	-	-		-	-	-			
TOTAL	582,926	349,756	771,012		606,480	363,888	771,012				
LAND PSF	11.34	6.80	15.00		11.80	7.08	15.00				
BALLPARK PARCEL	APN	058-320-030			0.42	058-320-030			0.42		
	APPEAL NO.	08-694				09-808					
	ACRES										
	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	PROPOSED SETTLEMENT			ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	PROPOSED SETTLEMENT			
	LAND	207,480	124,488	274,428		215,863	129,518	274,428			
	IMPROVEMENTS	-	-	-		-	-	-			
TOTAL	207,480	124,488	274,428		215,863	129,518	274,428				
LAND PSF	11.34	6.80	15.00		11.80	7.08	15.00				
BALLPARK PARCEL	APN	058-320-031			0.3	058-320-031			0.3		
	APPEAL NO.	08-695				09-809					
	ACRES										
	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	PROPOSED SETTLEMENT			ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	PROPOSED SETTLEMENT			
	LAND	148,198	88,919	196,020		154,184	92,510	196,020			
	IMPROVEMENTS	-	-	-		-	-	-			
TOTAL	148,198	88,919	196,020		154,184	92,510	196,020				
LAND PSF	11.34	6.80	15.00		11.80	7.08	15.00				
BALLPARK PARCEL	APN										
	APPEAL NO.										
	ACRES										
	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	PROPOSED SETTLEMENT			ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	PROPOSED SETTLEMENT			
	LAND										
	IMPROVEMENTS										
TOTAL											
LAND PSF											
BALLPARK PARCEL	APN										
	APPEAL NO.										
	ACRES										
	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	PROPOSED SETTLEMENT			ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	PROPOSED SETTLEMENT			
	LAND										
	IMPROVEMENTS										
TOTAL											
LAND PSF											
ACRES	APN				12.66				12.66		
	APPEAL NO.										
	ACRES										
	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	PROPOSED SETTLEMENT			ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	PROPOSED SETTLEMENT			
	LAND	9,140,952	5,484,572	8,272,044		9,178,875	5,507,325	8,272,044			
	IMPROVEMENTS	33,297,908	16,651,046	26,779,747		33,997,164	16,998,582	27,269,982			
FIXTURES	-	-	-		-	-	-				
PP	-	-	-		-	-	-				
TOTAL	42,438,860	22,135,618	35,051,791		43,176,039	22,505,907	35,542,026				
LAND PSF	16.58	9.95	15.00		16.64	9.99	15.00				
					(7,387,069)						
						(7,634,013)					
						(15,021,081)					

THE RIVERCATS/RIVER CITY WILL NOT PURSUE ANY VALUE CHANGES ON PARCELS BELOW:

THE RIVERCATS/RIVER CITY WILL NOT PURSUE ANY VALUE CHANGES ON PARCELS BELOW:

APN 058-320-032  
 APPEAL NO. 08-695  
 ACRES 0.65

	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE
LAND IMPROVEMENTS	321,101	192,661
TOTAL	321,101	192,661
LAND PSF	11.34	6.80

APN  
 APPEAL NO.  
 ACRES

LAND IMPROVEMENTS  
 TOTAL  
 LAND PSF

APN 058-310-022  
 APPEAL NO. 08-697  
 ACRES 1.39

	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE
LAND IMPROVEMENTS	433,846	260,308
TOTAL	433,846	260,308
LAND PSF	7.17	4.30

APN  
 APPEAL NO.  
 ACRES

LAND IMPROVEMENTS  
 TOTAL  
 LAND PSF

APN  
 APPEAL NO.  
 ACRES

LAND IMPROVEMENTS  
 TOTAL  
 LAND PSF

APN  
 APPEAL NO.  
 ACRES

LAND IMPROVEMENTS  
 TOTAL  
 LAND PSF

APN  
 APPEAL NO.  
 ACRES

LAND IMPROVEMENTS  
 TOTAL  
 LAND PSF

APN  
 APPEAL NO.  
 ACRES

LAND IMPROVEMENTS  
 TOTAL  
 LAND PSF

APN  
 APPEAL NO.  
 ACRES

LAND IMPROVEMENTS  
 TOTAL  
 LAND PSF

LAND IMPROVEMENTS  
 TOTAL  
 LAND PSF

ACRES 7.04

	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE
LAND IMPROVEMENTS	754,947	452,969
TOTAL	754,947	452,963
LAND PSF	8.50	5.10

APN 058-320-032  
 APPEAL NO. 09-810  
 ACRES 0.65

	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE
LAND IMPROVEMENTS	334,076	200,446
TOTAL	334,076	200,446
LAND PSF	11.80	7.08

APN  
 APPEAL NO.  
 ACRES

5533,763 was on lien date 1/1/2009 but then roll corrections/work orders were done to reduce 601 roll to 5276,973.

APN 058-310-022  
 APPEAL NO. 09-811  
 ACRES 1.39

	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE
LAND IMPROVEMENTS	442,522	265,513
TOTAL	91,241	54,745
LAND PSF	533,763	320,258
	7.31	4.39

APN 067-330-010  
 APPEAL NO. 09-812  
 ACRES 0.49

	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE
LAND IMPROVEMENTS	497,462	339,055
TOTAL	497,462	339,055
LAND PSF	23.31	15.88

APN 067-330-011  
 APPEAL NO. 09-813  
 ACRES 0.69

	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE
LAND IMPROVEMENTS	702,538	477,945
TOTAL	702,538	477,945
LAND PSF	23.37	15.90

APN  
 APPEAL NO.  
 ACRES

LAND IMPROVEMENTS  
 TOTAL  
 LAND PSF

APN  
 APPEAL NO.  
 ACRES

LAND IMPROVEMENTS  
 TOTAL  
 LAND PSF

APN  
 APPEAL NO.  
 ACRES

LAND IMPROVEMENTS  
 TOTAL  
 LAND PSF

APN  
 APPEAL NO.  
 ACRES

LAND IMPROVEMENTS  
 TOTAL  
 LAND PSF

LAND IMPROVEMENTS  
 TOTAL  
 LAND PSF

ACRES 3.22

	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE
LAND IMPROVEMENTS	1,976,598	1,282,959
TOTAL	91,241	54,745
LAND PSF	2,067,839	1,337,704
	14.09	9.15

		2010-11 (8 appeals)			15	2011-12 (7 appeals)			15
BALLPARK PARCEL	APN	058-320-027				058-320-067			
	APPEAL NO.	10-1006				A2011-00423			
	ACRES	10.76				10.73			
		ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	PROPOSED SETTLEMENT		ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	PROPOSED SETTLEMENT	
	LAND	7,030,574	4,921,409	7,030,584		7,010,982	5,543,350	7,010,982	
IMPROVEMENTS	37,224,122	18,618,961	25,048,353		37,504,419	18,758,434	24,924,298		
FIXTURES	-	-	-		-	-	-		
PP	-	-	-		-	-	-		
TOTAL	44,254,696	23,540,370	32,078,937		44,515,401	24,301,784	31,935,280		
LAND PSF	15.00	10.50	15.00		15.00	11.86	15.00		
BALLPARK PARCEL	APN	058-320-029				058-320-069			
	APPEAL NO.	10-1007				No appeal filed			
	ACRES	1.17				X			
		ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	PROPOSED SETTLEMENT					
	LAND	605,042	363,025	764,478					
IMPROVEMENTS	-	-	-						
TOTAL	605,042	363,025	764,478						
LAND PSF	11.87	7.12	15.00						
BALLPARK PARCEL	APN	058-320-030				058-320-030			
	APPEAL NO.	10-1005				No appeal filed			
	ACRES	0.42				X			
		ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	PROPOSED SETTLEMENT					
	LAND	215,351	129,211	274,428					
IMPROVEMENTS	-	-	-						
TOTAL	215,351	129,211	274,428						
LAND PSF	11.77	7.06	15.00						
BALLPARK PARCEL	APN	058-320-031				058-320-031			
	APPEAL NO.	10-1004				No appeal filed			
	ACRES	0.3				X			
		ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	PROPOSED SETTLEMENT					
	LAND	153,818	92,291	196,020					
IMPROVEMENTS	-	-	-						
TOTAL	153,818	92,291	196,020						
LAND PSF	11.77	7.06	15.00						
BALLPARK PARCEL	APN	058-320-055				058-320-055			
	APPEAL NO.	A2011-00429				A2011-00429			
	ACRES	0.62				0.62			
		ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	PROPOSED SETTLEMENT		ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	PROPOSED SETTLEMENT	
	LAND	270,072	402,510	405,108		270,072	402,510	405,108	
IMPROVEMENTS	-	-	-		-	-	-		
TOTAL	270,072	402,510	405,108		270,072	402,510	405,108		
LAND PSF	10.00	14.90	15.00		10.00	14.90	15.00		
BALLPARK PARCEL	APN	058-320-059				058-320-059			
	APPEAL NO.	A2011-00424				A2011-00424			
	ACRES	0.11				0.11			
		ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	PROPOSED SETTLEMENT		ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	PROPOSED SETTLEMENT	
	LAND	47,916	56,828	71,874		47,916	56,828	71,874	
IMPROVEMENTS	-	-	-		-	-	-		
TOTAL	47,916	56,828	71,874		47,916	56,828	71,874		
LAND PSF	10.00	11.86	15.00		10.00	11.86	15.00		
BALLPARK PARCEL	APN	058-320-059				058-320-059			
	APPEAL NO.	A2011-00424				A2011-00424			
	ACRES	12.65				11.46			
		ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	PROPOSED SETTLEMENT		ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	PROPOSED SETTLEMENT	
	LAND	8,004,785	5,505,936	8,265,510		7,328,970	6,002,688	7,487,954	
IMPROVEMENTS	37,224,122	18,618,961	25,048,353		37,504,419	18,758,434	24,924,298		
FIXTURES	-	-	-		-	-	-		
PP	-	-	-		-	-	-		
TOTAL	45,228,907	24,124,897	33,313,863		44,833,389	24,761,122	32,412,262		
LAND PSF	14.53	9.99	15.00		14.68	12.02	15.00		

(11,915,044)  
(26,936,126)

(12,421,127)  
(39,357,252)

2010-11 (8 appeals)				15	2011-12 (7 appeals)				15
THE RIVERCATS/RIVER CITY WILL PURSUE ANY VALUE CHANGES ON PARCELS BELOW:					THE RIVERCATS/RIVER CITY WILL PURSUE ANY VALUE CHANGES ON PARCELS BELOW:				
APN	058-320-032				058-320-057				
APPEAL NO.	10-1003				No appeal filed				
ACRES	0.65								
	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE							
LAND IMPROVEMENTS	191,892		115,135						
TOTAL	191,892		115,135						
LAND PSF	6.78		4.07						
APN					058-320-058				
APPEAL NO.					No appeal filed				
ACRES									
LAND IMPROVEMENTS									
TOTAL									
LAND PSF									
APN	058-310-022				058-310-025				
APPEAL NO.	10-1002				No appeal filed				
ACRES	0.87								
	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE							
LAND IMPROVEMENTS	276,316		165,790						
TOTAL	276,316		165,790						
LAND PSF	7.29		4.37						
APN	067-330-010				067-330-020				
APPEAL NO.	10-1001				AZ011-00426				
ACRES	0.32				0.32				
	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE			ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE			
LAND IMPROVEMENTS	324,103		194,462		326,543		209,088		
TOTAL	324,103		194,462		326,543		209,088		
LAND PSF	23.25		13.95		23.43		15.00		
APN	067-330-011				067-330-022				
APPEAL NO.	10-1000				AZ011-00425				
ACRES	0.69				0.64				
	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE			ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE			
LAND IMPROVEMENTS	650,084		390,050		654,979		418,170		
TOTAL	650,084		390,050		654,979		418,170		
LAND PSF	21.63		12.98		23.49		15.00		
APN					058-320-051				
APPEAL NO.					AZ011-00427				
ACRES					0.43				
	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE			ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE			
LAND IMPROVEMENTS					377,420		280,962		
TOTAL					377,420		280,962		
LAND PSF					20.15		15.00		
APN					058-320-054				
APPEAL NO.					AZ011-00428				
ACRES					0.45				
	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE			ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE			
LAND IMPROVEMENTS					394,951		291,735		
TOTAL					394,951		291,735		
LAND PSF					20.15		14.88		
APN					No appeal filed				
APPEAL NO.									
ACRES									
LAND IMPROVEMENTS									
TOTAL									
LAND PSF									
APN					No appeal filed				
APPEAL NO.									
ACRES									
LAND IMPROVEMENTS									
TOTAL									
LAND PSF									
ACRES	2.53				1.86				
	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE			ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE			
LAND IMPROVEMENTS	1,442,395		865,437		1,753,893		1,199,955		
TOTAL	1,442,395		865,437		1,753,893		1,199,955		
LAND PSF	19.09		7.85		21.88		14.97		



2012-13 (1 appeal)		20		2013-14 (13 appeals)		20	
BALLPARK PARCEL	APN	058-320-067		058-320-067		058-320-067	
	APPEAL NO.	12-428		13-436		13-436	
	ACRES	10.73		10.73		10.73	
		ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	PROPOSED SETTLEMENT	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	PROPOSED SETTLEMENT
	LAND	7,205,039	7,205,039	9,347,976	7,349,139	3,739,192	9,347,976
IMPROVEMENTS	38,254,507	19,127,253	24,579,497	39,087,815	20,945,335	24,166,729	
FIXTURES	-	-	-	-	-	-	
PP	-	-	-	-	-	-	
TOTAL	45,459,546	26,332,292	33,927,473	46,436,954	24,684,527	33,514,705	
LAND PSF	15.42	15.42	20.00	15.72	8.00	20.00	
BALLPARK PARCEL	APN	058-320-069		058-320-069		058-320-069	
	APPEAL NO.	No appeal filed		13-437		13-437	
	ACRES	X		1.15		1.15	
		ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	PROPOSED SETTLEMENT	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	PROPOSED SETTLEMENT
	LAND	-	-	-	623,383	400,752	1,001,880
IMPROVEMENTS	-	-	-	-	-	-	
TOTAL	-	-	-	623,383	400,752	1,001,880	
LAND PSF	-	-	-	12.44	8.00	20.00	
BALLPARK PARCEL	APN	058-320-030		058-320-030		058-320-030	
	APPEAL NO.	No appeal filed		13-438		13-438	
	ACRES	X		0.42		0.42	
		ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	PROPOSED SETTLEMENT	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	PROPOSED SETTLEMENT
	LAND	-	-	-	225,737	146,360	365,904
IMPROVEMENTS	-	-	-	-	-	-	
TOTAL	-	-	-	225,737	146,360	365,904	
LAND PSF	-	-	-	12.34	8.00	20.00	
BALLPARK PARCEL	APN	058-320-031		058-320-031		058-320-031	
	APPEAL NO.	No appeal filed		13-439		13-439	
	ACRES	X		0.3		0.3	
		ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	PROPOSED SETTLEMENT	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	PROPOSED SETTLEMENT
	LAND	-	-	-	161,236	104,544	261,360
IMPROVEMENTS	-	-	-	-	-	-	
TOTAL	-	-	-	161,236	104,544	261,360	
LAND PSF	-	-	-	12.34	8.00	20.00	
BALLPARK PARCEL	APN	058-320-055		058-320-055		058-320-055	
	APPEAL NO.	No appeal filed		13-445		13-445	
	ACRES	X		0.62		0.62	
		ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	PROPOSED SETTLEMENT	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	PROPOSED SETTLEMENT
	LAND	-	-	-	566,045	216,056	540,144
IMPROVEMENTS	-	-	-	-	-	-	
TOTAL	-	-	-	566,045	216,056	540,144	
LAND PSF	-	-	-	20.96	8.00	20.00	
BALLPARK PARCEL	APN	058-320-059		058-320-059		058-320-059	
	APPEAL NO.	No appeal filed		13-442		13-442	
	ACRES	X		0.11		0.11	
		ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	PROPOSED SETTLEMENT	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	PROPOSED SETTLEMENT
	LAND	-	-	-	100,420	10,000	95,832
IMPROVEMENTS	-	-	-	-	-	-	
TOTAL	-	-	-	100,420	10,000	95,832	
LAND PSF	-	-	-	20.96	2.09	20.00	
xx ACRES	APN	058-320-067		058-320-067		058-320-067	
	APPEAL NO.	12-428		13-436		13-436	
	ACRES	10.73		10.73		10.73	
		ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	PROPOSED SETTLEMENT	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	PROPOSED SETTLEMENT
	LAND	7,205,039	7,205,039	9,347,976	9,025,960	4,616,904	11,613,096
IMPROVEMENTS	38,254,507	19,127,253	24,579,497	39,087,815	20,945,335	24,166,729	
FIXTURES	-	-	-	-	-	-	
PP	-	-	-	-	-	-	
TOTAL	45,459,546	26,332,292	33,927,473	48,113,775	25,562,239	35,779,825	
LAND PSF	15.42	15.42	20.00	15.54	7.95	20.00	
				(11,532,073)		(12,333,950)	
				(50,889,325)		(63,223,276)	

2012-13 (1 appeal)		20	2013-14 (13 appeals)		20
THE RIVERCATS/RIVER CITY NOT PURSUE ANY VALUE CHANGES ON PARCELS BELOW:			THE RIVERCATS/RIVER CITY WILL		
APN	058-320-057		058-320-057		
APPEAL NO.	No appeal filed		13-440		
ACRES			0.12		
LAND IMPROVEMENTS			ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	
TOTAL			63,519	10,000	
LAND PSF			-	-	
APN	058-320-058		058-320-058		
APPEAL NO.	No appeal filed		13-441		
ACRES			0.26		
LAND IMPROVEMENTS			ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	
TOTAL			137,626	90,608	
LAND PSF			-	-	
APN	058-310-025		058-310-025		
APPEAL NO.	No appeal filed		13-446		
ACRES			0.13		
LAND IMPROVEMENTS			ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	
TOTAL			43,277	10,000	
LAND PSF			-	-	
APN	067-330-020		067-330-020		
APPEAL NO.	No appeal filed		13-448		
ACRES			0.32		
LAND IMPROVEMENTS			ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	
TOTAL			339,734	83,634	
LAND PSF			-	-	
APN	067-330-022		067-330-022		
APPEAL NO.	No appeal filed		13-447		
ACRES			0.64		
LAND IMPROVEMENTS			ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	
TOTAL			681,439	167,268	
LAND PSF			-	-	
APN	058-320-051		058-320-051		
APPEAL NO.	No appeal filed		13-443		
ACRES			0.43		
LAND IMPROVEMENTS			ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	
TOTAL			392,667	112,368	
LAND PSF			-	-	
APN	058-320-054		058-320-054		
APPEAL NO.	No appeal filed		13-444		
ACRES			0.45		
LAND IMPROVEMENTS			ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	
TOTAL			410,907	117,612	
LAND PSF			-	-	
APN	No appeal filed		No appeal filed		
APPEAL NO.					
ACRES					
LAND IMPROVEMENTS					
TOTAL					
LAND PSF					
APN	No appeal filed		No appeal filed		
APPEAL NO.					
ACRES					
LAND IMPROVEMENTS					
TOTAL					
LAND PSF					
ACRES	0		2.35		
ASSESSOR'S ROLL VALUE		APPLICANT'S OPINION OF VALUE	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	
LAND IMPROVEMENTS			1,931,543	500,882	
TOTAL			1,931,543	500,882	
LAND PSF	#DIV/0!	#DIV/0!	18.87	4.89	

2014-15 (15 appeals)		20		2015-16 (15 appeals)		20	
BALLPARK PARCEL	APN	058-320-067		058-320-067		15-153	
	APPEAL NO.	10-202		10-202		15-153	
	ACRES	10.73		10.73		10.73	
	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	PROPOSED SETTLEMENT	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	PROPOSED SETTLEMENT	
	LAND IMPROVEMENTS FIXTURES PP TOTAL LAND PSF	7,382,504 39,731,523 50,800 47,164,827 15.79	3,450,000 18,725,000 50,000 22,225,000 7.38	9,347,976 23,676,785 50,800 33,075,561 20.00	7,530,006 41,301,372 40,640 48,872,018 16.11	3,519,000 18,441,000 40,000 22,000,000 7.53	9,347,976 22,965,927 40,640 32,354,543 20.00
BALLPARK PARCEL	APN	058-320-069		058-320-069		15-160	
	APPEAL NO.	14-203		14-203		15-160	
	ACRES	1.15		1.15		1.15	
	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	PROPOSED SETTLEMENT	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	PROPOSED SETTLEMENT	
	LAND IMPROVEMENTS TOTAL LAND PSF	626,213 626,213 12.50	355,650 355,650 7.10	1,001,880 1,001,880 20.00	638,724 638,724 12.75	362,763 362,763 7.24	1,001,880 1,001,880 20.00
BALLPARK PARCEL	APN	058-320-030		058-320-030		15-155	
	APPEAL NO.	14-197		14-197		15-155	
	ACRES	0.42		0.42		0.42	
	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	PROPOSED SETTLEMENT	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	PROPOSED SETTLEMENT	
	LAND IMPROVEMENTS TOTAL LAND PSF	226,761 226,761 12.39	129,900 129,900 7.10	365,904 365,904 20.00	231,291 231,291 12.64	132,498 132,498 7.24	365,904 365,904 20.00
BALLPARK PARCEL	APN	058-320-031		058-320-031		15-156	
	APPEAL NO.	14-198		14-198		15-156	
	ACRES	0.3		0.3		0.3	
	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	PROPOSED SETTLEMENT	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	PROPOSED SETTLEMENT	
	LAND IMPROVEMENTS TOTAL LAND PSF	161,968 161,968 12.39	92,800 92,800 7.10	261,360 261,360 20.00	165,204 165,204 12.64	94,656 94,656 7.24	261,360 261,360 20.00
BALLPARK PARCEL	APN	058-320-055		058-320-055		15-163	
	APPEAL NO.	14-206		14-206		15-163	
	ACRES	0.62		0.62		0.62	
	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	PROPOSED SETTLEMENT	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	PROPOSED SETTLEMENT	
	LAND IMPROVEMENTS TOTAL LAND PSF	568,614 568,614 21.05	286,000 286,000 10.59	540,144 540,144 20.00	579,974 579,974 21.47	291,720 291,720 10.80	540,144 540,144 20.00
BALLPARK PARCEL	APN	058-320-059		058-320-059		15-159	
	APPEAL NO.	14-201		14-201		15-159	
	ACRES	0.11		0.11		0.11	
	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	PROPOSED SETTLEMENT	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	PROPOSED SETTLEMENT	
	LAND IMPROVEMENTS TOTAL LAND PSF	100,875 100,875 21.05	33,881 33,881 7.07	95,832 95,832 20.00	102,890 102,890 21.47	34,559 34,559 7.21	95,832 95,832 20.00
ACRES	APN	058-320-067		058-320-067		15-153	
	APPEAL NO.	10-202		10-202		15-153	
	ACRES	13.33		13.33		13.33	
	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	PROPOSED SETTLEMENT	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	PROPOSED SETTLEMENT	
	LAND IMPROVEMENTS FIXTURES PP TOTAL LAND PSF	9,066,935 39,731,523 50,800 48,849,258 15.62	4,348,231 18,725,000 50,000 23,123,231 7.49	11,613,096 23,676,785 50,800 35,340,681 20.00	9,248,089 41,301,372 40,640 50,590,101 15.93	4,435,196 18,441,000 40,000 22,916,196 7.64	11,613,096 22,965,927 40,640 34,619,663 20.00
				(13,508,577)		(15,970,438)	
				(76,731,852)		(92,702,290)	

		2014-15 (15 appeals)		20	2015-16 (15 appeals)		20
		THE RIVERCATS/RIVER CITY WILL NOT PURSUE ANY VALUE CHANGES ON PARCELS BELOW:			THE RIVERCATS/RIVER CITY WILL NOT PURSUE ANY VALUE CHANGES ON PARCELS BELOW:		
APN	058-320-057				058-320-057		
APPEAL NO.	14-199				15-157		
ACRES	0.12				0.12		
	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE			ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	
LAND IMPROVEMENTS	63,807	10,000			65,081	10,200	
TOTAL	63,807	10,000			65,081	10,200	
LAND PSF	12.21	1.91			12.45	1.95	
APN	058-320-058				058-320-058		
APPEAL NO.	14-200				15-158		
ACRES	0.26				0.26		
	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE			ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	
LAND IMPROVEMENTS	138,250	45,300			141,012	46,206	
TOTAL	138,250	45,300			141,012	46,206	
LAND PSF	12.21	4.00			12.45	4.08	
APN	058-310-025				058-310-025		
APPEAL NO.	14-207				15-164		
ACRES	0.13				0.13		
	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE			ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	
LAND IMPROVEMENTS	43,473	10,000			44,341	10,200	
TOTAL	43,473	10,000			44,341	10,200	
LAND PSF	7.68	1.77			7.83	1.80	
APN	067-330-020				067-330-020		
APPEAL NO.	14-209				15-166		
ACRES	0.32				0.32		
	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE			ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	
LAND IMPROVEMENTS	341,276	47,500			348,094	48,450	
TOTAL	341,276	47,500			348,094	48,450	
LAND PSF	24.48	3.41			24.97	3.48	
APN	067-330-022				067-330-022		
APPEAL NO.	14-210				15-167		
ACRES	0.64				0.64		
	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE			ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	
LAND IMPROVEMENTS	684,532	97,550			698,208	99,501	
TOTAL	684,532	97,550			698,208	99,501	
LAND PSF	24.55	3.50			25.04	3.57	
APN	058-320-051				058-320-051		
APPEAL NO.	14-204				15-161		
ACRES	0.43				0.43		
	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE			ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	
LAND IMPROVEMENTS	394,449	65,550			402,330	66,861	
TOTAL	394,449	65,550			402,330	66,861	
LAND PSF	21.06	3.50			21.48	3.57	
APN	058-320-054				058-320-054		
APPEAL NO.	14-205				15-162		
ACRES	0.45				0.45		
	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE			ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	
LAND IMPROVEMENTS	412,772	91,150			421,019	92,973	
TOTAL	412,772	91,150			421,019	92,973	
LAND PSF	21.06	4.65			21.48	4.74	
APN	058-320-028				058-320-028		
APPEAL NO.	14-196				15-154		
ACRES	3.7				3.7		
	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE			ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	
LAND IMPROVEMENTS	70720	0			72132	0	
TOTAL	70720	0			72132	0	
LAND PSF	0.438785893	0			0.44754672	0	
APN	058-310-026				058-310-026		
APPEAL NO.	14-208				15-165		
ACRES	0.74				0.74		
	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE			ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	
LAND IMPROVEMENTS	247480	90500			252424	92310	
TOTAL	247480	90500			252424	92310	
LAND PSF	7.677512223	2.807559626			7.83088874	2.863710818	
ACRES	6.79				6.78		
	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE			ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	
LAND IMPROVEMENTS	2,258,509	412,250			2,303,629	420,495	
TOTAL	2,258,509	412,250			2,303,629	420,495	
LAND PSF	7.64	1.39			7.79	1.42	





THE RIVERCATS/RIVER CITY/IGON PARCELS BELOW:

APN APPEAL NO. ACRES	058-320-057 16-140 0.12	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE
LAND	66,073	10,355	
IMPROVEMENTS	-	-	
TOTAL	66,073	10,355	
LAND PSF	12.64	1.98	
APN APPEAL NO. ACRES	058-320-058 16-141 0.26	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE
LAND	143,162	46,910	
IMPROVEMENTS	-	-	
TOTAL	143,162	46,910	
LAND PSF	12.64	4.14	
APN APPEAL NO. ACRES	058-310-025 16-131 0.13	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE
LAND	45,017	10,355	
IMPROVEMENTS	-	-	
TOTAL	45,017	10,355	
LAND PSF	7.95	1.89	
APN APPEAL NO. ACRES	057-330-020 16-133 0.32	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE
LAND	353,402	49,188	
IMPROVEMENTS	-	-	
TOTAL	353,402	49,188	
LAND PSF	25.35	3.53	
APN APPEAL NO. ACRES	057-330-022 16-134 0.64	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE
LAND	708,855	101,016	
IMPROVEMENTS	-	-	
TOTAL	708,855	101,016	
LAND PSF	25.43	3.62	
APN APPEAL NO. ACRES	058-320-051 16-130 0.43	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE
LAND	408,465	67,879	
IMPROVEMENTS	-	-	
TOTAL	408,465	67,879	
LAND PSF	21.81	3.62	
APN APPEAL NO. ACRES	058-320-054 16-128 0.45	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE
LAND	427,439	94,389	
IMPROVEMENTS	-	-	
TOTAL	427,439	94,389	
LAND PSF	21.81	4.82	
APN APPEAL NO. ACRES	058-320-028 16-142 3.7	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE
LAND	73232	0	
IMPROVEMENTS	0	0	
TOTAL	73232	0	
LAND PSF	0.454371727	0	
APN APPEAL NO. ACRES	058-310-026 16-132 0.74	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE
LAND	256273	93715	
IMPROVEMENTS	0	0	
TOTAL	256273	93715	
LAND PSF	7.950295337	2.907297794	
APN APPEAL NO. ACRES	058-320-051 16-130 0.43	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE
LAND	408,465	67,879	
IMPROVEMENTS	-	-	
TOTAL	408,465	67,879	
LAND PSF	21.81	3.62	

APN APPEAL NO. ACRES	058-320-057 16-140 0.12	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE
LAND	66,073	10,355	
IMPROVEMENTS	-	-	
TOTAL	66,073	10,355	
LAND PSF	12.64	1.98	
APN APPEAL NO. ACRES	058-320-058 16-141 0.26	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE
LAND	143,162	46,910	
IMPROVEMENTS	-	-	
TOTAL	143,162	46,910	
LAND PSF	12.64	4.14	
APN APPEAL NO. ACRES	058-310-025 16-131 0.13	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE
LAND	45,017	10,355	
IMPROVEMENTS	-	-	
TOTAL	45,017	10,355	
LAND PSF	7.95	1.89	
APN APPEAL NO. ACRES	057-330-020 16-133 0.32	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE
LAND	353,402	49,188	
IMPROVEMENTS	-	-	
TOTAL	353,402	49,188	
LAND PSF	25.35	3.53	
APN APPEAL NO. ACRES	057-330-022 16-134 0.64	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE
LAND	708,855	101,016	
IMPROVEMENTS	-	-	
TOTAL	708,855	101,016	
LAND PSF	25.43	3.62	
APN APPEAL NO. ACRES	058-320-051 16-130 0.43	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE
LAND	408,465	67,879	
IMPROVEMENTS	-	-	
TOTAL	408,465	67,879	
LAND PSF	21.81	3.62	
APN APPEAL NO. ACRES	058-320-054 16-128 0.45	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE
LAND	427,439	94,389	
IMPROVEMENTS	-	-	
TOTAL	427,439	94,389	
LAND PSF	21.81	4.82	
APN APPEAL NO. ACRES	058-320-028 16-142 3.7	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE
LAND	73232	0	
IMPROVEMENTS	0	0	
TOTAL	73232	0	
LAND PSF	0.454371727	0	
APN APPEAL NO. ACRES	058-310-026 16-132 0.74	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE
LAND	256273	93715	
IMPROVEMENTS	0	0	
TOTAL	256273	93715	
LAND PSF	7.950295337	2.907297794	
APN APPEAL NO. ACRES	058-320-051 16-130 0.43	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE
LAND	408,465	67,879	
IMPROVEMENTS	-	-	
TOTAL	408,465	67,879	
LAND PSF	21.81	3.62	

# ATTACHMENT B

River Cats Settlement  
Recomputation of Payment Pursuant to  
Payment Agreement between County of Yolo  
and the US Trust Company, National Association

Year	Amt. Paid	Recomp.	Due YC
2008-09	30,000	26,763	3,237✓
2009-10	30,000	27,151	2,849✓
2010-11	30,000	25,223	4,777✓
2011-12	30,000	24,877	5,123✓
2012-13	30,000	26,513	3,487✓
2013-14	30,000	26,789	3,211✓
2014-15	30,000	26,348	3,652✓
2015-16	30,000	25,658	4,342✓
2016-17	30,000	24,593	5,407✓
			<hr/> 36,085✓

CR  
11-16-17



# **ATTACHMENT C**

**(TO BE PROVIDED BY CITY OF WEST SACRAMENTO)**

## Exhibit "C"

Proposed Rivercats Property Tax Appeal Settlement  
 Re-computation of Payments Made by Redevelopment/Successor Agency to the Rivercats  
 Pursuant to Section 5.5.1.2 of the Local Baseball agreement

Year	Amount Paid To Rivercats	Recomputed Payment	Reimbursement Due to Successor Agency	Interest Calculation @3.0%
2008-09	\$286,504.00	\$234,672.00	\$51,832.00	\$12,439.68
2009-10	\$289,598.00	\$237,109.00	\$52,489.00	\$11,022.69
2010-11	\$297,965.00	\$221,494.00	\$76,471.00	\$13,764.78
2011-12	\$301,902.00	\$222,462.00	\$79,440.00	\$11,916.00
2012-13	\$306,876.00	\$234,795.00	\$72,081.00	\$8,649.72
2013-14	\$301,838.00	\$234,508.00	\$67,330.00	\$6,059.70
2014-15	\$297,539.00	\$231,432.00	\$66,107.00	\$3,966.42
2015-16	\$294,548.00	\$225,759.00	\$68,789.00	\$2,063.67
2016-17	\$295,224.00	\$219,771.00	\$75,453.00	\$0.00
Total	\$2,755,282.00	\$2,062,002.00	\$609,992.00	\$69,882.66
Payment due Total with interest	\$679,874.66			

Note: interest accrual to 6/30/2017

**Financial Impact of Rivercats Appeal on Taxing Entities  
Analysis of 2016-17 Proposed Settlement**

**Assumptions**

Current Assess Valuation (2016-17)	52,528,896.00
Reduced Proposed Settlement (2016-17)	33,271,629.00
Change in Assessed Valuation	(19,257,267.00)

	Local 1% + AdVal Assmt.	CFD 12 Assessments	Total
Current Rivercats tax assessment	567,732.00	467,999.20	1,035,731.20
Future tax assessment	371,777.00	467,999.20	839,776.20
Reduced property tax Bill	(195,955.00)	-	-

**Positive Impact on Rivercats**

Rivercats base tax bill reduced	195,955.00
---------------------------------	------------

**Negative Impact on Rivercats**

Successor Agency subsidy to Rivercats reduced	
City Variable Payment/Subsidy (2016-17)	295,224.00
Recomputed Variable Payment/Subsidy (2016-17)	<u>219,771.00</u>
Total reduction in subsidy	75,453.00

**Net benefit to Rivercats**

Reduction in tax bill	195,955.00	(75,453.00)
Reduced subsidy from RDA/Successor Agency	-	-

**Net benefit to Rivercats of Settlement**      \$      120,502.00

**Impact on Successor Agency/Taxing Entities**

Reduction in Deposit to RPTTF Fund      195,955.00

Step 1: Reduction in Revenue for 34183 Pass-Throughs			
County General Fund			
ACO Fund	0.09088449	-	-
Library	0.01171042	(2,294.72)	-
LMA #4	0.02654573	(5,201.77)	-
County General Fund			
ACO Fund	0.12380727	(24,260.65)	-
Library	0.00000000	-	-
LMA #4	0.00000000	-	-
<b>City of West Sacramento</b>	<b>0.03474086</b>	<b>(6,807.65)</b>	-
Sac-Yolo Mosquito	0.00084409	(165.40)	-
Los Rios CCD	0.00342282	(670.72)	-
County Schools	0.00228875	(448.49)	-
Washington USD	0.02308543	(448.49)	-
subtotal	19%	(40,297.89)	-

Step 2: Reduction in Revenue for payment of Enforceable Obligations	
Net amount deposited into Redevelopment Property Tax Trust Fund	
RPTTF Deposit	(155,657.11)
<u>Add in reduction in Rivercats subsidy</u>	<u>75,453.00</u>
<b>Decrease in amount for Residual Distribution</b>	<b>(80,204.11)</b>

Step 3: Calculate reduction in amount available for distribution		
Section 34188 Impacts		Amount
GENERAL FUND		
A.C.O. FUND		-
LIBRARY		-
LMA #4		-
<b>City of West Sacramento</b>	<b>0.03474086</b>	<b>(40,400.87)</b>
SAC-YOLO MOSQUITO	0.0117055881	(9,460.52)
LOS RIOS CCD	0.0044794215	(3,591.88)
COUNTY SCHOOLS	0.0219940898	(2,401.78)
WASHINGTON JUSD	0.0202360144	(24,225.70)
ERAF		-
Net impact on taxing entities	0.998462048	(80,080.76)

**Total annual loss to City of West Sacramento**      (47,208.52)

MEETING DATE: January 17, 2018

ITEM # 3

**SUBJECT:**


**CONSIDERATION OF AN EXTENSION AUTHORIZING THE MAYOR TO EXECUTE THE DEVELOPMENT AGREEMENTS WITH EH TECH, INC. DBA NATURE'S MARKET PAST JANUARY 2018**

**INITIATED OR REQUESTED BY:****REPORT COORDINATED OR PREPARED BY:**

Seamus Laffey, Assistant Planner

[ ] Council [ ] Staff

[X] Other

  
 Charline Hamilton, Director  
 Community Development Department

ATTACHMENT [X] Yes [ ] No [ ] Information [ ] Direction [X] Action

**OBJECTIVE**

The action approved by City Council on December 13, 2017 for Ordinances 17-20, 17-21, and 17-22 said the Mayor would execute the Development Agreements (DAs) on the condition that Core One Properties close on the property and Nature's Market get a lease with the new owner by January 22, 2018. This item seeks an extension of time to that original date to a new date of March 21, 2018.

**RECOMMENDED ACTION**

Staff respectfully recommends that City Council:

1. Find that approval of the extension request for the execution of the Development Agreements with Eh Tech Inc. DBA Nature's Market for a commercial indoor cannabis cultivation, cannabis manufacturing, and wholesale cannabis logistics, distribution, and transportation facility is not a project subject to the California Environmental Quality Act (CEQA).
2. Authorize the Mayor to execute the Development Agreements with Eh Tech, Inc., DBA Nature's Market LLC, on the condition that the following actions occur no later than March 21, 2018: a) Core One Properties LLC completes its acquisition of fee title to the Property described in the Development Agreements; and b) Eh Tech, Inc. DBA Nature's Market having obtained actual possession of the Property pursuant to an executed Property Lease as described in the Development Agreements.

**BACKGROUND**

On December 13, 2017 the City Council approved second reading and adopted Ordinances 17-20, 17-21 and 17-22, which approved three separate Development Agreements for commercial indoor cannabis cultivation, cannabis manufacturing, and wholesale cannabis logistics, distribution, and transportation with Eh Tech, Inc. DBA Nature's Market at 2424 Del Monte Street. Recommended Action #5 of that item required Core One Properties to close on the purchase of the property and lease it to Eh Tech, Inc. no later than January 22, 2018. The City can only enter into Development Agreements with any person having a legal or equitable interest in real property and as such, the Mayor could not execute the DAs with Nature's Market until Core One Properties purchased the property and signed a lease with Nature's Market.

**ANALYSIS**

Nature's Market is requesting an extension past January 22, 2018 to allow for them to close on the property and for the Mayor to execute the DAs after the previously approved date. The applicant indicated that it is taking longer than anticipated to close because the lender is requiring a phase 2 environmental report which is estimated to take seven weeks (see Attachment 1, Applicant's Extension Request Letter).

**Environmental Considerations**

This action is not a project that is subject to CEQA because it is not an activity that may cause either a direct or reasonably foreseeable indirect physical change in the environment. (Pub. Resources Code, § 21065; CEQA Guidelines §§ 15060(c), 15378(a).) The action taken by this request would be an extension of time to execute previously approved Development Agreements.

Commission Recommendation

The Planning Commission unanimously approved the Conditional Use Permits and the Resolutions recommending the City Council adopt Ordinances 17-20, 17-21 and 17-22 at the October 19, 2017 Planning Commission meeting.

Strategic Plan Integration

The extension request supports Goal 2: Financially Sound City Providing Quality Services as it meets Objective 3, expanding the city's tax base and revenues.

Alternatives

Staff recommends that the City Council determine that the extension is not a project under CEQA and approve the extension request. Alternatively, the City Council may decide not to hear the matter at this time and direct staff to bring the matter back for additional consideration at a future meeting or decide to not grant the extension request.

Coordination and Review

This report has been coordinated with the City Manager's Office and the City Attorney.

Budget/Cost Impact

The applicant is paying for all City costs via an existing Reimbursement Agreement.

**ATTACHMENT(S)**

1. Applicant's Extension Request Letter



# ATTACHMENT 1



January 5, 2018

City Council of West Sacramento  
1110 W Capitol Ave  
West Sacramento, CA 95691

**RE: Development Agreement by and between the City of West Sacramento and Nature's Market  
Property: 2424 Del Monte, West Sacramento, CA**

Dear City Council Members:

We cannot express enough how thankful we are to be working with the City of West Sacramento. January 1, 2018, is finally here and we are excited to partner with the City to become a great epicenter for the industry.

Of course, lining up the property purchase at 2424 Del Monte is a top priority. We request additional time to close the property transaction at 2424 Del Monte and would like to extend the January 22, 2018 Development Agreement closing deadline to March 21, 2018. We understand that the Development Agreement will not be signed until after the property transaction is closed.

We are making every effort to close quickly, but factors beyond our control will not allow us to close by January 22, 2018. There have been several delays in processing due to the holidays and recently the lender has requested additional environmental reports. As you can see in the enclosed email from our environmental specialist, it will take 7 weeks to complete the additional environmental work, plus a few weeks to close beyond that date, putting us at March 21, 2018. Please confirm that the city can amend the January 22, 2018 deadline to be March 21, 2018.

Again, please note that we are making every effort to close and complete this transaction as soon as possible. As you can imagine, we are eager to begin operations in the City of West Sacramento and wish these delays were not necessary. Thank you in advance for your time and consideration.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Mehran Moghaddam", is written over a light blue horizontal line.

Mehran Moghaddam  
Nature's Market  
Director  
mehran@pascalchemistry.com  
702-677-2550

Enclosures

**From:** Jon Rohrer <[jrohrer@rouxinc.com](mailto:jrohrer@rouxinc.com)>  
**Subject:** Additional Due Diligence Timeline (Phase 2): 2424 Del Monte, West Sacramento, CA  
**Date:** January 3, 2018 at 3:21:58 PM PST  
**To:** "[mehran@pascalchemistry.com](mailto:mehran@pascalchemistry.com)" <[mehran@pascalchemistry.com](mailto:mehran@pascalchemistry.com)>

Hi Mehran,

Per our discussions, additional due-diligence work associated with the 2424 Del Monte West Sacramento property acquisition will likely be required by your lender.

Generally it is envisioned that this will entail a limited scope to collect shallow soil and soil vapor samples. It will take at least two to three weeks to schedule/plan for the work (depending on contractor/driller/lab availability), one-week to conduct the fieldwork/sampling, two weeks for laboratory analysis and one-week for reporting. This puts a potential timeline at approximately 7 weeks for the work to be conducted.

Please call or email with any questions.

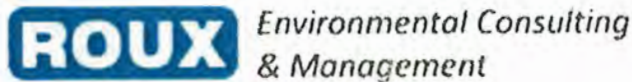
Sincerely,  
Jon

**Jon Rohrer, PG, CHg | Principal Hydrogeologist | Roux Associates, Inc.**

5150 E. Pacific Coast Highway, Suite 450 | Long Beach, California 90804

Direct: 310.879.4921 | Mobile: 562.912.7897

Email: [jrohrer@rouxinc.com](mailto:jrohrer@rouxinc.com) | Website: [www.rouxinc.com](http://www.rouxinc.com) | LinkedIn: <https://www.linkedin.com/in/rohreri/>



*We solve our clients' most challenging environmental problems*

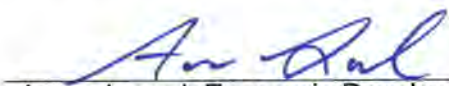
**California | Illinois | Massachusetts | New Jersey | New York | Texas**



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MEETING DATE: January 17, 2018		ITEM # 4		
SUBJECT: <b>CONSIDERATION OF AMENDMENT NO. 1 TO THE CONTRACT TO PROVIDE ARTWORK DESIGN SERVICES BETWEEN THE CITY AND JANET ZWEIG, LLC</b>				
INITIATED OR REQUESTED BY:		REPORT COORDINATED OR PREPARED BY:		
<input type="checkbox"/> Council <input checked="" type="checkbox"/> Staff		Katy Jacobson, Community Investment Manager		
<input type="checkbox"/> Other		 Aaron Laurel, Economic Development & Housing Director		
ATTACHMENT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Information	<input type="checkbox"/> Direction	<input checked="" type="checkbox"/> Action

**OBJECTIVE**

The objective of this report is Council consideration of Amendment No 1. to the Contract with Janet Zweig, LLC adding art fabrication to the Contract Scope of Services and rescinding the delegation of authority for a contract with Kiboworks.

**RECOMMENDED ACTION**

Staff respectfully recommends that the City Council:

1. Approve Amendment No. 1 to the Contract with Janet Zweig, LLC substantially in the form attached (Attachment 1) for the fabrication of Mill Street Pier sculpture elements, not to exceed amount of \$200,000 (including contingency), and delegate authority to the City Manager or his designee to make non-substantive changes to the contract, approved by the City Attorney, and issue contract change orders; and
2. Rescind the November 15, 2017 Council approval of delegated authority for execution of a contract with Kiboworks.

**BACKGROUND**

The Mill Street Pier is a River Walk outlook feature located in the Bridge District on the Sacramento River at the end of Mill Street, near the Barn. Council appropriated a capital improvement project to design and permit the Mill Street Pier in Fiscal Year 2011/12. In December 2013, the City amended a lease with State Lands for the Mill Street Pier area to allow for continued use and rehabilitation of the pier and remnant pilings. The Central Valley Flood Protection Board (CVFPB) approved the encroachment permit November 4, 2015. Beginning in 2014, city staff submitted multiple grant proposals to rehabilitate the Pier including the submission of a state River Parkways Grant proposal of \$478,087 and State Housing Related Parks (HRP) Grant Proposal for \$338,600. Both grants for the Project were awarded to the City in the summer of 2016.

An interpretive/art element was included in the City's proposal to the River Parkways Program based on the Program guidelines. Given the Central Valley Flood Protection Board permit conditions and term, it was critical to initiate Pier construction by fall of 2016. However, the City had not received its HRP Agreement; so, on September 7, 2016, Council approved staff's recommendation that the project be completed in two phases and awarded a \$546,250 contract for First Phase of structural, surfacing, safety and ADA improvements. Second Phase improvements include completion of art, interpretive and furnishings improvements. The Second Phase is funded with HRP funds that became available November 2016 and must be invoiced by April 30 2018.

On January 18, 2017, Council approved an agreement with Janet Zweig, LLC (Artist) to complete all design, engineering, permitting, maintenance specifications, and oversight for the Second Phase art and interpretive improvements. The Agreement provided that the Artist is responsible to design, permit, and coordinate the installation and that the City is responsible for executing and managing the contracts for the installation, including an art fabricator identified by the Artist and approved by the City. Zweig completed the plans and specifications for the Mill St. Pier Rehab Phase II Art Installation. Staff prepared the contract documents and publicly advertised the project in 2017. On November 15, 2017, TPA Construction, Inc. was awarded the construction and install of the work and Council delegated authority to the City Manager to execute a contract with Kiboworks for art fabrication. TPA is expected to initiate the construction of structural supports, wiring and other non-art elements within weeks. Kiboworks was a subcontractor to the Artist under the design services contract for fabricating a sample prototype. Staff went forward with a recommendation to approve the Contract with Kiboworks ahead of the delivery of prototype due to the challenging schedule for investment of the HRP grant funds, and with the



recognition that the delegated authority action provided the option not to proceed with Kiboworks until the Artist had accepted the prototypes.

### **ANALYSIS**

On November 16, 2017, sculpture prototypes were delivered to the Artist and City team at the Mill Street Pier. The team spent hours walking both sides of the River in daylight and dark analyzing the prototype's aesthetics, quality of materials, and lighting effects. After analysis and investigation, the Artist and Kiboworks determined that additional technical specialized services, not available through Kiboworks, would be required to meet the visual design intent.

As a Kiboworks contact was not executed, the Artist requested that the fabrication of the art be amended into the Artist's Contract so that various elements can be sourced to multiple specialized subcontractors and the Artist can fully control and manage the sculpture fabrication. The Artist and City team concluded that given the quality of materials and additional technical skills needed, the amount for sculpture fabrication including contingency should be increased from \$85,000 to \$200,000. The augmentation of \$115,000 is within the total budget for both phases of the Mill Street Pier Project bringing the total budget to \$1,121,225 (under the CIP total appropriation of \$1,317,000).

### **Environmental Considerations**

On November 15, 2017, Council made findings that Class 1 and 3 Categorical Exemptions are the appropriate level of environmental review for the project as provided in the California Environmental Quality Act Title 14, Chapter 3, Article 19.

### **Commission Recommendation**

The Artist's final design was presented to the Arts, Culture and Historic Preservation (ACHP) Commission September 25, 2017. The Commission recommended to Council that it approve installation of the Second Phase interpretive and art improvements by unanimous vote. The ACHP Commission also supported consideration of the work on September 28, 2015.

### **Strategic Plan Integration**

This project is consistent with Goal 3: ALIVE RIVERFRONT/DOWNTOWN, Objective #8 "Create sense of character through design, arts and architecture." of Council's Strategic Plan. Rehabilitation of the historic pier supports developing a *Riverfront that is a Regional Destination*.

### **Alternatives**

City Council alternatives are as follows:

1. Approve Amendment No. 1 to the Contract with Janet Zweig, LLC to fabricate the art for Second Phase Mill Street Pier Project; or
2. Do not approve Amendment No. 1 and direct staff to return with additional information.

Alternative 1 is staff's recommendation as the Contract between the City and the Artist provides the Artist with responsibility and control over design and quality of the artwork. Alternative 2 is not recommended because the HRP grant funds must be expended by March 2018 in order to be submitted for reimbursement by April 2018. The HRP grant agreement provides an April 30 2018 deadline for invoice submissions. A delay could limit or eliminate the City's ability to receive the full HRP eligible grant reimbursement; and, the City would still need to fulfill River Parkways grant agreement scope of work for these features.

### **Coordination and Review**

The Community Development Department, Public Works Department, and the Finance Division have been coordinating on the permitting, budgeting and design for the project. The City Attorney has reviewed Amendment No.1 to the Contract with Artist.

### **Budget/Cost Impact**

There are no new funding impacts of the recommended Council actions. Council approved work order 62093 for Mill Street Pier Rehabilitation Project in Fund 405 in Fiscal Year 2014/15 funded by \$817,000 of grant revenue and \$500,000 of CFD 27 Funds.

### **ATTACHMENT(S)**

Amendment No. 1 to Contract with Janet Zweig, LLC

**AMENDMENT NO. 1**  
to the  
**CONTRACT TO PROVIDE ARTWORK DESIGN SERVICES**  
between the  
**CITY OF WEST SACRAMENTO**  
And  
**JANET ZWEIG LLC**

Dated January \_\_, 2018

This Amendment No. 1 ("Amendment") to the Contract to Provide Artwork Design Services ("Contract") between the City of West Sacramento ("City") and Janet Zweig LLC, Inc. ("Artist") dated \_\_\_\_\_ is made and entered into this \_\_\_\_ day of January 2018.

**RECITALS**

**WHEREAS**, the City and the Artist executed the Contract for design and approved construction plans for artwork for the Mill Street Pier (the "Work") for the City of West Sacramento; and

**WHEREAS**, Artist has completed design, engineering, and permitting ("the Design") of the Work and the City has retained a general contractor to install the Work; and

**WHEREAS**, the City now desires to procure the art and motorized components for the Work ("the Art Elements") from Artist;

**WHEREAS**, Artist has agreed to fabricate and deliver the Art Elements and coordinate the install of the Art Elements as set forth in this Amendment.

**WHEREAS**, the City and Artist desire to amend said contract.

**NOW, THEREFORE, IT IS MUTUALLY AGREED** by parties hereto to amend said Contract as follows:

1. **Paragraph 1, "Scope of Work" of the Contract is hereby Amended to read as follows:**

A. Purchase on Artist's account all labor, supplies, services, materials and equipment required to design and furnish to the City the Design Documents and permitted construction plans, fabrication, delivery of Art Elements and coordination and oversight of installation of the Work to the satisfaction of the City, in substantial conformance with Artist's Proposal ("Proposal") as incorporated in Exhibit A, and Artist's Budget as specified in Exhibit B. Attachment 1 to this Amendment is a revised copy of Exhibit A. Attachment 2 to this Amendment is a revised copy of Exhibit B.

B. Artist shall not commence performance of any of the services identified in section 1.A until receiving a written "Notice to Proceed" from the City for each Phase and Milestone of this project.

2. **Paragraph 2, "Payment" of the Contract is hereby amended to read as follows:**

City shall pay Artist up to three hundred thirty three thousand dollars (\$333,000.00) for the Design Documents, fabrication, delivery and installation of the Work. Payments to Artist shall be made within 21 days after receipt of Artist's invoices. Artist shall be

responsible for the cost of supplying all documentation necessary to verify the billings to the satisfaction of City. Artist agrees that City has no obligations regarding commissions or any agreements with galleries or agents with whom Artist may have contracted. City shall not be responsible for paying sales tax. Payments to Artist will be made as follows:

- A. Twenty-five (\$25,000) upon signing this agreement , for Artist and subcontractor payment
- B. Sixty Thousand (\$60,000) upon completion of Design Documents.  
  
Twenty-eight Thousand (\$28,000) upon delivery of all necessary information to City for permits.
- C. Seventy-five thousand (\$75,000) upon the execution of this Amendment No. 1 to the Contract to Provide Artwork Design Services between the City and Artist.
- D. Fifty thousand dollars (\$50,000) upon 50% completion of fabrication of the Art Elements.
- E. Fifty thousand dollars (\$50,000) upon 100% completion of fabrication and delivery of the Art Elements.
- F. Twenty five thousand dollars (\$25,000) upon completion of installation of the Art Elements.
- G. Twenty Thousand (\$20,000) upon the City's final acceptance of the Work.

Provided, however, that no payment shall be made if Artist is in default of this Agreement or if any milestone or Phase is not completed to the satisfaction of City. City shall be the sole determiner of when a milestone or Phase has been completed to its satisfaction.

3. **Paragraph 3, "Time of Performance; Documentation" of the Contract is hereby amended as follows:**

Exhibit C, Schedule of Performance is amended as indicated in Attachment 3 hereto.

4. **Paragraph 4 "Artist Warranties" is amended include the following provisions:**

- A. Artist shall fabricate, deliver and coordinate with the contractor retained by the City to install the work and to ensure the City's contractor installs the Work as set forth in the Design Documents and to the satisfaction of the City.
- B. Artist warrants that all work shall be performed in compliance with all California State and local laws and Artist shall indemnify the City for any claims related to Artist's failure to comply with same.
- C. All subcontracts shall require subcontractors comply with the insurance provisions set forth in Paragraph 13 of the Contract.
- D. All subcontracts shall require that the subcontractor provide a one-year warranty for all work performed.

- E. All subcontracts shall include a provision stating that the City is a third-party beneficiary of said subcontract.

**5. Remaining Terms Unaffected:**

Except as expressly provided herein, nothing in this Amendment shall be deemed to waive or modify any of the other provisions of the Contract or prior amendments. In the event of any conflict between this Amendment and the Contract, the terms of this Amendment No. 1 shall prevail.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as the date herein set forth.

**CITY OF WEST SACRAMENTO**

By: \_\_\_\_\_  
Christopher L. Cabaldon, Mayor

By: \_\_\_\_\_  
Janet Zweig LLC, Inc.

**APPROVED AS TO FORM** .....

By: \_\_\_\_\_  
Jeffrey Mitchell, City Attorney

ATTEST:

By: \_\_\_\_\_  
Kryss Rankin, City Clerk

## ATTACHMENT 1

### EXHIBIT A: Proposal

Project: Mill Street Pier Phase II West  
Sacramento, California

Artist: Janet Zweig, LLC

General Project Scope:

Janet Zweig, LLC will provide and is responsible for:

1. Design and engineering, construction documents, code compliance, and permitting products (stamped by licensed engineer).
2. Supporting regulatory permitting by providing all necessary information to the City; the City will obtain the permits.
3. Work with the City so that the Design meets all conditions for building permit and regulatory permitting.
4. Acquire all materials and services and fabricate and furnish to the City all artwork and mechanical components for the Work including motors, sensors, metal and sign and Pier piling sculpture components.
5. Oversee and coordinate with the City's Contractor completing the installation of the Work including structural, electrical wiring, painting and light replacement.
6. Provide a full operating and maintenance plan approved by the City, to be delivered after fabrication.
7. Consulting with the City during the phases of design and prior to finalizing the design.
8. Consulting with the City during the fabrication of the Art Elements and construction phase.

### **SCOPE OF SERVICES**

#### DESIGN

- a. Review of program, art submittal and other drawings to date.
- b. Program Definition - Refine program for site improvement elements. Initial meeting with City Staff to discuss site program. Discuss requirements for submittal to City and other reviewing agencies, if needed.
- c. Design Studies - Prepare conceptual design studies. These concept studies will be used

for preliminary agency meetings.

d. Design Development Structural Studies - Deliver preliminary structural engineering studies that identify the basic dimensions of the structural members utilized for the art installation.

e. Design Electrical Studies - Deliver preliminary electrical engineering studies that identify the new and existing electrical components.

f. Meetings - Attend meetings with City Staff and various review agencies to coordinate design either in person or by Skype when necessary.

g. Revisions - Perform minor revisions based upon Design comments.

## CONSTRUCTION DOCUMENTATION

### Design

a. Design Refinement - Based upon the approved Design, current site information and the approved installation site, work with the team to resolve outstanding issues.

b. Construction Documents:

1. Prepare full set of plans and specifications.

2. Lighting Plan - An Electrical Engineer will prepare and compile the necessary plans and specifications for the City approved lighting at the art installation.

3. Art Installation Structural Details - Prepare and compile calculations and details for the art installation. The Structural Engineer will stamp and sign these plans and documents.

c. Meetings - Attend meetings with Client and Project Consultant team to resolve any design issues in person or via Skype.

## FABRICATION AND DELIVERY OF THE ART ELEMENTS

The following schedule shall be adhered to in the fabrication, delivery and installation of the Art Elements of the Work:

1. Start Date: Upon receipt of a Notice to Proceed from City.

2. **Phase 1** to be completed by: two weeks after execution by Council and Artist.  
Description: deliver final Art Elements Proposal which shall include:

- a. Final drawings and written descriptions relating to the Art Elements as directed by the City.
  - The Proposal shall show the details of the Art Elements. The Proposal will include form, scale and proposed materials. Artist shall submit a detailed written description of the fabrication and installation methods ("Installation Specifications").
  - Artist shall submit a detailed fabrication and installation schedule ("Installation Schedule"), describing Artist's specific timelines for completing the Art Elements and coordinating the install of the Work.
- b. Samples shall be provided by Artist as requested by City.
- c. The Proposal shall also include information on power requirements, data location, motors and sensors, lighting types, surface integrity, permanence, and protection against theft and vandalism (collectively, "Design Specifications"). Artist shall provide presentation-quality visual material of the Proposal in conjunction with the review of the Proposal by the City.
- d. Artist, at City's option, shall be available to meet with the City at one or more meetings. Artist shall attend project meetings as necessary and make presentations to City staff, or other organizations as needed.
- e. The City may approve, approve with minor changes, or disapprove the Proposal. In the event that the City disapproves the Proposal, or approves it with minor changes, the Artist, upon written notification by the City, shall respond to the changes in writing and submit up to two design modifications to the Proposal. Contractor recognizes and agrees that the City will review the Proposal as revised and may make additional request for changes regarding the revised Proposal.

**Phase 2** to be completed: by August 15, 2018.

- a. Artist shall fabricate the Art Elements for the Work in accordance with Proposal approved by the City, transport and deliver the Art Elements to the location designated by the City. To the extent that any specification for the Art Elements is not identified in the Final Proposal or in the Construction Documents, Artist shall seek the City's prior approval of these specifications before commencing with fabrication of the Work.

**4. Phase 3** to be completed: by September 1, 2018.

- a. Coordinate with City contractors and Artist on the install of the Art Elements and the Work including being present on site to assist City's Contractor as needed by City.

**4. Phase 4** to be completed: by September 15, 2018.



- a. Description: Acceptance of the Work by City, completion and submission to City staff of Maintenance Report (Exhibit B) and submission of the delivery of 1 CD with digital high resolution (300 dpi min) of the Work, all available specification documents and a document of suggested maintenance requirements.

**In no event shall Contractor begin work without first receiving a written Notice to Proceed from City.**

The Notice to Proceed, or any approvals or other cooperation of City pursuant to this Agreement, having an effect on creation and manufacturing of the Work, shall not be unreasonably withheld or delayed by City.

In case the Start Date occurs later than on January 17, 2018 or City is withholding or delaying its approvals or other cooperation of City pursuant to this Agreement, all fixed dates in this Agreement shall be re-scheduled accordingly.

ATTACHMENT 2

EXHIBIT B: Budget

PROPOSED FEES FOR DESIGN AND CONSTRUCTION DRAWINGS	
Design Fee	\$55,000
Engineering fees	\$30,000
Moving sign consultant fee	\$5,000
Travel costs 3 trips	\$6,000
Renderings and other drawings in-house	\$5,000
Overhead	\$5,000
Insurance costs	\$2,000
Consulting and oversight during City's bidding and construction phase; maintenance planning	\$10,000
Contingency	\$15,000
<b>TOTAL:</b>	<b>\$133,000</b>

PROPOSED FEES FOR ART ELEMENTS FABRICATION, DELIVERY AND COORDINATION	
<b>PRICE PROPOSAL:</b>	
<p>Total Compensation for work including City authorized change orders is not to exceed two hundred thousand dollars (\$200,000.00) Price proposal includes:</p> <ul style="list-style-type: none"> <li>• Itemized costs for materials including applicable sales tax</li> <li>• Off-site fabrication costs including to scale mock up, software development and engineering, material analysis and research</li> <li>• Furnishing all sculpture elements, motors, sensors and other parts required to install the Work and create the functionality of the Work described in Artists Proposal</li> <li>• Costs of labor for assistants</li> <li>• Contractor fee and time for coordination, fabrication, supervision and installation which may not exceed 15% of the total Art Fabrication Budget</li> <li>• Itemized subcontractor costs</li> <li>• Permits or other fees</li> <li>• Insurance</li> <li>• Studio and operation expense</li> <li>• Travel costs and transportation of Art Elements to site</li> <li>• Storage costs both before and during installation, if applicable</li> <li>• Maintenance Plan</li> </ul>	
<b>TOTAL:</b>	<b>\$200,000</b>

Payments to Artist will be made as follows:

<b>Milestones</b>	<b>\$ Amount</b>
A. Upon execution of this Agreement	\$25,000
B. Upon completion of Design and Engineering	\$60,000
C. Upon delivery of all necessary information to City for permits	\$28,000
D. Upon the Artists execution of this Amendment No. 1	\$75,000
E. Upon the 50% completed fabrication of the Art Elements	\$50,000
F. Upon 100% completion and delivery of the Art Elements	\$50,000
G. Upon completion of construction and install of the Work	\$25,000
H. City's final acceptance of the Work	\$20,000
<b>TOTAL:</b>	<b>\$333,000</b>

ATTACHMENT 3

**EXHIBIT C: Schedule of Performance**

June 1, 2017	Design and engineering complete
June 15, 2017	City provides all comments to Artist
June 30, 2017	Artist delivers revisions
August 15, 2017	City's final acceptance of design package
February 1, 2018	Proposal for Art Elements complete
March 30, 2018	Art Elements 50% completed
August 15, 2018	Art Elements 100% complete and delivered to City
September 1, 2018	The Work installation by Artist and City's Contractor
September 15, 2018	Final acceptance of the Work

MEETING DATE: January 17, 2018

ITEM # 5

**SUBJECT:**  
**CONSIDERATION OF APPROVAL OF CONCESSIONAIRE AGREEMENT WITH KLETTERWALD USA, LLC FOR DEVELOPMENT AND USE OF THE HERITAGE OAKS PARK PROPERTY**

INITIATED OR REQUESTED BY:

 Council     Staff

 Other

REPORT COORDINATED OR PREPARED BY:

Traci Michel, Parks and Recreation Business Manager



Cindy Tuttle, Director of Parks and Recreation

ATTACHMENT     Yes     No Information Direction Action**OBJECTIVE**

The objective of this report is to provide the City Council with sufficient information to consider approval of a Concessionaire Agreement with Kletterwald USA, LLC for development and use of a portion of the Heritage Oaks Park property.

**RECOMMENDED ACTION**

It is respectfully recommended that the City Council:

- 1) Find that on November 16, 2016, the City Council certified the General Plan 2035 Environmental Impact Report and that a technical memorandum has been prepared in order to fully analyze any potential impacts associated with Kletterwald USA's proposed Heritage Oaks Park site improvements. Based on the analysis presented in the technical memorandum, the proposed project is within the scope of the EIR prepared for the General Plan 2035, and no new or substantially more adverse impacts would occur through implementation of the proposed project. As a result, no new environmental document is required, consistent with State CEQA Guidelines Sections 15162,, 15168 and 15183 (c)(2); and
- 2) Authorize the City Manager or his designee to execute the Concessionaire Agreement with Kletterwald USA, LLC (Kletterwald USA) for development and use of a portion of the Heritage Oaks Park property, in substantially the form attached to this report, with such changes, insertions, revisions, corrections, or amendments as shall be approved by the City Attorney.

**BACKGROUND**

The Heritage Oaks Park site consists of 9.1 acres located at 1300 Lake Washington Boulevard as part of the Newport Estates Unit 10 map approved by Council in July 2015 (See Attachment 1, Exhibit A). The City accepted the site as park land on June 15, 2016. Currently, there is no identified City funding to develop the park, but the City received \$220,393 from the Newport Estates developer in lieu of completing street frontage improvements along the perimeter of the park site (Village Parkway, Lake Washington Blvd., and Greenbrier Road).

City staff was approached by Kletterwald USA in early 2016 regarding a proposal to lease a portion of the Heritage Oaks Park site from the City to develop an elevated ropes challenge course in the trees for all age groups and experience levels. Kletterwald USA's parent company, Kletterwald, is based in Austria and has developed multiple ropes challenge courses throughout Europe. On March 15, 2017, the City Council approved an Exclusive Negotiation Agreement with Kletterwald USA for lease and development of a portion of the Heritage Oaks Park property in an effort to advance public park site improvements and provide the community with a unique recreation opportunity.

**ANALYSIS**

Since March, 2017, City staff has negotiated a Concessionaire Agreement (Attachment 1) with Kletterwald USA for the development of an elevated ropes challenge course, which involves a sequence of obstacles (balancing ropes, bridges, nets, etc.), extending between the existing grove of oak trees. In addition to the ropes challenge course improvements, the project includes development of a reception/storage kiosk building which will house operations and retail sales, multiple public amenities including: a shaded play structure area with picnic tables/seating, bike locks, drinking fountains, restrooms, and parking for up to 40 spaces that will accommodate park and ropes course patrons, including school buses. The proposed site plan is included as Exhibit B in the Agreement. Additionally, Kletterwald USA will manage the design of the City's street frontage improvements in



order to save time and dedicate more of the City's funding available for street frontage improvements to construction costs. The repayment of the design costs are factored into the Concessionaire Agreement payments terms. A summary of the major business terms, including the phasing of the project improvements, are described below:

Major Agreement Terms	Description
<b>Term</b>	10 years w/10-year renewal option
<b>Rent</b>	Base rent of \$10,000 annually or percentage of gross revenues (ranging from one to six percent over the term of the Agreement), whichever is higher, commencing in year 2. Design costs for street frontage improvements to be deducted from lease payments.
<b>Park User Fee</b>	\$2 per person
<b>Operating Periods/Hours</b>	Off-Season (Nov-Feb): 10am-6pm Standard Season (March-May, Sept-Oct): 9am-6pm Peak Season (June-Aug): 9am-8pm <i>(Note: Pre-arranged events may effect this schedule)</i>
<b>Kletterwald Improvements Phase 1a</b>	Kletterwald to complete City street frontage designs for City review/approval
<b>Kletterwald Improvements Phase 1b</b>	Ropes course in tree grove; kiosk building with storage for ropes course supplies, check-in area and exterior drinking fountain and public restrooms; children's shaded play structure area; picnic tables and bike lock stands; parking (40 spaces)
<b>Kletterwald Improvements Phase 2</b>	Expanded kiosk/reception building for operations/concessions; event space for group gatherings; interpretive nature trail (if grant funding is NOT received for trail improvements); additional picnic tables/bike lock stands and parking, as needed.
<b>City Improvements Phase 1</b>	Street frontage improvements on Lake Washington Blvd and Village Parkway
<b>City Improvements Phase 2</b>	Pending grant funding, improvements to include: interpretive nature trail along Greenbrier; additional nature trails/foot paths within property; interpretive signage and interactive features; outdoor education pavilion/Council Ring; seasonal multi-purpose space; nature kiosk; native habitat botanical; and dry river restoration
<b>Maintenance Obligations (Kletterwald)</b>	Footprint to include ropes course, main building, event shed, restrooms, designated picnic tables/seating areas, parking lot
<b>Maintenance Obligations (City)</b>	Balance of property, including street frontage landscaping and lighting, site landscaping exclusive of ropes course trees, trails, signage, play area, designate picnic tables and benches, bi-annual parking lot clean up
<b>ADA</b>	Compliance with all applicable requirements of the California Code and ADA w/design, constructing and operating the facilities
<b>Discounts</b>	Group discounts will be offered to all school-related groups, kids camps, large and other community groups
<b>Tree Care</b>	City approval required prior to removing any tree or major branch during construction, maintenance or otherwise. Bi-annual arborist assessment and report on tree health provided to City.
<b>Assignment</b>	The lease option may not be assigned except with the written consent of the City Council or its designee
<b>Liability/Insurance</b>	Kletterwald will maintain insurance pursuant to standard City requirements, and shall indemnify and hold the City harmless for any liability, loss or damages that result from Lessee's occupation and use of the Property
<b>Termination</b>	Kletterwald may terminate Lease with 30-days written notice. City may terminate the lease following Lessee's failure to cure a 30-day notice of default
<b>Revenue to City</b>	Estimated at over \$1 million for initial 10-year term

**State Parks Outdoor Environmental Education Facilities (OEEF) Grant Program** - On August 16, 2017, City Council approved the submittal of a grant application in the amount of \$500,000 for the OEEF Grant Program to fund construction of a path on the northern portion of the property (Greenbrier Road), as well as additional internal nature trails/foot paths, interpretive signage, nature kiosk, native plantings, a dry creek restoration, and an outdoor amphitheater or council ring for group education opportunities. A site visit by State Parks staff is scheduled for January 18, 2018. Grant awards will be announced in spring 2018.



**Community Outreach** - In an effort to keep the adjacent neighborhood and community informed of the Heritage Oaks Park site improvements, City staff and Kletterwald USA representatives held an information meeting on site on Friday, August 25<sup>th</sup> from 4-6 pm to share information about the proposed ropes course project and grant funding opportunity. The event was well attended and to date, feedback received from the event participants, Newport Meadows neighbors, potential home buyers, and sales office staff are supportive of the project.

#### Environmental Determination

On November 16, 2016, the City Council certified the General Plan 2035 Environmental Impact Report (EIR). The EIR was prepared specifically to allow maximum streamlined review of subsequent projects that are found to be consistent with General Plan 2035 in terms of land use, density, etc. Staff prepared a technical memorandum (Attachment 2) in order to fully analyze any potential impacts associated with the Heritage Oaks Park site improvements that would be beyond what was contained in the EIR. Based on the analysis presented in the technical memorandum, the proposed project is within the scope of the EIR prepared for the General Plan 2035, and no new or substantially more adverse impacts would occur through implementation of the proposed project. As a result, no new environmental document is required, consistent with State CEQA Guidelines Section 15162, 15168, and 15183 (c)(2). Staff prepared a Notice of Determination included as Attachment 3.

#### Commission Recommendation

Staff has provided regular updates on the project to the Parks, Recreation and Intergenerational Services Commission. The Commission expressed support for moving forward with the project.

#### Alternatives

Alternatives to the recommended action include:

1. Council could direct staff to modify the business terms of the Concessionaire Agreement; or
2. Council could choose to not approve the Concessionaire Agreement.

Based on the need to advance public park improvements on the Heritage Oaks Park site, the opportunity to provide a unique recreation opportunity for the community and leverage both grant funding and private investment opportunities, staff does not recommend modifying the business terms or choosing to not approve the Concessionaire Agreement.

#### Coordination and Review

The Concessionaire Agreement was coordinated with the City Manager's Office, City Attorney, Finance Department and Community Development Department.

#### Budget/Cost Impact

There are no immediate costs associated with this action. It is estimated that the City will have increased maintenance costs associated with maintaining the public improvements completed as part of the project. However, the ropes course maintenance requirements will help to reduce the City's annual tree care costs for the term of the Agreement, which could be significant. Additionally, the project will generate an estimated \$1 million in revenue to the City over the term of the Agreement, a portion of which could offset the increased maintenance costs, offset current General Fund expenditures and further develop the park site, as well as fund additional citywide park planning, development and programming. Staff will seek approval from the City Council to appropriate funds for the maintenance and other costs as part of the budget process.

#### **ATTACHMENTS**

1. Concessionaire Agreement
2. Technical Memorandum
3. Notice of Determination

**CONCESSIONAIRE AGREEMENT**

This Concessionaire Agreement ("Agreement") is entered into on January 17, 2018 ("Effective Date"), by and between the **City of West Sacramento**, a California municipal corporation ("City"), and **Kletterwald USA LLC**, a California limited liability company ("Concessionaire").

**RECITALS**

A. The City owns certain real property consisting of approximately 9.1 acres of unimproved property located at 1300 Lake Washington Boulevard in the City of West Sacramento, California, commonly referred to as the Heritage Oaks Park ("Park"), a public park identified as APN 131-113-00.

B. Concessionaire desires to operate an elevated ropes challenge course business on a portion of the Heritage Oaks Park in the area shown on **Exhibit A**, attached hereto and incorporated herein ("Property"), which will include two phases of construction, as described in Sections 4 and 6 herein, of various levels of elevated rope challenge courses, an office/reception building, event shed, play structure, parking lot, picnic tables, restrooms, and other possible improvements.

C. The ropes challenge course and other improvements present an opportunity for visitors to learn about and experience the beauty of the heritage oak trees on the Property while providing recreational activities and education to visitors. The City desires to allow Concessionaire to operate its activities on the Property in accordance with the terms herein, and the City desires to complete its own outdoor environmental and education facilities on the Property subject to receipt of grant funds.

D. Attached hereto and incorporated herein as **Exhibit B**, is a Site Plan for Concessionaire's ropes challenge course and other improvements, and the City's anticipated grant-funded improvements.

E. Attached hereto and incorporated herein as **Exhibit C**, is a list of "Consultants" anticipated, but not limited, for use in the design of the Street Frontage described in Section 5.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

**AGREEMENT**

1. **Description of Permitted Concessionaire Activities.** Concessionaire shall operate, with a sufficient number of employees (in accordance with legal and industry standards), the following activities on the Property, with the design, construction, and location of each subject to the City's approval as provided under the terms herein:

1.1 Elevated ropes challenge course which may include platforms constructed near or affixed to trees, connected by various types of bridges, offering varying difficulty levels with elements and props, primarily affixed to trees as approved by a consulting arborist and the City

(collectively, "Ropes Challenge Course"). Zip lines may also be considered upon approval of the City.

1.2 Programs for school and other groups that may be tied to teambuilding and curriculum, such as, among other things, teaching about design and construction and exploring trees, and the forest ecosystem, upon approval of the City.

1.3 Operation of a concession building, storage kiosk, restrooms, event or gathering shed, parking lot, picnic tables and seating areas.

2. Term of Agreement. The term of this Agreement shall be a ten (10) year term commencing on the Effective Date and expiring on January 17, 2028 (the "Initial Term"), although rental payments to the City will begin upon the Opening Date as defined in Section 4 herein. If mutually agreed upon in writing by City and Concessionaire during the Initial Term, this Agreement may be extended for an additional ten (10) years (the "Renewal Term"), provided that City and Concessionaire shall first meet and confer regarding the impacts from Concessionaire's operations, the payments to City under Section 10 herein, and such other issues as either party may wish to discuss, and that any changes to the terms set forth herein to take effect during the Renewal Term are memorialized in a written amendment to this Agreement executed by City and Concessionaire. If the City does agree to extend for a Renewal Term, the City agrees that the payments due to the City under Section 10 herein shall be no greater than market rate for the industry, as determined by the City in its sole discretion.

3. Operating Periods and Hours. Concessionaire shall operate the facilities and programs listed in Section 1 herein in accordance with the following schedule of operations:

<b>Ropes Challenge Course Operations<sup>5</sup></b>			
<b>Opening Period</b>	<b>Opening Times</b>	<b>Duration</b>	<b>Opening Days</b>
November – February <sup>1</sup>	10:00 am – 6:00 pm	8 hours	68
March – May <sup>2</sup>	9:00 am – 6:00 pm	9 hours	79
June – August <sup>3</sup>	9:00 am – 8:00 pm	11 hours	92
September – October <sup>2</sup>	9:00 am – 6:00 pm	9 hours	52
Holidays/School Breaks <sup>4</sup>	10:00 am – 6:00 pm	8 hours	
<b>Summary</b>			<b>291</b>
<sup>1</sup> "Off-season" open Wednesday – Sunday Closed Jan 1-13 <sup>th</sup> and Feb Closed on Wednesdays subject to winter closure			
<sup>2</sup> "Standard Season" open Tuesdays – Sunday			
<sup>3</sup> "Peak Season" open daily and extended hours			
<sup>4</sup> "Holidays" open based on season			
<sup>5</sup> Pre-arranged events may effect this schedule			

Any modifications to the schedule must be approved in writing by the City Manager or his/her designee, except for instances when weather or safety concerns necessitate closure, or they are closed due to pre-arranged group events. Concessionaire acknowledges that the Heritage Oaks Park is a public park, with general operating hours of dawn to dusk, and will be used by members of the public for other activities unrelated to Concessionaire's business, including, but not limited to, using the children's play area, picnicking and walking on nature trails.

4. Concessionaire's Phase I Improvements. Concessionaire's improvements are divided into two phases of construction. Within thirty (30) days after execution of this Agreement, Concessionaire shall submit to the City Parks and Recreation Department, for review and

approval in a timely manner, the schematic plans, outline specifications, proforma, Proof of Funds (which is defined as a commitment letter from a commercial lender, or if using equity/partner financing, then current financials, tax returns, and statement(s) from an established banking or investment institution in the name of the financing partner indicating sufficient liquidity to complete the improvements), and estimated timeline for completion of the Phase I improvements described below. Within sixty days (60) days of the City's approval of such plans, specifications, and timeline, Concessionaire shall submit all required documents and permit applications for the Phase I improvements to the City Community Development Department for approval and permitting. Concessionaire shall diligently pursue such permits and approvals until Concessionaire has obtained all required permits. Once permits are obtained, Concessionaire shall diligently complete construction of the Phase I improvements, at its sole cost and expense. Construction of the Phase I improvements shall begin within sixty (60) days of receipt of Community Development Department permit approvals, and be completed within eight (8) months thereafter unless due to a Force Majeure Event, as defined in Section 45 herein. Concessionaire shall complete the Phase I improvements set forth in Section 4.1 and 4.2 prior to beginning any of Concessionaire's business operations on the Property. Any changes to the approved plans must be approved by the City in writing. The "Opening Date" shall be considered the date that is the earlier of: (a) the first day Concessionaire opens its business operations on the Property to the public, or (b) ten (10) months after receipt of Community Development Department Phase I permit approvals.

4.1 Tree Work. The City has commissioned Davey Resource Group to complete a Tree Inventory Summary and Management Plan dated June 1, 2017 ("Tree Plan"). The Tree Plan identifies the immediate and on-going tree work and maintenance to be completed for the trees on the Property. Prior to construction of any Ropes Challenge Course improvements, Concessionaire shall, at its sole cost, contract with an arborist consultant approved by the City, to perform the tree removal and Priority 1 pruning work identified in the Tree Plan under a scope of work approved by the City.

4.2 Ropes Challenge Course. After the tree work in Section 4.1 has been completed, Concessionaire shall, at its sole expense, construct the Ropes Challenge Course improvements, the amount, types, and locations of which are to be approved by the City in writing. Notwithstanding the above sentence, Concessionaire may construct the Ropes Challenge Course improvements concurrently with the tree work in Section 4.1 upon prior approval of the City.

4.3 Parking Lot. Concessionaire shall construct, at its sole expense, a parking lot with no less than 40 parking spaces, in the area marked for parking on Exhibit B. The parking lot shall be open to the public at all times; provided, however, that the City reserves the right to close the entrance to the parking lot at dusk when the public park closes and to install the improvements necessary to do so (e.g. bollards, chains, etc.). While the Concessionaire is in operations and in good standing, if the City has installed security access improvements, the Concessionaire will be allowed to access them to perform necessary opening and closing processes and will be provided with the keys and controls to do so. Concessionaire may reserve a portion of the spaces for its patrons during normal business hours with advance notice to, and approval by, the City Parks and Recreation Department. Unless authorized by the City by written consent, the Concessionaire shall not park trailers, campers, heavy equipment, commercial trucks and vehicles, or other recreational or oversize vehicles in the lot with the exception of those required for maintenance or pre-approved special events. Visitors may park school buses and recreational vehicles during the day while visiting the park. No overnight parking shall be allowed in the lot.

4.4 Public Restrooms. Concessionaire shall construct, at its sole expense, a building with public restrooms, in the area marked on Exhibit B. The building shall contain drinking fountains near the restrooms and shall be accessible to the public from the exterior. The Concessionaire shall maintain the restrooms, as described in paragraph 13.2 and have the ability to close them to the public when outside of business hours. The Concessionaire shall provide the required signage that notifies the public of operating hours and use restrictions to limit vagrancy.

4.5 Reception and Storage Kiosk Building ("Kiosk"). Concessionaire shall construct, at its sole expense, a Kiosk in the area marked on Exhibit B, that will include storage of the supplies and equipment for its business and a small reception office that may include an approachable counter intended to provide visitor information and check-in. The Kiosk may be part of the public restrooms building or may be a separate building, depending on the final approved design. The Concessionaire shall be solely responsible for staffing the Kiosk. Concessionaire may conduct retail sales in the Kiosk. No employees, owners, or guests of Concessionaire, or any other persons, shall be permitted to live in the Concession Building. Neither the City nor the Concessionaire shall sell tobacco, alcohol or cannabis products on the Property, with the exception that alcohol may be sold or provided on the Property in connection with events held at the Event Shed (as set forth in Section 6.2 below), or other locations on the Property, subject to City approvals and required permits, and provided that all of the necessary permits have been obtained for such alcohol sales and use.

4.6 Children's Play Area. Concessionaire shall construct, at its sole expense, a children's play area and shade structure in the area marked on Exhibit B. The play area improvements shall include, but are not limited to, play elements suitable for children ages 2-12 that comply with City specifications and certified by a Certified Playground Safety Inspector, at least two picnic tables with benches/seating, and at least two bike lock stands. The Concessionaire shall provide adequate evidence of how the shade structure shall protect the public from full exposure when a 1pm sun is between 45 degrees or more altitude or deemed appropriate during the review process of design.

5. The City's Frontage and Utility Improvements. During or shortly after construction of Concessionaire's Phase I improvements, the City will separately construct, at its sole cost, City street frontage improvements along Lake Washington Boulevard and Village Parkway, and provide sewer and water utility extensions to the Property at or near 30 feet from the existing street curbs ("Public Improvements"). In order for the City to have the utilities and road improvements completed in a timely manner, the City will use the same design consultant(s) as Concessionaire, listed in Exhibit C ("Consultant"), for the design of the Public Improvements. The City will provide Consultant with a separate scope of work for the Public Improvements and such design work shall be invoiced separately, and approved by the City. The design costs for the Public Improvements shall initially be paid by Concessionaire, subject to reimbursement by the City in accordance with the terms of Section 10 herein. The City will complete construction of its Public Improvements within ten (10) months from the City's design approval, and such construction shall start with the utility extensions and curb cuts in order to provide for the other Phase I utility and parking improvements. The City shall provide Concessionaire with a timeline for the construction of the Public Improvements to be coordinated with Concessionaire's Phase I design and construction of improvements.

6. Concessionaire's Phase II Improvements. For a period of twelve (12) months from the Opening Date, the Concessionaire may submit to the City Parks and Recreation Department, Concessionaire's proposed plans, specifications, proforma, Proof of Funds, and estimated timeline for completion of the Phase II improvements described below. It shall be the sole

discretion of the City Manager to decide whether it desires to allow any, some, or all of the Phase II Improvements to be constructed. If the City Manager agrees to allow Concessionaire to construct the Phase II Improvements, then within thirty (30) days of the City's agreement and approval of such items, Concessionaire shall submit all required documents and permit applications for the approved Phase II improvements to the City Community Development Department for final approval and permitting. Once submitted, Concessionaire shall diligently pursue such permits and approvals until Concessionaire has obtained all required permits. Once permits are obtained, Concessionaire shall diligently complete construction the approved Phase II improvements, at its sole cost and expense. Construction of those Phase II improvements shall begin and be completed within a timeline approved by the City. Any changes to the approved plans must be approved by the City in writing.

6.1 Concession Building. If approved by the City, Concessionaire shall construct a new building, or expand the existing Reception and Storage Kiosk Building, to serve as a headquarters for its operations and concessions (the "Concession Building"), including construction of paths for ingress and egress, and connections to water and sewer, electric, and communications infrastructure. The Concession Building shall be constructed generally in the location depicted in Exhibit B, attached hereto. Concessionaire shall be solely responsible for staffing the Concession Building. Concessionaire may conduct retail sales in the Concession Building. No employees, owners, or guests of Concessionaire, or any other persons, shall be permitted to live in the Concession Building. Neither the City nor the Concessionaire shall sell alcohol, tobacco or cannabis products on the Property, with the exception that alcohol may be sold or provided on the Property in connection with events held at the Event Shed (as set forth in Section 6.2 below) provided that all of the necessary permits have been obtained for such alcohol sales and use.

6.2 Gatherings/Event Shed. If approved by the City, Concessionaire shall construct a gathering/event shed ("Event Shed") in the location shown in Exhibit B, attached hereto, to be used for group gatherings and large events. The terms of use for the Event Shed shall be subject to a separate mutually approved agreement between the City and Concessionaire detailing, among other things, event planning, scheduling, use restrictions, alcohol sales and use, and permit requirements.

6.3 Picnic Tables and Bike Lock Stands. If approved by the City, Concessionaire shall purchase and install or construct additional picnic tables and bike lock stands in the location shown in Exhibit B, attached hereto, the number and exact location of which are to be approved by the City. The parties shall mutually designate which picnic tables are for public use on a first come – first served basis ("Public Tables"), and which picnic tables may be reserved and are managed by Concessionaire for events ("Private Tables").

6.4 Parking Lot Improvements. If approved by the City, Concessionaire shall construct, at its sole expense, additional parking spaces as deemed appropriate by the City to expand, and be included within, the Parking Lot.

7. Other City Improvements. On September 1, 2017, the City applied for a State Parks Outdoor Environmental Education Facilities Grant ("OEEF Grant") in order to obtain funds to construct nature-related improvements in the general locations shown in Exhibit B, attached hereto, including but not limited to: construction of a path on the northern portion of the Property along Greenbrier Road and additional internal nature trails and foot paths; interpretive signage, a nature kiosk, native plantings, a dry creek restoration, interactive features, and an outdoor education pavilion for group education opportunities. Depending on the amount of grant funds



received, the City will make some or all of the improvements. If the City receives no grant funds, or not enough grant funds to complete all of the improvements, the City will continue to pursue other funding options to complete the improvements as currently proposed or may identify new improvements. The City shall give Concessionaire notice of any new improvements to be constructed of the Property.

## 8. General Construction Requirements.

8.1 Concessionaire shall not commence construction of any improvements until: (i) the plans therefor have been approved by City; (ii) Concessionaire has obtained all construction permits and other permits as may be required by the City, and any other government agency with jurisdiction; and (iii) Concessionaire has paid all fees imposed by the City and any other government agency with jurisdiction. Concessionaire shall complete the improvements in compliance with all applicable building codes, laws, regulations, and other governmental requirements, including the Americans with Disabilities Act. Concessionaire shall also complete improvements in compliance with the City and Cal OSHA, and at a minimum in compliance with the Association for Challenge Course Technology's ("ACCT's") installation standards (with regard to the Challenge Courses only), provided that to the extent ACCT standards conflict with governmental requirements, Concessionaire shall comply with the governmental requirements.

8.2 Concessionaire shall ensure that all construction activities contemplated herein which are required by law to be performed by licensed contractors are performed by contractors possessing valid California general and/or specialty contractor's licenses, as applicable.

8.3 During construction of the Ropes Challenge Course, City shall provide space on the Property for Concessionaire to place a temporary job site trailer in which to store tools, materials, and supplies and to serve as a primary work location. If a temporary curb or driveway is needed to access the Property for placement of the trailer or for staging, the placement areas and plans shall be approved in writing by the City. All site work shall be at the cost of Concessionaire, and Concessionaire shall arrange and pay for any temporary utility services needed. During construction of the Ropes Challenge Course only, no more than two (2) employees of Concessionaire visiting from another location may stay in the trailer overnight. The temporary job site trailer must be removed prior to opening of the Ropes Challenge Course.

## 9. Discounts and City Right to Use.

9.1 Visitor Ticket Prices and Discounts. Concessionaire shall provide a Pricing Schedule for individuals and groups to include a schedule of discounts from the lowest non-discounted price available to the public for each of Concessionaire's services or activities, in an amount agreed upon by City. City may include this information on its website and in City publications. Concessionaire, at its own discretion, may provide local, friend and family, member discounts to persons for the purposes of establishing good customer relations and local neighborhood support. Concessionaire may also provide annual season pass discounts and discounts for pre-ticket sales prior to opening operations on the Property. The City must approve fee waivers for large groups (over 10 people) that have not already been approved through the fee schedule to be provided. The Concessionaire shall provide the initial Pricing Schedule to the City for approval at least sixty (60) days prior to the Opening Date. The Concessionaire will resubmit the Pricing Schedule on or before February 5th of every year for City approval, showing any decreases or increases. Changes to the Pricing Schedule shall include a memo of intent to change pricing.

9.2 Official City Use. During the Initial Lease Term, the City shall have the right to use of the Ropes Challenge Course a maximum of three (3) times per calendar year at no cost to the City for group team building and educational purposes (holidays, weekends and high season Thursday - Sunday excluded). A minimum of ten (10) registered City employees will be required to qualify. Non-City employees are not included unless otherwise agreed at the discretion of an authorized Concessionaire representative. Reservations must be made in advance and may be subject to overlap with existing reservations if the City doesn't fully occupy all available time cycles.

10. Payments to the City. In consideration of the rights granted to Concessionaire hereunder, Concessionaire shall provide City with a share of Concessionaire's revenues as set forth below. For purposes of Sections 10.1 and 10.2, Concessionaire's "Gross Ticket Sale Revenues" shall be the actual and total fees charged and/or revenues received by Concessionaire from all ticket sales for use of the ropes course, and not including sales tax or any amounts collected pursuant to Section 10.3, and before any charges or deductions for charge or credit cards, regardless of where or how payment was made. Gross Ticket Sale Revenues may reflect ticket rate reductions that occur from the provision of the discounts described in Section 9.

10.1 Beginning on the Opening Date throughout the Initial Term, Concessionaire shall pay to City \$2.00 for each person using the Ropes Challenge Course. Payments shall be remitted to the City on the fifth of the month for receipts in the previous month. No such charges shall be required for which the City has approved waiving the charge, in advance and in writing.

10.2 Beginning one (1) year after the Opening Date, for each calendar year during the Initial Term, Concessionaire shall pay to City a sum equal to the greater of: (i) \$10,000; or (ii) a share of Concessionaire's Gross Ticket Sale Revenues in each calendar year, consisting of: (a) one percent (1%) of Gross Ticket Sale Revenues over \$800,000 in the first calendar year in which \$800,000 is reached, (b) two percent (2%) of Gross Ticket Sale Revenues over \$800,000 in the second calendar year in which \$800,000 is reached, (c) three percent (3%) of Gross Ticket Sale Revenues over \$800,000 in the third calendar year in which \$800,000 is reached, (d) four percent (4%) of Gross Ticket Sale Revenues over \$800,000 in the fourth calendar year in which \$800,000 is reached, (e) five percent (5%) of Gross Ticket Sale Revenues over \$800,000 in the fifth calendar year in which \$800,000 is reached, and (f) six percent (6%) of Gross Ticket Sale Revenues over \$800,000 in the sixth and any additional calendar years in which \$800,000 is reached.

10.3 Concessionaire shall pay City the amounts owed pursuant to Section 10.2 by making payments each year as follows, commencing in 2019: (a) \$10,000 the 1<sup>st</sup> day of the 12<sup>th</sup> Month after the Opening Date and (b) when and if in a given calendar year the amount calculated pursuant to part (ii) of Section 10.2 exceeds \$10,000, Concessionaire shall commence making monthly payments to City, no later than the 15th day of each month, reflecting Concessionaire's Gross Ticket Sale Revenues from the preceding month. To the extent that the cumulative payments made by Concessionaire, for a given calendar year (i.e. payments made through January 5th of the following year), have not paid City the amounts due hereunder, Concessionaire shall make an additional payment no later than February 5th of the following year. Notwithstanding the above, commencing with its first payment due to the City under Section 10.2, the parties agree that Concessionaire's payments shall be offset against the Public Improvement design costs incurred by the City under Section 5 herein until all Public Improvement design costs have been reimbursed; provided that the City may also make additional payments at any time in its discretion to pay off the balance due. Once Concessionaire has been reimbursed in full, Concessionaire shall begin making the requirement payments due under this Section 10. If this

Agreement terminates at any time prior to full reimbursement to Concessionaire by the City, the City shall pay the remaining balance to Concessionaire within six (6) months of termination of the Agreement; provided however, that if this Agreement is terminated due to a default by Concessionaire, the City may offset any amounts due to Concessionaire against any costs incurred by the City caused by Concessionaire's default or termination of this Agreement, or costs the City is entitled to under this Agreement.

10.4 Prior to the commencement of the Renewal Term, City and Concessionaire shall meet and confer regarding the payment amounts and structure contained in this Section 10 to be used during the Renewal Term.

10.5 Concessionaire shall keep accurate accounts of its gross income, from each activity operated, pursuant to this Agreement, including written receipts for each transaction. Concessionaire's recordkeeping and accounting methods shall be satisfactory to City in City's reasonable discretion, and all records shall be retained for a period of three (3) years following expiration of this Agreement. Each payment to City must be accompanied by documentation of customer payments acceptable to City, and an accounting statement from the period for which payment is made. All voided receipts shall be accounted for, and there shall be no duplication of receipt numbers. By February 5th of each year during the term hereof, Concessionaire shall provide to City a consolidated financial statement representing Concessionaire's operations for the preceding calendar year pursuant to this Agreement.

10.6 All payments shall be in the form of business check or cashier's check, payable to the City of West Sacramento. In the event a check is not honored or Concessionaire otherwise fails to timely pay any amount due under this Agreement, the unpaid amount shall bear interest at the rate of 12% per annum. All payments must be postmarked by the dates set forth in Section 10.3, and time is of the essence for purposes of all payments due pursuant to this Agreement.

11. City's Right to Audit Concessionaire. City shall have the right at any time and from time-to-time to audit all of the books of accounts, documents, records, returns, papers and files of Concessionaire relating to revenues, sales, services, income and business transacted or other matters which in any way relate to the fees payable hereunder or the determination thereof of Concessionaire's gross revenues, and, on request by City, Concessionaire shall make all such matters available at reasonable times for examination. If City should have an audit made which reveals an underpayment by Concessionaire to City of five percent (5%) or more, Concessionaire shall immediately pay to City the cost of such audit, as well as its additional fees payable by Concessionaire to City plus interest at the rate of 12% from the date(s) the payments should have been made; otherwise, the cost of such audit shall be paid by City.

12. Nonexclusive Concession. The concession or rights herein granted to Concessionaire to operate a business from City owned or controlled property, including the Property, are nonexclusive, provided that City shall not grant to any third-party any right to use the Challenge Courses, the Kiosk, Event Shed or the Concession Building on the Property. The City agrees to notify Concessionaire of any events held or sponsored by the City on the Property and of any written agreements that the City enters into with any other concessionaire or third party for use of the Property. In the event of a conflict between the concessions of Concessionaire and any other concessionaire, City shall have the right to resolve such conflict or dispute and its determination shall be binding upon Concessionaire.

13. Management and Maintenance Obligations.

13.1 Concessionaire's Management Obligations. Concessionaire shall be solely responsible, at its sole expense, for management and operation of the Ropes Challenge Course and related improvements, including, but not limited to, scheduling and handling reservations for events and use of Private Tables.

13.2 Concessionaire's Maintenance Obligations. Concessionaire shall be solely responsible for maintaining, repairing, and replacing, at its sole expense, all trees on the Property in accordance with Section 14 below and the Tree Plan, the Ropes Challenge Course, Concession Building, Event Shed, Kiosk, Private Tables, the parking lot, and restrooms in good condition and repair. The plan for such maintenance shall be submitted as part of Concessionaire's operation plan described in Section 15 below. Concessionaire shall inspect the restroom facilities as necessary to ensure a high degree of cleanliness, and shall clean the restrooms not less than once per day. In addition, Concessionaire shall keep free of litter on the Property. Concessionaire shall promptly and properly conduct its maintenance and repair during the Term hereof, and any damage or injury caused by Concessionaire's use of the Property. If Concessionaire fails to keep the Property in good condition, then, thirty (30) days following written notification to Concessionaire (except in the case of an emergency, in which case no prior notification shall be required), the City shall have the right to enter the Property and to do such acts and expend such funds (at the expense of Concessionaire) as are required to place the Property in good condition and repair. Any amount so expended by the City shall be paid by Concessionaire within ten (10) days after the City demands such amount from Concessionaire.

13.3 City's Maintenance Obligations. The City shall be responsible, at its sole cost, for maintaining the street frontage landscaping, irrigation, and lighting, site landscaping (excluding the Ropes Challenge Course trees), trails, signage, the Play Area and shade structure, the Public Tables and trash and trash disposal within the public use areas. In addition, the City will conduct a bi-annual sweep cleaning of the parking lot.

14. Care of Trees. Concessionaire shall obtain written approval from City prior to removing any tree or branch greater than 6" in diameter or as recommended by the consulting arborist approved by the City, whether during construction activities, maintenance activities, or otherwise. Concessionaire shall obtain, at its sole cost, a written report from a consulting arborist not less frequently than once every two (2) years during the term of this Agreement regarding the health of the trees in and around the area used by Concessionaire for its operations, provided that Concessionaire shall provide City with thirty (30) days' advance notice of each inspection by a consulting arborist and shall allow City staff, without fee, to accompany the consulting arborist. Concessionaire shall comply with all recommendations in each arborist's report except to the extent such recommendations are inconsistent with any provision of this Agreement. Concessionaire shall provide City with a copy of each report. Concessionaire shall notify the City in writing of any unscheduled immediate maintenance requirements due to natural occurrences and will submit the requests for City approval as needed. While Concessionaire is responsible for maintaining the health of the Heritage Oaks Park trees, it is not responsible for natural occurrences of nature that could damage or fell a tree. Concessionaire will be responsible for maintaining the health and safety of the use of the trees to the best of its ability. The frequent reports are intended to provide foresight of any future health and stability issues that could result in unanticipated damage or loss of a tree. Concessionaire shall also include recommendations to provide, grow and maintain new saplings in order to increase the quantity of trees and the potential use of them.

15. Operations Plan. Concessionaire shall submit an operations and maintenance plan, for its operations hereunder, for City approval within 3 months prior to Certificate of Occupancy.

Concessionaire shall also submit for City's approval a maintenance plan for all structures and improvements constructed by Concessionaire pursuant to this Agreement within the same timeframe. Any amendments to the operations and maintenance plans shall be submitted to the City for prior written approval.

16. Safety Plan. Concessionaire shall submit a safety plan, for its operations hereunder, to the City within 3 months prior to Certificate of Occupancy. Concessionaire shall provide City with copies of any updates to the safety plan for City approval. Concessionaire shall have appropriate safety equipment on the site at all times during its operations, and shall have at least one (1) employee trained in CPR and First Aid on duty at all times during its operations. Concessionaire shall supervise and administer the usage and safety of all equipment used in connection with Concessionaire's operations hereunder. Concessionaire shall use a continuous belay system for users of all elevated activities and shall require the use of full-body harnesses and helmets for participants in all such activities, and other equipment as necessary to meet industry standards.

17. Property Condition.

17.1 "AS-IS" Condition. Concessionaire acknowledges that as of the date of this Agreement, Concessionaire has inspected the Property and all improvements on the Property and that, other than the vertical concrete tube noted below, the Property and improvements are in good order, repair, and condition. Concessionaire hereby accepts the Property "AS-IS, WHERE-IS, WITH ALL FAULTS," in the condition existing as of the Effective Date, without any warranty, express or implied, of any kind, and subject to all applicable zoning, municipal, county and state laws, ordinances, and regulations governing and regulating the use of the Property, all environmental conditions, and any covenants or restrictions of record, and accepts this Agreement subject thereto, and to all matters disclosed thereby. Concessionaire acknowledges that Concessionaire has inspected the Property, and that the Property is suitable for Concessionaire's intended use. Concessionaire acknowledges that City has made no representations or warranties to Concessionaire regarding the condition or suitability of the Property. Concessionaire is solely responsible for assuring itself that the Property is suitable for its intended use and has not relied upon any City representations or warranty regarding the appropriateness of the Property for Concessionaire's intended use. The City acknowledges that there is a vertical concrete tube element on the Property for which neither party has been able to identify its purpose or history. The Concessionaire shall not be required to identify the exact purpose of the element or be held responsible for any future impacts it may have on the Property.

17.2 Hazardous Substances. During the Term, Concessionaire hereby agrees that (i) no activity will be conducted on the Property that will generate, produce or use any Hazardous Substance (as defined below); (ii) the Property will not be used in any manner for the storage of any Hazardous Substances; (iii) no portion of the Property will be used as a disposal facility of any kind, including, but not limited to, any landfill, sewer, dump, pit, pond or lagoon; (iv) Concessionaire will not install any underground or aboveground tank of any type; (v) Concessionaire will not allow any surface or subsurface conditions to exist or come into existence arising out of Concessionaire's or its consultants,' contractors,' employees,' agents,' or invitees' operations or activities that constitute, or with the passage of time, may constitute a violation of Environmental Laws or a public or private nuisance or trespass; (vi) Concessionaire will not permit any Hazardous Substances to be brought onto, or released, emitted, or discharged onto, the Property by any of its consultants, contractors, employees, agents, or invitees, and if so brought or found located thereon, Concessionaire shall immediately remove and properly dispose of same, and shall diligently undertake all cleanup procedures required under Environmental Laws or otherwise necessary to restore the Property to its original condition; and (vii) Concessionaire



shall in all regards comply with Environmental Laws including, without limitation, obtaining any required permits, submitting any required registrations, filings or notices or reports, meeting any necessary financial responsibility requirements, paying all required fees, maintaining any required records, and performing any required monitoring, testing, or remediation.

The term "Hazardous Substances," as used in this Agreement, shall mean petroleum or petroleum products, radioactive materials (including, but not limited to, naturally occurring radioactive materials ("NORM") and NORM contaminated equipment or materials), polychlorinated biphenyls ("PCBs") (including, but not limited to, equipment or materials containing PCBs), pollutants, mold and mold spores, contaminants, toxic or hazardous substances or wastes, hazardous materials, or any other substances, the use, storage, handling, disposal, transportation or removal of which is regulated, restricted, prohibited or penalized by any "Environmental Law," which term shall mean any federal, state or local law, ordinance, order, code, rule, regulation, or statute of a governmental or quasi-governmental authority relating to pollution or protection of health or the environment and shall specifically include, but not be limited to, any "hazardous substance" as that term is defined under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and any amendments or successors in function thereto.

#### 18. Indemnity and Waiver of Claims.

18.1 Indemnity. To the fullest extent permitted by law, Concessionaire shall defend, indemnify and hold City, its directors, officials, officers, employees, and agents ("Indemnified Parties") free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to: (i) any acts, errors or omissions, or willful misconduct of Concessionaire, its agents, officials, officers, employees, invitees, contractors, consultants, and/or customers (the "Concessionaire Parties") in connection with Concessionaire's operations or exercise of its rights under this Agreement; (ii) any use of the Property by Concessionaire Parties; and/or (iii) Concessionaire's breach of its obligations under this Agreement. Concessionaire shall defend, with counsel of City's choosing and at Concessionaire's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by this section that may be brought or instituted against the Indemnified Parties. Concessionaire shall pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnified Parties as part of any such claim, suit, action or other proceeding. Concessionaire shall also reimburse City for the cost of any settlement paid by any of the Indemnified Parties as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for the Indemnified Parties' reasonable attorney's fees and costs, including expert witness fees. Concessionaire shall reimburse the Indemnified Parties for any and all reasonable legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Concessionaire's obligations hereunder shall not be restricted to insurance proceeds, if any, received by the Indemnified Parties.

18.2 Release. Concessionaire's use of the Property shall be limited to the purposes set forth herein, and Concessionaire shall have a license to use the Property only for such purposes. City shall not be responsible for any loss, damage, theft or vandalism of any personal property, improvements, or material which Concessionaire, or anyone at the direction of Concessionaire, may place upon the Property, including the Challenge Courses, Concession Building, Kiosk, or any other improvements erected by Concessionaire or property belonging to Concessionaire, and Concessionaire waives all claims against City and its officers, agents, employees, and consultants for, and shall hold them harmless for, all such losses or damage. Concessionaire expressly waives the protection of Section 1542 of the California Civil Code, and expressly waives and

releases any rights or benefits arising thereunder with respect to this paragraph. Section 1542 states:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

Concessionaire acknowledges that it is aware that it may hereafter discover facts different from, or in addition to, those which were known to it with respect to the matters released pursuant to this Section 18.2, and Concessionaire agrees that the releases given herein shall be, and remain in effect as, full and complete releases of such claims notwithstanding any such different or additional facts.

18.3 Limitation of Liability. No director, officer, council member, employee, or agent of the City shall be personally liable in any manner or to any extent under or in connection with this Agreement. In no event shall the City, or any of its directors, officers, council members, employees, or agents be responsible for any consequential damages suffered or incurred by Concessionaire, including, without limitation, on account of lost profits or interruption of Concessionaire's business.

19. Compliance with Applicable Law; Fees and Permits. Concessionaire shall comply with all applicable federal, state, county, and local statutes, regulations, and requirements. Concessionaire shall procure and maintain, at its expense, the appropriate business licenses and all appropriate permits for its operations pursuant to this Agreement.

20. Press Releases/Advertising. All press releases by Concessionaire to any communication media regarding its operations hereunder must be first approved by the City, in its reasonable discretion. Concessionaire and City shall endeavor to collaborate in the promotion of the activities offered by Concessionaire and the facilities owned by City, provided that neither party shall be obligated to make any expenditures to promote the activities or facilities of the other party. Concessionaire shall provide all marketing and promotional material for the City's review and comment.

21. Signs. All advertising signs placed by Concessionaire at any location within the Property shall be subject to prior approval by City, and shall comply with all applicable governmental regulations. Concessionaire shall comply with all wayfinding sign standards for signs installed outside the Property. Concessionaire shall post a sign at the Concession Building stating that its operation is conducted under a concession agreement with the City. The sign shall include the address and telephone number of the City.

22. Handling of Complaints. In the event that City receives complaints about Concessionaire's operations during the Term of this Agreement, such complaints shall be forwarded to Concessionaire. Concessionaire and City shall then meet and confer as to how such complaint or complaints should be handled. Concessionaire shall fully explain any such complaints received, and where appropriate, take action to rectify same.

23. Insurance Requirements. Concessionaire shall not enter onto the Property or commence construction or operations pursuant to this Agreement until it has provided evidence satisfactory to City that it has secured all insurance required under this section. City may require the policy

limits and/or types of insurance furnished by Concessionaire to be increased, at Concessionaire's expense, if City determines that such additional insurance is required in order to comply with best practices and/or to adequately protect the City.

23.1 Types of Insurance Required. Without limiting the indemnity provisions of the Agreement, Concessionaire shall procure and maintain, and cause its agents, contractors, and subcontractors, as applicable, to keep and maintain in full force and effect, during the Term of the Agreement, the following policies of insurance:

a. Commercial General Liability. Commercial General Liability insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, and shall be no less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to this Agreement.

b. Excess Liability. Excess Liability insurance, covering bodily injury and property damage for all activities shall be in an amount of not less than \$10,000,000 combined limit for each occurrence.

c. Workers' Compensation. Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

23.2 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to City for approval.

a. The policy or policies of insurance required by Sections 23.1.a (Commercial General Liability), and 23.1.b (Excess Liability), shall be endorsed to include as additional insureds the City, its officials, employees and agents.

b. The policy or policies of insurance required by Section 23.1.c (Workers' Compensation) shall be endorsed to provide a waiver of subrogation stating that the insurer waives all rights of subrogation against the Indemnified Parties.

23.3 Primary and Non-Contributing Insurance. All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by City, its officials, employees, and/or agents shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

23.4 Waiver of Subrogation. Concessionaire shall waive all subrogation rights against City, its officials, employees, and/or agents. Policies shall contain or be endorsed to contain such provisions.

23.5 Deductible. Any deductibles or self-insured retentions must be declared to and approved in writing by City.

23.6 Evidence of Insurance. Concessionaire shall deliver either copies of the required policies, or original certificates and endorsements on forms approved by City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that

insurer to bind coverage on its behalf and shall provide that the carrier is required to give the City at least fifteen (15) days prior written notice of the cancellation or reduction in coverage of a policy. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with City. If such coverage is cancelled or reduced, Concessionaire shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

23.7 Failure to Maintain Coverage. Concessionaire shall suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to City. Concessionaire shall provide immediate written notice if: (i) any of the required insurance policies is terminated; (ii) the limits of any of the required policies are reduced; or (iii) the deductible or self-insured retention is increased.

23.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current AM. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

24. Liens. Concessionaire shall pay in full all persons who perform labor or provide materials. Concessionaire shall not permit or suffer any mechanic's liens of any kind or nature to be enforced against the Property for any work performed by Concessionaire pursuant to this Agreement. Concessionaire shall indemnify and hold harmless the City from and against any and all liens, claims, demands, costs or expenses whatsoever arising out of or related to such labor performed or materials furnished.

25. Possessory Interest Tax. Concessionaire hereby recognizes and understands that this Agreement may create a possessory interest subject to taxation pursuant to California Revenue & Taxation Code section 107.6 and Government Code section 53340.1, that such property interest may be subject to taxation and special assessments, if created, and that Concessionaire may be subject to the payment of taxes and assessments levied on such interest. Any such imposition of a possessory interest tax shall be a tax liability of Concessionaire, and shall be promptly paid when due. In addition, Concessionaire shall pay any personal property taxes that may become due for equipment, fixtures, inventory, or other personal property installed, maintained, or present within the Property.

26. Responsible Managing Person. Concessionaire shall designate a responsible managing person who shall be at the Property as required. The continued or chronic absence of a responsible managing person shall be grounds for termination of this Agreement.

27. Default and Termination.

27.1 Default. Any of the following events or occurrences shall constitute a material breach of this Agreement by Concessionaire and, after the expiration of any applicable grace period, shall constitute an event of default (each an "Event of Default"):

a. The failure by Concessionaire to pay any amount in full within ten (10) days when it is due under this Agreement.

b. The failure by Concessionaire to perform any other obligation under this Agreement, if the failure has continued for a period of thirty (30) days after the City demands in writing that Concessionaire cure the failure. If, however, by its nature, the failure cannot be cured within thirty (30) days, Concessionaire may have a longer period as is necessary to cure the failure, but this is conditioned upon Concessionaire promptly commencing to cure within the thirty (30) day period, and thereafter, diligently completing the cure within thirty (30) additional days.

c. Any of the following: a general assignment by Concessionaire for the benefit of Concessionaire's creditors; any voluntary filing, petition, or application by Concessionaire under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment, vacation, or surrender of the Property by Concessionaire without the City's prior written consent; or the dispossession of Concessionaire from the Property (other than by the City) by process of law or otherwise.

## 27.2 Termination.

a. Upon an Event of Default by Concessionaire, City may at any time thereafter, with or without notice or demand and without limiting City in the exercise of any right or remedy which City may have by reason of such default, terminate Concessionaire's right to possession of the Property by any lawful means, in which case this Agreement and the Term hereof shall terminate and Concessionaire shall immediately surrender possession of the Property to City. The City shall be entitled to recover from Concessionaire all damages incurred by City by reason of Concessionaire's default including, but not limited to, the cost of recovering possession of the Property and reasonable attorney's fees.

b. Concessionaire may terminate this Agreement without penalty upon thirty (30) days' prior written notice.

28. Surrender of Property. The ropes course materials, Kiosk, and any other personal property and trade fixtures that are built and/or installed by the Concessionaire are, and will remain, the property of the Concessionaire and may be removed from the Property by Concessionaire at its cost upon expiration or termination of this Agreement. Upon expiration or termination of this Agreement, Concessionaire shall surrender and forfeit the Property and any permanent improvements to the City, at no cost to the City. Concessionaire acknowledges that City's rights pursuant to this paragraph constitute a portion of the consideration to City for entering into this Agreement.

29. Damage. If the trees used by Concessionaire for its Ropes Challenge Course are damaged by fire or other casualty so that Concessionaire is deprived of at least fifty percent (50%) of use of the trees for the Ropes Challenge Course, and no other trees on the Property can be substituted for the damaged trees in the reasonable discretion of the City's arborist, then this Agreement shall terminate as of the date the arborist determines that substitution is not reasonably possible, subject to any provisions hereof, which by their terms or reasonable implication, shall survive such termination.

30. Notices. Except as otherwise expressly provided by law, all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party by the other party shall be in writing and shall be deemed served when personally delivered to the party to whom they are directed, or in lieu of the personal service, upon deposit in the United States Mail, certified or registered mail, return receipt requested, postage prepaid.



Notices delivered personally or by certified mail, return receipt requested, will be effective three (3) business days after placed in the mail or immediately upon receipt (or refusal of delivery or receipt); notices sent by independent messenger or courier service will be effective one (1) business day after acceptance by the independent service for delivery.

CITY: City of West Sacramento  
1110 West Capitol Avenue  
West Sacramento, CA 95691  
Attention: City Manager  
Email: mtuttle@cityofwestsacramento.org

CONCESSIONAIRE: Kletterwald USA LLC  
2912 Franklin Blvd.  
Sacramento, CA 95818  
Attention: Kale Wisnia, Chief Executive Officer  
Email: kwisnia@crkw.com

Either party may change the address for the purpose of this section by giving written notice of the change to the other party in the manner provided in this section.

31. No Encumbrances. Concessionaire shall not mortgage or hypothecate all of or any portion of the leasehold estate created under the terms of this Agreement.

32. Negation of Joint Venture. Nothing herein contained shall be in any way construed as expressing or implying that the parties hereto have joined together in any joint venture or liability company, or in any manner have agreed to or are contemplating the sharing of profits and losses among themselves in relation to any matter relating to this Agreement.

33. No Real Property Interest. Concessionaire agrees that it does not have and shall not claim any interest or estate whatsoever in the Property by virtue of this Agreement or Concessionaire's occupancy or use of the Property under this Agreement, and Concessionaire shall not mortgage or hypothecate all of or any portion of this Agreement or the Property.

34. No Recording. No document giving notice of the existence of this Agreement shall be recorded in the official records of the county where the Property is located.

35. Attorneys' Fees. If any legal action or proceeding is brought to recover any payments or other sums under this Agreement, or for or on account of any breach of or to enforce or interpret any of the covenants, terms, or conditions of this Agreement, or for the recovery of the possession of the Property, the prevailing party shall be entitled to recover from the other party, as part of prevailing party's costs, reasonable attorneys' fees, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered.

36. Time of Essence. Time is of the essence in this Agreement.

37. Governing Law; Venue. This Agreement shall be construed and interpreted under, and governed and enforced according to the laws of the State of California. In the event of litigation arising under this Agreement, venue shall reside exclusively in the County of Yolo.

38. Modification. This Agreement may be amended by mutual agreement of the parties. Such amendments shall only be effective if incorporated in written amendments to this Agreement and executed by duly authorized representatives of the parties.

39. Assignment. Concessionaire shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of City, which may be withheld in the City's sole discretion. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

40. Recitals and Captions. The recitals and captions of the paragraphs and subparagraphs of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions of this Agreement.

41. Construction. The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto.

42. Waivers. A waiver or breach of covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act.

43. No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the parties.

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

45. Equal Opportunity. Concessionaire represents that it is an equal opportunity employer and provider of services and it shall not discriminate against any customer, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to Concessionaire's services, employment, demotion, transfer, recruitment, layoff or termination.

46. Force Majeure. If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, terrorism, wars, strikes, lockouts, labor troubles, inability to procure materials, or other cause without fault and beyond the control of the party obligated to perform (financial inability excepted), performance of such act shall be excused and extended for a period equivalent to the period of such delay; provided, however, nothing in this Section 45 shall excuse Concessionaire from the prompt payment of any rent or other charge required of Concessionaire under this Agreement.

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

48. Subcontracting. Concessionaire shall not subcontract any portion of the operations contemplated by this Agreement, except as expressly stated herein, without prior written approval of City, in its sole discretion. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

49. Entire Agreement. This Agreement, together with the exhibits attached hereto, which are incorporated herein by reference, sets forth the entire understanding of Concessionaire and the City relating to the subject matter referred to herein and supersedes any prior representations or understandings made by either party.

50. Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

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

CITY:

**City of West Sacramento**,  
a California municipal corporation

By: \_\_\_\_\_  
**Martin Tuttle**, City Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Jeffrey A. Mitchell, City Attorney

ATTEST:

By: \_\_\_\_\_  
Kryss Rankin, City Clerk

CONCESSIONAIRE:

**Kletterwald USA LLC**,  
a California limited liability company

By: \_\_\_\_\_  
**Kale Wisnia**, Chief Executive Officer

Exhibit A

(Map of Property Area)

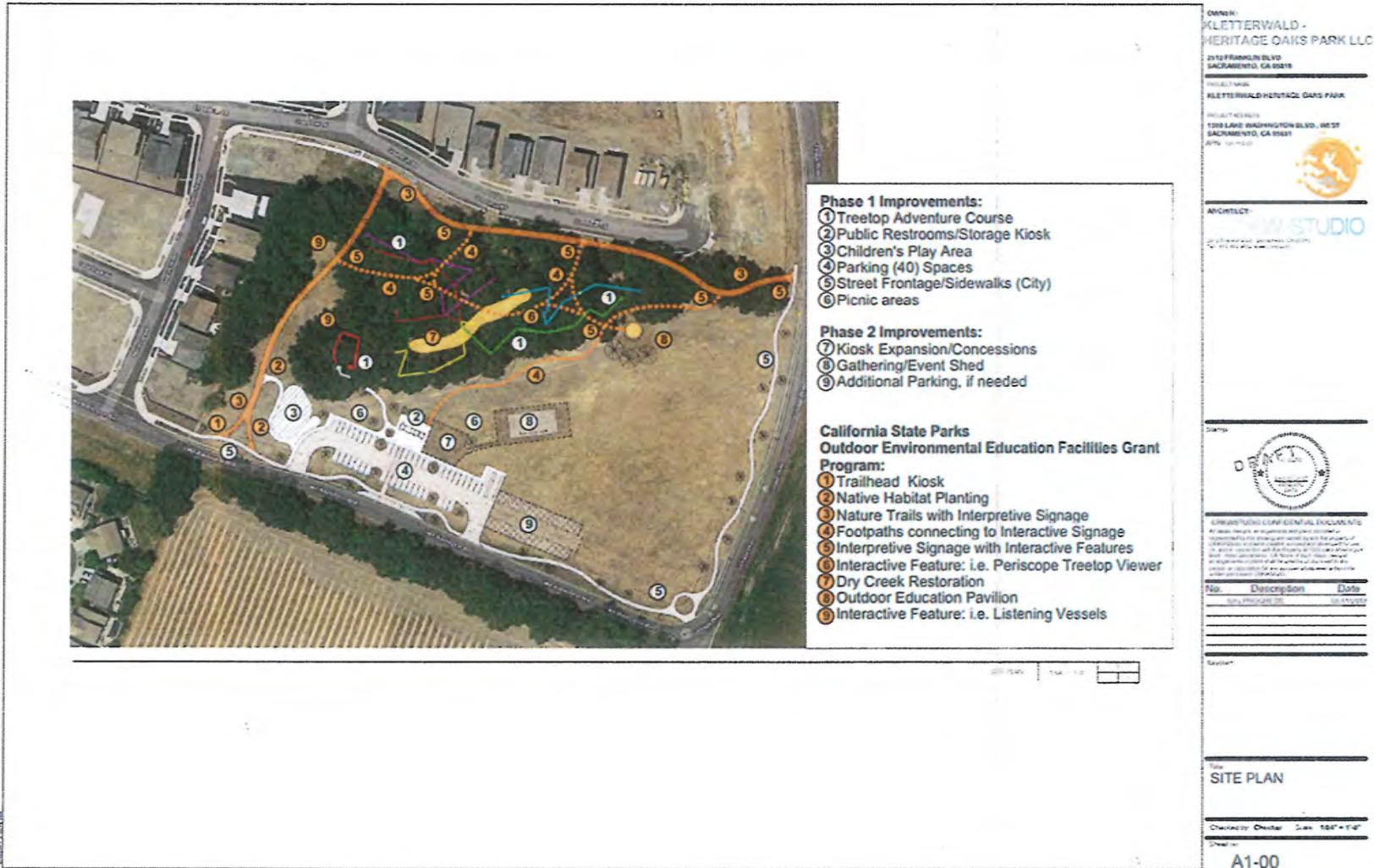
HERITAGE OAKS PARK SITE  
Exhibit A





## Exhibit B

(Depiction of the Site Plan for the Proposed Improvements)





### Exhibit C

Below is a list of Consultants that may be required to complete the design of "The City's Frontage and Utility Improvements". See also related Sections 5 and 10. The Concessionaire will solicit the below Consultants to provide the necessary design services for the work described in Section 5 and will submit proposals along with a letter explaining the need for such services for review and approval by the City prior to entering into contract for services with the Consultants.

**Consulting Arborist:**

Denice Britton, Vice-President CalTLC  
(530) 624-8403  
ASCA Registered Consulting Arborist #296  
ISA Certified Arborist #WE-0108A  
ISA Tree Risk Assessment Qualified  
www.caltlc.com

**Arborist:**

Gabe Beeler  
Fallen Leaf – Tree Management  
4951 Hedge Rd, #6  
Sacramento, CA 95826  
916-661-4553  
gabe@fallenleafree.com

**Civil Engineer:**

Sara M. Rogers, P.E., QSD  
DOMENICHELLI & ASSOCIATES  
1101 Investment Blvd., Suite 115  
El Dorado Hills, CA 95762  
Phone: (916) 933-1997  
Fax: (916) 933-4778

**Structural Engineer: (If needed)**

Richard Dills, S.E.  
5010 Adalis Drive  
Elk Grove, CA 95758  
916-799-7999  
richard\_dills@sbcglobal.net

**Electrical (if needed):**

Jeff Van Rees  
Crocker Electric  
2396 Fairfield Street  
Sacramento, CA 95815  
Office: (916) 646-6408 ext.102  
Cell: (916) 420-1626  
Fax: (916) 646-6421  
Jeff@crockerelectric.com  
www.crockerelectric.com  
PG&E: (if needed)

Emily Pearson  
Senior New Business Rep  
Pacific Gas & Electric Company  
850 Stillwater Rd, Cubicle 1055D  
West Sacramento, CA 95605  
(916) 760-2966 (office)  
(530) 401-5972 (cell)  
EGP2@pge.com

Mechanical (if needed):  
Mark Neeley  
Neeley Mechanical Engineers, Inc.  
4240 Crazy Horse Rd.  
Cameron Park, CA 95682  
916-878-9741  
office@neeleymechanical.com

Surveying:  
Alan Divers, PLS – Land Surveying  
Office: Camerado Drive, Suite 101, Cameron Park, CA. 95682  
Mail: 994 Thompson Way, Placerville, CA. 95667  
Voice (530) 642-1755 Fax (530) 642-1754  
www.adivers.com

Geotechnical:  
Richard C. Church, PE, QSP | *Project Engineer*  
Geocon Consultants, Inc.  
3160 Gold Valley Drive Suite 800, Rancho Cordova, CA 95742  
P | 916.852.9118 ext. 524 C | 916.531.9635  
church@geoconinc.com / www.geoconinc.com

Business Development:  
Capsity Inc., a California Benefits Corp.  
Brian Fischer  
2572 21<sup>st</sup> St.  
Sacramento CA 95818  
brian@capsity.com  
916-261-9667

## **HERITAGE OAKS PARK IMPROVEMENTS – ENVIRONMENTAL INFORMATION SUPPORTING FINDINGS THAT PLANS ARE WITHIN THE SCOPE OF THE WEST SACRAMENTO GENERAL PLAN**

The City of West Sacramento has evaluated the potential environmental impacts associated with the Heritage Oaks Park Improvements (Project) and assessed whether the potential impacts are within the scope of analysis of the certified West Sacramento General Plan 2035 (GP 2035) Environmental Impact Report (EIR) (SCH #201404287). The EIR was certified in November 2016 by the West Sacramento City Council following all required Native American consultations (Senate Bill [SB] 18 and Assembly Bill [AB] 52), a 45-day public comment period, and workshops and hearings before the Planning Commission and City Council. This analysis was prepared to determine whether potential impacts of the proposed project, which qualify as “later activities” covered by the GP 2035 EIR pursuant to Section 15168 of the State California Environmental Quality Act (CEQA) Guidelines, are within the scope of the GP 2035 EIR.

In addition, Project is consistent with the GP 2035 EIR and pursuant to the analysis set forth herein, does not require additional environmental review as set forth in State CEQA Guidelines Section 15183.

### **Project Location**

The project is located on a ±9.16 acre parcel located at 1300 Lake Washington Boulevard, (APN 046-783-008-000).

### **Project Background**

#### 2016 General Plan Update

Following its incorporation in 1987, the City adopted its first General Plan in 1990 and then its first comprehensive General Plan Update in 2000. Subsequently, incremental updates to individual elements were approved until the City initiated a second comprehensive update in 2006. GP 2035 was approved and its EIR certified in November 2016 by the City Council. Since 1990, the City has grown steadily, due largely to new development within the Southport area of the City. In 1990, the city’s population was 28,898 residents (West Sacramento 2016a). The city’s current population is estimated to be approximately 53,082 (West Sacramento 2016a), and is projected to reach 81,840 by 2035 (West Sacramento 2016a). Much of the anticipated growth would continue to occur in the Southport area, although other areas, such as the Bridge District and Broderick and Bryte Neighborhoods, are expected to redevelop over time.

As noted above, GP 2035 emphasizes community sustainability and consistency with regional planning efforts, including the Sacramento Area Council of Governments (SACOG) Sustainable Communities Strategy (SCS). SACOG further found that GP 2035 is consistent with the SCS. Consistent with CEQA requirements, an EIR was prepared that evaluated the potential physical environmental impacts of plan implementation and was certified by the City Council in November 2016. The project is identified as part of GP 2035 through adopted goals and policies (LU-1.1 PR-1.4, PR-1.7, PR-1.15, PR-4.1, HC-2.3, HC-2.4, and HC-2.5) (West Sacramento 2016b).

#### Heritage Oaks Park Improvements

The proposed project would provide a park for the surrounding neighborhood on what is currently a city-owned site. The site lends itself to passive recreation uses with an emphasis on nature and education opportunities. The project is proposed to be constructed in phases, based on funding availability. Phase I improvements would be performed by the City and would include construction of street frontage improvements to include new sidewalks and landscaping adjacent to existing lamppost lighting along Lake Washington Boulevard and Village Parkway, necessary utility extensions, storm drains and irrigation, as well as two driveways (limited to approximately 15 foot curb cuts) intended to designate access into the park site located along Lake Washington Boulevard. Phase II improvements include construction of a

treetop adventure ropes course within the existing oak tree grove, as well as support amenities, including a 350 square foot reception building to house an office, equipment storage and public restrooms. This building may expand to up to 1,500 square feet to accommodate retail and concession space and an additional open air/shade structure constructed to support rentals for special events and educational and recreational gatherings. Phase II improvements will also include drinking fountains and parking to accommodate approximately 40 spaces for ropes course and park patrons, a shaded children's play area, picnic tables/benches, bike lock racks and general landscaping and lighting. Phase III Improvements would be completed as funding for projects becomes available and include additional general landscaping and lighting, a kiosk(s) and walking paths beginning near the park entrances and continuing into the property, additional interior walking paths with interpretive signage that focus on stewardship of the oak trees and natural environment, a dry river restoration and a covered outdoor amphitheater/council ring for group gatherings and outdoor education classes. The site contains ±9.16 acres and is located on at 1300 Lake Washington Boulevard (APN 046-783-008-000). The property is zoned RP (Recreation and Parks) and has a General Plan designation of RP (Recreation - Parks).

#### Use of a Program EIR with Later Activities

CEQA statute and implementing regulations allow for use of a Program EIR when considering potential impacts for subsequent activities, provided new or substantially more severe environmental impacts do not occur, including impacts associated with a changed condition. Pending such a determination, the agency, in this case the City of West Sacramento, "can approve the activity as being within the scope of the project covered by the Program EIR" (State CEQA Guidelines Section 15168 (c)(2)).

As noted above, on November 16, 2016, the City of West Sacramento certified a Program EIR that evaluated a comprehensive update to the City's General Plan. After certification of the Program EIR and approval of GP 2035, the City began work on the Heritage Oaks Park Improvements project. The GP 2035 EIR is both recently prepared and comprehensive, and based on the analysis presented below, the impacts of the proposed Heritage Oaks Park Improvements project are determined to be addressed programmatically by the GP 2035 EIR.

#### **Environmental Analysis**

Using Appendix G, Environmental Checklist, of the State CEQA Guidelines as an analytical tool, the following discussion evaluates the potential environmental impacts of implementation of the proposed Heritage Oaks Park Improvements project in the context of the GP 2035 EIR to determine if those impacts are sufficiently covered, or if additional analysis is necessary.

#### Aesthetics

##### Setting

The "Existing Conditions" discussion in Section 3.1 of the GP 2035 EIR, "Aesthetics," describes the planning area and vicinity in terms of visual character and quality, light and glare, and views of and from the planning area (West Sacramento 2016a). That discussion is hereby incorporated by reference and summarized below. The planning area is composed mostly of suburban and rural development and agricultural open space with some light commercial and industrial development, educational facilities, and riparian corridors. The natural landscape of the planning area is mostly flat with raised levees and is composed of vegetation in the form of residential landscaping, agricultural crops and hedgerows, and riparian vegetation along the river and in swales and drainages throughout rural residential lands.

Residential landscaping and riparian vegetation, when combined with development in the planning area, act to restrict views largely to the foreground. The southern portion of the city, Southport, is predominantly new suburban development, while the northern and central portions of the city are characterized by older suburban development with pockets of modern redevelopment. There are no federal, state, or locally designated scenic roadways within the planning area.

The GP 2035 EIR concludes that development consistent with GP 2035 could result in substantial adverse modifications of existing topography, vegetation, or land uses such that existing visual character and views would be affected. This potential adverse change would occur predominantly within open space, agricultural, and undeveloped areas that may be altered over time. Impacts to existing visual character were determined to be significant and unavoidable with GP 2035 implementation. Additionally, development anticipated under GP 2035 could also result in an increase in light and glare within the planning area, and impacts were also determined to be significant and unavoidable with implementation of feasible mitigation related to glare reduction and lighting type and efficiency requirements.

#### Impact Analysis

The proposed project would primarily involve phased improvements to an existing unimproved park site, the creation of which would not substantially affect existing visual resources upon construction of the proposed improvements. The project would not affect a scenic vista or damage any scenic resources. The project would be located within an existing urban environment and is not expected to impede the visual character of the existing neighborhood not create any sources of light other than those which are typical in a park. The proposed project would not result in any adverse impacts beyond those which were analyzed in the GP 2035 EIR.

The potential environmental impacts related to aesthetics and associated with the proposed project are within the scope of the GP 2035 EIR, and no additional CEQA documentation is required. Further, pursuant to Sections 15162 & 15163 of the State CEQA Guidelines, no new information of substantial importance has been identified that would otherwise necessitate subsequent/supplemental environmental analysis.

#### Agricultural and Forestry Resources

##### Setting

The "Existing Conditions" discussion in Section 3.2 of the GP 2035 EIR, "Agricultural and Forestry Resources," describes the planning area and vicinity in terms of Important Farmland, land under Williamson Act contracts, and land used for agricultural uses (West Sacramento 2016a). That discussion is hereby incorporated by reference and summarized below. The planning area is composed of mostly suburban and rural development, with agricultural activities taking place in the southern portion of the planning area.

Agricultural land within the planning area includes both Prime Farmland and Farmland of Local Importance. The principal crops include wheat, alfalfa, vegetables, and fruits. There are no Williamson Act contract lands within West Sacramento.

The GP 2035 EIR notes that land currently being farmed is planned for urbanization. As such, the GP 2035 EIR concluded that the urbanization resulting from buildout of GP 2035 would remove existing farmland from agricultural production. No feasible mitigation was available, and this impact was determined to be significant and unavoidable.

The GP 2035 EIR concludes that impacts related to conflicts with existing agricultural zoning would be less-than-significant because the change to Rural Estate zoning would still allow for limited agricultural use. Because GP 2035 supports agricultural uses and preserves existing farmland, the GP 2035 EIR concludes that its implementation would not result in other changes that would result in indirect conversion of farmland to nonagricultural use.

#### Impact Analysis

The proposed project would primarily involve phased improvements to an existing unimproved park site, the creation of which would not substantially affect existing agricultural operations. The project site is

located on vacant land classified as "Farmland of Local Importance" on the California Important Farmland Map. Because of this, none of the actions identified as part of the proposed project would result in conversion of agricultural land to nonagricultural use beyond what was analyzed in the GP 2035 EIR.

The potential environmental impacts related to agricultural resources and associated with the proposed project is within the scope of the GP 2035 EIR, and no additional CEQA documentation is required. Further, pursuant to Sections 15162 & 15163 of the State CEQA Guidelines, no new information of substantial importance has been identified that would otherwise necessitate subsequent/supplemental environmental analysis.

## Air Quality

### Setting

The "Existing Conditions" discussion in Section 3.3 of the GP 2035 EIR, "Air Quality," describes the planning area and vicinity in terms of ambient air quality, regional climate, and air quality regulation attainment status (West Sacramento 2016a). That discussion is hereby incorporated by reference and summarized below. The planning area is located in Yolo County within the Sacramento Valley Air Basin (SVAB). The SVAB is bounded on the north by the Cascade Range, on the south by the San Joaquin Valley Air Basin, on the east by the Sierra Nevada, and on the west by the Coast Ranges. The SVAB contains all of Tehama, Glenn, Butte, Colusa, Yolo, Sutter, Yuba, Sacramento, and Shasta Counties, as well as a portion of Solano and Placer Counties.

The GP 2035 EIR notes occasional violations of the ozone (O<sub>3</sub>) and fine particulate matter (PM<sub>2.5</sub>) national and state standards, but no violations of the large particulate matter (PM<sub>10</sub>), carbon monoxide (CO), or nitrogen dioxide (NO<sub>2</sub>) standards were reported during the monitoring period for the GP 2035 EIR (West Sacramento 2016a:3.3-7). The GP 2035 EIR concludes that while implementation of the General Plan would not be expected to conflict with applicable air quality plans and regulations, buildout would result in pollutant emissions that could be significant and unavoidable. While adherence to measures required by the Yolo-Solano Air Quality Management District (YSAQMD) would help reduce construction and operational emissions, the GP 2035 EIR concludes that the lack of project-specific information made it infeasible to calculate construction and operational emissions such that it could be determined whether mitigation measures would reduce emission levels to below the thresholds of significance. Hence, construction and operational emissions were determined to be significant and unavoidable, despite mitigation.

### Impact Analysis

The proposed project would primarily involve phased improvements to an existing unimproved park site, the creation of which would not include substantially increased operational air emissions. However, construction activities to implement the project would result in air pollutant emissions. These activities would be subject to the YSAQMD requirements and City rules regarding best management practices and processes required to reduce air quality impacts. Mitigation measures included in the GP 2035 EIR would apply to all actions undertaken as part of the proposed project. Mitigation Measure AQ-2 and applicable YSAQMD requirements identified in the GP 2035 EIR would similarly reduce impacts associated with the project but would not preclude potentially significant, site-specific impacts, consistent with determinations made in the GP 2035 EIR.

As such, the potential environmental impacts related to air quality and associated with the proposed project is within the scope of the GP 2035 EIR, and no additional CEQA documentation is required. Further, pursuant to Sections 15162 & 15163 of the State CEQA Guidelines, no new information of substantial importance has been identified that would otherwise necessitate subsequent/supplemental environmental analysis.



## Biological Resources

### Setting

The “Existing Conditions” discussion in Section 3.4 of the GP 2035 EIR, “Biological Resources,” describes the planning area and vicinity in terms of land cover types, wetlands and jurisdictional waters, special-status species, critical habitat, and wildlife corridors (West Sacramento 2016a). That discussion is hereby incorporated by reference and summarized below.

The planning area includes the following landcover types: agriculture, annual grassland, fresh emergent wetland, lacustrine, oak woodland, orchard, riverine, urban, and Valley foothill riparian. The GP 2035 EIR noted that 24 special-status plant species, 16 special-status wildlife species, and 9 special-status fish species occur in or near the area. The GP 2035 EIR also noted that the planning area includes critical habitat for multiple special-status fish species.

The GP 2035 EIR concludes that development consistent with GP 2035 would result in potentially significant impacts to biological resources. The analysis concluded that compliance with GP 2035 policies, including policy revisions required by Mitigation Measures BIO-6, BIO- 7, and BIO-12, would reduce all impacts to a less-than-significant level. No natural community conservation plans have been adopted in the planning area or in Yolo County; however, the Yolo County Natural Heritage Program, a county-wide multi-species habitat conservation plan and natural communities conservation plan, is currently in the administrative draft stage (Yolo Habitat Conservancy 2017)

### Impact Analysis

The proposed project would primarily involve phased improvements to an existing unimproved park site, the creation of which would not substantially affect biological resources, due to the minimal amount of disturbances at the site. However, certain activities/improvements identified within the proposed project could result in impacts to biological resources due to land disturbance from construction of trails, a parking lot, and small structures. Mitigation measure BIO-2 identified in the GP 2035 EIR would reduce impacts associated with the project but would not preclude potentially significant, site-specific impacts, consistent with determinations made in the GP 2035 EIR.

The potential environmental impacts related to biological resources and associated the proposed project is within the scope of the GP 2035 EIR, and no additional CEQA documentation is required. Further, pursuant to Sections 15162 & 15163 of the State CEQA Guidelines, no new information of substantial importance has been identified that would otherwise necessitate subsequent/supplemental environmental analysis.

## Cultural Resources

### Setting

The “Existing Conditions” discussion in Section 3.5 of the GP 2035 EIR, “Cultural Resources,” describes the planning area and vicinity in terms of prehistoric, ethnographic, and historic contexts (West Sacramento 2016a). That discussion is hereby incorporated by reference and summarized below. The studies conducted or reviewed during preparation of the GP 2035 EIR indicate that there are 71 historic era resources and 10 prehistoric resources within West Sacramento (West Sacramento 2016a:3.5-10).

The GP 2035 EIR notes that project-level review would be required for all future projects, and that future projects would be consistent with the General Plan and would comply with all state and local laws regarding historical resources. However, because the impacts of individual future projects cannot guarantee that historical resources would not be adversely effected, the GP 2035 EIR concludes that impacts on historic resources would be significant and unavoidable. The GP 2035 EIR notes that future

construction activities could result in the inadvertent discovery of archaeological resources or human remains. Mitigation Measures CU-2 and CU-3 dictate procedures to be implemented, including the treatment of resources, in the event of discovery, but would not reduce the impact to less-than-significant levels. Thus, all impacts related to cultural resources were concluded to be significant and unavoidable.

#### Impact Analysis

The proposed project would primarily involve phased improvements to an existing unimproved park site, the creation of which would not substantially affect historic resources. However, certain activities/improvements identified within the proposed project, especially those that may involve the disturbance of previously undisturbed soils, could result in the construction of activities that could result in discovery of previously unknown resources. Should any resources be discovered, Mitigation Measures CUL-2 and CUL-3 would be implemented, consistent with the impact discussions provided in the GP 2035 EIR. Mitigation Measures CUL-2 and CUL-3 identified in the GP 2035 EIR would similarly reduce impacts associated with implementation of the project but would not preclude potentially significant site-specific impacts, consistent with impact determinations made in the GP 2035 EIR.

The potential environmental impacts related to cultural resources and associated with the proposed project is within the scope of the GP 2035 EIR, and no additional CEQA documentation is required. Further, pursuant to 3Sections 15162 & 15163 of the State CEQA Guidelines, no new information of substantial importance has been identified that would otherwise necessitate subsequent/supplemental environmental analysis.

#### Geology, Soils, and Seismicity

##### Setting

The "Existing Conditions" discussion in Section 3.6 of the GP 2035 EIR, "Geology, Soils, and Paleontological Resources," describes the planning area and vicinity in terms of seismicity, geologic formations, and soil characteristics (West Sacramento 2016a). That discussion is hereby incorporated by reference and summarized below. Although the planning area is located in a region of California characterized by relatively low seismic activity, seismic hazards are present. The nearest active fault is the Cordelia fault approximately 30 miles west of the planning area (West Sacramento 2016a:3.6-5). The GP 2035 EIR noted that 24 soil series occur within the planning area, most of which are disturbed as a result of agricultural cultivation or construction of suburban and urban development. The GP 2035 EIR also noted that most of the planning area is immediately underlain by Holocene dune sands, which are unlikely to contain fossils (West Sacramento 2016a:3.6-9).

The GP 2035 EIR concludes that implementation of GP 2035 would not result in significant impacts related to geology, soils, or paleontological resources. GP 2035 policies and California Building Code (CBC) require that new structures be designed to withstand seismic activity. Furthermore, preparation of project-specific geotechnical reports and implementation of their recommendations, as required by GP 2035 policy, would minimize impacts related to unsuitable soils. Because GP 2035 does not include policies or practices to specifically protect paleontological resources, Mitigation Measure GEO-7 requires the City to determine whether discretionary projects would be located in an area of paleontological sensitivity.

#### Impact Analysis

The proposed project would primarily involve phased improvements to an existing unimproved park site, the creation of which would not affect seismic hazards in the area. However, earth-moving activities could result in impacts related to soil erosion, unsuitable soils, or paleontological resources. While the extent and location of future ground disturbance are not known at this time, all activities would be carried out in compliance with GP 2035 EIR policies. Further, the CBC requires specific design and soil compaction

measures be implemented on a case-by-case basis such that impacts related to geology and soils would be less-than-significant, consistent with the conclusions of the GP 2035 EIR. Mitigation Measure CUL-7 identified in the GP 2035 EIR would similarly reduce potential impacts related to paleontological resources.

The potential environmental impacts related to geology, soils, and paleontological resources and associated with the proposed project is within the scope of the GP 2035 EIR, and no additional CEQA documentation is required. Further, pursuant to Sections 15162 & 15163 of the State CEQA Guidelines, no new information of substantial importance has been identified that would otherwise necessitate subsequent/supplemental environmental analysis.

### Greenhouse Gas Emissions

#### Setting

The “Existing Conditions” discussion in Section 3.7 of the GP 2035 EIR, “Greenhouse Gas Emissions,” describes the planning area and vicinity in terms of existing greenhouse gas (GHG) emissions and climate change (West Sacramento 2016a). That discussion is hereby incorporated by reference and summarized below.

The specific chemical properties of GHGs enable them to become well mixed within the atmosphere and transported over long distances. Consequently, unlike other resource areas that are primarily concerned with localized (e.g., within 1,000 feet of a project site) project impacts, the global nature of climate change requires a broader analytical approach. Increases in fossil fuel combustion and deforestation have exponentially increased concentrations of GHGs in the atmosphere since the Industrial Revolution. The principle anthropogenic (human-made) GHGs contributing to global warming are carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), nitrous oxide (N<sub>2</sub>O), and fluorinated compounds, including sulfur hexafluoride (SF<sub>6</sub>), hydrofluorocarbons (HFCs), and perfluorinated carbons (PFCs). The global warming potential (GWP) of various GHG emissions is expressed on a normalized scale that recasts all GHG emissions in terms of carbon dioxide equivalent (CO<sub>2</sub>e), which compares the gas in question to that of the same mass of CO<sub>2</sub> (CO<sub>2</sub> has a global warming potential of 1 by definition). West Sacramento prepared an inventory in 2011 that indicated that West Sacramento residents and businesses generated approximately 447,387 metric tons CO<sub>2</sub>e. The transportation sector represents the largest source of community emissions (48 percent), followed by building energy consumption (36 percent) (West Sacramento 2016a:3.7-8).

The GP 2035 EIR concludes that implementation of GP 2035 would result in substantial GHG emissions and therefore significant and unavoidable impacts related to GHG emissions, as well as potential inconsistencies with policies and regulations that seek to reduce GHG emissions. The analysis noted that while the City’s climate action plan (CAP) is still in draft form, it is anticipated to focus on reducing community emissions consistent with statewide GHG targets. The analysis also noted that while GP 2035 did not propose any specific development projects, construction would occur as buildout of the planning area proceeds under GP 2035. The level of construction activities that would take place with implementation of GP 2035 was reported as unknown. While compliance with measures that would reduce GHG emissions (e.g., limits on truck idling), the GP 2035 EIR concludes that it may not be feasible in all cases to ensure that emissions would be below applicable thresholds, and the impact was determined to be significant and unavoidable.

#### Impact Analysis

The proposed project would primarily involve phased improvements to an existing unimproved park site, the creation of which would not result in substantial GHG emissions. However, construction activities would result in GHG emissions, consistent with the impact discussions provided in the GP 2035 EIR. Such activities would be subject to City requirements regarding GHG emissions reduction. Because the

project constitutes a project associated with implementation of GP 2035, policies identified in the GP 2035 EIR would apply to all actions undertaken as part of the project.

The potential environmental impacts related to GHG emissions and associated with the proposed project is within the scope of the GP 2035 EIR, and no additional CEQA documentation is required. Further, pursuant to Sections 15162 & 15163 of the State CEQA Guidelines, no new information of substantial importance has been identified that would otherwise necessitate subsequent/supplemental environmental analysis.

### Hazards and Hazardous Materials

#### Setting

The “Existing Conditions” discussion in Section 3.8 of the GP 2035 EIR, “Hazards and Hazardous Materials,” describes the planning area and vicinity in terms of hazards to the public’s health and safety (West Sacramento 2016a). That discussion is hereby incorporated by reference and summarized below. West Sacramento has a substantial number of industries and activities that transport, store, and use toxic or hazardous chemicals, posing significant potential safety hazards. There are 50 facilities and activities in the planning area that store and/or use toxic materials. Additionally, there are 32 active open cleanup sites listed in the Geotracker database, and one active site listed in the Envirostor database. One site within the planning area is listed on the Department of Toxic Substances Control Cortese List. The Capitol Plating site is a former metal-plating facility located at 319 Third Street. Site assessment has been underway since 1999 and the status has been listed as Open-Inactive since 1999. The facility was demolished in 2005. (West Sacramento 2016a:3.8-8)

West Sacramento is within the flight path of several airports. The closest public airport is the Sacramento Executive Airport, approximately 1.60 miles east of the southern portion of the city. Mather Airport is located approximately 15 miles east, Sacramento International Airport is approximately 5 miles north, and McClellan Airfield, formerly an Air Force base, is approximately 10 miles northeast of the city.

The GP 2035 EIR concludes that, with implementation of federal, state, and local regulations regarding the transport, use, and disposal of hazardous materials, development consistent with GP 2035 would not result in significant effects related to hazards. While multiple airports are within two miles of the planning area, no part of the planning area is within the safety zone of any airport. The GP 2035 EIR notes that while future construction activities could cause temporary changes in emergency access, existing City requirements for construction projects require signage and an access plan to ensure accessibility during construction.

#### Impact Analysis

The proposed project would primarily involve phased improvements to an existing unimproved park site, the creation of which would not involve any new use of hazardous materials or create new hazards. Compliance with existing federal, state, and local regulations regarding hazardous materials would minimize potential impacts, consistent with the conclusions of the GP 2035 EIR.

The potential environmental impacts related to hazards and hazardous materials and associated with the proposed project is within the scope of the GP 2035 EIR, and no additional CEQA documentation is required. Further, pursuant to Sections 15162 & 15163 of the State CEQA Guidelines, no new information of substantial importance has been identified that would otherwise necessitate subsequent/supplemental environmental analysis.

## Hydrology and Water Quality

### Setting

The “Existing Conditions” discussion in Section 3.9 of the GP 2035 EIR, “Hydrology and Water Quality,” describes the planning area and vicinity in terms of surface water flow, groundwater, potential for flooding, and water quality (West Sacramento 2016a). That discussion is hereby incorporated by reference and summarized below.

The Sacramento River is the largest river in California, flowing along the east and northeast boundaries of the city. According to the 1995 Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRMs), all areas within the planning area but outside the main waterways are mapped as Zone X—area protected from the 1 percent chance (100-year) flood by levee, dike, or other structures subject to possible failure of overtopping during longer floods. FEMA’s flood risk maps are being revised and based on the results of these studies, new draft revised FEMA maps are expected to show that all or parts of West Sacramento may neither meet 100-year flood standards nor 200-year level of flood protection required by the Central Valley Flood Protection Program (CVFPP) for urban areas (West Sacramento 2016a:3.9-23). West Sacramento is within the natural floodplain of the Sacramento River at the confluence with the American River and is surrounded on all four sides by a series of levees designed to provide flood protection. The river levees channelize the river into a fixed alignment by preventing future channel meandering and separating the channel from its historic floodplain. In light of the flood risk to West Sacramento, the West Sacramento Levee Improvement Program (WSLIP) is undertaking extensive measures to reduce risk and achieve a minimum of 200-year flood protection for the entire city within the existing levee system by improving the approximately 50 miles of levees protecting West Sacramento (City of West Sacramento 2016a:3.9-29).

The GP 2035 EIR concludes that development consistent with GP 2035 would not result in significant impacts related to hydrology and water quality, with the exception of placing housing units within the 100-year floodplain. Impact WQ-8 noted that while new development would occur within the existing levee system surrounding the city, some of these areas may not meet the 100-year and 200-year flood protection requirements. Policies in GP 2035, as well as requirements of other state and local programs, require all new development to demonstrate 200-year flood protection or to contribute in-lieu fees toward making physical improvements to the existing levee system. However, it will be many years until the flood protection goal is achieved, meaning that new development may not have 100-year flood protection. Thus, this impact was determined to be significant and unavoidable.

The GP 2035 EIR notes that adherence to state and local regulations and GP 2035 policies would generally preclude significant hydrology and water quality impacts. In particular, construction activities pursuant to GP 2035 would be required to prepare a stormwater pollution prevention plan (SWPPP) as part of compliance with the City’s National Pollutant Discharge Elimination System (NPDES) Construction General Permit.

### Impact Analysis

The proposed project would primarily involve phased improvements to an existing unimproved park site, the creation of which would not place housing within the 100-year floodplain. However, construction activities associated with activities/improvements identified by the project description could result in temporary construction impacts related to hydrology and water quality, consistent with the impact discussions provided in the GP 2035 EIR. As discussed above relative to the project background, the proposed project is consistent with the approved GP 2035. Policies identified in the GP 2035 EIR would reduce but not prevent impacts associated with their implementation, consistent with impact determinations made in the GP 2035 EIR.

The potential environmental impacts related to hydrology and water quality and associated with the proposed project is within the scope of the GP 2035 EIR, and no additional CEQA documentation is required. Further, pursuant to Sections 15162 & 15163 of the State CEQA Guidelines, no new information of substantial importance has been identified that would otherwise necessitate subsequent/supplemental environmental analysis.

## Land Use and Planning

### Setting

The "Existing Conditions" discussion in Section 3.10 of the GP 2035 EIR, "Land Use and Planning," describes the planning area in terms of physical division of established communities, existing and proposed changes to land use and land use designations, conflicts with City land use policies and regulation, and conflicts with any applicable conservation plans (West Sacramento 2016a). That discussion is hereby incorporated by reference and summarized below. There are no habitat conservation plans or natural community conservation plans in effect that apply to the planning area. Existing land uses in the city range from small single-family residences to industrial complexes and the Port of West Sacramento. The northwestern quadrant is largely industrial and commercial. The northeastern quadrant includes commercial and office uses as well as existing and developing residential neighborhoods. The area immediately south of the Ship Channel is largely industrial. Farther south, the Southport area contains residential areas and associated commercial uses that are still largely undeveloped.

The GP 2035 EIR notes that although no change in the distribution of land use types are proposed, revisions to some land use designations would provide for more intensive development. Because GP 2035 includes numerous policies to avoid dividing established communities and ensure that new development remains interconnected, the EIR concluded that GP 2035 would not result in physical division of existing communities.

The GP 2035 EIR concludes that GP 2035 would not reduce the effectiveness of any plans or regulations that protect the environment and that GP 2035 additional policies also provide for environmental protection. Therefore, the GP 2035 EIR concludes that impacts related to GP 2035 conflicts with applicable policies and regulations intended to protect the environment would be less than significant.

### Impact Analysis

The proposed project would primarily involve phased improvements to an existing unimproved park site, the creation of which would not substantially affect existing land use and planning upon completion of the project. Improvements to the park site, would not result in the physical division of established communities, nor conflict with City land use policies and regulations that protect the environment. None of the actions resulting from the project would result in land use changes beyond what was analyzed in the GP 2035 EIR.

The potential environmental impacts related to land use and associated with the proposed project is within the scope of the GP 2035 EIR, and no additional CEQA documentation is required. Further, pursuant to Sections 15162 & 15163 of the State CEQA Guidelines, no new information of substantial importance has been identified that would otherwise necessitate subsequent/supplemental environmental analysis.

## Mineral Resources

### Setting

The "Existing Conditions" discussion in Section 3.11 of the GP 2035 EIR, "Mineral Resources," describes the planning area in terms of known mineral resources of value and natural gas resources (West



Sacramento 2016a). That discussion is hereby incorporated by reference and summarized below. Most of the planning area is designated as MRZ-1 (no significant mineral deposits), with a band of MRZ-3 (unknown) along the river. None of the planning area is designated as MRZ-2 (likelihood of significant mineral deposits).

The GP 2035 EIR concludes that because there are no mines regulated under the Surface Mining and Reclamation Act of 1975 (SMARA) or MRZ-2 areas of value to the region that occur in the planning area, no impact to known mineral resources would occur. Further, GP 2035 does not delineate any land uses within the planning area for mineral resource extraction; therefore, no impact related to development of land delineated for mining on a local general plan would occur with implementation of GP 2035.

#### Impact Analysis

The planning area is not located in an area associated with mineral resources or mineral extraction. Therefore, the proposed project would have no impact on mineral resources or extraction. As such, the potential environmental impacts related to mineral resources and associated with implementation of the proposed project is within the scope of the GP 2035 EIR, and no additional CEQA documentation is required. Further, pursuant to Sections 15162 & 15163 of the State CEQA Guidelines, no new information of substantial importance has been identified that would otherwise necessitate subsequent/supplemental environmental analysis.

#### Noise and Vibration

##### Setting

The “Existing Conditions” discussion in Section 3.12 of the GP 2035 EIR, “Noise,” describes the planning area in terms of City noise level standards, groundbourne vibration and groundbourne noise levels, ambient noise levels, and noise-sensitive land uses (West Sacramento 2016a). That discussion is hereby incorporated by reference and summarized below.

Existing noise sources in the planning area include motor vehicle traffic, rail operations, aircraft overflights, motorized watercraft on the Sacramento River, industrial facilities, and events at Raley Field. Sensitive noise receptors typically include residences, religious facilities, schools, child care centers, hospitals, long-term health care facilities, convalescent centers, and retirement homes. All of these land use types, except hospitals, occur within the planning area. No airports or private airfields are within 2 miles of the planning area and the planning area is not included in any airport land use plan; therefore, employees and residents within the planning area would not be exposed to adverse levels of noise from aircraft overflight.

The GP 2035 EIR notes that policies outlined in GP 2035 would help to reduce the potential impacts of construction- and traffic-related noise on noise-sensitive land uses as well as potential increases in ambient noise levels. However, mitigation of these potential future noise impacts may not be feasible in all cases. These impacts were determined to be significant and unavoidable.

The GP 2035 EIR concludes that future projects that can comply with City Municipal Code Section 17.32 would result in less than significant impacts related to construction vibration. However, GP 2035 notes that it may not be feasible in all cases to mitigate vibration to less-than-significant levels. Therefore, this impact was determined to be significant and unavoidable. Development of new noise- and vibration-sensitive land uses located adjacent or close to railroad tracks could be exposed to vibration levels in excess of FTA vibration standards. The GP 2035 EIR concludes that implementation of a vibration standards policy added to the General Plan (Mitigation Measure NOI-2) would reduce this impact to a less-than-significant level.

## Impact Analysis

The proposed project would primarily involve phased improvements to an existing unimproved park site, in an area which is adjacent to an existing residential neighborhood. Construction of park improvements would comply with the City's Noise Ordinance and would not result in substantial noise impacts. The primary noise associated with improvements at the park would be from motorized construction equipment during construction of the parking area. Further, none of the that would result from the project would result in noise or groundbourne vibration changes beyond what was analyzed in the GP 2035 EIR. Implementation of Mitigation Measure NOI-2 identified in the GP 2035 EIR would apply to the proposed project and reduce any potential vibration impacts of the proposed project to less-than-significant levels, consistent with determinations made in the GP 2035 EIR.

The potential environmental impacts related to noise and vibration associated with the proposed project is within the scope of the GP 2035 EIR, and no additional CEQA documentation is required. Further, pursuant to Sections 15162 & 15163 of the State CEQA Guidelines, no new information of substantial importance has been identified that would otherwise necessitate subsequent/supplemental environmental analysis.

## Population and Housing

### Setting

The "Existing Conditions" discussion in Section 3.13 of the GP 2035 EIR, "Population and Housing," describes the planning area in terms of population growth trends and housing trends and projections (West Sacramento 2016a). That discussion is hereby incorporated by reference and summarized below. The planning area encompasses 21.4 square miles and had approximately 51,272 residents in 2015. According to 2000 and 2010 census data, West Sacramento's population increased by 54 percent between 2000 and 2010; however, between 2010 and 2015, this trend slowed to 5.2 percent citywide. As noted above, SACOG projects the population of West Sacramento will reach 81,480 by 2035, an increase of approximately 30,208 residents or 59 percent from the 2015 population (West Sacramento 2016a:3.13-4).

Citywide, the California Department of Finance estimates indicate that there were 18,048 occupied housing units in 2015, and a vacancy rate of 6.3 percent. In 2015, there were a total of 19,268 housing units, of which 12,144 were single-family detached units, 1,015 were single-family attached units, 1,257 were multifamily structures with two to four units, 3,344 were multifamily structures with five or more units, and 1,508 were mobile homes. In 2015, the average household size countywide was approximately 2.82 people and SACOG projections indicate the average household size in West Sacramento is expected to decrease to 2.57 by 2035.

The GP 2035 EIR notes that the purpose of GP 2035 is to accommodate future population growth and development by responding to regional growth forecasts, and concluded that although GP 2035 would not directly result in new homes or businesses that would substantially increase population growth in the planning area, it would indirectly result in population growth through individual developments and the extension of roads and other infrastructure improvements as the city becomes more completely developed. The EIR concludes that the impact is significant and unavoidable, and no mitigation is available to reduce this impact to a less-than-significant level.

The EIR notes that land use and zoning changes in GP 2035 do not propose specific development that would result in the displacement of existing housing units or residents and necessitate the construction of replacement housing elsewhere. Therefore, the GP 2035 EIR concludes that any impact on existing housing units would be less than significant, and no mitigation is required.

## Impact Analysis

The proposed project would primarily involve phased improvements to an existing unimproved park site, the creation of which would significantly affect population and housing growth due to the overall small size of the project. None of the details regarding the project as discussed in the project description would result in population growth beyond what was projected in the GP 2035 EIR.

The potential environmental impacts related to population and housing and associated with the proposed project is within the scope of the GP 2035 EIR, and no additional CEQA documentation is required. Further, pursuant to Sections 15162 & 15163 of the State CEQA Guidelines, no new information of substantial importance has been identified that would otherwise necessitate subsequent/supplemental environmental analysis.

## Public Services

### Setting

The "Existing Conditions" discussion in Section 3.14 of the GP 2035 EIR, "Public Services," describes the planning area in terms of available fire protection and emergency services, police protection services, and schools, parks, and libraries (West Sacramento 2016a). That discussion is hereby incorporated by reference and summarized below. The West Sacramento Fire Department (WSFD) provides fire administration, emergency operations, and fire prevention/hazardous materials services within the city. The average response time for the WSFD overall is 4:42 minutes from time of dispatch to arrival on scene. The West Sacramento Police Department (WSPD) is responsible for enforcing the laws of the State of California and local ordinances,

The planning area is served by the Washington Unified School District (WUSD), which provides primary, secondary, and high school education services to residents. As of 2014, WUSD had a total capacity of 10,393 students and enrollment of 7,444. WUSD is projected to continue growing, with a projected enrollment of 8,434 students in the 2023/24 school year. West Sacramento Parks and Recreation oversees the maintenance of 145+ acres of developed city parks. There are currently 33 parks, plazas, and playfields within the city, totaling 152.6 acres. The 2003 Parks MP sets a standard of 5 acres of parks per 1,000 residents—2 acres in neighborhood parks and 3 acres in community parks. With a projected population in 2035 of 81,480 residents, 407.4 acres of parks would be required to meet the City's standard of 5 acres of parks per 1,000 residents—254.8 acres more than currently exist. The Yolo County Library offers library service to the entire planning area and the Arthur F. Turner Community Library is an 18,000-square-foot facility that provides library services to residents in the planning area.

The GP 2035 EIR notes that GP 2035 integrates population projections adopted by SACOG that extend the planning horizon to 2035. SACOG's regional growth forecast predicts a population for the city of 81,480 by 2035, an increase of approximately 30,208 residents from the current 2015 population (West Sacramento 2016a:3.13-4). Consequently, the GP 2035 EIR points out that it is a reasonable expectation that population and housing within the planning area would increase the demands on all public services within the planning area, resulting in a reasonably foreseeable need for new or expanded facilities. GP 2035 sets forth goals and policies to ensure adequate levels of service and funding for public services as development occurs. Potential environmental impacts associated with construction or expansion of future public service facilities are typical of other land development impacts, including construction noise and potential temporary disruption of access, as well as potential impacts related to site-specific conditions, such as biological or cultural resources, depending on the site location. The GP 2035 EIR concludes that mitigation measures for impacts of implementation of the General Plan as updated (Mitigation Measure CUL-2 [require appropriate treatment for inadvertent discovery of archaeological resources], CUL-3 [implement appropriate treatment for discovery of human remains], and WQ-3 [Implement a

Hydromodification Management Plan (HMP) in accordance with the City's Stormwater Permit) would ensure that impacts of construction or expansion of future police facilities would be less than significant.

#### Impact Analysis

The proposed project would primarily involve phased improvements to an existing unimproved park site, the creation of which would not substantially affect public services upon completion of the project. As described above, the project would involve the creation of a park site which is approximately 9 acres in size. However, none of the actions or demand increases that would result from implementation of the project would drive population growth beyond what was projected in the GP 2035 EIR.

The potential environmental impacts related to public services and associated with the proposed project is within the scope of the GP 2035 EIR, and no additional CEQA documentation is required. Further, pursuant to Sections 15162 & 15163 of the State CEQA Guidelines, no new information of substantial importance has been identified that would otherwise necessitate subsequent/supplemental environmental analysis.

#### Recreation

##### Setting

The "Existing Conditions" discussion in Section 3.15 of the 2016 GP 2035 EIR, "Recreation," describes the planning area in terms of existing recreational facilities and applicable plans and policies (West Sacramento 2016a). That discussion is hereby incorporated by reference and summarized below. The GP 2035 EIR notes that there were 33 parks, plazas, and playfields in the city: 77.1 acres of community parks and 75.6 neighborhood parks and mini parks, totaling 152.7 acres. Based on a population of 51,272, the GP 2035 EIR notes that West Sacramento needed an additional 103.7 acres of parks to meet the 2003 Parks Master Plan standard of 5 acres per 1,000 residents. (West Sacramento 2016a:3.15-7)

The GP 2035 EIR concludes that development consistent with GP 2035 would not result in population increases such that a substantial physical deterioration of existing facilities would occur. Because the 2003 Parks Master Plan requires the City to provide 5 acres of parks for every 1,000 residents, sufficient parkland would be provided so that deterioration of existing facilities would not be accelerated. The GP 2035 EIR notes that new recreational facilities would be constructed as part of the implementation of GP 2035. Construction of new facilities could result in environmental effects, but implementation of mitigation measures discussed throughout the GP 2035 EIR would reduce impacts to a less-than-significant level. Applicable mitigation measures include Mitigation Measures BIO-6, CUL-2, CUL-3, and WQ-3.

##### Impact Analysis

The proposed project would primarily involve phased improvements to an existing unimproved park site, the creation of which would not substantially affect existing recreational facilities. Further, no recreational facilities would be directly affected as a result of implementation of the proposed project. However, construction activities could temporarily impede access to recreational uses if construction would take place near recreational facilities. However, GP 2035 policies and mitigation measures would reduce impacts to less-than-significant levels, consistent with the conclusions of the GP 2035 EIR.

The potential environmental impacts related to recreational facilities and associated with the proposed project is within the scope of the GP 2035 EIR, and no additional CEQA documentation is required. Further, pursuant to Sections 15162 & 15163 of the State CEQA Guidelines, no new information of substantial importance has been identified that would otherwise necessitate subsequent/supplemental environmental analysis.

## Transportation and Traffic

### Setting

The "Existing Conditions" discussion in Section 3.6 of the GP 2035 EIR, "Transportation/Traffic," describes the planning area in terms of the street and road system, traffic conditions, the bicycle and pedestrian system, and public transit (West Sacramento 2016a). That discussion is hereby incorporated by reference and summarized below. West Sacramento includes a variety of roadway types, including local, collector, and arterial roads as well as freeways. The GP 2035 EIR identifies road segments and intersections that were operating at unacceptable level of service (LOS) at the time of preparation of the GP 2035 EIR (see Table 3.16-5 of the GP 2035 EIR). West Sacramento streets serve as the connection for bicycle traffic between the cities of Sacramento and Davis. West Capitol Avenue provides the direct connection from the bicycle path across the Yolo Causeway to the Tower Bridge. West Sacramento is served by a combination of local and regional bus, rail, and air transportation providers, including YOLOBUS, Sacramento Regional Transit bus and light rail, Amtrak, and the Sacramento International Airport.

The GP 2035 EIR concludes that implementation of GP 2035 would result in less-than-significant impacts related to deterioration of LOS on freeway ramps and segments because projects can pay into the I-5 Subregional Corridor Mitigation Program (SCMP). Caltrans agrees that payment of the SCMP fee would adequately mitigation a project's impact on the state highway system. Additionally, the GP 2035 EIR concludes that implementation of GP 2035 would not have significant effects related to bicycle and pedestrian facilities, public transit, or air traffic.

The GP 2035 EIR concludes that implementation of GP 2035 would result in significant and unavoidable impacts related to deterioration of LOS at intersections and arterial and collector roads due to traffic volumes. The analysis noted that construction of additional lanes could provide adequate capacity, but that such expansion would not be appropriate for residential streets. The analysis also noted that while some roadways may exceed maximum desirable volume, it does not necessarily also mean an exceedance of acceptable LOS standards.

### Impact Analysis

The proposed project would primarily involve phased improvements to an existing unimproved park site, the creation of which would not substantially affect existing or future traffic patterns or volumes. However, certain activities identified within the proposed project could result in construction activities that could temporarily interfere with roadway operations (i.e., temporary road/lane closures). GP 2035 policies and City requirements would reduce impacts associated with these project-related activities/improvements, consistent with the conclusions of the GP 2035 EIR.

The potential environmental impacts related to transportation/traffic and associated with the proposed project is within the scope of the GP 2035 EIR, and no additional CEQA documentation is required. Further, pursuant to Sections 15162 & 15163 of the State CEQA Guidelines, no new information of substantial importance has been identified that would otherwise necessitate subsequent/supplemental environmental analysis.

## Tribal Cultural Resources

### Setting

Consistent with requirements established by the passage of AB 52, which establishes a formal consultation process for California Native American Tribes for certain projects subject to CEQA, the GP 2035 EIR included an evaluation of potential impacts to tribal cultural resources, including consultation with interested tribes, as part of its analysis. That discussion is hereby incorporated by reference and

summarized below. The GP 2035 EIR notes that project-level review would be required for all future projects, and that future projects would be consistent with GP 2035 and would comply with all state and local laws regarding cultural resources, including tribal cultural resources. However, because the impacts of individual future projects cannot guarantee that tribal cultural resources would not be adversely affected, the GP 2035 EIR concludes that impacts would be significant and unavoidable (Impacts CUL-2 and CUL-3). Mitigation Measures CU-2 and CU-3 dictate procedures to be implemented, including the treatment of resources, in the event of discovery, but would not reduce the impact to less-than-significant levels. Thus, all impacts from the 2035 GP EIR that addressed tribal cultural resources were concluded to be significant and unavoidable.

#### Impact Analysis

Certain activities identified within the proposed project, especially those that may involve the disturbance of previously undisturbed soils, could result in construction activities that could result in discovery of previously unknown tribal cultural resources. Should any such resources be discovered, Mitigation Measures CU-2 and CU-3 would be implemented, consistent with the impact discussions provided in the GP 2035 EIR. Mitigation Measures CU-2 and CU-3 identified in the GP 2035 EIR would similarly reduce impacts associated with implementation of the MPs but would not preclude potentially significant site-specific impacts, consistent with impact determinations made in the GP 2035 EIR.

The potential environmental impacts related to tribal cultural resources and associated with the proposed project is within the scope of the GP 2035 EIR, and no additional CEQA documentation is required. Further, pursuant to Sections 15162 & 15163 of the State CEQA Guidelines, no new information of substantial importance has been identified that would otherwise necessitate subsequent/supplemental environmental analysis.

#### Utilities and Service Systems

##### Setting

The "Existing Conditions" discussion in Section 3.17 of the GP 2035 EIR, "Utilities and Service Systems," describes the planning area in terms of wastewater, water, stormwater, and solid waste, and levels of service to meet the needs of existing and future development (West Sacramento 2016a). That discussion is hereby incorporated by reference and summarized below.

##### Wastewater Treatment

The City is responsible for collection and conveyance of wastewater in the planning area, and Sacramento Regional County Sanitation District (SRCS D) is responsible for its treatment and disposal. The connection of the City's wastewater collection system to the SRCS D system is via the 19-mile Lower Northwest Interceptor (LNWI) at the West Sacramento Transition Structure next to the Parlin Ranch subdivision in Southport. Wastewater is conveyed through a 120-inch-diameter gravity pipe to the South River Pump Station and then pumped under the Sacramento River in a force main to the Sacramento Regional Wastewater Treatment Plant (SRWTP), north of Elk Grove. The GP 2035 EIR concludes that the potential for exceedance of wastewater treatment requirements of the Central Valley Regional Water Quality Control Board was unlikely because: (1) the City's wastewater collection system is connected to the SRCS D via the LNWI and all wastewater is treated at the SRCS D facility in Elk Grove; (2) GP 2035 includes policies to maintain, upgrade, and expand its wastewater collection system (Policies PFS-3.3, -3.4, and -3.5) and would establish an Enhanced Infrastructure Financing District (EIFD) under GP 2035 to provide financing for public capital facilities and other projects that provide significant benefits to the City; and (3) the Central Valley Water Quality Control Board would set the specific waste discharge requirements for any new or expanded wastewater treatment facility as part of its permit for that facility because future wastewater treatment facilities would be required by law to operate in compliance with



any and all requirements of the Central Valley Water Board permits. Therefore, the impact would be less than significant.

The GP 2035 EIR notes that the projected population increase in the planning area would increase wastewater treatment demand on the SRWTP. However, SRSCD would not need to increase the capacity of the SRWTP before 2035 because the 2003 Wastewater Master Plan and 2003 Southport Sanitary Sewer Master Plan projections were based on a population exceeding the current 2035 population projection of 81,480. And with the installation of water meters and adoption of water conservation mandates, SRSCD projects that per capita consumption will fall by approximately 25 percent over the next 20+ years, and that the existing capacity of the SRWTP will be sufficient for the next 40+ years. GP 2035 also contains goals and policies that would reduce the amount of wastewater generated and mitigate impacts on existing service (Goal PFS-1 and Policy PFS-1.1; Goal PFS-3 and Policies PFS-3.1 and -3.2). For these reasons, this impact was determined to be less than significant.

### Water

The planning area is served by diversions from the Sacramento River in accordance with the City's appropriative right with the state as well as water available under contract with the U.S. Bureau of Reclamation (Reclamation). The combined maximum available water supply from these sources is 23,600 af per year (AFY) in an average year. Most of the planning area is served by North Delta Water Agency (NDWA). The City intends to provide groundwater as a backup supply with sufficient capacity to meet the demands of the northern portion West Sacramento outside the NDWA's boundary.

The GP 2035 EIR notes that the existing water treatment plant has adequate treatment capacity and would not require expansion because the plant has an existing treatment capacity of 58 mgd. The City's 2010 Urban Water Management Plan (UWMP) projected an increase in potable water demands based on buildout condition to 52 mgd, and the 2015 UWMP, which was finalized just prior to certification of the GP 2035 EIR, projected a maximum demand of 54.3 mgd. The GP 2035 EIR also concludes that the Water System MP update, would establish the infrastructure necessary to provide the storage and transmission facilities to serve future development within the City. GP 2035 goals and policies (Goal PFS-2 and Policies PFS-2.3, -2.4, -2.6, and -2.8) would ensure an adequate level of service in the City's water system is maintained to meet the needs of existing and future development while improving water system efficiency. Therefore, this impact was determined to be less than significant.

As noted in the GP 2035 EIR, water demand in the planning area would increase as a result of population growth through implementation of GP 2035. The 2010 UWMP identifies a water demand of 13,107 AFY in 2010 and estimates 2035 demand to increase to 23,920 AFY. However, due to uncertainties about the reliability of the water supply from the NDWA under all conditions, it is possible that water supplies would not be sufficient to meet the increased demand. Accordingly, this impact was determined to be significant and unavoidable in the GP 2035 EIR.

For the area outside the NDWA (i.e., that area served by the City's appropriative right and Reclamation), water demand is estimated to reach 2.9 mgd, or 3,248 AFY. Historic water supply in this area, even during the Single Dry Year, has been more than 5,900 AFY. Accordingly, the increased demand would not exceed the available water supply. In addition, the City's existing groundwater well and the planned new well in the Southport area would supply additional water in an emergency. Consequently, the water supply outside of the NDWA service area would be sufficient to meet the increased demand and the impact was determined to be less than significant,

### Stormwater

Stormwater is managed in West Sacramento primarily by Reclamation District (RD) 900 and the City and to a smaller extent by RD 537. Stormwater facilities have typically been constructed and paid for in

association with new development and, with a few exceptions, are generally in good condition. The City's storm water system discharge is permitted under a state-approved Stormwater Management Plan, which includes measures to control and reduce the potential for pollutants to enter the storm drain system and addresses stormwater from new development and redevelopment projects. For the purpose of addressing planned development in the Southport area, the Southport Drainage Master Plan was adopted in 1995. This document was updated in 2001 to address changes in the Southport Framework Land Use Plan and develop drainage impact fees on new development. Currently, the City does not have a drainage master plan for the rest of the planning area. The GP 2035 EIR notes that new or expanded stormwater drainage facilities would be necessary for buildout of development under GP 2035. The City would be required to comply with the requirements of its state-approved Stormwater Management Plan and GP 2035 goals and policies (Goal PFS-4 and Policy PFS-4.1 through PFS-4.11) to maintain an adequate level of service and prepare a citywide Stormwater MP. In addition, the City has developed Post-Construction Standards Plans that include volumetric and flow criteria that must be met by site design and hydromodification measures using the California Stormwater Quality Association guidelines and would be applicable to all significant redevelopments and new developments. With these measures in place, new facilities that must be built to accommodate redevelopment and new development are not expected to significantly affect existing drainage facilities. Nonetheless due to uncertainties about facility location and sizing, this impact was considered significant and unavoidable.

#### Solid Waste

For solid waste disposal, the planning area is served by Yolo County Central Landfill. The GP 2035 EIR notes that the Yolo County Central Landfill is expected to have adequate capacity until at least 2045. In addition, AB 341 requires the waste stream going to landfills to be reduced by 75 percent statewide and CalRecycle would implement strategies to meet this statutory goal through state-level measures and requirements. The County operates the Yolo County Central Landfill and is required by the conditions of its permit from CalRecycle to operate in accordance with state laws and regulations. In addition, GP 2035 includes goal and policies (Goal PFS-5 and Policy PFS-5.3 through PFS-5.15) to minimize the generation of waste, increase recycling, and provide for the collection and disposal of solid waste. The impact was considered less than significant.

#### Impact Analysis

The proposed project would primarily involve phased improvements to an existing unimproved park site, the creation of which would substantially affect utilities and service systems beyond what was projected in the GP 2035 EIR. None of the actions or capacity increases that would result from the project would result in population growth or development beyond what was projected in the GP 2035 EIR.

The potential environmental impacts related to utilities and service systems and associated with the proposed project is within the scope of the GP 2035 EIR, and no additional CEQA documentation is required. Further, pursuant to Sections 15162 & 15163 of the State CEQA Guidelines, no new information of substantial importance has been identified that would otherwise necessitate subsequent/supplemental environmental analysis.

#### **Conclusion**

Based on the analysis presented above, the proposed Heritage Oaks Park Improvement project is within the scope of the EIR prepared for the West Sacramento 2016 General Plan Update, and no new or substantially more adverse impacts would occur through implementation of the proposed project. As a result, no new environmental document is required, consistent with State CEQA Guidelines Sections 15162, 15163 & 15168 (c)(2).



## References

West Sacramento, City of. 2016a. General Plan Update – Draft Environmental Impact Report. August.

West Sacramento, City of. 2016b. General Plan 2035 Policy Document. November.

Yolo Habitat Conservancy. 2015. Yolo Habitat Conservancy, About. Available:  
<http://www.yolohabitatconservancy.org/#!about/cjg9>. Accessed April 3, 2017.

Print Form

**Notice of Determination**

**Appendix D**

**To:**  
 Office of Planning and Research  
 U.S. Mail: \_\_\_\_\_ Street Address: \_\_\_\_\_  
 P.O. Box 3044 1400 Tenth St., Rm 113  
 Sacramento, CA 95812-3044 Sacramento, CA 95814

County Clerk  
 County of: Yolo  
 Address: 625 Court Street, Room B01  
Woodland, CA 95695

**From:**  
 Public Agency: City of West Sacramento  
 Address: 1110 West Capitol Avenue  
West Sacramento, CA 95691  
 Contact: Kathy Allen, Associate Planner  
 Phone: 916-617-4645

Lead Agency (if different from above): \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact: \_\_\_\_\_  
 Phone: \_\_\_\_\_

**SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.**

State Clearinghouse Number (if submitted to State Clearinghouse): \_\_\_\_\_

Project Title: Heritage Oaks Park Improvements

Project Applicant: City of West Sacramento

Project Location (include county): 1300 Lake Washington Boulevard, West Sacramento, Yolo County

**Project Description:**

The proposed project would provide a park for the surrounding neighborhood on what is currently a city-owned site. The site lends itself to passive recreation uses with an emphasis on nature and education opportunities. The project is proposed to be constructed in phases, based on funding availability. Phase I improvements would be performed by the City and would include construction of street frontage improvements to include new sidewalks and landscaping adjacent to existing lamppost lighting along Lake Washington Boulevard and Village Parkway.

This is to advise that the City of West Sacramento has approved the above  
 Lead Agency or  Responsible Agency

described project on 1/17/2018 and has made the following determinations regarding the above  
 (date)  
 described project.

1. The project [ will  will not] have a significant effect on the environment.
2.  An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.  
 A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures [ were  were not] made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan [ was  was not] adopted for this project.
5. A statement of Overriding Considerations [ was  was not] adopted for this project.
6. Findings [ were  were not] made pursuant to the provisions of CEQA.

This is to certify that the final EIR with comments and responses and record of project approval, or the negative Declaration, is available to the General Public at:  
City of West Sacramento, Community Development Dept., 1110 West Capitol Avenue, West Sacramento, CA 95691

Signature (Public Agency): \_\_\_\_\_ Title: Associate Planner

Date: January 19, 2018 Date Received for filing at OPR: \_\_\_\_\_

## Continued Project Description

necessary utility extensions, storm drains and irrigation, as well as two driveways (limited to approximately 15 foot curb cuts) intended to designate access into the park site located along Lake Washington Boulevard. Phase II improvements include construction of a treetop adventure ropes course within the existing oak tree grove, as well as support amenities, including a 350 square foot reception building to house an office, equipment storage and public restrooms. This building may expand to up to 1,500 square feet to accommodate retail and concession space and an additional open air/shade structure constructed to support rentals for special events and educational and recreational gatherings. Phase II improvements will also include drinking fountains and parking to accommodate approximately 40 spaces for ropes course and park patrons, a shaded children's play area, picnic tables/benches, bike lock racks and general landscaping and lighting. Phase III Improvements would be completed as funding for projects becomes available and include additional general landscaping and lighting, a kiosk(s) and walking paths beginning near the park entrances and continuing into the property, additional interior walking paths with interpretive signage that focus on stewardship of the oak trees and natural environment and a covered outdoor amphitheater/council ring for group gatherings and outdoor education classes.



MEETING DATE: January 17, 2018

ITEM # 6

**SUBJECT:**

**CONSIDERATION AND AWARD OF THE CONTRACT TO NOMAD TRANSIT LLC,  
A WHOLLY OWNED SUBSIDIARY OF VIA TRANSPORTATION, INC.,  
FOR THE PILOT FLEXIBLE TRANSPORTATION SERVICE**


**INITIATED OR REQUESTED BY:**

[ ] Council [X] Staff

[ ] Other

**REPORT COORDINATED OR PREPARED BY:**

Sarah Strand, Assistant Transportation Planner

  
 Denix Anbiah, Director  
 Public Works Department

ATTACHMENT [X] Yes [ ] No

[ ] Information

[ ] Direction

[X] Action

**OBJECTIVE**

The purpose of this report is to obtain City Council approval for the award of the contract for the Pilot Flexible Transportation Service to NoMad Transit LLC, a wholly owned subsidiary of Via Transportation, Inc., and for the allocation of \$599,001 from the Transportation Development Act (TDA) fund toward said contract.

**RECOMMENDED ACTION**

Staff respectfully recommends that the City Council:

- 1) Find the approval for the award of the contract with NoMad Transit LLC, a wholly owned subsidiary of Via Transportation, Inc., for the City's Pilot Flexible Transportation Service exempt from CEQA under the Class 6 Categorical Exemption of California Code 3 Regulations, Title 14, Division 6, Chapter 3, Section 15306 and direct staff to file a Notice of Exemption.
- 2) Approve the contract with NoMad Transit LLC, a wholly owned subsidiary of Via Transportation, Inc., in the amount of \$720,000 for the City's Pilot Flexible Transportation Service;
- 3) Authorize the City Manager to take any and all actions reasonably necessary to complete the work described in the contract, including the approval of minor contract amendments that, in the opinion of the City Manager and the City Attorney, will not materially alter the purpose of the contract nor increase the total compensation due under the contract; and
- 4) Approve an allocation of \$749,000 from the Transportation Development Act (TDA) Fund in Budget Unit 202-9220-5259 towards the funding of this project.

**BACKGROUND**

On April 19, 2017, staff introduced the Pilot Flexible Transportation Service (the Pilot) as a component of the City's broader Mobility Action Plan (MAP) and City Council authorized the release of a respective Request for Proposals (RFP), which was released from May 26 to June 23, 2017, inviting qualified firms to submit proposals to comprehensively design, deploy, operate, maintain, market and evaluate the Pilot. On July 26, staff requested Council input to further define the Pilot goals and objectives and to inform the selection of a shortlist for advancement in the procurement process. Council provided clear direction that the service coverage area should be citywide, service should be allowed to compete with existing fixed route services, and should avoid paying to simply replace existing trips. In early August, the SACOG Board awarded the City with a TDM Innovations grant in the amount of \$149,999 to support the Pilot. On August 16, City Council approved the selection criteria and staff's recommended shortlist of five (5) proposals for advancement to the evaluation and selection phase.

On September 8, the Evaluation & Selection Panel (the Panel) conducted presentations and interviews with the five (5) shortlisted firms. Based on the selection criteria, the Panel unanimously determined Via Transportation, Inc. (Via) to be the top-ranking proposal. This selection was confirmed in concept by the City Council on November 1, when staff presented an overview of the services set forth by Via in their response to the May 2017 RFP, and at which time Council directed staff to return to Council for consideration of an Award of Contract not to exceed \$749,000 and to consider approving an allocation of up to \$600,000 in reserved TDA funds.

Since then, staff coordinated extensively with NoMad Transit LLC (Via) to negotiate a mutually agreeable contract, included herein with all exhibits as **Attachment 1**, in the amount of **\$720,000**. NoMad Transit LLC is a wholly owned subsidiary of Via Transportation, Inc. and is the Via Group's California operating entity. Via's other operating subsidiaries include Flatiron Transit LLC, which operates Via's New York City market, and River North

Transit LLC, which operates its Chicago market. These entities were created and specifically structured to oversee the Via Group's day-to-day on-demand transit operations. They are fully owned and controlled by Via, and have full access to the parent company's technology, expertise, and personnel, but also carry the business licenses and insurance levels relevant to their respective markets.

### **ANALYSIS**

Under the proposed contract, Via would scale to deploy a city-wide, network-optimized, on-demand rideshare service using ten (10) donated Mercedes Metris vans driven by locally sourced Transportation Network Company (TNC) driver partners. Users will be able to hail a shared ride on the co-branded Via-West Sacramento service using a smartphone app, or by calling to book a ride. In the event demand for the service exceeds the Metris fleet supply, Via will be permitted to invite TNC drivers onto the network using their personal vehicles to maintain a high quality of service.

The Pilot service will be rolled out in three phases: **Phase 1**, the preliminary service design, planning and preparation phase wherein the acquisition and customization of all labor, equipment, technology, and materials necessary to launch the service will occur (2-4 weeks); **Phase 2**, an Initial Launch period (4-6 weeks), wherein service parameters may be adjusted slightly more and scaled up over time alongside initial market analysis and promotions of the service; followed by **Phase 3**, the Full Launch period (~11 months), wherein changes to the service parameters would be more limited as the Pilot operated through the remaining term of the contract, and performance would be continually monitored and reported quarterly, ultimately resulting in a comprehensive Final Performance Evaluation Report, which would be independently completed by the UC Berkeley Transportation Sustainability Research Center (TSRC).

**Phase 1:** Upon notice to proceed, \$81,000 in start-up and service installation fees (Attachment 1, Exhibit C Schedule of Fees) would be due and payable by the City to Via to enable most of the preliminary service design, planning and preparation work. This phase would establish the brand new service operation on the ground in West Sacramento, including the localization and customization of Via's proprietary technology allowing it to operate on the local roadway network. Prior to the rollout of the Pilot service, Via would also grow the local operation through coordinated outreach to key businesses and stakeholders, driver acquisition, procurement of Wheelchair Accessible Vehicle (WAV) services, vehicle delivery and branding, and preliminary development of a marketing plan. Phase 1 would also include targeted outreach to key stakeholders such as YCTD and the regional Bike Share vendor to identify any possible opportunities to encourage multi-modal linked trips in the City.

Staff would return to Council at least one (1) time during Phase 1 to present and obtain Council feedback on final service parameters and quality of service standards anticipated for the initial launch and on the proposed branding design for the Via/West Sacramento co-branding of the Metris fleet.

**Phase 2:** The "Initial Launch" would be initiated with a major launch event and press release, followed by 4 to 6 weeks of operation in key areas of the City as the service is incrementally scaled with calibration based upon local demand data to identify the best parameters for expansion to "Full Launch." During the initial launch period, Via estimates the Pilot service will operate from 7 a.m. to 6 p.m., Monday-Friday, and 9 a.m. to 7 p.m., Saturdays, subject to minor changes based on the actual demand during the initial launch period. Initial base ride cost will be between \$2 and \$5, with discounts and/or promotions made available to users during both the Initial and Full Launch periods.

Any changes to base ride cost or hours of operation will be made in response to Pilot service data, and with the intention of making the service as efficient and cost-effective as possible. The City will retain full authority to approve any changes outside of the base ride cost range described above. As it is the intent of the Pilot to provide a reliable, predictable and consistent, flat-fare transportation service, Via will seek to limit adjustments to the hours of operation and fares.

Staff would return to Council at least one (1) time during Phase 2 to present initial performance and ridership data from the Initial Launch period, as well as any proposed alterations to the baseline service parameters or quality of service standards in light of data collected during the initial launch. To avoid delays in the roll-out of the service, staff proposes that the City Manager be authorized to approve any alterations to the Pilot service for Full Launch, except for those deemed substantial and subject to Council approval, including expansions beyond the City boundary or increasing fares beyond \$5.

**Phase 3:** Following the Initial Launch period, the Full Launch would continue for roughly 11 months for the remainder of the Pilot, with limited adjustments based upon user data and feedback intended to optimize the service. At full launch, service will be scaled up to be available Citywide and operate from



roughly 7 a.m. to 10 p.m., Monday-Friday, and 9 a.m. to 10 p.m., Saturdays. Throughout the course of the Pilot, Via will provide regular updates on performance, discussed further below, and will consult regularly with the City on potential improvements to the service, additional marketing or promotion opportunities, rider feedback, and any issues that may have emerged.

The lion's share of funds for this project (\$461,000) will be committed to rider subsidies, which encompasses wages and acquisition incentives owed to TNC and WAV driver partners, costs associated with driver-related compliance, subsidies for promotional fares, insurance and storage, maintenance and repair for the Metris fleet. Cost will range due to incentive-based compensation and promotions intended to acquire, retain and/or operationalize drivers and riders of the Pilot transportation service. All purchased transportation costs will be substantiated to the City in monthly billings.

Staff would return to Council three (3) times during the Full Launch period to provide updates on the performance of the service. Toward the end of the contract term (roughly month 10), staff would present sufficient information for the City Council to consider extending the term of the Pilot service beyond the allotted 12 months to allow service to continue uninterrupted during the completion of the UC Berkeley subcontracted Final Performance Evaluation Report. As further discussed below, dependent upon the success of the Pilot and the level of ridership it receives, this extension may require no additional funds if the \$461,000 allotted for rider subsidies has not been depleted and/or the City may elect to reinvest revenues collected from fares on the service, which will be remitted to the City monthly. Upon completion of the Final Performance Evaluation Report, staff would return to present findings and present a recommendation for Council to either renew or not to renew a contract with Via to continue the service.

#### Compliance with TNC Regulations

Via and all independently contracted TNC driver partners registered on the Via platform to drivers in service of the Pilot will be required to comply with all state laws and regulations, specifically related to TNCs as set forth by the California Public Utilities Commission. These regulations include standards for driver background checks, insurance coverage, and vehicle standards.

#### Authority to Adjust Pilot Service Parameters

A critical feature of the Via platform is its dynamic and real-time response to demand, which requires a certain level of flexibility for Via to be able to manage day to day operations on the fly and make minor adjustments to certain aspects of service in order to develop the optimal approach to service in West Sacramento, especially during the Initial Launch period. For instance, to maintain a cost effective service, Via will manage the driver/fleet supply on the network at certain times, and may make minor adjustments to the hours of operation, fares or promotions (within the range of \$2 to \$5).

To strike a balance between delegating day-to-day operations to Via with retaining some City oversight of key service standards which may hold policy implications, staff is proposing that the City delegate authority to the City Manager to make decisions regarding service changes, and at his discretion escalate any changes he deems fit to City Council for additional consideration or approval. Staff suggests that such changes likely to be subject to Council approval would include any adjustment to the citywide service coverage area or increasing fares to an amount greater than \$5. Whereas, if Council agrees, other changes such as adding Sunday service or expanding hours of operation to focus more on late-night service could be subject to City Manager discretion to approve. Per the proposed contract, Via is obligated to coordinate with City staff to provide any necessary information to obtain Council approval for any change in service for which the City Manager would see fit.

#### Performance Monitoring & Reporting

Throughout the life of the Pilot, staff will receive regular ridership reports and will hold weekly to bi-weekly calls with the Via Deployment Manager to stay abreast of the performance of the Pilot and facilitate the deployment and expansion of the service. Three (3) Quarterly Performance (QP) reports will be provided by Via to staff no later than one (1) month following each consecutive 3 months of service, starting from the initial launch. Staff intends to provide updates to Council following receipt of the second QP, roughly 7 months from the initial launch date, and a more detailed presentation following receipt of the third QP, roughly 10 months into the Pilot in order to contemplate extending service, as described above, to avoid a gap in service while the Final Performance Evaluation Report is completed following month 12 of service. The Final report is discussed in detail in the Scope of Work (Attachment 1, Exhibit A, pages 14-17) and will broadly assess the environmental, social, and economic impacts of the Pilot, including an evaluation of the Pilot's capacity to reduce single-occupancy vehicle miles travelled (SOVMT) and related greenhouse gas emissions.

### Revenue Retention, Reinvestment, & Contract Renewal Options

The conditions of the proposed contract will require all revenues from fares paid into the Pilot service to be relinquished monthly to the City. The City Council may elect to reinvest the revenues into the Pilot for various reasons, including expansion of services during the life of the Pilot should demand grow beyond expectations, extension of the contract beyond the completion of the Final Performance Evaluation Report, renewal of a second year of service and/or to offset the cost of the Pilot should Council choose to discontinue the service. It should also be noted that Via would be operating at-cost for the course of the Pilot in the interest of establishing and growing their service in the City, and perhaps the region if it proves highly successful.

Upon receipt of the third Quarterly Performance report, staff would propose that Council consider approving the reinvestment of the reserved revenue into the Pilot service beyond the one (1) year mark, contingent on satisfactory performance, to avoid a gap in service until UC Berkeley completes the detailed Final Performance Evaluation Report, which will enable City Council to contemplate renewing the Pilot service for another year.

The cost of sustaining service for one or more additional years will be highly dependent on multiple factors including: the actual demand that manifests for the Pilot service in Year 1, the fares riders are willing to pay and the City endorses, the level of promotions and discounts provided, partnerships with major employers or businesses, or changes to levels of service (i.e., changes to coverage area, days/hours of operation). For example, the cost of some promotions (discounted fares) may be covered through local business partnerships. For instance, if a restaurant within the City desired to run a promotion offering free rides to their restaurant to help alleviate parking demand, they could pay toward a limited number of rider subsidies, both encouraging use of the new service while also offsetting some cost to the City.

Nonetheless, Via anticipates that, should the City continue service into future years, annual costs would be notably less due to the elimination of tasks associated with establishing the brand new service and conducting the robust performance evaluation which would be isolated to the Pilot year in the current contract. Excluding said additional tasks, the current contract utilizes roughly \$500,000 toward actual operating expenses. Further, any revenues from fares would also be used to offset the cost of service. As such, if Via provided 60,000 rides in a year at \$2.50 a ride, that would reduce the cost of the service by \$150,000 down to \$350,000. If ridership were greater, then fares would continue to provide relative reductions in the total cost to the City. Again, any reinvestment of revenues from fares collected would remain subject to City Council approval.

On an annual basis, Council may elect to renew a contract with NoMad Transit LLC with terms to be mutually agreed upon and contingent upon satisfactory performance for up to a total of five (5) consecutive years.

### Age-Friendly Considerations

During the preliminary service planning, Via will develop a WAV service plan to provide service to people using wheelchairs. This may be accomplished either through a subcontract with a taxi or livery company, or by retrofitting a Metris fleet vehicle, as to be determined by Via in advance of the initial launch. Upon the initial launch, a phone booking option will also be available for users without access to a Smartphone. Further, through surveys of both users and non-users of the Pilot service, the Final Performance Evaluation Report will evaluate what, if any, impacts the Pilot service had on paratransit ridership.

### Next Steps

Upon Council's approval of awarding this contract, staff would issue a NTP to Via pending receipt of written NTP from SACOG, per the terms of the pending TDM Innovation sub-recipient grant agreement. The sub-recipient agreement with SACOG will be backdated to January 1, 2018. Upon Via's receipt of the NTP, they would spend roughly 2-4 weeks preparing for the Initial Launch, which staff anticipates would occur no later than April 2018. The Final Launch period would commence no later than June 2018 and continue for roughly 11 months.

### Commission Recommendation

On August 15, 2017, staff presented on the Pilot Flexible Transportation Service to the Transportation, Mobility & Infrastructure (TMI) Commission.

### Strategic Plan Integration

This project advances the 2017 Strategic Plan Management Agenda item, "Mobility Action Plan."

### Environmental Considerations

This project is Categorical Exempt under Class 6, Guidelines Section 15306 (Information Collection) of CEQA, because the Pilot project will focus on data collection, research and evaluation activities which do not result in a serious or major disturbance to an environmental resource and will inform the City's consideration of approving and funding the service for additional years. A Notice of Exemption will be filed with the County Clerk's Office.

Alternatives

The Council's primary alternatives are:

1. Staff recommends that the City Council:
  - I. Find the approval for the award of the contract with NoMad Transit LLC, a wholly owned subsidiary of Via Transportation, Inc., for the City's Pilot Flexible Transportation Service exempt from CEQA under the Class 6 Categorical Exemption of California Code 3 Regulations, Title 14, Division 6, Chapter 3, Section 15306 and direct staff to file a Notice of Exemption;
  - II. Approve the contract with NoMad Transit LLC, a wholly owned subsidiary of Via Transportation, Inc., in the amount of \$720,000 for the City's Pilot Flexible Transportation Service;
  - III. Authorize the City Manager to take any and all actions reasonably necessary to complete the work described in the Contract, including the approval of minor Contract amendments that, in the opinion of the City Manager and the City Attorney, will not materially alter the purpose of the Contract nor increase the total compensation due under the contract; and
  - IV. Approve an allocation of \$599,001 from the Transportation Development Act (TDA) Fund toward the completion of this project.
2. Council may choose to make adjustment to the scope of work for this contract. This alternative is not recommended as staff has negotiated extensively with Via to structure the current scope of work within the limits of the project budget. Changes to the scope of work would result in delays to the project.
3. Council may elect not to approve this contract at this time. This alternative is not recommended, as it would result in no progress made toward the project, nor the strategic goals it helps advance.

Coordination and Review

This report and its attachments received extensive legal review by the City Attorney's office and were coordinated with the City Administrative Services Department and SACOG staff.

Budget/Cost Impact

The total cost of this project is \$749,000 funded by a \$149,999 SACOG TDM Innovation Grant and a proposed \$599,001 requested from the reserved TDA fund, pending Council allocation of said funds. A breakdown of the costs to implement the Pilot Flexible Transportation Service is as follows:

Contract for Services with NoMad Transit LLC:	\$720,000
Project Oversight and Staff Time:	\$29,000
<hr/> Total Project Cost:	<hr/> \$749,000

Staff proposes using a combination of State Transit Assistance (STA) and Local Transportation Funds (LTF) in an amount of \$599,001, which would also cover the 11.47% local match (\$17,205) required for the SACOG TDM Innovation grant, which are federalized Congestion Mitigation and Air Quality (CMAQ) funds. Project oversight and staff time in the amount of \$29,000 would be paid for in arrears out of the \$149,999 in SACOG grant funding. As of June 30, 2017, the total unrestricted fund balance in the TDA Fund was approximately \$5 million.

ATTACHMENT(S)

- 1) Contract for Services with NoMad Transit LLC

**CONTRACT FOR SERVICES**

THIS CONTRACT is made on January 17<sup>th</sup>, 2018, by and between the CITY OF WEST SACRAMENTO ("City"), and Nomad Transit LLC ("Consultant"), a wholly owned subsidiary of Via Transportation, Inc. (collectively, the "Parties").

**WITNESSETH:**

WHEREAS, the City desires the provision of citywide transportation services, along with the technology, and professional services for the design, marketing, launch, operation, maintenance, and performance evaluation of the Pilot Flexible Transportation Service, as described in the Request for Proposals dated May 26, 2017 (the "Pilot"); and,

WHEREAS, Via Transportation, Inc., the parent company of the Consultant, has presented a proposal for such services to the City, dated June 22, 2017; and,

WHEREAS, not later than the Initial Launch Date, the Consultant shall be duly licensed, qualified and experienced to perform the services set forth in the Request for Proposals and this Contract; and,

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

**1. SCOPE OF SERVICES:**

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

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

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials



needed, and that its decision to execute this Contract is based on such independent investigation and research.

## 2. PERFORMANCE PERIOD:

A. The services of Consultant are to commence promptly upon receipt of written notice to proceed from the City, or on such later date indicated by such notice, and shall be undertaken and completed in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as **Exhibit "B"**.

B. Consultant's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 4.

C. Consultant shall commence transportation services (starting with Task 3.1 – Initial Launch & Launch Event) within 12 weeks from its receipt of the Notice to Proceed from the City (unless otherwise mutually agreed), and not later than six (6) months of the execution of this Contract. Transportation services shall commence in accordance with the schedule, milestones, and service parameters set forth by **Exhibit "A"** and **Exhibit "B"**. The date Consultant commences with transportation services shall be known as the "Initial Launch Date." Consultant shall provide transportation services for fifty-two (52) weeks from the Initial Launch Date, subject to earlier termination in accordance with this Contract.

D. This Contract shall terminate upon completion of Task 5 of the Scope of Work as set forth therein, to the City's reasonable satisfaction. However, the Parties may extend the term of this Contract by less than one year by mutual written agreement in the manner provided in Section 6, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 4.

E. By mutual agreement, this Contract may be extended annually for a total of up to five (5) additional years. Each party may condition this Contract's extension on certain changes to the then-effective terms. Furthermore, City may condition extensions on Consultant meeting performance benchmarks and the availability of funds.

## 3. CHANGES IN SERVICE:

Consultant shall perform all services in accordance with the Schedule of Performance set forth in **Exhibit "B"**; however, the Parties acknowledge that the nature of the service is dynamic and subject to potential changes to maximize ridership, reduce costs, and/or enhance mobility. The Parties shall meet periodically, in accordance with the Scope of Work, to determine whether adjustments should be made to the Schedule of Performance or to the Pilot service parameters. Upon agreement of the Parties, the services may be modified. City staff has the right to determine whether a particular modification requires City approval. The Consultant shall provide such information as City staff requires in connection with any request for a modification. Under no circumstance will the cost of the Contract exceed the maximum compensation set forth in Section 4.

#### 4. COMPENSATION:

A. The Consultant shall be paid monthly in arrears for the actual fees, costs and expenses, including but not limited to purchased transportation services, time and materials for any reports generated as a result of the Scope of Work, and otherwise as set forth in the Schedule of Fees, but in no event shall total compensation exceed seven hundred and twenty thousand (\$720,000) dollars, without City's prior written approval. Consultant's fees shall be as specified in the Schedule of Fees, which is attached hereto and incorporated herein as **Exhibit "C"**.

B. Said amounts shall be paid by City upon submittal of Consultant's monthly invoices provided in accordance with Task 1.3, and in no event later than 30 days from its receipt thereof, subject to the following sentence. If Consultant's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant's failure to perform in conformity with the Schedule of Performance is a documented result of the City's failure to conform with the Schedule of Performance or other Contract Documents, or if the Schedule of Performance is modified pursuant to Section 3.

C. Payment for labor shall be based upon the amounts computed by multiplying the appropriate hourly rates set forth in the Schedule of Fees by the number of direct labor hours performed, which rates shall include wages, overhead, general and administrative expenses. Fractional parts of an hour shall be payable on a prorated basis. The hourly rates specified in this contract are the rates at which the City shall be invoiced for labor hereunder and are not necessarily the rates which Contractor shall pay its employees.

D. Payment for materials shall be based upon the allowable costs of direct materials as substantiated in accordance with standard accounting practices. Reasonable and allocable material handling costs may be included in the charge for material at cost to the extent they are clearly excluded from hourly rates. Consultant shall support all material costs claimed by submitting paid invoices, receipts or by other substantiation acceptable to the City. Direct materials are defined as those materials which enter directly into the end work product or deliverables, or which are used or consumed directly in connection with the furnishing of said deliverables.

E. Payment for purchased transportation services shall be reimbursed to the Consultant based upon the actual transportation services rendered by Transportation Network Company (TNC) driver partners independently contracted by the Consultant or subcontracted Wheelchair Accessible Vehicle (WAV) services and shall include wages and driver acquisition incentives owed to TNC and WAV driver partners, and overhead costs such as insurance, storage, maintenance and repair of the Metris fleet vehicles, subsidies for promotional fares, and costs associated with driver-related compliance. Costs will range due to incentive-based compensation and promotions intended to acquire, retain and/or operationalize drivers and riders of the Pilot transportation service. All purchased transportation costs will be substantiated to the City in monthly billings.

F. If the work is halted at the request of the City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 5.

G. During the term of the Contract, all Pilot service revenue shall be collected by the Consultant through a distinct payment processor subaccount, distinct from other subaccounts maintained by Consultant. On a monthly basis, Consultant shall transfer to the City the revenue collected through said sub-account. The service revenues will be deposited into the Transportation Development Act (TDA) Fund. The City Council may appropriate the revenues from the Pilot program to offset the costs paid by the TDA Funds or reinvest into growing the Pilot. At the expiration or earlier termination of the Contract, all unspent service revenue remaining with the Consultant shall be remitted to the City within sixty (60) days.

## **5. TERMINATION:**

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

B. The City may temporarily suspend this Contract, at no additional cost to City, provided that the Consultant is given reasonable advance written notice of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract. If such suspension(s) exceed seven (7) consecutive days or 14 days in the aggregate over the course of this Contract, (i) Consultant shall be compensated as set forth in **Exhibit "C"** and (ii) Consultant may, at its discretion, terminate this Contract with immediate effect at any time thereafter by written notice to the City.

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

D. In the event of termination, the Consultant shall be compensated as provided for in this Contract (including the Schedule of Fees), except as provided in Section 5C. Upon termination, the City shall be entitled to all UCB Deliverables to the extent they exist, pursuant to the terms of Section 22.

## **6. AMENDMENTS, CHANGES OR MODIFICATIONS:**

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

## **7. EXTENSIONS OF TIME:**

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached Scope of Work in the manner provided in Section 4 and Section 6.

## **8. COMPLIANCE WITH LAWS:**

A. Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, shall commit no trespass on any public or private property in performing any of the work authorized by this Contract, and shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

B. Consultant acknowledges that federal, state, and local grants contribute to or comprise the compensation for the services set forth in this Contract. Consultant agrees to comply with the terms of the those grants, including but not limited to relevant federal, state and local laws and requirements. The terms of the grants are attached hereto as **Exhibit "D"** and incorporated in this Contract as though fully set forth herein.

## **9. WARRANTIES AND RESPONSIBILITIES – CONSULTANT:**

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Consultant's profession and warrants to the City that it is, or on the Initial Launch Date shall be, licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this Contract.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law in accordance with Section 8A hereof.

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

D. Consultant shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant

materially fail or refuse to perform promptly its obligations, and fail to cure the breach within thirty (30) days of notice received from the City, the City may render or undertake performance thereof in a commercially reasonable manner and Consultant shall be liable for any reasonable expenses thereby incurred by City, minus the fees and expenses Consultant would otherwise have been paid by City to Consultant for such performance in accordance with the Schedule of Fees.

#### **10. SUBCONTRACTING:**

A. None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. The City hereby consents to the following types of entities or individuals as permissible subconsultants or subcontractors of Consultant (referred to herein as "subconsultants" or "subcontractors"): (i) independent contractor driver partners of Consultant; (ii) vehicle supply partners of Consultant offering vehicle leasing options to such driver partners; (iii) third-party technology vendors offering solutions integrated by Consultant into its technology solution or otherwise used by Consultant; (iv) the University of California at Berkeley's Sustainable Transportation Research Center ("UCB"), as more fully set forth in Task 5 of the Scope of Work; and (v) WAV service providers. Notwithstanding the foregoing, none of the entities or individuals described under clauses (i), (ii) or (iii) above shall be subject (as subcontractors, subconsultants, contractors or otherwise) to the provisions of Sections 12 and 21 of this Contract.

B. Consultant shall ensure that any independent contractor driver partner retained for driving services shall conduct background checks prior to registering each driver partner on its ridesharing platform, and reject the application of any applicant whose background check flags any of the offenses mandating rejection pursuant to Section 5445.2 of the Public Utilities Code. Consultant shall further ensure that any independent contractor driver partner obtain and maintain the insurance set forth in Section 15.B.3.c for the duration of the transportation services. Consultant's failure to comply with the provisions of this section shall constitute negligence.

C. Consultant's obligation to pay its subconsultant(s) and subcontractor(s) is an independent obligation from City's obligation to make payments to the Consultant.

#### **11. ASSIGNABILITY:**

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

**12. INTEREST IN CONTRACT:**

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

B. Notwithstanding the foregoing, with respect to Consultant's subcontractor UCB, the covenants in this section only apply to UCB personnel providing any services or support to the Pilot.

**13. LIABILITY OF CONSULTANT-NEGLIGENCE:**

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

**14. INDEMNITY AND LITIGATION COSTS:**

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

B. Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses up to \$7,000,000.00 or the limit of the Consultant's insurance coverage (whichever is the greater amount), including without limitation court costs and reasonable, documented attorneys' fees, to the extent arising from the negligent acts or



negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract of any of Consultant's subconsultants and subcontractors, except such loss or damage to the extent caused by the negligence or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this Contract.

C. Consultant's duty to indemnify, hold harmless, and defend under this Contract shall include payment for all reasonable, documented costs and expenses associated with providing City a defense regardless of whether Consultant remains in control of such defense or City elects to control its defense by selecting supervising its own attorney.

D. If any of the provisions to indemnify a party against liability, loss or damage would be prohibited by or unenforceable under the law of the State of California for any reason, the indemnity provided by such provision shall be deemed to be limited to and operative only to the maximum extent permitted by law. The provisions of this subsection shall under no circumstances be interpreted as limiting in any manner the obligations of any insurer under any insurance policy maintained in accordance with the terms of this Contract.

#### **15. CONSULTANT TO PROVIDE INSURANCE:**

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

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish the City with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Contract. The Consultant and its contractors, subconsultants and subcontractors (as applicable) shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy complying with the requirements herein. The maintenance by Consultant and its contractors, subconsultants and subcontractors (as applicable) of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors, subconsultants or subcontractors (as applicable) to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant. Notwithstanding the foregoing, if the Consultant maintains in full force the policies of insurance specified in this Section such that their scope covers the work subcontract to entities (i), (ii), or (iii) as defined in Section 10A, then said entities (i), (ii), or (iii) need not be subject to the provisions this Section.

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

- a. Worker's Compensation - Insurance to protect the Consultant, its employees, contractors, subconsultants and subcontractors (as applicable) from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations.
- b. Consultant shall provide a Waiver of Subrogation endorsement in favor of the City, its officers, officials, employees, agents and volunteers for losses arising from work performed by the Consultant.

2. Commercial General Liability Insurance

- a. The insurance shall be provided on form CG0001, or its equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **\$1,000,000.00** per occurrence and **\$2,000,000** in the aggregate.
- b. The commercial general liability insurance shall also include the following:
  - i. Endorsement equivalent to CG 2010 1185 naming the City, its officers, officials, employees, agents, and volunteers as additional insureds. The endorsement shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
  - ii. Endorsement stating insurance provided to the City shall be primary as respects the City, its officers, officials, employees and any insurance or self insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.
  - iii. Provision or endorsement stating that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3. Commercial Automobile Insurance

- a. The insurance shall include, but shall not be limited to, coverage for claims for bodily injury or property damage for

owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees agents, independent contractor driver partners, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **\$1,000,000.00** per accident.

- b. The commercial automobile insurance shall include the same endorsements required for the commercial general liability policy (see Section 15.B.2.b).
- c. Notwithstanding the foregoing, independent contractor driver partners shall maintain insurance coverage in accordance with state law, including all insurance requirements for Transportation Network Company (TNC) drivers set forth by the California Public Utilities Commission.

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

C. Notwithstanding the foregoing, City acknowledges that Consultant's subcontractor UCB is self-insured, but otherwise complies with the requirements herein to the extent applicable. Evidence of UCB's coverage is set forth at: <http://www.ucop.edu/risk-services/riskfinancing-claims/certificates-of-insurance.html>.

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

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

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

#### **16. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION:**

A. Consultant warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any City employee. For breach or violation of this warranty, City shall have the right in its discretion to: terminate the contract without liability; to pay only for the value of the work actually

performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

**17. LOBBYING PROHIBITION:**

Consultant certifies to the best of his or her knowledge and belief that:

A. No state, federal or local agency appropriated funds have been paid, or will be paid by or on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

D. Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

**18. STATEMENT OF COMPLIANCE – NONDISCRIMINATION:**

A. Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition

(e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation - Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. The Consultant, with regard to the work performed by it during the Contract shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Contract covers a program whose goal is employment.

#### **19. DEBARMENT AND SUSPENSION CERTIFICATION:**

A. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to City.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

## **20. FUNDING REQUIREMENTS:**

A. It is mutually understood between the parties that this Contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

B. This Contract is valid and enforceable only, if sufficient funds are made available to City for the purpose of this Contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or City governing board that may affect the provisions, terms, or funding of this contract in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this Contract may be amended to reflect any reduction in funds, provided that Consultant may terminate the Contract if it determines the remaining funds are not sufficient to perform the Work. In no event shall Consultant be obligated to perform any work for which City has not appropriated funds corresponding to Consultant's compensation hereunder. The City acknowledges that, in the event of a reduction in funds, the Pilot performance standards and service parameters will need to be readjusted accordingly.

D. City has the option to void the Contract under the termination clause, or by mutual agreement to amend the Contract to reflect any reduction of funds.

## **21. INSPECTION OF WORK:**

Consultant and any subconsultant shall permit City, the state, and the Federal Highway Administration to review and inspect the project activities at all reasonable times during the performance period of this contract.

## **22. OWNERSHIP OF DATA; INTELLECTUAL PROPERTY:**

A. Consultant will perform the Work utilizing its software applications, as described in the Scope of Work. Notwithstanding anything to the contrary herein, all intellectual property rights in and to Consultant's software applications, the other elements of Consultant's cloud-based solution and all of their derivative works and improvements are owned by, and are proprietary to Consultant, and no such rights are or shall be granted to or transferred to City or any other person or entity.



B. It is mutually agreed that all intellectual property rights in and to the information input by or on behalf of passengers into Consultant's solutions for purposes of the Pilot ("Customer Data") are co-owned by the City and Consultant. Customer Data excludes de-identified, anonymized and/or aggregated data generated from the use of Consultant's solutions or created by Consultant. For the avoidance of doubt, Consultant may, and is hereby granted the right to, access, modify, and use the Customer Data, including for purposes of performing Consultant's obligations under this Contract and/or to improve its product and services offerings, including the Work. The City may not use Customer Data or any other data generated from the Work to reverse engineer Consultant's solutions or algorithms or share such data with Consultant's competitors.

C. Notwithstanding anything to the contrary herein, Consultant is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by City of the machine-readable information and data provided by Consultant under this contract; further, Consultant is not liable for claims, liabilities, or losses arising out of, or connected with any use by City of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by Consultant.

D. *Ownership of UCB Work Product.* The Parties agree as follows (and Consultant shall agree the same with UCB) with respect to the Work subcontracted to UCB:

1. All deliverables explicitly listed as such and required to be delivered under Task 5.4 of **Exhibit "A"** – Scope of Work ("UCB Deliverables") will become the property of City. City reserves the right to publish, disseminate and otherwise use UCB Deliverables developed under the terms of this Contract. City grants UCB a non-transferable, non-exclusive, irrevocable, worldwide, royalty-free license to use, reproduce, publish, or re-publish, or otherwise disseminate such UCB Deliverables its own for non-commercial purposes.

2. Notwithstanding the above, UCB shall own the entire right, title and interest, including all intellectual property rights and copyrights (other than UCB Deliverables), in and to all materials, inventions, works of authorship, software, information and data conceived or developed by UCB in the performance of this project.

3. In consideration of City's support of this work, and to the extent that UCB has the right to grant such a license, when publications or similar materials are developed from work supported in whole or in part by City under this Agreement, UCB shall grant to City a non-transferable, nonexclusive, irrevocable, worldwide, royalty-free license to use, reproduce, publish, or re-publish, or otherwise disseminate such copyrighted or copyrightable materials for non-commercial purposes.

4. City understands that the California Education Code Section 92000 provides that the name "University of California" is the property of the State of California and that no person shall use that name without the permission of The Regents of the University of California.

### **23. MATERIALS CONFIDENTIAL:**

A. All financial, statistical, personal, technical, or other data and information relative to City's operations, which are designated confidential by City and made available to Consultant in order to carry out this contract, shall be protected by Consultant from unauthorized use and disclosure, other than to Consultant's own personnel involved in the performance of this contract, Consultant's subconsultants or subcontractors, at public hearings or in response to questions from a Legislative committee, or otherwise to the extent required by applicable law.

B. Consultant shall not comment publicly to the press or any other media regarding the contract or City's actions on the same, except to City's staff, Consultant's own personnel involved in the performance of this contract, Consultant's subconsultants or subcontractors, at public hearings or in response to questions from a Legislative committee, or otherwise to the extent required by applicable law.

C. Notwithstanding the terms of Section 23.B, the Parties shall have the right to mention this Contract and related performance metrics in future marketing and promotional materials, subject to the terms set forth in Section 23.A.

D. The City is subject to the California Public Records Act ("PRA"). In the event that the City receives a PRA request for any record prepared by Consultant during the performance of this Contract, the City will endeavor to provide Consultant timely notice of such a request to enable Consultant to protect its confidential information under any applicable exemption for trade secrets, including by seeking a protective order, to the extent possible under applicable law. In the absence of such a request, the City shall protect the confidentiality of all information and data provided or made available by Consultant (including Customer Data) and shall not publish or disclose it to any person or entity other than City's staff who need to know such information for the purpose of the performance of their duties and to the extent required by applicable law.

### **24. MISCELLANEOUS PROVISIONS:**

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

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

C. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and

until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

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

City: 1110 W Capitol Ave, 1<sup>st</sup> Floor  
West Sacramento, CA 95691  
Attention: Sarah Strand, Transportation Division

Consultant: 10 Crosby St., 2nd Floor  
New York, NY 10013  
Attention: Legal Affairs

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

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

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

CITY OF WEST SACRAMENTO:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

CONSULTANT:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

## **EXHIBIT A**

### **SCOPE OF WORK**

The Pilot Flexible Transportation Service (“the Pilot” or “Pilot service”) is a one (1) year pilot providing a fully dynamic, on-demand ridesharing service. The goals of the Pilot are to test, study and evaluate the performance of the service based upon overall ridership, user feedback, estimated reductions in vehicle miles travelled, increases in multi-modal linked trips, impacts to or synergies with other existing mobility services, and other social and environmental impacts.

The Consultant will leverage proprietary technology to assist in the design, deployment, operations, maintenance, marketing and evaluation. The Pilot service is intended to be flexible, allowing the network to dynamically adapt and respond to demand in real-time by using optimized routes and maximizing passengers per vehicle and per trip. Regular performance monitoring and reporting will be used to assess operations and allow for mutually agreed upon adjustments to the service at any time during the Pilot to bolster awareness, ridership, or accommodate new or shifting demand.

#### **Task 1. Project Management & Administration**

##### **Task 1.1 Detailed Work Plan & Schedule**

The Consultant will develop and maintain a detailed work plan and schedule for submission to the City Project Manager no later than 15 business days after the Notice to Proceed, which will seek to refine and keep up-to-date the following:

- Key Consultant and Subconsultant staff assignments, by task/subtask
- Identify and maintain schedule of start and stop dates for each task/subtask
- Identify key milestones and define expected deliverables/results

##### ***Deliverables:***

- Detailed Work Plan & Schedule Documents
- Updates to Documents

##### **Task 1.2 Regular Staff Briefings**

The Consultant Project Manager shall conduct and schedule regular staff briefings (“briefings”), by phone or in person, to report on Pilot service performance, completed tasks, deliverables, and all issues encountered and resolved during the period since the previous briefing, with an explanation and revised schedule for any unmet tasks and/or deliverables. The briefing shall also provide an overview of activities and expected deliverables for the upcoming 1-month period.

Briefings will occur no less than weekly for the duration of the four (4) weeks leading up to, and for 4 weeks following, the "Initial Launch" date, unless otherwise agreed upon by the City Project Manager. For the remainder of the term of the Contract, Consultant shall provide bi-weekly briefings to the City Project Manager, unless otherwise agreed upon by the City Project Manager.

***Deliverables:***

- Weekly and Bi-Weekly meetings
- Meeting agendas, notes, and action items

**Task 1.3 Monthly Invoicing & Progress Reports**

The Consultant shall submit to the City Project Manager invoices monthly on the 15th of each month (or the next business day if a weekend or holiday), to include expenses for the preceding month, with the billing period beginning and ending in the same calendar month. Monthly invoices will be billed in accordance with the fee schedule included as **Exhibit C**.

Invoices shall include all receipts for authorized materials, Subconsultant invoices and itemized costs by task/subtask monthly, including identification of each employee or Subconsultant staff that provided services during the period of the invoice, the date of work performed, the number of hours worked, and the hourly rates for each Consultant or Subconsultant staff.

***Deliverables:***

- Monthly Invoices
- Supporting Billing Documentation

**Task 1.4 General Project Management**

Consultant will take responsibility for project management on a continuous basis during the course of the project and will designate a Project Manager in accordance with Section 9C of the Contract to coordinate all required deliverables and perform all work described herein. The Consultant Project Manager will be empowered to enact decisions related to the project on the Consultant's behalf, and will serve as the primary point of contact with the City Project Manager on an ongoing basis. The Consultant shall oversee Subconsultant activities and will ensure that all subcontracted staff performing tasks have the appropriate skill levels and credentials.

Consultant shall commit to attending in-person at least (3) City Council meetings or major Pilot-related events over the term of the Contract to provide staff support at key milestones, which may include service Launch Events, the presentation to Council of the Quarterly Performance Report provided 6 months into the Pilot service, and presentation to Council of the Final Performance Evaluation Report findings and recommendations. The City will give the Consultant at least four (4) weeks advance notice of such events.



The City will also designate a Project Manager to be the primary point of contact with Consultant throughout the Pilot duration. The Consultant shall keep the City Project Manager abreast of all coordination related to the Pilot with outside agencies with a direct connection to the City or project funding, including both governmental agencies and private organizations, prior to any meeting with any such outside agency or organization.

In addition, the Consultant will appoint members to a project team to assist in executing the Pilot, including personnel with expertise in service scoping, operations, driver onboarding, fleet maintenance, marketing, and data analytics. Leading up to the launch of, and during the course of the Pilot, the Consultant's project team, led by its Project Manager, will be closely engaged with the City in order to ensure that key project deliverables are provided in a timely manner, and that learnings from the Pilot are incorporated into its optimization.

**Onsite support (pre-launch):** Consultant Project Manager will be onsite for at least one (1) week prior to the Initial Launch to oversee the implementation of the service.

**Remote support (post-launch):** For the first month of service, the Consultant Project Manager will lead weekly follow-up calls to review all aspects of the service with City personnel. The Consultant Project Manager will also coordinate additional reviews of key operational topics as mutually decided upon by the Consultant and City.

***Deliverables:***

- Attendance at minimum (3) Council meetings or other major Pilot-related events
- Onsite and remote support including regular calls
- Management and oversight for subcontracts
- General project management

## **Task 2. Preliminary Service Planning, Design & Preparation**

### **Task 2.1 Project Kick-Off Meeting**

At start of pre-launch phase, Consultant shall hold a kick-off meeting with the City Project Manager and relevant City personnel. The meeting will focus on establishing and introducing the Consultant and City project teams, reviewing a work plan and schedule for pre-launch preparations, and beginning detailed work on the Detailed Launch Plan & Service Parameters as defined below.

***Deliverables:***

- Project Kick-off Meeting, including meeting agenda & notes

### **Task 2.2 Detailed Launch Plan & Service Parameters**

Beginning with the Project Kick-off Meeting and extending throughout the pre-launch phase as necessary, Consultant shall work closely with the City to jointly define and finalize all relevant parameters of the service as outlined below. As part of this



collaboration, quality of service standards for the Pilot service will be mutually established in order to create a baseline for monitoring Via's performance.

Over the course of the project, decisions to change key parameters will be made collaboratively, and Via will work with the City to continuously adjust and optimize the system's features and settings in order to ensure that it supports growing ridership. As such, the Baseline Service Parameters defined below may be re-defined or adjusted by mutual agreement between the City and Consultant either in advance of or after the Initial Launch date based on additional data or new information collected. Any changes to the Pilot Service Parameters will be subject to authorization in the manner deemed fit by the City, as further outlined in Section 3 of the Contract.

### **Baseline Service Parameters**

#### **Coverage Area**

At Full Launch, the Pilot will include the entire City, barring those areas deemed inaccessible or infeasible as mutually agreed upon by Consultant and City, such as gated areas around commercial or governmental sites. The Initial Launch zone will serve key areas of the City, balancing overall coverage and quality of service, as Consultant begins gathering real demand data in order to fine-tune deployment elements for Full Launch. This approach is further outlined in **Task 3**.

#### **Accessibility**

##### **Provision of Wheelchair Accessible Vehicles (WAV)**

Upon receiving the Notice to Proceed, Consultant will commence development of a WAV fleet plan that satisfies relevant Federal Transit Administration (FTA) and Americans with Disabilities Act (ADA) requirements - including the equal provision of service to potential Pilot riders of all physical means. To fulfill this goal, Consultant shall cause to be deployed for the Pilot appropriately-trained drivers operating taxi or livery vehicles, or dedicated vehicles specifically deployed for the Pilot.

To indicate their need for a WAV vehicle, a rider will enter a code in the Via app that will prompt the system to dispatch an appropriate vehicle each time the rider makes a request (riders booking by phone, on the other hand, would simply convey their need for a WAV vehicle to the dispatcher, who would make a permanent note in the rider's account). A WAV option will be deployed no later than the Initial Launch Date.

### **Payment Option for Unbanked Users**

The Via system allows users to download the Via app and pay for service directly through the app using a credit card or other stored value card. The Consultant shall work closely with the City to develop a payment option for unbanked users by accepting cash payment and/or stored value cards. A payment option for unbanked users will be deployed no later than the Initial Launch Date.

### **Phone Booking Option**

Via's technology is configured to allow a dispatcher to book rides on behalf of riders, allowing users of all technological abilities and access levels to enjoy the same level of service as those with a smartphone (except for the experience and convenience that is specific to in-app ride ordering and tracking). The Consultant will provide as a feature of the Pilot service a phone number and dedicated dispatchers to book and coordinate rides for users without smartphones. A phone booking option will be available as part of the Pilot service no later than the Initial Launch Date.

Additionally, while Via does not currently support web bookings, this feature may be operational before or during the course of the Pilot, in which case the web booking feature would be made available to the City by the Consultant as part of the Pilot service at no additional cost.

### **Customer Service**

The Consultant shall provide high-quality customer service to both Pilot customers and driver partners during the course of the Pilot. If an issue arises for a customer or driver before, during, or after a ride, parties will be able to reach Consultant staff by text message in real time, or by submitting an email ticket, which will be replied to promptly by Consultant staff. Riders who booked using the dedicated phone line will be able to receive phone support as required.

### **Hours of Operation**

The Pilot will operate Monday through Saturday excluding holidays, for which a mutual decision whether to operate will be made between the City and Consultant. During Initial Launch, the Consultant estimates the Pilot service will operate from 7am to 6pm Monday-Friday, and 9am to 7pm Saturdays, subject to change based on demand data gathered during the initial launch period and subject to mutual decision between the Consultant and City.

Hours will be scaled up for Full Launch, which Consultant estimates will span from 7am to 10pm Monday-Friday and 9am to 10pm Saturdays, subject to change based on additional demand data gathered and subject to mutual decision between the Consultant and City. The Pilot goal will be to provide operating hours as extensive and consistent as possible within reasonable cost, as mutually agreed upon between the Consultant and City. As it is the intent of the Pilot to provide a reliable and predictable service, the Consultant shall seek to limit adjustments to the Hours of Operation to those changes deemed necessary or intended to grow ridership or enhance service.

### **Fares**

Initial base ride cost will be between \$2 and \$5, with discounts and/or promotions made available to users during the Initial Launch and Full Launch periods. Any changes to base ride cost will be made in response to Pilot service data, and with the intention of making the Pilot as efficient and cost-effective as possible while retaining service accessibility. The City will retain full authority to approve any changes outside of the base ride cost range described above. As it is the intent of the Pilot to provide a consistent, flat-fare transportation service, the Consultant shall seek to limit adjustments to the base ride cost to those changes deemed necessary or intended to grow ridership or enhance service.

Fare payment options shall include payment by credit or debit card submitted electronically through the Rider App or submitted through the Via system when a booking is made for a rider over the phone.

### **Fleet/Vehicles**

Consultant will cause a fleet of up to ten (10) new Mercedes Metris vans (the Metris fleet) to be deployed for use in the Pilot.

As necessary, Consultant may also establish a means for independent contractor drivers to drive on the Via platform using their own qualified vehicles (non-Metris fleet), for instance, during times of high demand when the Metris fleet cannot meet total demand. Supply of any non-Metris fleet vehicles on the Pilot network shall be in addition to, and not replacing, the Metris fleet. Before allowing non-Metris fleet vehicles to be added to the Pilot network and provide services for the Pilot, Consultant shall utilize the up to ten (10) new Mercedes Metris vans committed to the Pilot, with the exception of any Metris fleet vehicles unavailable due to regular service or repair. Consultant and City shall mutually agree upon the need for additional vehicles, and shall agree on the standards said vehicles should meet, and factors to be taken into consideration including vehicle age, model type, and condition.

Consultant shall also ensure that the Metris fleet is kept clean, fully mechanically maintained, and service-ready and will create processes designed to ensure that all non-Metris fleet vehicles used in the delivery of service during the Pilot are kept clean, fully mechanically maintained, and service-ready.

### **Drivers**

Qualified and accredited independent contractor drivers will be able to gain access to the Metris fleet vehicles after being registered onto the Via system, enabling these individuals to sign up for specific daily shifts or longer periods of work.

For all Pilot drivers, Consultant shall establish driver registration and certification protocols designed to ensure compliance with applicable laws, regulations, or terms of project funding sources.

### **Smartphone App**

Consultant shall work closely with the City to provide a co-branded Smartphone App. The ultimate appearance of the app will be built upon Via's proprietary rider application to provide a tailored user experience. As mutually agreed upon, the app may suggest locations to customers, or present service announcements, promotions, or discounted pricing through in-app messages or push notifications.

### **Technology Platform**

Via will leverage its powerful suite of apps, real-time operations and administration tools, and data analysis and reporting features to power the Pilot service. This platform will be the same one used to manage each Via service around the world. The Consultant will provide use of the Via technology platform that can, in real time, aggregate riders traveling from multiple origins to multiple destinations in an exceptionally efficient way, while also optimizing the balance between maximizing vehicle utilization across the fleet and maintaining excellent quality of service. The Via system has fully automated ride proposal, booking, and dispatch services, and is accessible by mobile application and, as required, phone bookings. Should Via build the capacity for web-based booking, it shall also be made available to the City.

### ***Deliverables:***

- Final Launch Plan including definition of all Key Service Parameters
- Additional documentation of Parameters, as mutually agreed upon by Consultant and City

### **Task 2.3 Technology Localization & Back-end Systems Setup**

Consultant shall localize all infrastructure technology, including mapping and real-time routing systems, specifically for the Pilot, taking into account local geography and any algorithmic adjustments required in order to achieve system and service efficiency. Back-end operational systems, including those required for driver registration and supply monitoring, will be fully localized and maintained over the course of the Pilot.

#### ***Deliverables:***

- Completion of Technology Localization & Back-end Systems Setup

### **Task 2.4 Driver Acquisition & On-Boarding**

Consultant shall source independent contractor drivers from the community and shall verify that such drivers possess all data and documentation to satisfy Via's standards as well as local and state requirements. Independent contractor drivers will be fully trained by Consultant so as to provide high-quality service, including training on using Via's technology, customer service standards, and customer and driver safety protocol and policies. Drivers will be subject to comprehensive background checks as required by local and state law.

#### ***Deliverables:***

- Drivers fully registered and trained to drive on the Via platform

### **Task 2.5 Vehicle Delivery & Branding**

Consultant shall coordinate the delivery and availability of a fleet of up to 10 Mercedes Metris vehicles such that these vehicles are ready to be driven by independent contractor drivers on the Initial Launch Date. Vehicle preparation will include successful completion of all relevant insurance, registration, licensure, and maintenance requirements. Metris vehicles will have custom co-branding in the form of magnets, vehicle decals, or wrapping so as to be easily recognizable to users of the service. Vehicle branding design will be finalized in collaboration with the City, as further described in Task 4.2.

#### ***Deliverables:***

- Metris fleet with custom co-branding

### **Task 2.6 Develop WAV Service Plan**

Consultant shall develop a WAV fleet plan that satisfies relevant FTA ADA requirements, including the equal provision of service to potential Pilot riders of all physical means. To fulfill this goal, Consultant will either (1) identify and subcontract with wheelchair accessible vehicle (WAV) providers who have personnel that are trained to operate vehicles and equipment safely and to assist and treat individuals with disabilities in a respectful and courteous way, with appropriate attention to the difference among individuals with disabilities, or (2) cause to be deployed dedicated vehicles to be used for the Pilot. Consultant will ensure that any drivers providing WAV service as part of the

Pilot will be trained to operate WAV vehicles and equipment safely, as well as to properly assist and treat individuals with disabilities in a courteous and respectful manner

***Deliverables:***

- WAV fleet plan
- Execution of a subcontract with an appropriate WAV provider, or provision of dedicated WAV vehicles

**Task 2.7 External Stakeholder Coordination Meetings**

City and Consultant will together identify key external stakeholders relevant to or interested in the Pilot (i.e., Yolo County Transportation District, the regional Bike Share vendor, major employers, or the Chamber of Commerce) and set up meetings in advance of the Initial Launch Date in order to gather data and local information relevant to the Pilot, build community support, and identify opportunities to support multi-modal linkages. This initiative will be spearheaded by the City so as to best utilize local relations, with major involvement provided by the Contractor.

***Deliverables:***

- Coordination of and attendance at external stakeholder meetings
- Meeting agendas & notes

**Task 3. Pilot Deployment & Operations**

The Consultant will collaborate with the City of West Sacramento to design and operate a Pilot service that meet the project's operational goals. Consultant will establish a local project team in West Sacramento and will draw on expertise from its New York City-based Operations, Expansion, Growth, and Data Science teams in order to grow and optimize the service across the duration of the Pilot. Consultant will proactively suggest enhancements to the service to improve rider experience, quality of service, and cost per ride. Consultant shall procure all required licenses, permits, and insurance to operate an on-demand rideshare solution in the City of West Sacramento.

**Task 3.1 Initial Launch & Launch Event**

The Initial Launch service will cover key areas of the City and core service hours as mutually agreed upon by the Contractor and City and as initially defined in **Task 2.2**. The purpose of the Initial Launch will be to collect preliminary demand pattern data, usage information, and feedback from city residents and Via riders in order to have substantive data to inform service decisions for expansion to Full Launch. The Initial Launch Period will also be used to drive initial ridership growth and build demand density within key areas of the City in order to make the service as cost-effective as possible. The Initial Launch Period will begin on the "Initial Launch Date", as described in Section 2C of the Contract, and will last for the duration of approximately one (1) continuous month from that date, unless otherwise mutually agreed upon by the Contractor and City. A Launch Event will be held on the Initial Launch Date to raise awareness of the service locally and initiate formal marketing and media outreach.



***Deliverables:***

- Coordination and Completion of Launch Event, including appropriate marketing and media outreach.
- Operation of Initial Service Launch

**Task 3.2 Demand Analysis & Service Expansion Plan**

All data and information collected during the Initial Launch Period (including demand pattern data, usage information, and feedback from city residents and Via riders) will be consolidated by the Consultant and shared with the City during the Initial Launch Period. Said data and City feedback will be used to make adjustments to and finalize Pilot service parameters, as mutually agreed upon by the Consultant and City, in order to make the expansion of the Pilot to Full Launch as efficient and cost-effective as possible. The Consultant shall also develop a mutually agreed upon Service Expansion Plan that will take into account technical recommendations to improve system performance, improve rider quality of service and driver routing, and further optimize system algorithms. The Service Expansion Plan will also account for performance goals and standards mutually agreed upon by the City and the Consultant based upon the Initial Launch Period.

***Deliverables:***

- Initial Launch Analysis Meeting
- Final Service Expansion Plan

**Task 3.3 Full Service Launch, Operations & Maintenance**

Following the Initial Launch and finalization of the Service Expansion Plan, the Consultant shall operationalize the Full Service Launch on the date mutually agreed upon by the Consultant and City, estimated to be one (1) month from the Initial Launch Date. The Consultant shall operate the Full Service for the remainder of the duration of the year-long Pilot, for a total of fifty-two (52) weeks inclusive of the Initial Launch Period, and will expand the Service Coverage Area and Hours of Operation as defined in **Task 2.2**, unless otherwise mutually agreed upon by the Consultant and City. Following the Full Launch, the Consultant shall continue to operate, maintain, and evaluate system data and service information to optimize, iterate on, and scale the service in collaboration with the City.

***Deliverables:***

- Implementation of Service Expansion Plan
- Full Service Launch and ongoing operations

**Task 4. Marketing Plan & Implementation**

**Task 4.1 Draft & Final Marketing Plan**

Consultant shall work closely with the City to develop and refine a unified marketing and promotional program that increases community awareness of the Pilot, and maximizes its success for implementation by Consultant. As reasonable, the City will cooperate with

Consultant to promote the service and create local awareness and will support the Consultant's team by providing useful local insights and leveraging existing marketing platforms to amplify the Pilot. Marketing and branding guidelines, including initial marketing material templates, will be presented by the Consultant to the City for review and approval in advance of finalization and distribution.

Consultant and City shall collaborate on the following key marketing activities during the course of the Pilot:

- Initial collateral and branding development
- Vehicle wrapping/branding design
- Launch press and media campaign
- Rider acquisition campaigns
- Ongoing promotional campaigns
- Partnerships with key City stakeholders and community organizations

***Deliverables:***

- Final Marketing Plan, including branding guidelines

**Task 4.2 Vehicle Branding**

Co-branding of the Metris vehicles, in the form of magnets, vehicle decals, or wrapping, will be an important component of marketing efforts over the course of the Pilot in order to generate local awareness of the service. Consultant will develop the local vehicle branding design, which will be collaboratively finalized through and approved through feedback from the City.

***Deliverables:***

- Draft & Final design(s) for co-branding of Metris vehicles

**Task 4.3 Production of Marketing Collateral**

Per the Marketing Plan developed in **Task 4.1**, marketing and branding guidelines, including initial marketing material templates, will be presented by the Consultant to the City for review ahead of finalization, production, and distribution.

***Deliverables:***

- Marketing Collateral

**Task 4.4 Implement Marketing Plan**

Based on the agreed upon Marketing Plan developed in **Task 4.1**, Consultant shall work closely with the City to implement a range of marketing and promotional subtasks, including the offering of free or discounted rides.

***Deliverables:***

- Implementation of Marketing Plan

## Task 5. Performance Monitoring & Final Evaluation Report

### Task 5.1 Ridership Data Reports

Ridership Data will be provided in the form of a dashboard either sent weekly via email or available online to provide a review of the service's performance across a number of dimensions, including ride volume, average trip duration, and number of rides. Additionally, service trends, including a map of where requests originated from (both inside and outside of the service zone) and the trend of those requests over time, will be provided to enable the City to better understand demand patterns, including the level of unmet demand.

The Consultant shall ensure that Ridership Data is made available to the City Project Manager on a weekly basis, starting one (1) week following the Initial Launch date, unless otherwise agreed upon by the City Project Manager. Ridership Data shall be used to supplement progress updates provided by the Consultant during regular staff briefings. The Consultant will provide the City Project Manager with an overview of the format and content included in the Ridership Data reports in advance of the Initial Launch date. Data to be shared by the Consultant with the City on a weekly basis includes, but is not limited to:

Data	Level of Granularity (Submission Type)
Individual Ride Data	
Unique, anonymous identifier for each traveler	Numerical identifier
Pick-up location request, time, and day of week requested origin	Latitude/longitude; HH:MM:SS; YYYYMMDD
Drop-off location request, time, and day of week requested destination	Latitude/longitude; HH:MM:SS; YYYYMMDD
Number of passengers	Integer
Travel time	MM:SS
Distance of ride	Miles
Vehicle type	Make and model
Fare Paid	Dollar value
WAV ride	Boolean: WAV/Non-WAV ride
User rating of experience and comments	Integer; text comments (if applicable)

Aggregated service data (for a given period)	
Completed rides	Integer
Active drivers	Integer
Driver hours	Number
Utilization	Average rides/vehicle/hour
Average trip duration	MM:SS
Average trip distance	Miles
ETAs to pick-up	Minimum, maximum, median (for a given period)
Performance standards (for a given period)	
Average ETA to pick-up	MM:SS
% of on-time rides	Percentage
% completed rides	Percentage
Rider satisfaction metrics	Average number; text comments
Historical ride trends (over longer periods)	
Overall ride volume	Number of rides
Ride growth	Over a given period, % growth
Top requested origins and destinations	Ranked list
Demand 'heat maps'	Color-coded maps

At the City's request, Consultant shall work in good faith to share other categories of data or types of reports not captured above that the City deems useful for its goal of better understanding travel behavior and mobility needs in West Sacramento, should these categories not raise significant intellectual property or competitive concerns for Consultant.

***Deliverables:***

- Weekly Ridership Data reports

**Task 5.2 Quarterly Performance Reports & Service Adaptation Plans**

In addition to the Ridership Data reports, the Consultant shall compile three (3) Quarterly Performance (QP) reports. Each QP Report will be due no later than four (4) weeks following the end of each quarter, as defined below:



- QP Report #1 will evaluate the Pilot service performance for the first quarter of operation, defined as the three (3) full calendar months following the Initial Launch date.
- QP Report #2 will evaluate the Pilot service performance for the second quarter of operations, defined as calendar months four (4) through six (6) from the Initial Launch date, and will also summarize overall performance and trends for the six (6) full calendar months following the Initial Launch date.
- QP Report #3 will evaluate the Pilot service performance for the third quarter of operations, defined as calendar months seven (7) through nine (9) from the Initial Launch date, and will also summarize overall performance and trends for the nine (9) full calendar months following the Initial Launch date.

The Consultant will work closely with the City to agree on the format and content of the QP Reports in advance of the Initial Launch date.

Included as a component of each QP report, the Consultant shall develop a Service Adaptation Plan, as mutually deemed necessary, to address any recommended or required changes to the Pilot service that would result in enhanced service performance. This would include identifying any changes to service that would be subject to City Council approval in order to sufficiently plan for service changes.

***Deliverables:***

- QP Report Template
- Three (3) Quarterly Performance Reports

**Task 5.3 Performance Standards**

Consultant and City will develop and mutually agree upon performance standards goals ahead of the Full Launch Date, which Consultant shall use commercially reasonable efforts to meet. Such performance goals and standards will be measured on a periodic basis and jointly reevaluated and updated as mutually agreed upon by Consultant and City. City acknowledges that changes to the area of service, hours of service or other relevant parameters of the Pilot may result in a need to reevaluate and update said performance standards goals, accordingly. The agreed upon performance goals and standards will be included as a section in the Service Expansion Plan following the Initial Launch period.

***Deliverables:***

- Performance Goals & Standards Section in Service Expansion Plan
- Revised Performance Standards, as needed

**Task 5.4 Final Evaluation Report**

The Transportation Sustainability Research Center (TSRC) at the University of California, Berkeley will be subcontracted to conduct a performance evaluation of the Pilot flexible transit service. The TSRC evaluation will include impact, travel behavior,

and institutional analysis. The impact analysis will focus on the broader social and environmental benefits of Via's flexible transit service pilot in West Sacramento, including: 1) modal shift, 2) changes in vehicle miles traveled, 3) changes in auto ownership and vehicle occupancies, 4) customer satisfaction, 5) quality of life, and 6) change in household transportation expenditures. The analysis will also include key metrics, such as trips per person, miles per trip, and wait times, as per data provided by Via. The institutional analysis will provide a qualitative assessment of institutional lessons learned during the development and deployment of the pilot program.

### ***Social and Environmental Impact Analysis***

The social and environmental impact analysis will include a survey of Via users as well as non-users in the neighborhoods where the system operates. TSRC will design the surveys in conjunction with the City of West Sacramento and Via. Both surveys will collect baseline socioeconomic information, modal split for commute and non-commute travel, vehicles per household, and parameters of participant's normal commute including time of day, length in miles and time, and routes, as well as expected and unexpected deviations. The rider survey will collect sufficient data metrics to estimate VMT and trip behavior (e.g., reduction/increased accessibility) impacts. Further the survey will aim to assess changes in quality of life and transportation expenditures due to use of the service.

The survey of Via riders will include reasons for taking the Via service, likes, dislikes, and impact on well-being including convenience, wait times, changes in commute time and distance, and willingness to pay for the service. The survey will also inquire regarding how the rider learned about the Via service, top motivations for shifting their commute to the system, and how many trips have been taken using Via (such as 1st trip, 2-10 trips, 11-25 trips, over 25 trips). The survey of the general population in the neighborhoods where Via operates will inquire, if the participants are aware of the Via service, how they learned about it, why they do not use the system, and what changes to the system would encourage them to give it a try. TSRC will work with the City of West Sacramento and Via in the development of performance metrics and the compilation of the final report to aid the city in assessing whether service should be extended or discontinued at the conclusion of the pilot.

TSRC will implement a mixed mode survey design consisting of both online and intercept survey methods to maximize the survey response and to eliminate survey bias. There will be two surveys: 1) users of Via and 2) non-users. Via will send an email to persons that have used the system with a link to the survey. The goal is 250 completed surveys, pending Via membership and response rate. TSRC will provide a survey incentive in the form of an Amazon.com gift card or similar reward to increase response rate. Via will also send an email invitation to the persons that have signed up, but not used the system, inviting them to take a survey that targets persons that did not use Via. TSRC will provide a survey incentive to this group, in the form of an Amazon.com gift card or similar reward. The goal is 250 completed surveys of the non-



users. If the completed surveys from the non-users in the Via system do not reach the 250 target, TSRC will implement intercept or clipboard surveys in the neighborhoods where Via operates. TSRC will provide an incentive for the intercept surveys. Individuals will receive information with the online information, if they do not have time to take the survey via an intercept approach.

TSRC will input the survey responses that are not entered online, sort, and clean the data, and then conduct the analysis, as per the agreed upon specifications and data parameters (noted above).

### ***Institutional Analysis***

Researchers will conduct 8 to 12 expert interviews with managers at Via, municipal staff, Pilot service drivers, and key stakeholders in the service area. The purpose of the interviews is to gain insight into the institutional successes and challenges of the effort to implement and operate Via, as well as lessons learned and recommendations for improving the longer-term operation of the system. Expert interviews are completely confidential and provide the participant with an opportunity to share their perspective, including successes and opportunities for improvement. The City of West Sacramento would assist TSRC in recruiting and encouraging individual respondents to be interviewed.

#### **Task 5.4.1: Instrument Design and IRB**

Develop expert interview questionnaire in conjunction with the City of West Sacramento and Consultant. Design two surveys and refine survey methodology in conjunction with the City of West Sacramento and Consultant. Obtain Institutional Review Board (IRB) approval for human subjects interaction through the University of California, Berkeley.

#### ***Deliverables:***

- Interview questionnaire, Pilot user survey, non-user survey and IRB approval

#### **Task 5.4.2: Data Agreement**

Identify data needs and available data, to conduct operational analysis. Signed data agreement between UCB and Consultant (which may be part of the broader agreement between UCB and Consultant).

#### ***Deliverables:***

- Signed data agreement

#### **Task 5.4.3: Expert Interviews**

Identify key experts to be invited to participate in an expert interview. Conduct expert interviews. Draft interview summary.

#### ***Deliverables:***

- Summary of expert interviews, included in final report

**Task 5.4.4: Data Analysis**

Obtain travel and operational data from Consultant (as per Task 5.4.2). Data Analysis.

**Deliverables:**

- Summary of travel operational data analysis, included in final report

**Task 5.4.5: Conduct Survey**

Develop final survey taking into account input from City on survey draft provided. Administer survey to Via users. Administer survey to non-Via users.

**Deliverables:**

- Surveys completed

**Task 5.4.6: Impact Analysis Based on Survey Data**

TSRC analysis of the survey data of both users and non-users of the system.

**Deliverables:**

- Summary of the survey results and impact analysis, included in final report

**Task 5.4.7: Draft & Final Performance Evaluation Report**

Data and findings interpreted and consolidated into draft report by TSRC for collaborative review between City, TSRC, and Consultant. TSRC will respond to review feedback and consider said feedback when producing Final Performance Evaluation Report, which will include an executive summary of key findings.

**Deliverables:**

- Draft of Final Performance Evaluation Report
- Final Performance Evaluation Report, including executive summary

**Task 5.4.8: Presentation of Key Findings**

Key findings to be presented to City to provide an opportunity to answer questions and further interpret data and findings assessing overall Pilot performance. Presentation can be reused in order to present information to City staff, Commissions, Council, or other relevant external stakeholders in order to share learnings from the Pilot. At least one UCB key project staff will attend the City Council meeting wherein the Final Performance Evaluation Report is presented and will be available to field questions related to the Work completed by UCB.

**Deliverables:**

- PowerPoint presentation of key findings
- Attendance at minimum one (1) City Council meeting for presentation of Final Performance Evaluation Report

**EXHIBIT B**  
**SCHEDULE OF PERFORMANCE**

Task Number		Pre-Launch Period (by week)												Post-Launch Period (by month)															Deliverable	
		NTP	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15		
<b>1</b>	<b>Project Management &amp; Administration</b>																													
1.1	Detailed Work Plan & Schedule																													<ul style="list-style-type: none"> <li>Detailed Work Plan &amp; Schedule Documents</li> <li>Updates to Documents</li> </ul>
1.2	Regular Staff Briefings																													<ul style="list-style-type: none"> <li>Weekly and Bi-Weekly meetings</li> <li>Meeting agendas, notes, and action items</li> </ul>
1.3	Monthly Invoicing & Progress Reports																													<ul style="list-style-type: none"> <li>Monthly Invoices</li> <li>Supporting Billing Documentation</li> </ul>
1.4	General Project Management																													<ul style="list-style-type: none"> <li>Attendance at minimum (3) Council meetings or other major Pilot-related events</li> <li>Onsite and remote support including regular calls</li> <li>Management and oversight for subcontracts</li> </ul>
<b>2</b>	<b>Preliminary Service Planning, Design &amp; Preparation</b>																													
2.1	Project Kick-Off Meeting																													<ul style="list-style-type: none"> <li>Project Kick-off Meeting, including meeting agenda &amp; notes</li> </ul>
2.2	Detailed Launch Plan & Service Parameters																													<ul style="list-style-type: none"> <li>Final Launch Plan including definition of all Key Service Parameters</li> <li>Additional documentation, as mutually agreed upon by Consultant and City</li> </ul>
2.3	Technology Localization & Back-end Systems Setup																													<ul style="list-style-type: none"> <li>Completion of Technology Localization &amp; Back-end Systems Setup</li> </ul>
2.4	Driver Acquisition & On-Boarding																													<ul style="list-style-type: none"> <li>Drivers fully registered and trained to drive on the Via platform</li> </ul>
2.5	Vehicle Delivery & Branding																													<ul style="list-style-type: none"> <li>Metris fleet with custom co-branding</li> </ul>
2.6	Develop WAV Service Plan																													<ul style="list-style-type: none"> <li>WAV fleet plan</li> <li>Execution of wav subcontract, or provision of dedicated WAV vehicles</li> </ul>
2.7	External Stakeholder Coordination Meetings																													<ul style="list-style-type: none"> <li>Coordination of and attendance at external stakeholder meetings</li> <li>Meeting agendas &amp; notes</li> </ul>
<b>3</b>	<b>Pilot Deployment &amp; Operations</b>																													
3.1	Initial Launch & Launch Event																													<ul style="list-style-type: none"> <li>Coordinate &amp; Hold Launch Event, including marketing and media outreach.</li> <li>Operation of Initial Service Launch</li> </ul>
3.2	Demand Analysis & Service Expansion Plan																													<ul style="list-style-type: none"> <li>Initial Launch Analysis Meeting</li> <li>Final Service Expansion Plan</li> </ul>
3.3	Full Service Launch, Operations & Maintenance																													<ul style="list-style-type: none"> <li>Implementation of Service Expansion Plan</li> <li>Full Service Launch and ongoing operations</li> </ul>
<b>4</b>	<b>Marketing Plan &amp; Implementation</b>																													
4.1	Draft & Final Marketing Plan																													<ul style="list-style-type: none"> <li>Final Marketing Plan, including branding guidelines</li> </ul>
4.2	Vehicle Branding																													<ul style="list-style-type: none"> <li>Draft &amp; Final design(s) for co-branding of Metris vehicles</li> </ul>
4.3	Production of Marketing Collateral																													<ul style="list-style-type: none"> <li>Marketing Collateral</li> </ul>
4.4	Implement Marketing Plan																													<ul style="list-style-type: none"> <li>Implementation of Marketing Plan tasks</li> </ul>
<b>5</b>	<b>Performance Monitoring &amp; Final Evaluation Report</b>																													
5.1	Ridership Data																													<ul style="list-style-type: none"> <li>Weekly Ridership Data reports</li> </ul>
5.2	Quarterly Performance Reports & Service Adaptation Plans																													<ul style="list-style-type: none"> <li>QP Report Template</li> <li>Three (3) Quarterly Performance Reports</li> </ul>
5.3	Performance Standards																													<ul style="list-style-type: none"> <li>Performance Goals &amp; Standards Section in Service Expansion Plan</li> <li>Revised Performance Standards, as needed</li> </ul>
5.4	Final Evaluation Report																													(5.4.1 thru 5.4.8)
5.4.1	Instrument Design & IRB																													<ul style="list-style-type: none"> <li>Interview questionnaire, Pilot user survey, non-user survey and IRB approval</li> </ul>
5.4.2	Data Agreement																													<ul style="list-style-type: none"> <li>Signed data agreement</li> </ul>
5.4.3	Expert Interviews																													<ul style="list-style-type: none"> <li>Summary of expert interviews, included in final report</li> </ul>
5.4.4	Data Analysis																													<ul style="list-style-type: none"> <li>Summary of travel operational data analysis, included in final report</li> </ul>
5.4.5	Conduct Survey																													<ul style="list-style-type: none"> <li>Surveys completed</li> </ul>
5.4.6	Impact Analysis Based on Survey Data																													<ul style="list-style-type: none"> <li>Summary of the survey results and impact analysis, included in final report</li> </ul>
5.4.7	Draft & Final Performance Evaluation Report																													<ul style="list-style-type: none"> <li>Draft of Final Performance Evaluation Report</li> <li>Final Performance Evaluation Report, including executive summary</li> </ul>
5.4.8	Presentation of Key Findings																													<ul style="list-style-type: none"> <li>Powerpoint presentation of key findings</li> <li>Attendance at minimum one (1) City Council meeting for presentation of Final Performance Evaluation Report</li> </ul>

\*NTP: Notice to Proceed

**EXHIBIT C**

**SCHEDULE OF FEES**

Task	Fixed Fees		Variable Monthly Fees								Total Labor	Total Fees	
	Startup & Service Installation Fees*	Software Localization & Customization*	Materials	Purchased Transportation Services	Via Labor Hours			UCB Labor Hours					
					Field Manager	General Manager	Director	Principal Investigator	Assistant Research Engineer	Survey Researcher			
					\$ 32	\$ 97	\$ 146	\$ 147	\$ 100	\$ 55			
1	Project Management & Administration	\$ -	\$ -	\$ -	\$ -	1200	386	30	0	0	0	\$ 81,000.00	\$ 81,000.00
2	Preliminary Service Planning, Design & Preparation	\$ 32,000.00	\$ 49,000.00	\$ -	\$ -	0	0	0	0	0	0	\$ -	\$ 81,000.00
3	Pilot Deployment & Operations	\$ -	\$ -	\$ -	\$ 461,000.00	90	50	5	0	0	0	\$ 8,500.00	\$ 469,500.00
4	Marketing Plan & Implementation	\$ -	\$ -	\$ 2,500.00		130	70	10	0	0	0	\$ 12,500.00	\$ 15,000.00
5	Performance Monitoring & Final Evaluation Report	\$ -	\$ -	\$ 10,000.00	\$ -	130	80	10	150	170	200	\$ 63,500.00	\$ 73,500.00
<b>Totals</b>		\$ 32,000.00	\$ 49,000.00	\$ 12,500.00	\$ 461,000.00	1550	586	55	150	170	200	\$ 165,500.00	\$ 720,000.00

\* Fixed Fees shall be due and payable by the City to Consultant upon written Notice to Proceed (NTP).


## EXHIBIT D

### PASS THROUGH GRANT PROVISIONS

As a subrecipient of federal-aid funding through the SACOG Transportation Demand Management (TDM) Innovations Grant Program, the City is fully responsible for all work performed by its contractors and subcontractors and is subject to the terms and conditions listed below. Any contract or subcontract to be funded in whole or in part using funds provided under this Agreement will require the contractor and its subcontractors, if any, to:

- (1) Comply with applicable State and Federal law requirements that pertain to, among other things, labor standards, Non-Discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, the Drug-Free Workplace Act, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, et seq., 49 CFR, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR, Part 200.
- (2) Maintain at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.
- (3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Subrecipient or any subcontractor in performing work associated with this Agreement or any part of it.
- (4) Retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
- (5) Permit SACOG and/or its representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.
- (6) Comply with all applicable requirements of Title 49, Part 26 of the Code of Federal Regulations, as set forth in Section 28.



<b>MEETING DATE:</b> January 17, 2018		<b>ITEM #</b> 7	
<b>SUBJECT:</b>			
<b>CONSIDERATION OF INFORMATION ON THE UPCOMING OUTREACH MEETING FOR THE SYCAMORE TRAIL PHASE II &amp; III EXTENSION PROJECT</b>			
<b>INITIATED OR REQUESTED BY:</b>		<b>REPORT COORDINATED OR PREPARED BY:</b>	
<input type="checkbox"/> Council <input checked="" type="checkbox"/> Staff <input type="checkbox"/> Other		Nawid Nessar, Senior Civil Engineer  <hr/> Deniz Anbiah, Director Public Works Department	
<b>ATTACHMENT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Information	<input type="checkbox"/> Direction <input type="checkbox"/> Action

**OBJECTIVE**

The objective of this report is to provide the City Council with information concerning the Sycamore Trail Phase II & III Extension Project's (Project) first Community Open House outreach meeting, planned for Thursday, January 18, 2018, from 4:30 p.m. to 6:30 p.m. in the City Hall Galleria.

**RECOMMENDED ACTION**

Staff respectfully recommends that the City Council receive the information on the Upcoming Outreach Meeting for the Sycamore Trail Phase II and III Extension Project.

**BACKGROUND**

In 2013, the City of West Sacramento adopted a Bicycle, Pedestrian, and Trails Master Plan with the vision of providing one of the nation's top bicycle and pedestrian friendly communities. To fulfill this vision, the City is improving infrastructure for bicycling and walking, while capitalizing on several of West Sacramento's positive characteristics. Included in this Master Plan was the Sycamore Trail project that will extend south from Sacramento Avenue/Yolo Street to Barge Canal and ultimately to Lake Washington Boulevard / Jefferson Boulevard intersection: a safe non-vehicular pedestrian and bicycle trail that will provide connections between central City neighborhoods linking people with schools, parks, businesses and commercial centers.

City of West Sacramento (City) staff applied for and received \$1.15 million (\$1.3 million total cost including \$150,010 local match) grant funding from Sacramento Area Council of Governments (SACOG) for the design of the Sycamore Trail Phase II & III Extension Project. Phase II entails construction of a trail between Joey Lopes Park and Westmore Oaks school site (approximately along the Lower Northwest Interceptor (LNWI) sewer pipeline easement) and includes a pedestrian overcrossing (POC) bridge at US 50/Business 80. Phase III entails construction of a trail between the overcrossing landing at the northern portion of the Westmore Oaks site and the Park Boulevard/Stone Boulevard intersection. Through a Request for Proposal and procurement process, the City selected Drake Haglan and Associates to provide engineering and design services for the Project.

The City also applied for a \$6.4 million grant funding from the Urban Greening Grant Program (UGG) for the construction of the Project's Phases II and III. The City was recently awarded a \$5.1 million grant for construction of Phase II of the Project.

**ANALYSIS**

As part of the current effort, City staff and the consultant have been meeting with stakeholder agencies on a regular basis. City staff and the consultant are in close coordination with stakeholder agencies including Caltrans, Sacramento Regional County Sanitation District (Regional SAN), Reclamation District 900, PG&E, Police, Fire, as well as the Washington Unified School District (WUSD) and Westmore Oaks school staff.

The first Project Community Open House outreach meeting is scheduled to be held on January 18, 2017, from 4:30 p.m. to 6:30 p.m., in the City Hall Galleria (first floor). Initially, the Community Open House was scheduled to be held at the Westmore Oaks School site, however, due to WUSD staff availability and security concerns, the location was changed to the City Hall Galleria.



The Community Open House will allow the City to provide an update on the status of the Project and allow community members to provide feedback on design elements of the Project. The open house will serve as the scoping meeting for the scope of the Project's environmental documentation. The Project has four district segments: the northern trail segment between Joey Lopes Park and Highway 50; the pedestrian overcrossing over Highway 50; the segment through Westmore Oaks School; and the southern trail segment between Westmore Oaks School and the intersection of Park Boulevard/Stone Boulevard. Each segment has unique constraints and opportunities for feedback which may guide the direction of the design.

The Community Open House will include six information stations set up around the room for attendees to review and provide feedback. There are stations for each of the four segments of the Project with an additional station for general project information and a station highlighting progress on the Parks and Open Space Master Plan Update. At the open house, community members will be asked to sign-in and encouraged to walk to the information stations and ask the project team questions. Attendees will be encouraged to visit information stations and provided a general comment card to provide feedback on the Project and on the specific issues associated with each segment.

A stakeholder database was developed which identified properties within 1/2 mile of the Project. The database included all residents within the notification area as well as property owners who may not live within the notification area. Approximately 1750 mailers were distributed with the Community Open House details. In addition, Community Open House electronic notifications were posed and advertised on the City's website, Newsletter, and shared multiple times on social media including the West Sacramento Community Discussion Board and Nextdoor.

Shortly after the Community Open House, an Online Engagement tool will be released which includes similar information as that to be presented at the Community Open House. This will allow for additional feedback from stakeholders that may not have been available for the Community Open House meeting or who have additional feedback that they would like to share after attending the Community Open House. The Online Engagement tool will be available for approximately two weeks immediately after the Community Open House.

City staff and the consultant will prepare a comprehensive summary of the outreach effort including a summary of all feedback, comments and questions received during the Community Open House and from the Online Engagement tool. The information collected will be evaluated to identify primary areas of concern from the community and identify design elements that may be preferred by the community. Furthermore, this information will be used to evaluate priorities, however, it will not be used to dictate design elements. The overall project budget will determine which amenities can be incorporated into the final design.

The proposed Project's design and construction timelines and deliverables are constrained by grants' deadlines. The current anticipated Project schedule is as follows:

First Community Open House	January	2018
Second Community Open House (if needed)	April	2018
Complete Phase II & III Design	December	2018
Begin Construction of Phase II	February	2019
Construction Completion	October	2020

#### Environmental Considerations

N/A

#### Commission Recommendation

N/A

#### Strategic Plan Integration

The Sycamore Trail Phase II & III Extension Project and recommended action supports several adopted planning strategies implementing the City Council's Strategic Plan goal of Vibrant Neighborhoods and Comfortable Life Style and Living Strategies.

Alternatives

- 1) It is respectfully recommended that the City Council receive this information.
- 2) The Council may elect not to receive this information and request an update to the outreach strategies and Project schedule at a future time.

Alternative 2 is not recommended due to an expedited Project schedule and commitments of grants schedule.

Coordination and Review

Staff has coordinated this report with the Finance Department and Parks Department.


Budget/Cost Impact

The total Sycamore Trail Phase II & III Extension Project design cost is funded by a combination of sources including the contribution of the Federal SACOG funds (\$1,151,000) and local matching fund balance in Measure G Fund 406/Community Investment Fund (\$150,010). Council's prior approval of the CIP appropriation in work order 14021 allows the Project's Phase II & III design to adhere to the local expenditure requirements. The design professional services cost for the Sycamore Trail Phase II & III Extension Project engineering services are:

<b>Project</b>	<b>Funding Source</b>	<b>Federal (SACOG)</b>	<b>Local (Community Investment Fund)</b>	<b>Total</b>
Sycamore Phase II & III	SACOG & Local	\$ 1,151,000	\$ 150,010	\$ 1,301,010
<b>Project Design Phase Total</b>				<b>\$ 1,301,010</b>
<i>Notes:</i>				

ATTACHMENT(S)

- 1) Community Open House Mailer
- 2) Community Open House Flyer



Conceptual drawing of pedestrian overcrossing (looking west over Highway 50/Business 80)

# Sycamore Trail Phase II and III Extension Project Community Open House



Thursday, January 18  
4:30 - 6:30 p.m.

City Hall Galleria (first floor)  
1110 West Capitol Avenue  
West Sacramento, CA 95691

RSVP online at: [bit.ly/sycamoreOH](http://bit.ly/sycamoreOH)

## About the Project

In 2013, the City of West Sacramento adopted a Bicycle, Pedestrian, and Trails Master Plan with the vision of providing one of the nation's top bicycle and pedestrian friendly communities.

To fulfill this vision, the City is improving infrastructure for bicycling and walking, while capitalizing on several of West Sacramento's positive characteristics.

Included in this Master Plan was the Sycamore Trail project project that will extend south from Sacramento Avenue / Yolo Street to Barge Canal and ultimately to Lake Washington Boulevard / Jefferson Boulevard intersection: **a safe non-vehicular pedestrian and bicycle trail that will provide connections** between central City neighborhoods linking people with schools, parks, businesses and commercial centers.

The City of West Sacramento is currently in the process of performing environmental analysis and design for the Sycamore Trail Phase II and III Extension Project, which includes an overcrossing at Highway 50/ Business 80.



Can't make the open house?

Visit [www.sycamoretrailwestsac.com](http://www.sycamoretrailwestsac.com) between January 18 - February 1 to provide your thoughts in a community online questionnaire.

Drop by the first open house any time between 4:30 - 6:30 p.m. to view and discuss the project outline and provide input on design aesthetics, access points, funding and safety for trail users.



# Community Open House

Thursday, January 18, 2018

4:30 p.m. - 6:30 p.m.

City of West Sacramento  
City Hall  
The Galleria (first floor)

1110 West Capitol Avenue  
West Sacramento, CA 95691



## The Sycamore Trail Phase II and III Extension Project

In 2013, the City of West Sacramento adopted a Bicycle, Pedestrian, and Trails Master Plan with the vision of providing one of the nation's top bicycle and pedestrian friendly communities. To fulfill this vision, the City is improving infrastructure for bicycling and walking, while capitalizing on several of West Sacramento's positive characteristics. Included in this Master Plan was the Sycamore Trail project: a safe non-vehicular pedestrian and bicycle trail that will provide connections between central City neighborhoods linking people with schools, parks, businesses and commercial centers.



The City of West Sacramento is currently in the process of performing environmental analysis and design for the Sycamore Trail Phase II and III Extension Project, which includes an overcrossing at Highway 50/Business 80. This project will provide connections between community assets such as Joey Lopes Park, the West Sacramento Community Garden and Westmore Oaks Elementary School.

Drop by the first open house Thursday, January 18, 2018, to view and discuss the project outline and provide input on design aesthetics, access points, funding and safety for trail users. RSVP: [bit.ly/sycamoreOH](http://bit.ly/sycamoreOH)



AIM Consulting  
2523 J Street  
Sacramento, CA 95816

## Community Open House

Thursday, January 18, 2018 | 4:30 p.m.- 6:30 p.m.

Please provide your thoughts in an online community questionnaire from January 18 to February 1 at [www.sycamoretrailwestsac.com](http://www.sycamoretrailwestsac.com)

Questions?

Contact Isabelle Gaillard at (916) 442-1168 or [igaillard@aimconsultingco.com](mailto:igaillard@aimconsultingco.com)




MEETING DATE: January 17, 2018

ITEM # 8

**SUBJECT:****REQUEST FOR CONSIDERATION OF A CONTRACT WITH SMART CITIES, LLC FOR A SMART CITY READINESS WORKSHOP AND SUMMARY REPORT****INITIATED OR REQUESTED BY:** Council  Staff Other**REPORT COORDINATED OR PREPARED BY:**

Jon Robinson, Deputy City Manager

  
 Amanda Berlin, Assistant City Manager
ATTACHMENT  Yes  No Information Direction Action**OBJECTIVE**

The purpose of this report is to request Council approval of a contract with the Smart Cities Council, LLC (SCC) to produce a Smart City Readiness Workshop and summary report, and to request an appropriation of \$39,000 in Measure E funds to pay for this work.

**RECOMMENDED ACTION**

Staff respectfully recommends that the Council:

1. Authorize the Mayor or his designee to execute a contract with Smart Cities Council (SCC), for a Smart City Readiness Workshop and summary report in substantially the form shown in Attachment 1;
2. Authorize the Mayor or his designee to take any actions necessary to effectuate the work described in the subject contract, including but not limited to making non-substantive modifications to the contract document and entering into related agreements, provided that neither the maximum compensation nor the term are increased;
3. Approve an appropriation of \$39,000 from Measure E to fund the proposed contract.

**BACKGROUND**

When it added a "Smart City Framework and Implementation" item to the 2017 Strategic Plan and included a Smart City component in Measure E, the Council signaled a desire for the City to become more systematic in the identification and adoption of technological, communications and process improvements (collectively, "Smart" improvements) that allow the City to deliver better and more efficient services.

The need for these improvements is underscored by the City's challenging budget situation, which suggests that for the foreseeable future, revenues are unlikely to expand at the same pace as rising community expectations. New technological and communication tools, data-driven decision-making, and innovative process improvements offer the potential to meet this challenge by doing more with less.

The City has already implemented a number of smart projects across multiple departments, including the Police Department's use of predictive analytics and the Outreach Grid software procured through the Startup in Residence (STIR) program, the City's recent acquisition of the ZenCity platform to support qualitative analysis of community sentiment, and installation of smart water meters, among many others. However, to date, these and other Smart City efforts have been ad hoc, department-level initiatives. By coordinating and focusing these initiatives, the City has the opportunity to maximize the benefit that West Sacramento residents experience as a result of the City's investment in Smart projects.

The range of possible smart improvements that the City could undertake is vast, ranging from simple, staff-initiated process improvements to the use of data analytics, visualization, broadband infrastructure, Internet of Things (IoT) applications, and more. Given this wide range of opportunities, many cities that aspire to work smarter choose to undertake those efforts within the context of a planning document or other policy guidance that allows them to focus their Smart City work on the areas that are of the highest priority to their governing bodies.

On December 13, 2017 the City Council authorized staff to negotiate a contract with SCC for a workshop and summary report to help the City maximize the impact of its Smart City investments by leveraging both local observations and insights and best practices from smart cities around the world. This staff report requests Council approval of that contract and allocation of the funds necessary to effectuate it.



## ANALYSIS

The proposed contract with SCC would facilitate the research necessary for the SCC to provide well-informed recommendations to the City in terms of potential next steps for West Sacramento's Smart City efforts. The report produced by SCC would then be used as a resource for staff in the development of an actionable Smart City Strategy that would be presented separately for Council consideration.

The scope of work for the proposed SCC contract is as follows:

<u>Milestone</u>	<u>Complete By (All 2018)</u>
1. City provides key City data (written or via interviews) to SCC	January 24
2. SCC and staff conduct calls with Council members	February 5
3. City provides logistical and marketing support for workshop	February 13
4. SCC presents Smart City Readiness Workshop to invited participants	February 13
5. SCC presents workshop summary at Council meeting	February 14
6. SCC provides City with written report	March 9
7. SCC consults electronically with staff (as needed)	December 31

To maximize the benefit of the proposed workshop, staff plans to invite a variety of key stakeholders, including Council members, key advisory commission members, the City Manager and department heads, Innovation Team staff, along with residents from various areas of the City and representatives from relevant external stakeholders, including public transportation providers, public utilities, and telecommunications companies. (The meeting will be noticed as a joint meeting of the Council and relevant commissions.) Subject to the physical constraints of the Galleria, the Council is welcome to add to the invitation list in order to create an inclusive and dynamic set of workshop participants.

Total recommended compensation for the proposed project is \$39,000, which includes funds to facilitate ongoing consultations between staff and SCC during the development and early implementation of the Smart City Strategy document. As noted in the staff report of December 13, staff believes that positioning the SCC work products as resources for the development of an indigenous Smart City Strategy (rather than constituting the strategy in themselves) provides local control of this important guidance document, while allowing the City to leverage best practices from other smart city work world-wide.

### Environmental Considerations

N/A

### Commission Recommendation

N/A

### Strategic Plan Integration

The development of a Smart City Implementation Plan effectuates the Council's 2017 High Priority Policy Goal, "Smart City Framework and Implementation"

### Alternatives

The Council's primary alternatives are summarized below:

1. Authorize the Mayor or his designee to execute a contract with SCC in substantially the form shown in Attachment 1; Authorize the Mayor or his designee to take any actions necessary to effectuate the work described in the subject contract, including but not limited to making non-substantive modifications to the contract document and entering into related agreements, provided that neither the maximum compensation nor the term are increased; and Approve an appropriation of \$39,000 from Measure E to fund the proposed contract.
2. Authorize the Mayor to execute the subject contract and approve the other actions noted in (1) above, subject to specific changes as directed by the Council;
3. Direct staff to return at a future date with a revised contract; or
4. Direct staff to return at a future date with a different recommendation for the development of the Smart City Strategy.

Alternative 1 is staff's recommended action. Staff is prepared to implement Alternatives 2 or 3 at the Council's direction; however, it should be noted that because SCC is committed to an international engagement in March, if project implementation is delayed beyond February, the project may need to wait until mid-April or later. Staff does not recommend Alternative 4 because protracting the pre-planning phase of the Smart City effort could unnecessarily delay implementation efforts and/or result in projects that do not benefit from the planning framework that will be facilitated by the recommended action.

#### Coordination and Review

This report was prepared by the City Manager's Office in consultation with the Administrative Services Department.

#### Budget/Cost Impact

This report requests that the City Council appropriate \$39,000 from Measure E revenues (Venture category) to fund the subject activities. Pursuant to the Council's direction, staff has prepared an analysis of this proposed use of Measure E funds, which is included as Attachment 2.

#### **ATTACHMENTS**

1. Proposed SCC Contract
2. Measure E Analysis

**CONTRACT FOR SERVICES**

THIS CONTRACT is made on \_\_\_\_\_, 20\_\_, by and between the CITY OF WEST SACRAMENTO ("City"), and the Smart Cities Council Inc, a Commonwealth of Virginia corporation. ("Consultant").

WITNESSETH:

WHEREAS, the City desires to procure to develop a Smart City Strategy, including delivery of an educational workshop and the preparation of a summary report including implementation recommendations; and,

WHEREAS, the Consultant has presented a proposal for such services to the City, dated \_\_\_\_\_, 20\_\_, (attached hereto and incorporated herein as **Exhibit "A"**) and identifies itself as an organization that educates cities on how to become livable, workable and sustainable. Consultant has a unique set of knowledge resources that is uses to educate cities and part of it's practice is the sharing of experiences among and between cities. It is licensed as a business in the Commonwealth of Virginia and is qualified and experienced to perform those services;

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

**1. SCOPE OF SERVICES:**

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

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

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

**2. TERM OF CONTRACT:**

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

<u>Milestone</u>	<u>Complete By (All 2018)</u>
1. City provides key City data (written or via interviews)	January 24
2. Consultant and staff conduct calls with Council members	February 5
3. City provides logistical and marketing support for workshop to include all facilities, catering and any printed material.	February 13
4. Consultant presents workshop to invited participants	February 13
5. Consultant presents workshop summary at Council meeting	February 14
6. Consultant provides City with written report	March 9
7. Consultant consults electronically with staff (as needed)	December 31

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

C. The City Manager or his or her designee may, by written instrument signed by the Parties, extend individual deadlines and/or the overall duration of this Contract for a period of six (6) months in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

### **3. COMPENSATION:**

A. The Consultant shall be paid \$19,000 (\$20,000) upon execution of the Contract (the "Initial Payment") and an additional \$20,000 upon City's acceptance of the Written Report identified in the Statement of Work. These fees shall include travel and lodging for one (1) trip to City for the Workshop. In no event shall total compensation exceed \$39,000 without City's prior written approval.

B. Consultant shall furnish City with invoices for all expenses authorized by this Contract. City will endeavor to make the Initial Payment within 14 calendar days of receipt of the first invoice and will endeavor to make Subsequent Payments within 30 (thirty) calendar days of receipt of an invoice.

C. Prior to the issuance of any payments, Consultant shall provide a tax ID number and such other documentation as reasonably and normally required of contractors providing service to the City.

D. If Consultant's performance is not in conformity with the terms of this Contract, payments may be delayed or denied, unless the Consultant's failure to perform is a documented result of the City's failure to conform with the terms of this Contract, or if the Contract is extended pursuant to Section 5.

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

#### **4. TERMINATION:**

A. This Contract may be terminated by either party, provided that the other party is given not less than 14 (fourteen) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.

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

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

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

#### **5. AMENDMENTS, CHANGES OR MODIFICATIONS:**

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

#### **6. EXTENSIONS OF TIME:**

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

#### **7. PROPERTY OF CITY:**

A. It is mutually agreed that all materials prepared by the Consultant are the intellectual property of the Consultant as they reflect curriculum prepared by the Consultant for similar engagements with other cities. The Consultant hereby licenses to City all material provided as a perpetual paid-up license for the City to use for its own purposes; provided the City pays all amounts due under this Contract to Consultant. The City further agrees not to use recordings or other materials from the workshop to conduct another course or workshop.



B. City agrees to consider in good faith Consultant requests to use City interviews and use of workshop-related material on the Consultant's web site, and to serve as a reference for Consultant customers considering similar engagements. Approvals of such requests shall be in writing pursuant to Section 13.

**8. COMPLIANCE WITH ALL LAWS:**

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

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

**9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:**

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

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

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

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

**10. SUBCONTRACTING:**

A. Except as noted in Section 10B, none of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Consultant shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

B. Consultant is hereby authorized to subcontract with Lucinda Levine for the

provision of graphic services in support of the workshop.

**11. ASSIGNABILITY:**

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

**12. INTEREST IN CONTRACT:**

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

**13. MATERIALS CONFIDENTIAL:**

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

Exception: City agrees that Consultant may develop and publish articles about the efforts of City to become 'smart' based on the Consultant's experience at the workshop.

**14. LIABILITY OF CONSULTANT-NEGLIGENCE:**

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

**15. INDEMNITY AND LITIGATION COSTS:**

Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and

expenses, including without limitation court costs and reasonable attorneys' fees, arising from Consultant's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract except such loss or damage caused by the active negligence, sole negligence, or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this Contract.

## **16. CONSULTANT TO PROVIDE INSURANCE:**

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

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

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

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

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

### **2. Commercial General Liability Insurance**

a. The insurance shall be provided on form CG0001, or it's equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of

insurance coverage shall not be less than **[\$1,000,000.00]** per occurrence and **[\$2,000,000]** general and products/completed operations aggregates.

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

i. Endorsement equivalent to CG 2010 1185 naming the City, its officers, officials, employees, agents, and volunteers as additional insureds. The endorsement shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

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

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

### 3. Commercial Automobile Insurance

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

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

### 4.

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

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

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

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

**17. MISCELLANEOUS PROVISIONS:**

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

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

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

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

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

City: Jon Robinson, Deputy City Manager  
1110 West Capitol Avenue, Third Floor  
West Sacramento, CA 95691

Consultant: Philip Bane, Managing Director  
PH 202-650-0023  
Smart City Council, Inc.  
1900 Campus Commons Drive, Suite 100  
Reston, VA 20191

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

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

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

[Signatures on following page]



CITY OF WEST SACRAMENTO

By: \_\_\_\_\_  
Martin Tuttle, City Manager

ATTEST:

By: \_\_\_\_\_  
Kryss Rankin, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Jeffrey Mitchell, City Attorney

CONSULTANT

By: \_\_\_\_\_  
Title:

## EXHIBITS

**Scope of Work**

Consultant shall provide the following services, with support from the City as noted. (All City assistance is provided at no cost to Consultant.)

**1. Smart City Workshop**

Consultant shall present a one day workshop to City invitees to educate participants about best Smart City practices worldwide, and to solicit feedback regarding potential opportunities for the City to make Smart City investments locally.

- a. Consultant Responsibilities Consultant shall provide at least two (2) presenters with substantial and direct experience in the Smart City sector, who shall:
  - i. Review background information provided by the City and interview key City staff in order to become familiar with the City's existing use of technology and potential opportunities for advancement;
  - ii. Use its collection of best practices and case studies from other cities and materials (written and electronic) to be presented at the workshop
  - iii. Work with City in good faith to arrive upon a mutually agreeable workshop agenda
  - iv. Moderate a one-day workshop to educate participants about best Smart City practices world-wide, and solicit ideas about potential opportunities for Smart City investments in West Sacramento
- b. Workshop Audience City agrees that the Consultant may invite its commercial solution providers to the Workshop and an agreed number of these solution providers will be allowed to provide short overviews of their capabilities during a session called 'Solution Showcase.' The goal is to have solution providers that can uniquely address the City's needs provide information in a 'non-selling,' education format.
- c. Titling and Branding City will title the workshop 'Smart Cities Council Readiness Workshop' for the city of West Sacramento and agrees that Consultant may include information about the workshop on its website and in its digital distribution.
- d. City Assistance City shall help Consultant connect with key City staff and officials to gather information prior to the workshop; and will provide all logistical support for the event, including but not limited to the meeting venue, invitations, registration, refreshments, parking, and sound and projection equipment.

## 2. Council Presentation

- a. Consultant Responsibilities Consultant shall present a synopsis of the workshop to the City Council at its meeting on the evening of February 14.
- b. City Assistance City will introduce and co-present this item to the City Council.

## 3. Written Report

- a. Consultant Responsibilities: Consultant shall prepare a written summary report (provided to the City in both hard copy and PDF format) for the City taking the material it presented to the Council in section 2 above, along with work from the graphic artist and review the following components
  1. Background on smart cities definition and best practices
  2. A description of West Sacramento's existing Smart achievements and discussion of areas for potential expansion based on the information previously provided by the City.
  3. A summary of feedback received from West Sacramento staff, elected officials and workshop participants during the two (2) days working with the City.
  4. A set of recommendations for Smart City projects that would address identified City needs
  5. Best practices from other cities that would benefit the City.

Consultant shall allow City to review a draft of the written report before it's finalized and consider the City's proposed edits

- b. City Assistance City shall provide timely comments and edits to Consultant work products to facilitate on-time delivery of the written work product.

## 4. Ongoing Consultations

Consultant shall provide on-call consulting advice by telephone, e-mail or other mutually agreed method to provide the City with support as it begins implementation of its Smart City Plan. Consultant's fee for this service will be billed at \$200 per hour.

EXHIBIT B

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

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

CONSULTANTS

By: \_\_\_\_\_  
[Title]

EXHIBIT C  
LABOR COMPLIANCE

**1. PREVAILING WAGE**

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

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

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

**2. PREVAILING WAGE RECORDS**

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

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



subcontractor) paid less than the stipulated prevailing rates for any work done under the Contract in violation of the provisions of the Labor Code and in particular, Section 1775.

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

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

### **3. Labor Discrimination**

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

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

### **4 Eight-Hour Day Limitation**

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

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

## **5. Compliance with State Requirements for Employment of Apprentices**

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

Consultant Questionnaire

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

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

Company Name \_\_\_\_\_ (Agreement Date)

Name of Consultant\* \_\_\_\_\_ (Last Name)

(First Name)

(Middle Initial)

(Last Name)

Company address \_\_\_\_\_ Phone \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Contracting City Dept. \_\_\_\_\_

Estimated Date of Project Completion \_\_\_\_\_

A. Will consultant make governmental decision whether to

1. Approve a rate, rule, or regulation? Yes  No

2. Adopt or enforce a law? Yes  No

3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement? Yes  No

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

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

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

7. Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof? Yes  No

B. Will the consultant serve in a staff capacity with the City and in that capacity perform the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code? Yes  No

Will consultant manage public investments? Yes  No

Name of Person Completing Questionnaire \_\_\_\_\_

\_\_\_\_\_ Date

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

## Measure E Analysis

### **Project Description**

This requested expenditure is to fund a contract with Smart Cities Council LLC (SCC) to conduct a workshop with the City, present results to the Council, prepare a summary report with recommendations, and to provide consulting services to support the City's development and implementation of a Smart City Strategy.

### **Policy Context**

"Smart City Framework and Implementation" is a High Priority Policy Agenda item from the Council's 2017 Strategic Plan. Additionally, voter-approved Measure E specifically listed "enhancing Internet access and the use of smart technologies" as one of its uses.

### **Supplementary Funds**

Staff is not aware of grant funds that are available for the purpose of smart city planning; therefore, staff is proposing this project as an unleveraged expenditure. The proposed expenditure is intended to create fiscal as well as other benefits by helping the City target and coordinate its Smart City investments, some of which are expected to have cost savings components.

### **Staff Costs**

The proposed Measure E expenditure will not be used to cover any City staff costs. The funds will be used to pay travel and lodging expenses for SCC staff, and to compensate SCC for the time spent delivering the workshop, presenting to the City Council on 2/14, preparing the written summary report, and providing limited ongoing consulting services to City staff.

### **Desired Outcome**

The outputs and work products from this proposed Measure E expenditure are intended to improve the positive community impact of the West Sacramento's Smart City effort by exposing staff, elected and appointed officials and community stakeholders to world-wide best practices in the Smart City field.

### **Theory of Change**

The anticipated causal linkage between the recommended action and the outcomes noted above is based on the well-established premise that better inputs tend to produce better outputs. Operationally, this means that staff is anticipating that the injection of the Smart Cities Council's expertise into the process of developing a Smart City Strategy will result in more impactful projects than would have been the case were the plan not informed by that expertise. The key risks to this vision are that SCC fails to deliver enough actionable insights, and/or that the City fails to act upon the insights it receives. To mitigate the first risk, the contract is structured such that just under half of the contract amount is not due until the City approves SCC's written work product. The existence of a dedicated funding source in Measure E, combined with the Council's strong policy commitment to Smart City work strongly reduce the risk that the City will fail to act upon its own Smart City Plan.

### **Project Budget**

Total cost for the Readiness Workshop, Council presentation, summary written report and ongoing consulting is \$39,000.

**Performance Metrics**

The effectiveness of the above-referenced work can be measured via the impact of the projects that ultimately result from the City's Smart City Strategy, particularly where those projects derive from the context of the City's collaboration with SCC. Specific measures include:

- The dollar value of cost savings achieved as a result of Smart City projects;
- Time savings for residents and/or staff from efficiencies created through Smart City projects;
- Improved community approval on subject matter areas affected by SCC-influenced Smart City projects (measured via online sentiment analysis and/or traditional methods); and,
- The dollar value of new grants or other funding sources for which the City could become eligible as a result of pursuing projects recommended by SCC.

Item #9

**DRAFT**

**REGULAR MEETING OF THE  
CITY OF WEST SACRAMENTO CITY COUNCIL,  
REDEVELOPMENT SUCCESSOR AGENCY, AND  
WEST SACRAMENTO FINANCING AUTHORITY  
December 13, 2017  
Minutes**

The closed session was called to order at 6:00 PM. There were no members of the public present. The session adjourned at 6:53 PM.

The regular meeting was called to order at 7:03 PM in the Council Chambers, 1110 West Capitol Avenue, West Sacramento, California. All members were present. Mayor Cabaldon presided.

The Pledge of Allegiance was led by Edwin Amescua.

Entry No. 1

Heard General Administration Functions as follows:

Heard presentations by the public on matters not on the agenda.

Entry No. 2

Heard General Administration Functions as follows:

Councilmember Ledesma reported that the Streetcar Policy Steering Committee met regarding the formation of the Riverfront Joint Powers Authority (JPA) which will be the governing body to oversee the streetcar project and operations as it gets built. At this time, the JPA consists of four members – Councilmember Hansen and Councilmember Harris from City of Sacramento; along with Mayor Cabaldon and Councilmember Ledesma from City of West Sacramento. The Committee also selected Councilmember Hansen as Chair, and Mayor Cabaldon as Vice-Chair. In addition, the Committee received updates on the continued progress of the project and meeting the federal deadlines.

Councilmember Ledesma also reported that the Yolo County Transportation District Board discussed the county-wide Transportation Capital Improvements Plan, which has been presented at the County Managers' meetings. The plan's content is process-oriented and related to transportation needs and necessary county projects. The Board is also considering a sales tax measure as part of the plan, and will be discussing it further in January.

Councilmember Orozco reported that West Sacramento was highlighted on television news channels 40, 31, and 13 for the city-wide community program, "West Sacramento Kids Give Back"; and extended an invitation to community members to join the Care Package Assembly at Collings Teen Center on Sunday, December 17, beginning at 4:30 p.m.

Mayor Pro Tem Johannessen reported that the Yolo County Housing Authority mainly received reports on real property items and anticipated litigation. Afterwards, the Executive Commission for the Homeless 10-Year Plan approved the director's contract; heard an update on the Davis Pathways project which is a homeless project being developed in Davis; and Mayor Pro Tem Johannessen was selected as Vice-Chair of the Commission.

Mayor Cabaldon reported that a briefing on the City's process and actions related to cannabis manufacturing and research ordinances and development agreements at the City/School 2x2 meeting; and discussed the Sycamore Trail project for which the City was the largest grant recipient in California for this kind of project to fund the bridge crossing over the freeway connecting the north and south neighborhoods and school.

Mayor Cabaldon continued to report that he attended the Mayors Water Summit in Napa where they received an extensive briefing and discussion regarding the Napa Sonoma fire and the impact on water supply facilities, conveyance facilities, the tanks, and the pump stations, many of which were completely decimated and threaten the area water supply. There are many unanticipated threats to the water supply and it is being utilized as a learning opportunity. In addition, there was discussion regarding the federal debate over the definition of "Waters of the United States (WOTUS)," waters that would be regulated by the Clean Water Act to be drinkable, swimmable, and fishable. Cities have weighed in with the intent to achieve a more narrow definition, however Mayor Cabaldon cautions against a too narrow definition that would reduce the reach of the regulatory authority to reduce pollution upstream and downstream of the municipality affecting land use, water quality, and



wastewater regulations. Also discussed how the Clean Water Act allows the Environmental Protection Agency to determine sewer rate increases by a municipality's ability to pay based on median income, which disallows most municipalities to request funding. Discussing other alternatives and how this would affect neighborhoods. They are hoping to take this issue up at Cap to Cap and secure a better matrix that would more appropriately address the social implications of some of these regulatory requirements.

Mayor Cabaldon continued to report that the Local Agency Formation Commission, of which we are being represented by the City of Davis with the City of Winters as the alternate, discussed the Municipal Service Review regarding reclamation districts throughout Yolo County and the building of the Commission's prior recommendations and determinations of a State Flood Board. It was determined that this would be inefficient and would not be in the best interest of flood protection and flood response. Two alternate options were presented: to combine the two active districts and to take over any area of the City not currently in a district; or, to consolidate districts as part of the City or underneath the City government. The reclamation districts are strongly opposed to both options. The Commission requested their staff to come back to the February meeting for a more in-depth analysis regarding costs and governance issues. Heavy emphasis was placed on the role of the West Sacramento Area Flood Control Agency in levee maintenance and flood management concerns for residents and property owners.

Entry No. 3

Minute Order 17-94: Appointed Ryan Harrison as an Alternate Member to the Planning Commission for the term ending December 31, 2018.

MOTION: Ledesma. SECOND: Orozco. AYES: Johannessen, Sandeen, Cabaldon.

Entry No. 4

Minute Order 17-95: Selected Councilmember Ledesma to serve as Mayor Pro Tem effective immediately until the first regular City Council meeting in December 2018.

MOTION: Johannessen. SECOND: Sandeen. AYES: Ledesma, Orozco, Cabaldon.

Entry No. 5

Minute Order 17-96: Adopted a proclamation recognizing Future Ready interns and community partners.

MOTION: Sandeen. SECOND: Ledesma. AYES: Johannessen, Orozco, Cabaldon.

Entry No. 6

Minute Order 17-97: Acted on the Consent Agenda as follows:

Accepted and filed the Annual Report for fiscal year 2016-2017 regarding Development Impact Fees.

Accepted and filed the Annual Report regarding Community Facilities District special taxes and bond proceeds for fiscal year ending June 30, 2017.

Approved classification description updates for the positions of Director of Administrative Services, Assistant City Manager-Planning & Operations, Business Manager, and Information Technology Specialist; classification description for the position of Payroll Administrator; amendments to City documents specifying the total number of authorized positions and titles; and salary ranges for each job classification.

Adopted **Resolution 17-75** approving Final Map 5128 "Bridged District Phase 4 Homes and for Condominium Purposes" along with the associated Subdivision Improvement Agreement and Private Road Agreement located at the corners of Central Street and Mill Street.

Adopted **Resolution 17-3** approving Parcel Map 5014 located at the corner of Myrtle Avenue and Riverbank Road.

Adopted **Resolution 17-74** accepting the majority of the public improvements within Unit 1 of the Promenade subdivision, Final Map Number 5059 excluding landscaping, irrigation, and street trees.

Found that the Facilities Licensing Agreement is exempt from further California Environmental Quality Act (CEQA) analysis pursuant to Class 1 and 3 Categorical Exemptions under California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15301 and 15303, that the exemptions reflect the independent judgment of the City as lead agency under CEQA, and directed staff to file a Notice of Exemption; approved the Facilities Licensing Agreement and the terms structured in the draft agreement with New Cingular Wireless PCS, LLC; and authorized the City Manager to execute the final draft of the agreement substantially in the form presented.

Found that Ordinance 17-19 approving a Development Agreement with Gold Mountain Distribution for wholesale cannabis logistics/distribution/transportation facility is exempt from further environmental review pursuant to the Class 1 and Class 3 Categorical Exemptions under the California Environmental Quality Act (CEQA) and found that the Exemptions reflect the independent judgment of the City as lead agency under CEQA; and, waived the second reading and read by title only and adopted **Ordinance 17-19** approving the Development Agreement between the City and Gold Mountain Distribution at 3939 West Capitol Avenue Suite C for wholesale cannabis logistics/distribution/transportation.

Found that approval of the proposed Development Agreements with Eh Tech Inc. DBA Nature's Market for a commercial indoor cannabis cultivation, cannabis manufacturing, and wholesale cannabis logistics, distribution, and transportation facility is exempt from further environmental review pursuant to Class 1 Categorical Exemption under the California Environmental Quality Act (CEQA) and found that the Exemption reflects the independent judgment of the City as lead agency under CEQA; waived the second reading and read by title only and adopted **Ordinance 17-20** approving the Development Agreement between the City and Eh Tech, Inc. DBA Nature's Market pertaining to wholesale cannabis logistics/distribution/transportation at 2424 Del Monte Street; waived the second reading and read by title and number only and adopted **Ordinance 17-21** approving the Development Agreement between the City and Eh Tech, Inc. DBA Nature's Market pertaining to cannabis indoor commercial cultivation at 2424 Del Monte Street; waived the second reading and read by title and number only and adopted **Ordinance 17-22** approving the Development Agreement between the City and Eh Tech, Inc. DBA Nature's Market pertaining to cannabis manufacturing at 2424 Del Monte Street; and authorized the Mayor to execute the Development Agreements with Eh Tech, Inc., DBA Nature's Market LLC, on the condition that the following actions occur no later than January 22, 2018: a) Core One Properties LLC completes its acquisition of fee title to the Property described in the Development Agreements; and b) Eh Tech, Inc. DBA Nature's Market having obtained actual possession of the Property pursuant to an executed Property Lease as described in the Development Agreements.

Found that the approval of the proposed Development Agreements with Sierra Gold Extracts, LLC for wholesale cannabis logistics/distribution/transportation, cannabis manufacturing, and cannabis indoor commercial cultivation at 3970 Commerce Drive is exempt from further environmental review pursuant to Class 1 and Class 3 Categorical Exemptions under the California Environmental Quality Act (CEQA) and found that the exemptions reflect the independent judgment of the City as lead agency under CEQA; waived the second reading and read by title and number only and adopted **Ordinance 17-23** approving a Development Agreement with Sierra Gold Extracts, LLC for wholesale cannabis logistics/distribution/transportation at 3970 Commerce Drive; waived the second reading and read by title and number only and adopted **Ordinance 17-24** approving a Development Agreement with Sierra Gold Extracts, LLC for cannabis manufacturing at 3970 Commerce Drive; and waived the second reading and read by title and number only and adopted **Ordinance 17-25** approving a Development Agreement with Sierra Gold Extracts, LLC for cannabis indoor commercial cultivation at 3970 Commerce Drive.

Authorized the City Manager to execute a Settlement Agreement between the City and Pacific Gas and Electric Company, a public utility company, to provide for the relocation of electric and gas facilities currently occupying the abandoned Tower Court right of way; and delegated authority to the City Manager, or his designee, to make non-substantive changes to the contract as approved by the City Attorney and take any and all actions necessary to implement the agreement.

Approved a contract amendment for professional services to the HLA Group Landscape Architects & Planners, Incorporated for additional services for Bryte Park Phase II in the amount of \$4,000; and extended the duration of the contract through May 2018.

Authorized the Police Department to submit an application to the Board of State and Community Corrections for the California Violence Intervention and Prevention grant to conduct community and youth outreach activities.

Approved a contract for professional services with DKS Associates in the amount of \$130,000 for the City's Systemic Safety Analysis Report; authorized the City Manager, or his designee, to make contract amendments up to 10% (\$13,000) of the value of the contact; and approved an allocation of \$163,000 from the Traffic Improvement Fund toward the completion of this project.

Adopted **Resolution 17-71** setting the time and date for City Council meetings commencing February 1, 2018 through January 31, 2019.

Approved the Schedule of Rates, effective January 1, 2018, and July 1, 2018, and have this serve as an amendment to the Legal Services Agreement with Kronick, Moskovitz, Tiedemann & Girard previously approved by the City Council on July 20, 2011.

Approved the minutes of the November 15, 2017 regular City Council meeting.

MOTION: Orozco. SECOND: Ledesma. AYES: Johannessen, Sandeen, Cabaldon.

Entry No. 7

Minute Order 17-98: Conducted a public hearing to receive comments regarding an appeal of the Planning Commission's approval of a Conditional Use Permit for a transitional kindergarten through eighth grade charter school. Pursuant to adopted hearing procedures, the Mayor and Council members disclosed ex parte communications regarding the charter school. Disclosures included conversations with City staff, interactions of no substantive matters with Mr. Lewis, and attendance of a public event at the proposed site. The Council members had no ex parte communications or conflicts of interest to disclose. Following a presentation and rebuttal by staff and the applicant, heard from the following:

NAME:	REPRESENTING/COMMENT:
Lindsay Smith	Lighthouse Charter School/Resident of Broderick and parent of students who attend Lighthouse; very happy to have Lighthouse come to their neighborhood.
Megan Bennett	Self/Parent of student who attends Lighthouse and Board Member of River Charter Schools; in support of and happy to have Lighthouse in Bryte; believes it will increase diversity and improve neighborhood.
Dominique DiMare	Lighthouse Charter School/Board Member of River Charter Schools; in support of Lighthouse Charter School in Broderick and believes it will be a positive enrichment to school and community.
Darin Hall	Lighthouse Charter School/Self, Vice Chair of River Charter Schools; voiced that it has been a long process to find a permanent home for Lighthouse Charter School; announced that all of the board members are Yolo County/West Sacramento residents; and assures the public that they want to hear from the community because they are the community.
Miranda Burton	Self/Resident of Broderick and parent of student who attends Lighthouse Charter School; understands community concerns of increased activity in the neighborhood; feels that this is a great asset to the community and for the north side of town.

- Pia Wong Lighthouse Charter School/Associate Dean of Research & Community Engagement, College of Education, California State University Sacramento; supports Lighthouse Charter School and its continued partnership with CSUS which generates benefits for students and staff with inter-professional collaboration; happy to have Lighthouse in the Broderick community; and supports Steve Lewis and the project.
- Greg Taricco Self/resident expressed his concerns regarding the construction and installation of the 6' sound wall.
- Marsha Taricco Self/resident expressed her concerns regarding the impact of existing neighborhood residents; traffic analysis report, emissions, and parking concerns.
- Cindy Connitt Self/resident disappointed that the Planning Commission and governing body made decisions to allow Lighthouse Charter School on this site without notifying the residents; expressed her concerns regarding the impact of traffic on the neighborhood; and questioned why short cuts had been taken to get school 'fast tracked.'
- Ken Anderson Ken Anderson & Associates/addressed concerns expressed by the City Council Members and speakers.
- Jim Brennan Jim Brennan Associates/addressed specific concerns regarding the design and construction of the sound wall and noise reduction ability.

Closed the public hearing, certified that the City Council has determined that the Mitigated Negative declaration is the appropriate level of environmental review under the California Environmental Quality Act (CEQA) for the project and found that the Mitigated Negative Declaration represents the independent judgment of the City; denied the appeal and approved the requested Conditional Use Permit subject to the findings and conditions identified in the staff report; and approved the Mitigation Monitoring Plan. In addition, the Mitigation Monitoring Plan shall identify trip reduction goals, and measures reasonably designed to achieve these goals, for both employees and parents. Reduction goals and measures shall be subject to annual review and modification as appropriate; and on Mitigation Monitoring Program NOI-1, added, "The design of the wall shall be subject to review and approval by City staff to ensure compatibility with the neighborhood."

MOTION: Ledesma. SECOND: Orozco. AYES: Johannessen, Sandeen, Cabaldon.

Entry No. 8

Opened a Tax and Equity Fiscal Responsibility (TEFRA) public hearing to receive comments regarding approving a Joint Exercise of Powers Agreement related to the California Municipal Finance Authority and approving the issuance of Private Activity Bonds for the Lighthouse Charter School Project. Hearing from no one, continued the public hearing to January 17, 2018 at the hour of 7:30 p.m., or as soon as possible thereafter as the matter may be heard, in the City Council Chambers, located at 1110 West Capitol Avenue, West Sacramento, California.

Entry No. 9

Received an update on the Downtown Riverfront Streetcar Station Design Project; engaged in a workshop to discuss the issues and opportunities surrounding the design; and provided feedback and direction to City staff.

Entry No. 10

Minute Order 17-99: Heard presentation; conducted a discussion; and authorized staff to negotiate with the Smart City Council to produce a Smart City Readiness Workshop and a summary report to inform the development of a Smart City Implementation Plan for the Council's consideration.

MOTION: Johannessen. SECOND: Sandeen. AYES: Ledesma, Orozco, Cabaldon.

Entry No. 11

Heard General Administration Function, Part II.

Assistant City Manager Berlin announced that the Community Center and City Hall will be closed over the holidays from December 25 through January 1.

City Manager Tuttle announced that the funeral services for Kathleen O'Leary, former City Redevelopment Agency Program Manager, will be held at Our Lady of Grace Church on Friday, December 22; and reported that City staff have reached an agreement with *Visit Sacramento*, co-sponsor of the New Year's Eve fireworks show at Tower Bridge. City staff have established two locations on the river in order to maximize viewing opportunities from West Sacramento.

Conference with Legal Counsel – Significant Exposure to Litigation - GC §54956.9(b): 1  
No action taken.

Conference with Labor Negotiator - GC §54957.6  
Agency Negotiator: Laura Izon Powell  
Employee Organization: Police Officers' Association (POA), Police Managers' Association (PMA),  
Firefighters' Association Local 522  
No action taken.

Conference with Real Property Negotiator – GC §54956.8  
Negotiating Parties: City and US Bureau of Reclamation  
Property: City of West Sacramento Central Valley Project Water Supply  
Under Negotiation: Price and Terms of Payment  
No action taken.

Conference with Legal Counsel – Existing Litigation - GC §54956.9  
Name of Case: Case #CV16-534 C.C. Myers, Inc./Liberty Mutual (Plaintiffs) v. City of West Sacramento  
No action taken.

Conference with Real Property Negotiator – GC §54956.8  
Negotiating Parties: Aaron Laurel, City; Stephan Daues, Mercy Housing  
Property: 1725-1801 West Capitol Avenue, West Sacramento, CA 95691  
Under Negotiation: Price and Terms of Payment  
No action taken.

The meeting adjourned at 10:42 PM.

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Kryss Rankin, City Clerk

Minutes approved as presented by a majority  
vote of the City Council on January 17, 2018.

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Kryss Rankin, City Clerk



MEETING DATE: January 17, 2018

ITEM # 10

**SUBJECT:**

**PUBLIC HEARING AND CONSIDERATION OF RESOLUTION 18-4 APPROVING THE ISSUANCE OF CHARTER SCHOOL REVENUE BONDS BY THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY IN THE AMOUNT OF \$18 MILLION TO BE USED BY CALIFORNIA CHARTER SCHOOLS**


**INITIATED OR REQUESTED BY:**

Council     Staff

Other

**REPORT COORDINATED OR PREPARED BY:**

Paul Blumberg, Public Finance Manager



Amanda Berlin, Assistant City Manager

**ATTACHMENT**     Yes     No

Information

Direction

Action

**OBJECTIVE**

This report is intended to provide for a public hearing and approval of a issuance of private purpose revenue bonds through a conduit financing authority, the California Municipal Finance Authority (Authority), to fund land acquisition and construction of an educational facility within West Sacramento.

**RECOMMENDED ACTION**

It is respectfully recommended that the City Council:

1. Conduct a public hearing under the Tax and Equity Fiscal Responsibility Act (TEFRA) in connection with the proposed issuance in one or more series of revenue bonds by California Municipal Finance Authority (CMFA) in an amount not to exceed \$18,000,000 ("the Bond") to assist in the land acquisition and construction of the Lighthouse Charter School, located at the corner of Bryte and Hobson Avenues; and
2. Adopt Resolution 18-4 which approves the issuance of bonds by the Authority, for the purposes of Section 147(f) of the Internal Revenue Code, which requires that private activity bonds be authorized by the "applicable elected representative of the governmental unit having jurisdiction over the area in which the financed facility is proposed to be located."

**BACKGROUND**

Lighthouse Charter Schools (the Developer) is proposing to develop the school on a 4.4 acre site (841 Bryte Avenue) located at the corner of Bryte and Hobson Avenues. The structures will include 10 modular buildings totaling 34,080 square feet and a Multi-Purpose Gymnasium building totaling approximately 12,040 square feet. The project, which will be a replacement for the current educational facility located in Clarksburg, will be financed by a typical combination of sources, including the proposed bonds.

Before construction can commence, the developer must complete the merger of two parcels located at 841 Bryte and 1444 Hobson. The developer is currently working with the City to complete the lot line adjustment and parcel merger which will then be assigned a new address, 899 Bryte Avenue. In anticipation of a bond allocation being awarded by the Authority to the Developer, a prerequisite to issuing the Bonds is the proposed TEFRA hearing, which is the subject of the actions outlined in Resolution 17-69.

**ANALYSIS**

Developers of the Lighthouse Charter School requested that CMFA serve as the municipal issuer of the bonds in an aggregate principal amount not to exceed \$18 million of tax-exempt revenue bonds. The proceeds of the bonds will be used to finance the construction of the Project and pay certain expenses incurred in connection with the issuance of the bonds. In order for all or a portion of the bonds to qualify as tax-exempt bonds, the City of West Sacramento must conduct a public hearing providing for the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. A required public notice of this TEFRA hearing was published on January 3, 2018, in the *News Ledger*. Following the close of the TEFRA hearing, the City Council must provide its approval before Authority may issue the bonds.

The Authority was created on January 1, 2004, pursuant to a joint exercise of powers agreement to promote economic, cultural, and community development through the financing of economic development and charitable activities throughout California. To date, over 150 municipalities have become members of Authority. On August 1, 2012, the City authorized execution of a Joint Exercise of Powers Agreement (JPA) with the Authority. The JPA provides that the Authority is a public entity, separate and apart from each member executing such



agreement. The debts, liabilities and obligations of the Authority do not constitute debts, liabilities or obligations of its members.

The bonds to be issued by the Authority for the Project will be the sole responsibility of the borrower (Leader and Scholar Two, LLC) and the City will have no financial, legal, moral obligation, liability or responsibility for the Project or the repayment of the Bonds. All financing documents with respect to the issuance of the Bonds will contain clear disclaimers that the Bonds are not obligations of the City or the State of California, but are to be paid for solely from funds provided by the borrower.

In the past, the City Council previously approved resolutions which authorized the Authority to issue bonds to assist with the multi-family residential projects (i.e., the Savannah and Bridge housing projects). The City has also previously authorized the Authority's Property Assessed Clean Energy (PACE) financing program to operate within the City. There are no costs associated with membership in Authority and the City will in no way become exposed to any financial liability by reason of its membership in Authority. In addition, participation by the City in the Authority will not impact the City's appropriations limits and will not constitute any type of indebtedness by the City. Outside of holding the TEFRA hearing and adopting the required resolution, no other participation or activity of the City or the City Council with respect to the issuance of the bonds will be required.

Environmental Consideration

Not applicable. This report concerns actions that do not constitute approval as defined by CEQA because it does not commit the City to a definite course of action in regard to the project. (CEQA Guidelines, section 15352)

Commission Recommendation

Not applicable

Strategic Plan Integration

Not applicable

Alternatives

Staff's recommendation is to approve Resolution 18-4, which authorizes the Authority to issue private activity bonds. The alternative could include a delay in approval to allow the applicant to provide additional information on the project to be financed. The City Council could also choose not to authorize the issuance of bonds.

Coordination and Review

Preparation of this report was coordinated with the City's Economic Development Department, Community Development Department, and City Manager's Office.

Budget/Cost Impact

The actions recommended in this report do not have an impact on the City's budget.

**ATTACHMENT**

Resolution 18-4

**RESOLUTION NO. 18-4**

**A RESOLUTION OF WEST SACRAMENTO CITY COUNCIL APPROVING OF THE ISSUANCE OF CHARTER SCHOOL REVENUE BONDS BY THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY, IN ONE OR MORE SERIES IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$18,000,000 FOR THE PURPOSE OF FINANCING AND/OR REFINANCING THE ACQUISITION, PERMITTING, CONSTRUCTION AND EQUIPPING OF EDUCATIONAL FACILITIES TO BE USED AS BY CALIFORNIA CHARTER SCHOOLS AND CERTAIN OTHER MATTERS RELATING THERETO**

**WHEREAS**, pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"), certain public agencies (the "Members") have entered into a Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the "Agreement"), in order to form the California Municipal Finance Authority (the "Authority" or "Issuer"), for the purpose of promoting economic, cultural and community development, and in order to exercise any powers common to the Members, including the issuance of bonds, notes or other evidences of indebtedness; and

**WHEREAS**, the City of West Sacramento (the "City") is a member of the Authority; and

**WHEREAS**, the Authority is authorized to issue and sell revenue bonds for the purpose, among others, of financing or refinancing the acquisition, construction and rehabilitation of building(s) to be used as educational facilities; and

**WHEREAS**, Leaders & Scholars Two, LLC, a California limited liability company (the "Borrower"), has requested that the Authority participate in the issuance of one or more series of charter school revenue bonds in an aggregate principal amount not to exceed \$18,000,000 (the "Bonds"); and

**WHEREAS**, the proceeds of the Bonds will be used for a plan of finance consisting of financing and/or refinancing the following: (1) the acquisition, permitting, construction and equipping of educational facilities, located at 841 Bryte Avenue, West Sacramento, California (the "Facilities") in Yolo County, California; (2) capitalized interest, if necessary, with respect to the Bonds; (3) a reserve fund, if necessary, with respect to the Bonds; and (4) certain expenses incurred in connection with the issuance of the Bonds, including any applicable credit enhancement costs for the Bonds (such purposes are referred to herein collectively as the "Project"); and

**WHEREAS**, the Facilities are currently owned by Leaders & Scholars Two, LLC, a California limited liability company (or any successor thereto) (the "Borrower"), the sole member of which is Leaders and Scholars, Inc., a California nonprofit corporation, and/or leased to River Charter Schools (the "Corporation"), a California nonprofit public benefit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code"); and

**WHEREAS**, the Facilities are expected to be operated by the Borrower and used for the operation of California public charter schools; and

**WHEREAS**, the Project is located within the territorial limits of the City; and

**WHEREAS**, pursuant to Section 147(f) of the Internal Revenue Code of 1986 (the "Code"), the issuance of the Bonds by the Issuer must be approved by the City because the Facilities are located within the territorial limits of the City; and

**WHEREAS**, the City Council of the City (the "City Council") is the elected legislative body of the City and is one of the applicable elected representatives required to approve the issuance of the Bonds under Section 147(f) of the Code; and

**WHEREAS**, the Issuer has requested that the City Council approve the issuance of the Bonds by the Issuer for the financing of the Project in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the "Agreement"), among certain local agencies, including the City; and

**WHEREAS**, the Facilities provide significant benefits to the residents of the City through the educational services provided by the charter schools and the Facilities will also create employment opportunities for residents of the City; and

**WHEREAS**, the Issuer's issuance of the Bonds will result in a more economical and efficient issuance process because of the Issuer's expertise in the issuance of conduit revenue bonds; and

**WHEREAS**, it is intended that this Resolution shall comply with the public approval requirements of Section 147(f) of the Code; provided, however, that this Resolution is neither intended to nor shall it constitute an approval of the Facilities by the City Council for any other purpose; and

**WHEREAS**, a public hearing was held by the City on the 18th day of January, 2018, at the meeting which commenced at 7:30 p.m., in the Chambers of City Council, 1100 West Capitol Ave., West Sacramento, California 95691, following duly published notice thereof in a newspaper of general circulation in the City, and all persons desiring to be heard have been heard.

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

Section 1. The foregoing resolutions are true and correct.

Section 2. The City Council hereby approves the issuance of the Bonds by the Issuer. It is the purpose and intent of the City Council that this resolution constitute approval of the issuance of the Bonds (a) by the "applicable elected representative" of the governmental unit having jurisdiction over the area in which the Facilities are located in accordance with Section 147(f) of the Code; and (b) by the Mayor in accordance with Section 4 of the Agreement; *provided, however*, that this Resolution shall not constitute an approval of the Facilities by the City for any other purpose.

Section 3. The issuance of the Bonds shall be subject to the approval of the Authority of all financing documents relating thereto to which the Authority is a party. The City shall have no responsibility or liability whatsoever with respect to the Bonds.

Section 4. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing to acquire or rehabilitate the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, rehabilitation or operation of the Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

Section 5. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing transaction approved hereby.

Section 6. This resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** by the City Council of the City of West Sacramento this 17<sup>th</sup> day of January, 2018, by the following vote:


**AYES:**  
**NOES:**  
**ABSENT:**

\_\_\_\_\_  
Christopher L. Cabaldon, Mayor

**ATTEST:**

\_\_\_\_\_  
Kryss Rankin, City Clerk



MEETING DATE: January 17, 2018		ITEM #		
SUBJECT: PUBLIC HEARING TO CONSIDER THE CLOSEOUT OF CDBG GRANT 14-CDBG-9894				
INITIATED OR REQUESTED BY:		REPORT COORDINATED OR PREPARED BY:		
<input type="checkbox"/> Council <input checked="" type="checkbox"/> Staff		Amber Whitaker, Community Investment Specialist		
<input type="checkbox"/> Other		 Aaron Laurel, Economic Development & Housing Director		
ATTACHMENT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Information	<input type="checkbox"/> Direction	<input checked="" type="checkbox"/> Action

**OBJECTIVE**

The objective of this report is to facilitate a public hearing to receive public comment regarding the closeout of Community Development Block Grant (CDBG) 14-CDBG-9894.

**RECOMMENDED ACTION**

It is respectfully recommended that the City Council conduct a public hearing to receive comment on the activities funded with CDBG grant 14-CDBG-9894.

**BACKGROUND**

CDBG funding originates from the U.S. Department of Housing and Urban Development (HUD). All CDBG funds must be used to address at least one of the three CDBG national objectives: 1) benefit to low-income persons, defined as persons from households at or below 80% of the Area Median Household Income (AMI) for Yolo County (Attachment 1); 2) elimination of slums or blight; or 3) urgent need, which refers to emergencies such as earthquake or flood damage. Receipts from previously funded CDBG activities are called Program Income (PI). All CDBG PI must be spent before new grant funds may be drawn from the State Department of Housing and Community Development (HCD).

The City received CDBG funding on a competitive basis from HCD through their Small Cities Program for nearly three decades. Beginning fiscal year 2016/2017, the City started receiving its CDBG funding directly from HUD as an Entitlement City. Grant 14-CDBG-9894 was the City's final State CDBG grant, with its three-year term having closed on October 31, 2017. HCD requires that the City conduct a public hearing at the end of each grant term to provide citizens with an opportunity to comment on activities funded with the grant. Following public review of the grant closeout, all closeout reports must be submitted to HCD by January 31, 2018.

**ANALYSIS**

Grant 14-CDBG-9894 made available \$815,000 to help fund six different activities serving low-income West Sacramento residents. Throughout the grant term, the City received \$873,811 in PI, supplying over \$1.6 million in CDBG funding for the following activities:

**Fair Housing Services - \$59,787**

A three-year contract was executed with Project Sentinel, a HUD-approved housing counseling agency, to provide fair housing counseling and education to low-income residents, along with fair housing testing and education to ensure that landlords comply with applicable fair housing laws. Local jurisdictions that receive CDBG funds are required to provide these services. During the contract's term, Project Sentinel counseled 43 households, which included opening 21 investigations and providing complaint intake and referral services. In addition, the consultant conducted 61 outreach activities including formal presentations, trainings, and attending networking events. Of the households served, 42% were extremely low-income (at or below 30% of the County's AMI).

**Homeless Outreach and Coordination - \$255,289**

Homeless outreach and coordination consisted of providing services to persons living along West Capitol Avenue and in illegal homeless camps. The program also furthered the Homeless Action Plan by facilitating coordination between the City, Yolo County service providers, local non-profit agencies, and faith-based organizations. The program encouraged self-sufficiency by ensuring that chronically homeless persons were linked with supportive services to obtain income, apply for health benefits, address mental health and/or addiction issues, and move into stable housing situations. Over a three-year period, the program served 133 persons with 83% of those

persons being extremely low-income.

#### Preschool Tuition Assistance - \$138,200

Preschool tuition assistance was provided to low-income families living within West Sacramento whose children attended a participating preschool. Learning Ladder Preschool was the only preschool within the City that participated in the program. During the 2015/16 and 2016/17 school years, 16 children received tuition assistance with 30% of those children's families being extremely low-income.

#### Microenterprise Technical Assistance - \$118,209

Opening Doors was the City's consultant for the Microenterprise Technical Assistance Program. The program was made available to low-income persons owning or expressing interest in owning a commercial enterprise with 5 or fewer employees. Two series of the program were conducted, consisting of six classes each. Topics covered included how to start a business, marketing, financial reporting, budgeting, human resources issues and financing. Opening Doors has business counseling staff fluent in English, Spanish and Russian, and obtains interpreters for other languages when needed. The program served 81 prospective businesses and 29 existing business owners within the City. Of those persons served, 35% were extremely low-income.

#### Microenterprise Financial Assistance - \$20,000

Financial assistance was made available to persons who attended and graduated from the Microenterprise Technical Assistance Program. Four local businesses applied for and received financial assistance in the form of a \$5,000 grant. Grant funding was used to purchase office supplies, equipment, and other direct costs incurred by the businesses. Each applicant was required to provide 33% in matching funds.

#### Infrastructure Improvements in Support of Affordable Housing - \$1,025,326

State CDBG PI was used to construct offsite infrastructure in support of the West Gateway Place (formerly Delta Lane) affordable housing project. These activities included construction engineering, street improvements, relocation of an existing bus turnout, construction of a streetcar stop, drainage, sewer, water, street lighting, utilities and landscaping. The drainage improvements included the relocation of a stormwater drainage pump station to an offsite location. These infrastructure improvements provided a direct benefit to 76 low-income households residing within the affordable housing project. Of those 76 households, 37% were extremely low-income.

#### Public Safety Study - \$72,000

A public safety study was conducted to evaluate the City's Police and Fire Departments' facilities, equipment, technology, and staffing needs in order to improve response times to calls for service. Some of the key elements of the scope of work included assessing current sworn and professional (non-sworn) staffing levels, providing a structured and defensible methodology for the Departments' staff to use in projecting future staffing needs, recommending staffing levels that will allow the Departments' to maintain or increase its current levels of service, and identifying various issues that could impact the Departments' staffing over the course of the 25-year planning horizon. The final assessment reports (Attachment 2 and 3), provide the results of this analysis of current and projected staffing in West Sacramento as well as commentary on technology and facilities.

#### Environmental Considerations

All activities funded under this grant have satisfied all National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) requirements. HCD requires the City to complete all required NEPA/CEQA reviews prior to initiating any grant activity.

#### Commission Recommendation

In March of 2014, staff presented considerations and recommendations regarding the funding priorities of this grant to the Economic Development and Housing Advisory Commissions. However, Commission involvement was not necessary for this closeout public hearing.

#### Strategic Plan Integration

The activities funded under this grant further the City's mission to provide quality municipal services, infrastructure, community improvements, financially sound city government and a superior workforce. Specific activities funded under this grant further the 2012 City Council Management Agenda High Priority item, "Youth Needs Assessment/Programs" and the 2017 Policy Agenda Top Priority items, "Streetcar Development" and "Homelessness and Community Impacts (Measure E)."

#### Alternatives

The following alternatives are submitted for the Council's consideration:



1. Conduct the public hearing and receive comment on the closeout of grant 14-CDBG-9894. This is the recommended alternative.
2. Do not conduct the public hearing. This is not recommended because the closeout reports cannot be forwarded to HCD without the public hearing review.

Coordination and Review

Staff coordinated with HCD to ensure all closeout requirements were met. In addition, staff coordinated with Project Sentinel, Opening Doors, Learning Ladder Preschool, the West Sacramento Fire Department and Police Department, and the City's Finance Department to ensure all data were accounted for and reported for this closeout.

Budget/Cost Impact

There is no budgetary or cost impact to the recommended action.

**ATTACHMENTS**

1. State CDBG Income Limits
2. Police Department Assessment – Final Report
3. Fire Department Assessment – Final Report

**2015 State CDBG Income Limits  
Effective June 1, 2015**

INCOME CATEGORY	NUMBER OF PERSONS IN HOUSEHOLD							
	1	2	3	4	5	6	7	8
Extremely Low (30% AMI)	15,200	17,350	19,500	21,650	23,400	25,150	26,850	28,600
Very Low (50% AMI)	25,300	28,900	32,500	36,100	39,000	41,900	44,800	47,700
Low (80% AMI)	40,450	46,200	52,000	57,750	62,400	67,000	71,650	76,250

**2016 State CDBG Income Limits  
Effective June 6, 2016**

INCOME CATEGORY	NUMBER OF PERSONS IN HOUSEHOLD							
	1	2	3	4	5	6	7	8
Extremely Low (30% AMI)	15,600	17,800	20,050	22,250	24,050	25,850	27,600	29,400
Very Low (50% AMI)	25,950	29,650	33,350	37,050	40,050	43,000	45,950	48,950
Low (80% AMI)	41,550	47,450	53,400	59,300	64,050	68,800	73,550	78,300

**2017 State CDBG Income Limits  
Effective April 14, 2017**

INCOME CATEGORY	NUMBER OF PERSONS IN HOUSEHOLD							
	1	2	3	4	5	6	7	8
Extremely Low (30% AMI)	15,700	17,950	20,200	22,400	24,200	26,000	27,800	29,600
Very Low (50% AMI)	26,150	29,900	33,650	37,350	40,350	43,350	46,350	49,350
Low (80% AMI)	41,850	47,800	53,800	59,750	64,550	69,350	74,100	78,900

# Police Department Assessment

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WEST SACRAMENTO, CALIFORNIA

## FINAL REPORT

This report was financed in part by funding from the U.S. Department of Housing and Urban Development (HUD) through the State of California Community Development Block Grant (CDBG) program.



October, 2017

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# 1 Introduction

The Matrix Consulting Group was retained by the City of West Sacramento to conduct a Police Department Staffing Study. The following report presents the results of the study. This section of the report provides background to the study and how it was conducted.

## 1. Introduction and Study Background.

This study had several goals with the predominant focus revolving around the short and longer-term staffing needs for the West Sacramento Police Department (WSPD). A desired outcome for the study is the development of an approach that enables the Police Department to have planning tools for continued master planning efforts related to current and future staffing requirements for the police department. Key elements of the scope of work include:

- Assessing current sworn and professional staff (non-sworn) levels. Are staffing levels adequate for current workload and the Department's goals, without curtailing service or requiring excessive overtime work?
- Providing a structured and defensible methodology for the West Sacramento Police Department staff to use in projecting future staffing needs.
- Recommending staffing levels that will allow the Department to maintain or increase its current levels of service.
- Identifying various issues that could impact the West Sacramento Police Department's staffing over the course of the 25-year planning horizon.

There are no simple benchmarks for law enforcement staffing. While it may be simple to suggest that law enforcement resource needs can be based on the number of sworn staff per thousand population, the Matrix Consulting Group does not use a "per 1,000" ratio as an analytical tool in assessing law enforcement staffing needs as such

an approach is not consistent with best practice. Instead of sworn per capita ratios, then, our project team evaluates staffing requirements based on unique metrics and approaches associated with individual work units within a law enforcement agency. As a result, empirical methods reflecting the unique needs and service environment in West Sacramento need to be utilized to build the future staffing analysis for the WSPD.

In addition to the staffing goals of the study, the Scope of Work also entailed commentary on any key organizational and operational issues deserving evaluation, as well as a higher-level review of WSPD technologies and facilities, and their potential impact on current and future operations. These issue areas are discussed in the final two chapters of this report.

## **2. Approaches Utilized in the Study.**

To understand and evaluate staffing needs of the West Sacramento Police Department, the Matrix Consulting Group accomplished the following tasks in this study:

- Developed data for use in the analysis of responsibilities, deployments, workloads and service levels for each function in the West Sacramento Police Department.
- The project team conducted extensive interviews of staff throughout the Department. We also solicited employee feedback on current staffing levels, deployments and approaches to operations management.
- The project team met with Community Development staff and evaluated the current and projected population and demographics in the City, projected developments that would impact law enforcement needs and other factors that needed to be considered (e.g., commercial development and transportation / transit improvements).
- The project team collected data to evaluate staffing levels, current deployments, workloads, service levels, crime data, etc. to understand the current crime and law enforcement service environment in West Sacramento.
- Based on the information collected and incorporating planning assumptions developed and review with the Police Department, the project team developed a



staffing model for use now and in the future as experience and service expectations change.

- Throughout this process, the project team met with staff in the Police Department to review facts, findings, issues and assumptions and recommendations.

This report provides the results of this analysis of current and projected staffing in West Sacramento as well as commentary on technology and facilities.

## 2 Executive Summary

This Executive Summary provides a brief description of key outcomes related to the analysis including staff projections and recommendations.

### 1. Summary of the Twenty-Five Year Planning Analysis.

Overall, as the West Sacramento community continues to grow and evolve as described in this report, it is expected that the WSPD will nearly double in size over the twenty-five-year planning horizon as shown in the table below:

**Summary Results of the Staffing Projection Analysis**

	<b>Now</b>	<b>2025</b>	<b>2030</b>	<b>2042</b>	<b>% Change</b>
<b>Sworn</b>	70	85	98	132	89%
<b>Civilian</b>	26	27.5	31.5	42	61%
<b>Total</b>	<b>96</b>	<b>112.5</b>	<b>129.5</b>	<b>174</b>	<b>81%</b>
<b>+/-</b>	–	<b>+16.5</b>	<b>+17</b>	<b>+44.5</b>	<b>(+78)</b>

A complete and detailed account of the changes by each position and assignment, as well as baseline assumptions and factors used in the calculations, can be found in Chapter 7.

### 2. Summary of the Recommendations.

Throughout this report the project team provides evaluation and analysis of the staffing, planning, and other key service areas provided by the WSPD and makes recommendations surrounding identified issue areas. The table below provides a summary list of all the recommendations, appearing in sequential order, in this report.

## Recommendations

### UNIFORMED SERVICES DIVISION

A total of 34 field patrol officers should be authorized in the Uniformed Services Division to consistently meet existing proactive patrol time targets. This is an increase in four (4) authorized positions above current (and present authorized) staffing levels.

Increase authorized Uniformed Services Division field patrol officers to 61 positions by 2042.

Maintain existing and authorized patrol sergeant staffing levels of seven (7) positions, increasing to eight (8) authorized positions by 2042.

Maintain existing and authorized K9 staffing levels of two (2) positions. Increase authorized staffing levels to four (4) positions by 2042.

WSPD should revisit the modeling approach utilized in this report every 3 to 5 years, adjusting for changes to the turnover rate, or desired proactivity levels.

Maintain the philosophical approach to bike patrol using current patrol officers in the near term; however, revise the program over the longer-term planning horizon whereby bike patrol becomes a full-time assignment beginning with two (2) officers in 2025 and up to eight (8) officers by 2042.

Maintain existing and authorized Traffic Unit staffing levels of one (1) Sergeant and three (3) Officers. Increase authorized staffing levels to two (2) sergeants and eight (8) traffic officer positions by 2042. Traffic sergeants will also oversee bike patrol upon full-time implementation of that program.

### SUPPORT SERVICES DIVISION

Reduce existing authorized detective staffing levels to five (5) positions consistent with the present number of detective staff deployed.

Increase authorized detective staffing levels to ten (10) positions by 2042. Maintain existing detective sergeant staffing in the near-term, increasing to two (2) detective sergeant positions by 2042.

Transfer the School Resource Officer program from the Detective Sergeant to the Community Relations Sergeant.

Fill the vacant detective position in the Special Investigations Unit (SIU), increasing actual staffing from two to three (3) detective positions. Maintain SIU sergeant supervision of one (1) position.

Increase authorized SIU detective staffing levels to six (6) positions by 2042. Maintain existing SIU sergeant staffing throughout the planning horizon.

Maintain existing Records line staffing levels of six (6) positions, reducing authorized staffing levels by one (1) Records Technician position. Continue deployment of one (1) civilian Records Supervisor position.

Increase authorized Records line staffing levels to eleven (11) positions by 2042. Maintain existing Records supervision staffing levels of one (1) supervisor.

WSPD should work with the RMS vendor to enhance the field based reporting abilities of the software and discontinue the use of the standalone Hoplon software.

**Recommendations**

**CONSTITUTIONAL POLICING DIVISION**

Fill the vacant lieutenant position in the Constitutional Policing Division.

Maintain existing Community Relations Unit (CRU) staffing of 10.5 line and supervisory positions in the near term.

Reconstitute full-time and part-time staffing in the CRU by 2030, and increase overall staffing levels to thirteen (13) positions by 2042.

Maintain existing and authorized School Resource Officer staffing levels of two (2) Officers. Increase authorized staffing levels to four (4) officer positions by 2042.

Maintain existing Crime Analysis staff of one (1) position over the planning horizon. Continue COMPSTAT operations.

Maintain other key civilian staffing levels at current deployment approaches. By 2042, increase the Community Service Officers by two (2) positions; the Crime Scene Investigators by two (2) positions; the Property & Evidence Clerks by 1.5 positions; and Homeless Coordinator, Juvenile Counselor, and Diversion Clinician by one (1) position each.

Maintain existing Training Officer staffing of one (1) sworn position, increasing by one (1) authorized staffing position by 2042.

**TECHNOLOGY AND FACILITIES**

The West Sacramento Police Department should work with neighboring law enforcement agencies on the acquisition and deployment of a regional CAD and RMS solution.

Assign a dedicated IT staff person from the City to the Public Safety Departments, with that individual's physical office being located within the Police Department office building.

Ensure that the West Sacramento Police Department is involved with the deployment of FirstNet technologies within the region.

The City should make the replacement of the Police Department building a priority in the five-year Capital Improvement Plan (CIP) with design and facilities evaluation processes beginning now.

A more detailed description for each recommendation can be found in the body of the report.

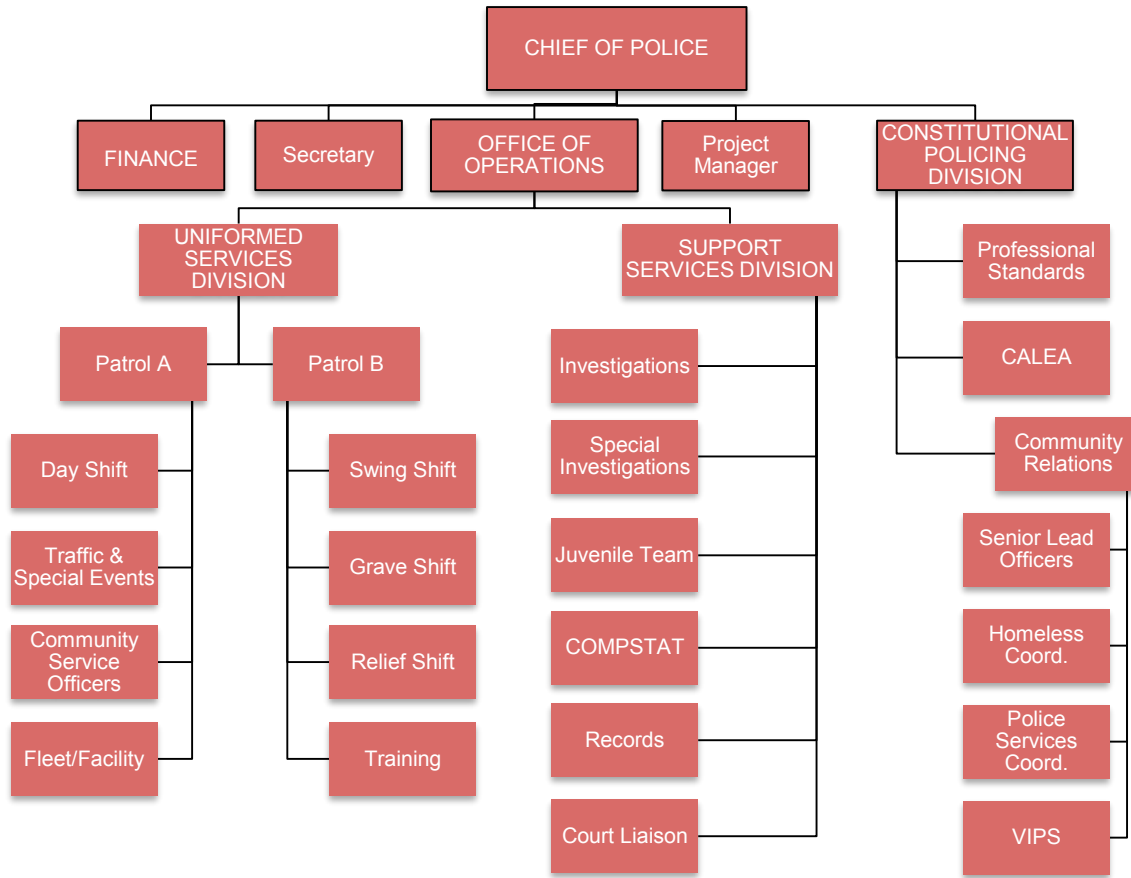
### 3 Overview of the Current Service Environment

This chapter presents an organizational overview of the West Sacramento Police Department (WSPD) and relevant community characteristics that impact current and future staff modeling. A more detailed descriptive profile of the Department, with specifics related to job positions, staffing levels, and unit functions are located in the appendix of this report. The overview is intended to provide a baseline description of the Department that provides an outline for finding, conclusions, and recommendations in subsequent chapters.

#### 1. Key Organizational Characteristics.

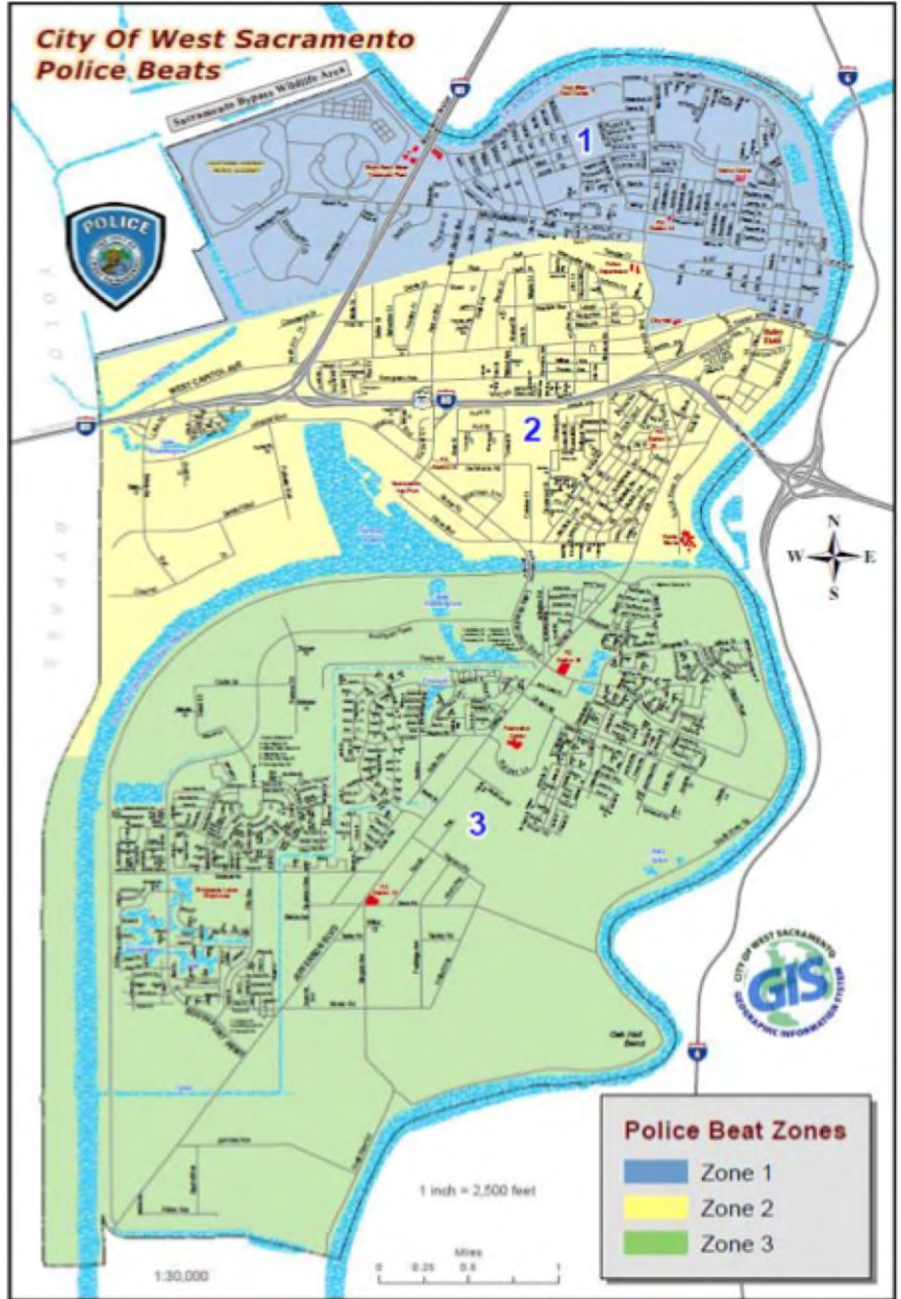
The organizational structure of the WSPD is shown in the following diagram.

### West Sacramento Police Department Organizational Structure





The city of West Sacramento is broken into three patrol beats, or “zones”, with zone 1 to the north, zone 2 encompassing the downtown area and harbor, and zone 3 lying to the south. The following map provides the outline of these areas with shading corresponding to each zone.





**(1) Part I Crime Trends**

The following table represents the Part I Crimes as reported by WSPD to the UCR Program for the years 2011 through 2015.

Part I Crimes as Reported to UCR Program						
	2011	2012	2013	2014	2015	
<b>Violent Crime</b>	<b>172</b>	<b>190</b>	<b>205</b>	<b>262</b>	<b>311</b>	
Criminal Homicide	2	0	1	1	2	
Rape	24	26	16	0	21	
Robbery	61	73	98	95	90	
Aggravated Assault	85	91	90	146	198	
<b>Property crime</b>	<b>1,376</b>	<b>1,458</b>	<b>1,483</b>	<b>1,295</b>	<b>1,457</b>	
Burglary	256	379	380	275	256	
Larceny-Theft	949	913	894	846	1,030	
Motor Vehicle Theft	171	166	209	174	171	
Arson	13	23	9	16	6	
Part I Crimes Per 1,000	33.6					
<b>5YR Violent Crime</b>						<b>▲ 81%</b>
<b>5YR Property Crime</b>						<b>▲ 6%</b>

As the chart shows Violent Crimes dramatically increased over the five (5) year reporting period increasing 81%. While this increase is significant it is still less than one violent crime per day in 2015. Despite a modest increase from 2011 to 2012, and a sharp dip in 2014, Property Crimes have remained relatively consistent with only a 6%.

**(2) Uniformed Services Division Workload Profile.**

The Uniformed Services Division is the largest division in the Department, and is also one of the most visible parts of any law enforcement agency. One of the key workloads for patrol staff is community-generated calls for service (CFS). Community generated calls for service reflect unique incidents whether one reporting party or

multiple different reporting parties are calling for service (e.g. traffic accident, home burglary, shots fired, etc.). One CFS may have multiple reporting parties. CFS workload is a key (though not only) driver of staff resource needs in any law enforcement agency.

### (3) Calls for Service Metrics.

The table below shows calls for service totals by month, showing seasonal variation as a percentage difference from the quarterly average:

Month	# of CFS	Seasonal +/- <sup>1</sup>
Jan	2,006	-1.5%
Feb	1,693	
Mar	1,805	
Apr	1,753	+4.5%
May	2,039	
Jun	2,045	
Jul	2,033	+5.0%
Aug	2,006	
Sep	1,830	
Oct	1,852	-8.0%
Nov	1,553	
Dec	1,734	
<b>Total</b>	<b>22,349</b>	

While WSPD's seasonal change is not as dramatic as in areas affected by severe weather and other factors, seasonal fluctuation does occur in West Sacramento, where calls for service volume varies by as much as 13% between Q3 and Q4.

The following table provides the ten most common incident categories of calls for service handled by patrol units over the last year, as well as the average call handling

<sup>1</sup> The column **Seasonal +/-** represents the percentage variation that each quarterly total differs from the average.

time (HT)<sup>2</sup> for each:

**Occurrence Trends for Most Common CFS Categories - 2016**

Incident Type	# CFS	HT	12a	4a	8a	12p	4p	8p
<b>970 Follow Up</b>	1,250	34.6						
<b>10-33C Audible Commercial</b>	1,031	15.8						
<b>415V Fight - Verbal</b>	1,016	28.0						
<b>980 Welfare Check</b>	1,005	29.3						
<b>602 Trespassing</b>	964	28.0						
<b>SCIRS Suspicious Subject</b>	743	23.7						
<b>5150 Insane Person</b>	661	30.7						
<b>SCIR Susp. Cir.</b>	598	25.6						
<b>10-33R Audible Residence</b>	588	16.2						
<b>370H Homeless Complaint</b>	581	20.3						
All Other Types	13,912	37.0						
<b>Total</b>	<b>22,349</b>	<b>32.8</b>						

Interestingly out of these ten (10) most common CFS, two (2) of them “10-33R Audible Residence” and “10-33C Audible Commercial” are alarms calls, and while they both have the fastest clearance times, 16.2 minutes and 15.8 minutes respectively, they also collectively represent 7.2% of the calls for service for the year and a total of 430.25 on scene work hours.

**(4) Non-Patrol Services Provided by the West Sacramento Police Department.**

The Support Services Division is responsible for the providing additional or more in depth investigative services within the Department including the investigation of

<sup>2</sup> Handling time is defined as the total time in which a patrol unit was assigned to an incident. It is calculated as the difference between the recorded time stamps the unit being dispatched and cleared from the incident.

property crimes, crimes against persons, computer crimes, gangs, vice activities, street level narcotics, and human trafficking. Support services are also provided via crime analysis of Departmental data in the form of Comparable Statistics (COMPSTAT), Crime Scene Investigations (CSI), property and evidence storage, the Juvenile Unit, School Resource Officers, and Records. The Constitutional Policing Division is the focus of several community relations efforts and provides a variety of services to include community and homeless persons outreach, conducts internal affairs investigations, and inquiries into uses of force or complaints against Department staff.

In summary, the three divisions noted provide a broad array of enforcement and other services to the West Sacramento community. As the city transforms in the future, the organizational structure and staffing levels within WSPD will be impacted. The following section discusses some of the variables that will ultimately impact WSPD staffing levels.

## **2. Key Community Characteristics.**

The sections below discuss recent trends in population and crime within West Sacramento.

**(1) Population Growth.**

The following table displays population trends in West Sacramento from 2011 to 2015, using estimates from the US Census Bureau:

**West Sacramento Population Growth (2010 – 2014)**

Year	Total Pop.	# Added
2011	49,317	
2012	49,500	+183
2013	49,751	+251
2014	50,152	+401
2015	52,622	+2,470
5YR Growth	6.7%	
<b>3YR Avg. Change</b>	<b>2.1%</b>	

At a five-year overall growth rate of 6.7%, approximately 3,305 residents have been added over the five-year period – which is a substantial pace for a city the size of West Sacramento. Much of this growth has occurred in new developments, such as the South Port area, rather than higher-density redevelopments in existing areas. This is an important consideration regarding the effects of potential growth on public safety service needs.

**(2) Regional Considerations.**

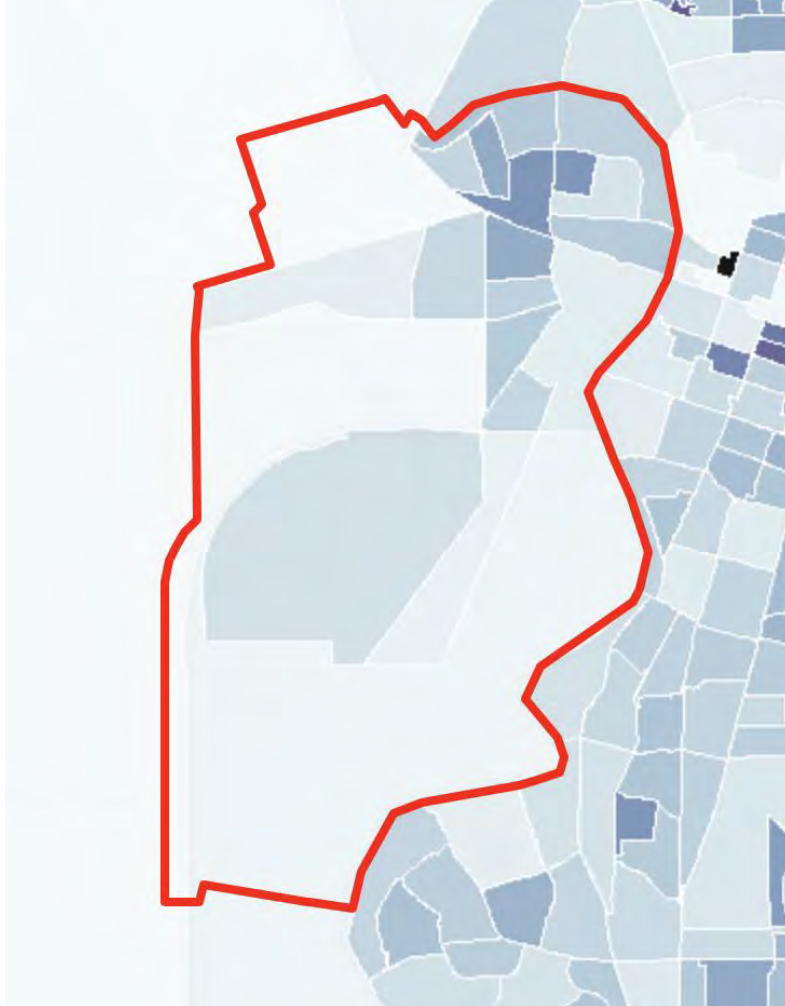
The experience of rapid growth in recent years has been shared by the surrounding region, which as a whole is also forecasted to continue to expand significantly over the next two decades.

West Sacramento, which is in somewhat of a unique position geographically, retains significant amounts of undeveloped land in the southwestern third of its boundaries. While West Sacramento immediately borders urban-density areas to the



east, and to a lesser extent in the north as well, population is more sparsely populated to the south and west. These factors are evident in the map below, which shades areas according to population density.

**West Sacramento Boundaries Within Surrounding Region**

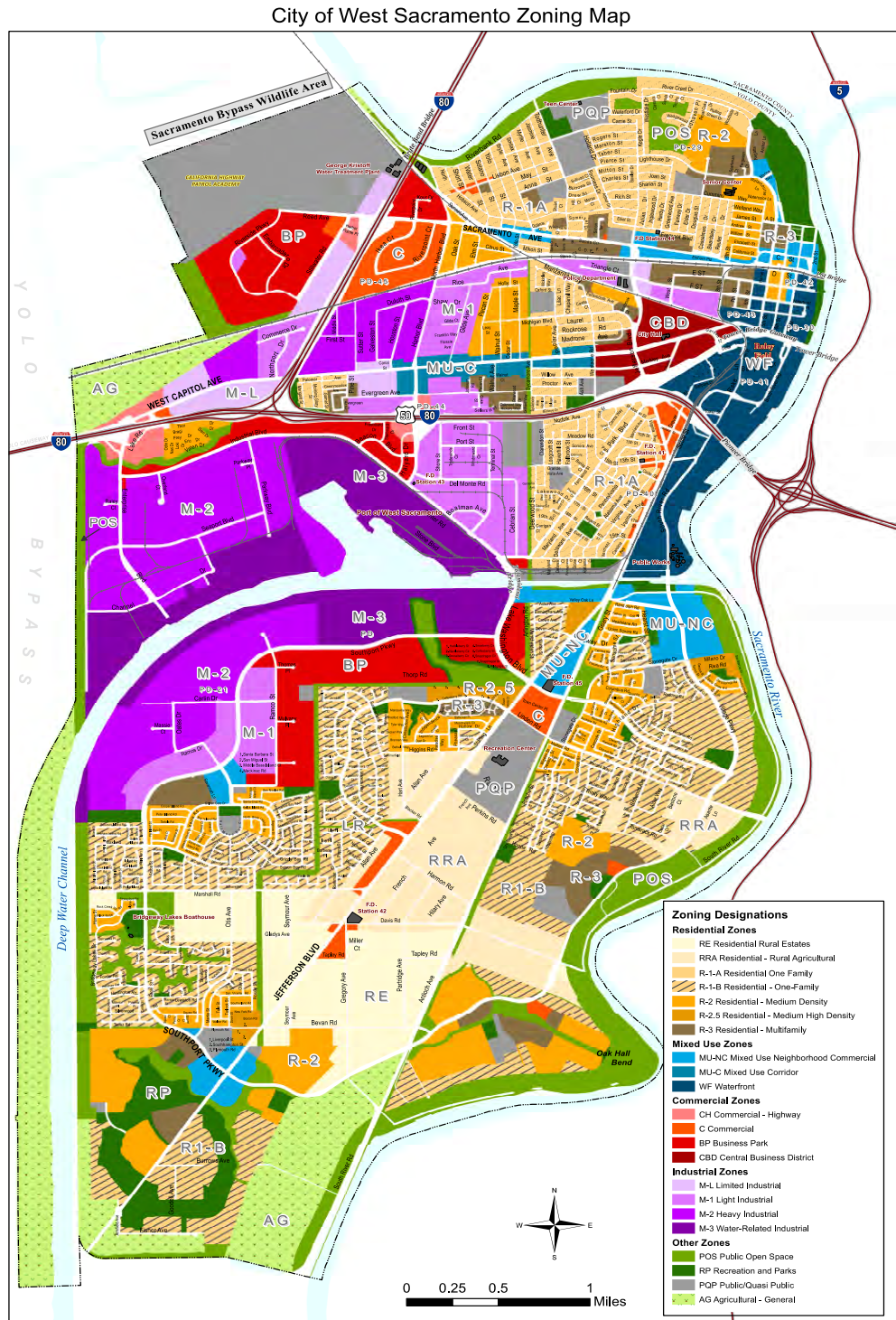


*(Darker shading indicates higher population density)*

The lack of shading within the southwestern portion of the map above reflects the undeveloped areas within this part of the city with potential for further growth. Plans for new development and re-development must be accounted for.

City zoning maps are good indicators of future growth of a city as they are by intent designed to encourage or restrict certain types of development within a particular

area. The following is the 2016 West Sacramento zoning map of the city.



According to interviews with senior City staff, review of the zoning map and the

City of West Sacramento General Plan, there are several completed and planned projects that will influence policing needs in the future.

Particularly with the development of the Raley Field (Rivercats Stadium hosting the AAA baseball team), and re-development of the Riverwalk area, the city has become a regionalized commercial and entertainment hub which attracts a number of visitors from the surrounding area. The continued development of these areas, with the addition of a 12,000-seat amphitheater near Raley Field, the introduction of boutique style hotels, higher density housing, light rail to service the area, and the addition of a multi-use trail system along the abandoned rail line (which spans from the Riverwalk district to the Southport region) will necessitate a law enforcement approach that considers non-traditionally deployed Patrol Officers, i.e. those typically deployed in a patrol vehicle. The ability for Patrol Officers to be deployed via bike, on foot, or by alternate means such as by Segway or small electric vehicle, will be key for efficient deployment of staff and keeping a community-oriented policing model which WSPD embraces.

Conversely, the continued planned growth of the Southport region is largely single family dwellings and light industrial which are most effectively policed via traditional vehicle based deployment. Additionally, the planned construction of a new bridge over the deep-water canal on Enterprise Boulevard will provide an additional access point to the Southport region further encouraging the growth and use of that area of the city. This increased use will also mean increased vehicle traffic into and out of the area which will necessitate increased traffic enforcement capabilities.

In effect, the various future planning elements discussed herein will influence the

staffing plan discussed in the following chapters.

## 4 Uniformed Services Division

In order for future projections to be made regarding the workload handled by patrol and the attendant staffing resources required to maintain a high level of service in the future, it is first critical to develop an accurate reflection of the current service environment.

### 1. Current Calls for Service and Community-Generated Patrol Workload.

Our project team has calculated the community-generated workload of the Department by analyzing incidents records in the computer aided dispatch (CAD) database within the past year. For incidents to be included in the results of this process, the following conditions needed to be met:

- The incident must have been unique.
- The incident must have occurred within the specified time period, with a call creation time stamp signifying this.
- The incident must have involved at least one West Sacramento Police Department patrol officer, including K9 units (identified using the unit code naming conventions offered by the patrol watch sheets).
- The incident must have been originally initiated by the community (911 or non-emergency telephone source), as well as a valid call type corresponding to community-generated activity.
- There must be no major data irregularities/issues with the incident's record that would prevent sufficient analysis.

After filtering through the data as listed above, the remaining calls represent the community-generated calls for service handled by the WSPD.

**(1) Calls for Service by Hour and Weekday.**

The following table displays the total number of calls for service handled by patrol units by each hour and day of the week:

**Calls for Service by Hour and Weekday - 2016**

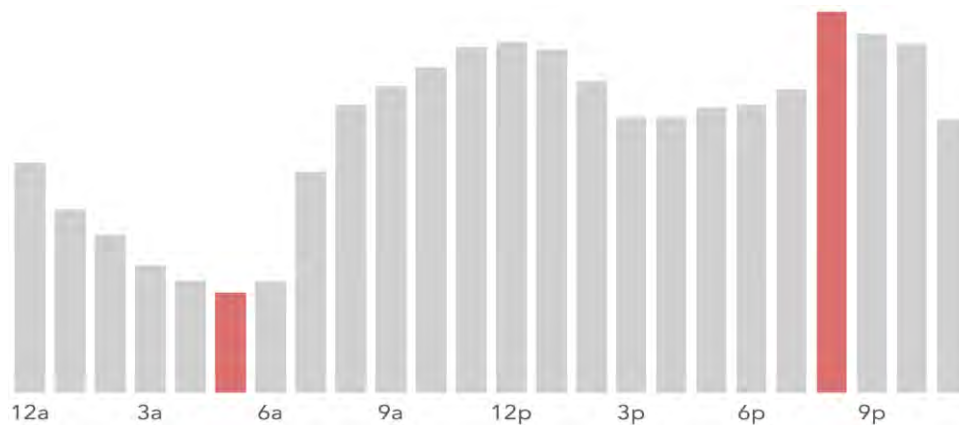
Hour	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
<b>12am</b>	155	107	104	102	96	112	138	<b>814</b>
1am	116	79	85	79	74	93	122	<b>648</b>
2am	122	62	70	57	60	77	109	<b>557</b>
3am	88	52	52	44	66	66	86	<b>454</b>
<b>4am</b>	48	56	47	52	63	62	70	<b>398</b>
5am	41	49	51	43	52	61	55	<b>352</b>
6am	45	53	66	47	59	66	56	<b>392</b>
7am	81	114	107	116	118	150	99	<b>785</b>
<b>8am</b>	111	158	138	160	164	160	128	<b>1,019</b>
9am	131	155	148	165	158	190	141	<b>1,088</b>
10am	137	171	146	155	176	184	184	<b>1,153</b>
11am	135	163	177	166	183	219	181	<b>1,224</b>
<b>12pm</b>	155	165	191	150	175	216	195	<b>1,247</b>
1pm	187	163	156	166	178	191	176	<b>1,217</b>
2pm	164	157	171	143	143	165	161	<b>1,104</b>
3pm	141	144	180	123	107	149	132	<b>976</b>
<b>4pm</b>	136	150	158	126	124	174	109	<b>977</b>
5pm	140	155	152	113	143	161	149	<b>1,013</b>
6pm	141	171	152	134	126	140	156	<b>1,020</b>
7pm	153	164	166	148	139	159	148	<b>1,077</b>
<b>8pm</b>	199	201	184	176	172	200	219	<b>1,351</b>
9pm	185	179	178	174	183	188	186	<b>1,273</b>
10pm	183	177	147	147	138	214	233	<b>1,239</b>
11pm	117	110	120	146	121	153	204	<b>971</b>
Total	3,111	3,155	3,146	2,932	3,018	3,550	3,437	22,349

As demonstrated in the chart, call totals are relatively consistent across the week, with Friday and Saturday being slightly higher than Sunday through Thursday.

Call volumes also have two (2) daily peaks, one around the noon hours, and the second



at 8:00 PM. After the second daily peak call volumes fall sharply after about 10:00 PM. This daily fluctuation is best represented by the following chart which represents the number of calls for service by hour of day.



As the chart demonstrates, calls for service volume overall varies considerably between the early morning and the late evening, with a peak in volume at 12:00 PM followed by a dip from about 2:00 PM to 7:00 PM. After that, call activity increases significantly in mid-evening, and then steadily falls to only a fraction of the peak levels through the late night and early morning hours.

**(2) Summary of CFS Workload Factors.**

Each call for service represents a certain amount of average workload, much of which is not captured within just the call handling time of the primary unit. The following table presents the various factors which also must be considered in developing workload metrics for each call. These include the amount of patrol back-up received, the amount of time of such back-up, the number of average reports written per CFS, and the average amount of time it takes to write a report. These metrics were all abstracted through data collection efforts including CAD data, employee survey data, and other sources. It should be noted that these factors are not out of line with most

other law enforcement agencies that the project team has worked with.

### Summary of Patrol Workload Factors

Category	Value
<b>Total Number of Calls for Service</b>	<b>22,349</b>
Avg. Primary Unit Handling Time (min.)	32.8
<b>Backup Units Per CFS</b>	<b>0.54</b>
Avg. Backup Unit Handling Time (min.)	25.0
<b>Reports Written Per CFS</b>	<b>0.41</b>
Time Per Report (min.)	44.0
Avg. Workload Per Call (min.)	64.3
<b>Total Workload Hours</b>	<b>23,968</b>

Overall, each call for service represents about 64.3 minutes of workload on average for patrol officers. Primary unit handling time is around half of that time, and at 32.8 minutes per call, is within the typical range for departments. The total of 64.3 minutes per call is also within the range of overall average time commitments seen by the project team.

### (3) Patrol Unit Availability and Overall Proactivity.

Proactive time is calculated through an analytical approach that examines the community-generated workload handled by patrol units, as well as the current staffing levels of the division, in order to produce a realistic estimation of the Department's staffing needs at its targeted service levels. The data required to complete the analysis has been obtained from the computer aided dispatch system and other statistical data maintained by the West Sacramento Police Department. A number of assumptions have been made in the approach in order to provide an accurate model of patrol workload. The following points provide a summary of these factors:

- Proactivity is calculated by subtracting the time spent by units handling community-generated workload from the total actual availability of patrol officers.
- While proactivity needs depend on the community served by the Department, between 40% and 50% of the actual time worked in the field by patrol units should be used to handle community-generated workload. The remaining portion of time should be used to conduct proactive patrol and community policing.
- The estimated availability of patrol officers (Net Availability) is calculated by factoring in all leave, training, overtime, time spent performing administrative functions, and every other impact to actual officer availability from the base authorized staffing figures.
- Proactivity analysis focuses only on baseline patrol officers; the activity and staffing of all other functions provided by the Department – including dedicated traffic, specialized K9, etc. – are not included in any of the calculations.
- In some cases, data is not available to exactly represent every aspect of the Department covered by the proactivity model. Time spent performing “administrative work” is typically an estimate based on survey information and/or interviews.
- The percentage of proactive time available to patrol units is understood as an overall average that varies constantly from day to day.

Overall, the goal of the analysis is to accurately model the ability of patrol units to be proactive given current staffing allocations, and should not be considered a performance measure of how the proactive time is being used. Instead, the analysis ties the workload completed by patrol units to staffing levels in order to provide the opportunity for effective proactive policing. A Department should generally target between 40% and 50% as an effective level of overall proactivity; there are, however, exceptions. The following charts illustrate the Net Availability and Overall Proactivity level for WSPD.

#### Breakdown of Net Availability

Calculation Factor	Value
<b>Base Annual Work Hours</b>	<b>2,080</b>

Total Leave Hours	–	176
On-Duty Training Hours	–	60
On-Duty Court Time Hours	–	20
Administrative Hours	–	286
<b>Net Available Hours Per Officer</b>	<b>=</b>	<b>1,539</b>
<hr/>		
<i>Number of Officer Positions</i>	<i>x</i>	<i>30</i>
<b>Total Net Available Hours</b>	<b>=</b>	<b>46,158</b>

**Overall Patrol Proactivity**

Total Patrol Net Available Hours		46,158
Total Patrol Workload Hours	–	23,968
<b>Resulting # of Uncommitted Hours</b>	<b>=</b>	<b>22,190</b>
<i>(Divided by total net available hours)</i>	<i>/</i>	<i>46,158</i>
<b>Overall Proactivity Level</b>	<b>=</b>	<b>48.1%</b>

As the charts above show, patrol retains a 48.1% level of patrol proactivity – the percentage of time patrol units have left over after handling community-generated workload, administrative tasks, various types of leave, and anything else that would prevent them from being available and on-duty. At 48% overall proactivity, West Sacramento is at the higher end of the effective range for patrol services for a community its size, and reflects a very reasonable amount of time to conduct community policing and other problem-solving efforts.

Although this number is influenced by the number of staff allocated to patrol functions, it is also influenced by net available time. For the purposes of the planning analysis, it is assumed that this level of proactive time is targeted to continue in the future under the same kinds of operational parameters (e.g. leave time).

At an overall level of 48.1%, the WSPD is able to generally provide an operationally effective, proactive service throughout the area it covers. The results of this analysis are broken down by hour and day of week in the following chart:

**Proactivity by Hour and Day of Week**

Time	# Units	S	M	T	W	Th	F	Sa	Overall
2am–6am	5.0	54%	69%	67%	81%	64%	59%	40%	64%
6am–10am	5.0	53%	42%	43%	66%	37%	35%	50%	49%
10am–2pm	5.0	25%	15%	20%	59%	2%	-3%	6%	23%
2pm–6pm	7.5	44%	36%	30%	75%	46%	38%	44%	55%
6pm–10pm	7.5	32%	26%	33%	61%	39%	33%	30%	43%
10pm–2am	7.5	42%	46%	59%	68%	52%	38%	29%	53%
<b>Overall</b>	<b>6.3</b>	<b>44%</b>	<b>41%</b>	<b>49%</b>	<b>69%</b>	<b>43%</b>	<b>36%</b>	<b>37%</b>	<b>48%</b>

Resources overall are sufficient at almost all hours to both respond to calls for service and to be proactive, although some limitations do exist. The time from 10:00 AM to 2:00 PM on all days of the week, except Wednesday, present clear issues, with proactivity falling mathematically as low as -3% at one point<sup>3</sup>. The negative value represented on Fridays during this hour indicates a lack of proactive time and a high likelihood of calls for service pending awaiting an available officer. It suggests opportunities for potential scheduling re-alignment which should be examined by WSPD.

**2. Methodology Used in Projecting Patrol-Related Staffing Needs.**

The following sections provide an overview of how the workload analysis ties into staffing level projections, as well as the major categories for determining the projected

<sup>3</sup> Obviously “negative” proactive time does not exist; this is an artifact of the modelling exercise. In these instances, patrol officers are not being released for meals, writing reports, and performing other activities unrelated to call for service response.

needs for individual patrol positions in the future.

**(1) Projection Factors Used in the Analysis of Patrol and Other Functions.**

Patrol services are typically the largest single section of a police agency, and serves as a nexus for the other services provided by the rest of the Department. Beyond that, the workload and staffing levels of patrol represent direct impacts to the work performed by the rest of the Department. Whereas insufficient resources in patrol can limit the ability of a Department to allocate staff to other functions, the addition of resources to patrol can also increase the workloads of other types of staff whether due to increased numbers of reports being written, arrests being made, etc.

As a result of this relationship, calls for service and the overall community-generated workload handled by patrol are key drivers of staffing needs for many areas of the Department. This is particularly true for other types of field units, such as traffic and other services which proactively engage with community issues.

By the same token, crime levels represent another key determinant in the potential staffing needs of an agency. The work of detectives impacts the workload of other units, and vice versa. As with patrol, the community also plays a key role in setting expectations for the level of service to be provided. The staffing levels for an individual position are determined by one of five types of relationships. With respect to Patrol, staffing projections are largely related to category A as described below.

**Key Categories Influencing Staffing Projections**

**A Scaled to calls for service and/or crime levels:** The position is directly impacted by community service needs, such as calls for service and/or crime occurrences. *(These service needs have been determined through the service needs analysis model.)*

**B Tied to the staffing levels of other position(s):** Influenced by the number of staff



allocated to certain areas (e.g., changes to the number of patrol officers creates additional needs for records staff).

- C Based on span of control:** Determined by organizational considerations, such as supervisory spans of control, the impact of ancillary duties on workload, and responsibilities for managing functional areas.
- D Scaled with entire division or organization:** Smaller organizations have greater economy of scale, and allow for more specialized functions to be created. While a smaller Department may assign mid-managers significant numbers of ancillary duties, larger Departments are often better able to create dedicated positions for these roles.
- E Does not scale:** Largely static, and do not scale significantly with organizational and/or community growth.

Of course, staffing needs for an individual position can be driven by a combination of any of these factors, or by none at all. However, the five categories provide the core framework by which it is possible to build relationships between staffing levels, service demands, and organizational effectiveness. These factors are all influential in the following staff modeling exercises.

## (2) Patrol Staffing Needs Now.

Patrol staffing needs have been determined from the following factors:

- **Workload per CFS:** The total time it takes to handle an individual call for service. Includes time factors for primary and backup unit handling (as well as backup rate), report writing and jail transport/booking.
- **Number of calls for service:** The results from the service needs analysis on projected calls for service increases.
- **NA (net available) hours per officer:** The total number of hours in which an officer is on-duty and available to handle community-generated workload, after all types of leave have been factored out.
- **Proactivity target:** A targeted service level based on the current overall proactivity level. Represents the percentage of officer time that is available after all categories of leave, administrative tasks, and community-generated workloads have been factored out.

- Turnover factor:** Expected turnover rate based on the current rate of patrol officer turnover. Based the number of positions needed refers to the authorized number required, rather than the number of actual positions that are actively filled, authorized staffing allocations should be adjusted higher based on the turnover rate. Otherwise, staff will almost always be under the number of needed positions due to on-going attrition. Turnover rate is also used selectively in other police service areas dependent upon the unique needs of the agency.

The following table presents the results of our calculations regarding current patrol staffing requirements:

**Results of Patrol Staffing Analysis**

<b>Category</b>	<b>Value</b>
Net Available Work Hours Per Officer	1,539
Total Workload Hours	23,968
Proactivity Target	48.1%
Turnover	12.0%
<b>Authorized Patrol Officers Needed</b>	<b>34</b>

An important distinction between workload based modeling utilized by our project team, and typical deployment models utilized by many law enforcement entities, is adjusting authorized staffing levels to accommodate vacancies due to turnover. The project team has utilized the WSPD average four-year turnover rate (12%) to derive authorized staffing projections that ensure appropriate shift coverage is sustained based on anticipated patrol officer vacancies. In essence, to account for turnover, the total number of positions authorized should be *higher* than number of positions actually *required* so that patrol officer responses and proactivity levels are not impacted by probable staff vacancies. While WSPD’s current field deployment of 30 officers does provides adequate proactive time for patrol services, to ensure this consistent level of proactive time, WSPD must authorize more staff to accommodate historical turnover.

Based on workload modeling including the variables discussed above, the number of Patrol Officers that should be authorized is **34**, which is above the actual and present authorized deployment of 30 Full Time Equivalent (FTEs). The increase in staffing suggested by modeling is supported by the results of the employee survey, with 76% of respondents either disagreeing or strongly disagreeing that Patrol is adequately staffed.

### **(3) Patrol Staffing Needs in the Future.**

The four year WSPD turnover rate of 12% is markedly higher than is typically seen in other agencies by the MCG. An organization's average turnover rate is generally between 6% – 7%, almost half that of WSPD. Such a rate is unsustainable over a protracted timeframe, equating to 100% staff turnover approximately every 8 years. Thus, assuming a double-digit turnover proportion would inappropriately inflate long term staffing projections.

Additionally, the current proactivity rate calculated for WSPD (48.1%) is marginally above the high end of the range normally targeted by police agencies, and also influences long term staffing projections.

To ensure long term staffing projections are not unduly influenced by shorter term staffing and workload anomalies, the project team utilized the high ends of the proactive time range (45%), and average turnover rate (7.5%) in place of the those found in the results of the staffing analysis above. Using these revised metrics, in conjunction with the City of West Sacramento General Plan population and growth estimates, as well as current workload and UCR Part I crimes statistics, future patrol staffing needs were projected. Our projections in this report coincide with the milestone

years used in the General Plan. The table below presents the results:

**Patrol Officer Staffing Projections**

<b>Staffing Factor</b>	<b>2025</b>	<b>2030</b>	<b>2042</b>
Workload Per CFS <sup>4</sup>	64.3 min	64.3 min	64.3 min
# of Calls for Service	27,745	30,882	44,184
<b>Total Workload Hours</b>	<b>29,755</b>	<b>33,119</b>	<b>47,384</b>
Annual Work Hours	2,080	2,080	2,080
% Net Availability (NA)	73.6%	73.6%	73.6%
<b>NA Hours Per Officer</b>	<b>1,531</b>	<b>1,531</b>	<b>1,531</b>
Proactivity Target	45%	45%	45%
% Turnover Per Year	7.5%	7.5%	7.5%
<b>Patrol FTEs Required<sup>5 6</sup></b>	<b>38</b>	<b>42</b>	<b>61</b>
+/- Ofc. Positions	<b>+7</b>	<b>+4</b>	<b>+19</b>
<b>Sergeant FTEs Required</b>	<b>7</b>	<b>7</b>	<b>8</b>
+/- Sgt. Positions	-	-	-
Patrol Units Per Sergeant	5.4	6	7.6

After the number of patrol officer FTEs needed at each time frame have been calculated, the number of patrol sergeants are calculated. While current sergeant-to-officer staffing ratios are relatively low (approximately 1:5), this is a function of the existing 4/10 shift structure deployment strategy as well as the use of a relief sergeant. Staffing ratios can typically go as high as 1:9 for purposes of adequate supervision, assuming sergeants do not have excessive ancillary duties. With the increase in number of Patrol Officers, the current number of Sergeants (7) is well within this ratio until the 2042 milestone, where one (1) additional Sergeant is needed.

**Overall, based on analysis WSPD should authorize four (4) additional patrol**

<sup>4</sup> Assumes workload metrics will not change over planning horizon.

<sup>5</sup> Authorized positions needed to meet service level target. Includes position vacancies, FTOs, and all types of extended leave.

<sup>6</sup> Figures labeled does not include K9 officers. Further detail is provided within the full projection table.

**positions at present time, increasing thereafter by seven (7) by 2025, four (4) more by 2030, and nineteen (19) more by 2042.** In regards to patrol officers, assuming the current 4/10 shift deployment model is utilized the current ratio of patrol units to sergeants is well under 1:9, until 2042 when one additional position is needed.

As discussed earlier the future staffing projections shown here, and elsewhere in this report, were completed using a turnover and proactivity rate as a constant, and it must be considered that they may change over time. Any change to either the turnover or proactivity rate, will change the number of staff needed commensurate with these changes. Therefore, it is recommended that the WSPD re-visit the modeling approach utilized in this analysis every 3 to 5 years, adjusting for changes to either the turnover rate or, desired proactivity levels.

**Recommendations:**

**A total of 34 field patrol officers should be authorized in the Uniformed Services Division to consistently meet existing proactive patrol time targets. This is an increase in four (4) authorized positions above current (and present authorized) staffing levels.**

**Increase authorized Uniformed Services Division field patrol officers to 61 positions by 2042.**

**Maintain existing and authorized patrol sergeant staffing levels of seven (7) positions, increasing to eight (8) authorized positions by 2042.**

**Maintain existing and authorized K9 staffing levels of two (2) positions. Increase authorized staffing levels to four (4) positions by 2042.**

**WSPD should revisit the modeling approach utilized in this report every 3 to 5 years, adjusting for changes to the turnover rate, or desired proactivity levels.**

**(4) Bike Patrol.**

As discussed earlier in this report, the geographic attributes of an area influence the types of units deployed in that area. For example, in higher density residential

areas, particularly those with limited vehicle access such as non-motorized zones or high-rises, vehicle based patrol deployments are inefficient and have limited effectiveness. Whereas in lower density housing areas, such as traditional single family residential neighborhoods, vehicle based patrol deployments allow for patrol officers to efficiently work and respond to calls over a wider policing area.

The planned addition of the amphitheater to the Raley Field, the development of the multi-use biking trail, and the continued development of the Riverwalk area with the addition of higher density housing and hotels will place increasing demand for the use of non-traditionally deployed Patrol Officers into the area. Currently the use of non-traditional deployments, such as bike patrol, is performed as an extra duty assignment by Patrol Officers. As the demand for alternate deployments increases, the ability to cover these areas with the base-line Patrol Officers will become untenable, and the addition of staff dedicated to this role will become necessary. The project team is using “Bike Patrol” as it is a common method and title for this type of non-traditional deployment; however, bicycles need not be the only deployment approach utilized. Depending on duty assignment, the use of Segways, foot patrols, or the use of electric UTVs may be more effective ways to deploy. The following table represents the staffing projections for Bike Patrol Officers.

#### **Bike Patrol Staffing Projections**

<b>Role</b>	<b>2025</b>	<b>2030</b>	<b>2042</b>
Bike Patrol Officers	2	6	8
<b>Bike Patrol Staffing Total</b>	<b>2</b>	<b>6</b>	<b>8</b>

Based on review of planning documents, zoning maps, and the staffing projections for patrol, the WSPD should plan on implementing a full-time duty



assignment of two (2) Bike Patrol units by 2025, four (4) additional by 2030, and two (2) more by 2042, for a total of eight (8) Bike Patrol Officers at full buildout.

These increasing staffing projections allow for teams of two (2) Bike Officers to work a duty shift mirroring (where applicable) patrol schedules, with Bike Patrol Officers reporting to the Traffic Sergeant(s) and working with Patrol Sergeants to coincide enforcement and community-policing efforts.

**Recommendation:**

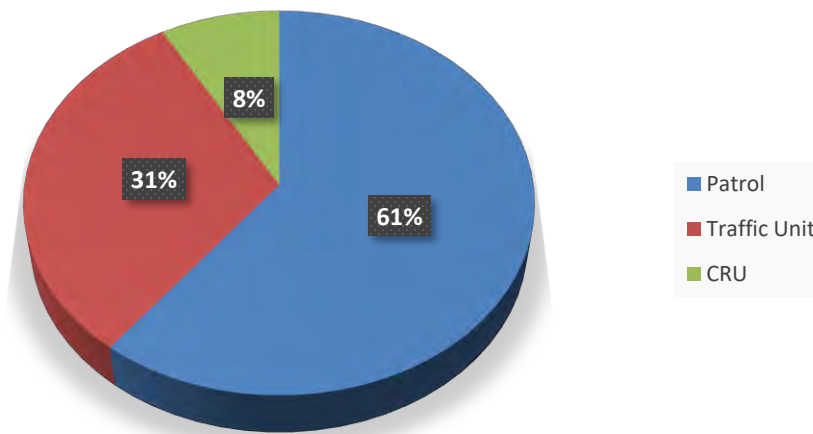
**Maintain the philosophical approach to bike patrol using current patrol officers in the near term; however, revise the program over the longer-term planning horizon whereby bike patrol becomes a full-time assignment beginning with two (2) officers in 2025 and up to eight (8) officers by 2042.**

**(5) Traffic Unit.**

The primary objective of traffic enforcement is the reduction of fatality and injury accidents. While traffic enforcement is the responsibility of all Patrol Officers, their ability to address traffic related issues is directly impacted by citizen generated calls for service, thus in many communities, such as the City of West Sacramento, a dedicated Traffic Unit is often deployed to provide greater emphasis on traffic related issue and complaints.

The WSPD Traffic Unit is comprised of (1) Sergeant and three (3) Traffic Officers who provide dedicated traffic related enforcement, accident investigation, and operational support at special events. The following chart shows the breakdown of citations written by grouping.

**Traffic Citations Written by Group**



As the chart shows over 30% of all traffic citations issued in 2016 were generated by the Traffic Unit, or an average of approximately 437<sup>7</sup> traffic citations per officer versus an average of 90 citations per Patrol Officer.

<sup>7</sup> Per officer averages do not include the Sergeant or Lieutenant roles.

As discussed in the regional considerations section of this report, planning documents show that the City intends to construct an additional bridge crossing the sea channel into the Southport area on Enterprise Boulevard. This immediate area on either side of the bridge location is zoned for industrial and commercial use, which then transitions into varying levels of residential zoning. The high influx of workers into and out of the areas as well as the increased traffic to the residential areas will require increased traffic related patrol activity. The following table represents staffing projections for the Traffic Unit.

#### Traffic Unit Staffing Projections

Role	2025	2030	2042
Traffic Unit Sergeant	1	2	2
Traffic Officer	4	6	8
<b>Traffic Unit Staffing Total</b>	<b>5</b>	<b>8</b>	<b>10</b>

Based on patrol staffing projections and the infrastructure changes suggested by planning documents, WSPD should increase the number of Traffic Unit Officers by one (1) in 2025, two (2) more by 2030, and two (2) more by 2042, for a total of eight (8) Traffic Officers at full buildout.

#### **Recommendation:**

**Maintain existing and authorized Traffic Unit staffing levels of one (1) Sergeant and three (3) Officers. Increase authorized staffing levels to two (2) sergeants and eight (8) traffic officer positions by 2042. Traffic sergeants will also oversee bike patrol upon full-time implementation of that program.**

## 5 Support Services Division

Two areas of Police Department staffing tie directly into other service needs more than in any other functional area – patrol and criminal investigations. While the staffing needs of many other police service areas can be linked to calls for service, criminal investigations also serves as an important baseline for staffing needs projections in various service areas.

### 1. Methodology Used in Projecting Investigative Staffing Needs.

The prior section dealt with patrol-related staffing needs; the following sections detail the process used to estimate staffing needs based on criminal investigations.

#### (1) Investigations Staffing Needs Now and in the Future.

Staffing levels for detectives assigned to Investigations (person and property crime assignments), as with patrol unit staffing, should be directly based on changes to the service needs of the community. In order to estimate staffing levels at future crime levels, it is first necessary to establish a *base rate* for the relationship between crime and the number of cases that Investigations detectives handle. Recommended staffing levels now, and in the future, will be predicated on the following guiding principles:

- Staff assigned this unit will continue supporting high-profile property and person crimes investigations.
- WSPD will continue to support some form of proactive specialized investigations (e.g. SIU) either locally and/or regionally.
- Sergeants will continue screening consistent with existing approaches to case management.
- WSPD will continue to progressively use civilians in supporting roles (e.g. Computer Forensics).

The following chart shows caseload related information for 2016 for

Investigations detectives:



The following summarizes the information in the chart:

- On average, 13.1 person crimes are assigned per month to the detectives. This includes such crimes as robbery, domestic violence and aggravated assaults.
- On average, 11.3 property crimes are assigned per month to the detectives. This includes such crimes as burglary, larceny and financial crimes.
- On average, 8.0 “other crime types” are assigned per month to the detectives. This includes such events as District Attorney follow-up and other felony types.
- Based on the number of detectives assigned at the time of this report, 6.5 cases are assigned to each detective on a monthly basis.

A variety of comparative measures used to help determine investigative staffing, efficiency and effectiveness. This is typically predicated on the number of active cases that detectives work per month. Given the assignment philosophy at WSPD, in conjunction with our review of the number of hours detectives typically work on cases based on data provided, it can be assumed that the vast majority of cases assigned (noted above) to detectives are also active cases. Consequently, for purposes of this

report, assigned and active cases should be considered synonymous. The following table provides comparative information on expected caseload ranges for detectives.

**Comparative Measures for Investigations**

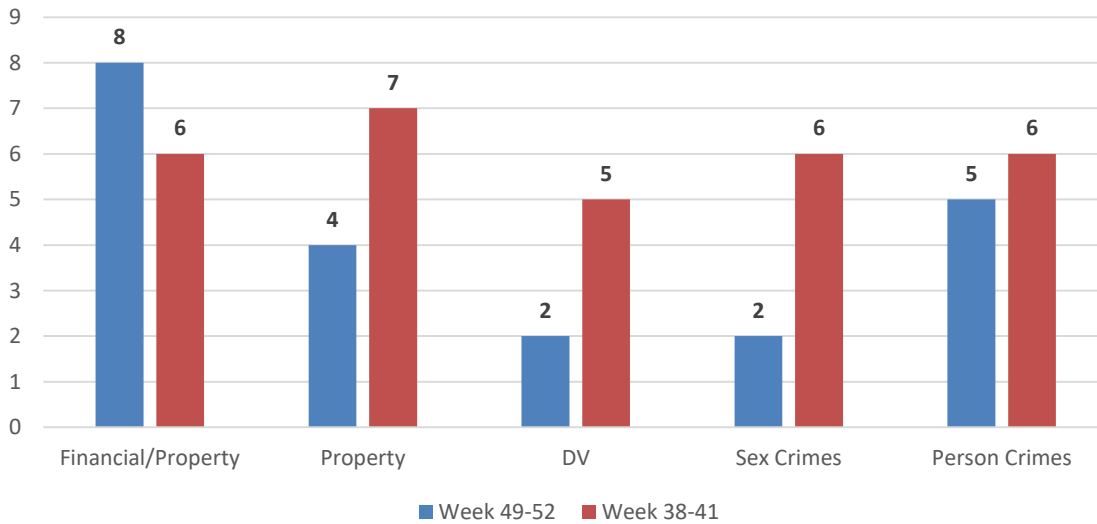
Comparative Measures	Comparative Industry Patterns
<b>Active cases assigned to “person” crimes Detectives.</b>	8 to 12 <b>active</b> cases per month based on the same survey. 3 to 5 active cases for complex person crimes such as felony assault (shootings) to include homicides. Domestic Violence (DV) cases vary widely dependent upon State mandates that result in varied workloads. Some DV Units can handle 20 to 30 cases per detective per month, whereas others can only handle DV caseloads typically attributed to the “felonious person crimes.” For the same evidentiary reasons noted previously, person crime caseloads are often being lowered to 6-8 cases per month.
<b>Active cases assigned to sex crimes.</b>	Because of the sophisticated and sensitive nature of sex crimes, these specialized person crime cases have a lower <b>active</b> case range of 5-7 cases per month.
<b>Active cases assigned to “property” crimes Detectives (e.g., burglary/theft).</b>	15 to 20 <b>active</b> cases per month based on a survey of dozens of law enforcement agencies performed by the Matrix Consulting Group over many years. Recent research in California and elsewhere suggests this range has been reduced to 12-15 cases as the complexity of evidence collection and testing has increased the overall time required to investigate a case.
<b>Active cases assigned to White Collar Crimes Detectives (e.g., fraud).</b>	These have a broader range due to their varied complexity, from 10 to 20 <b>active</b> cases per month unless they are particularly difficult (e.g. embezzlement or high value) in which case the range is closer to 8-12 per month.
<b>Active cases assigned to “generalist” crimes Detectives.</b>	12 to 15 <b>active</b> cases per month based on the Matrix survey. Because of the sophisticated evidence-related processing noted previously, a lower range can result in 8-12 cases per month.
<b>Average hours dedicated to crime investigations by type of crime.</b>	Different studies over the past 30 years (Prummell; Gribble) have attempted to estimate an average number of hours worked for each investigation per crime type. These include: <ul style="list-style-type: none"> <li>• Burglary: 6-12 hours. (PERF 0.5-40)</li> <li>• Robbery: 9-30 hours. (PERF: 1-60)</li> <li>• Aggravated Assault/Battery: 4-25 hours.</li> <li>• Homicide: 147 hours (PERF: 2-220)</li> </ul>



Comparative Measures	Comparative Industry Patterns
<b>Maximum Investigations that Can be Handled</b>	Varied data from different sources has developed benchmarks based on the sophistication of certain crime types and the extensive time investment often required. A key example is one benchmark suggesting a single detective could handle no more relevant caseload than five (5) homicides annually.

In addition to the above chart, the following chart further illustrates case assignments by defined detective “type.” These metrics can be compared to the benchmarks shown in the table above.

**Illustrative Case Assignments by Detective Type in Representative 4-week Periods**



Data suggest that that caseload data, by detective, is modestly lower than various benchmark standards. By example in the graph above, the Sex Crimes detective was assigned an average of 4 cases monthly over a “two month” period whereas the benchmark range for sex crimes detectives is 5-7 cases per month. This information illustrates that the existing staffing contingent of five (5) detectives is adequate as a baseline for future staffing projections.

As shown previously, crime trends indicate an upward trajectory for violent crimes and a relatively flat increase in property crimes as shown below.

Part I Crimes as Reported to UCR Program					
	2011	2012	2013	2014	2015
<b>Violent Crime</b>	<b>172</b>	<b>190</b>	<b>205</b>	<b>262</b>	<b>311</b>
Criminal Homicide	2	0	1	1	2
Rape	24	26	16	0	21
Robbery	61	73	98	95	90
Aggravated Assault	85	91	90	146	198
<b>Property crime</b>	<b>1,376</b>	<b>1,458</b>	<b>1,483</b>	<b>1,295</b>	<b>1,457</b>
Burglary	256	379	380	275	256
Larceny-Theft	949	913	894	846	1,030
Motor Vehicle Theft	171	166	209	174	171
Arson	13	23	9	16	6
Part I Crimes Per 1,000	33.6				
<b>5YR Violent Crime</b>					<b>▲ 81%</b>
<b>5YR Property Crime</b>					<b>▲ 6%</b>

Given this data, the proposed developments in West Sacramento as previously discussed, and assumptions regarding increases in calls for service also correlating to an equivalent increase in major crime, the following staff project table can be developed for WSPD core detective changes:

### Investigations Staffing Projections

Staffing Factor	2025	2030	2042
Total Part I Crimes	2,195	2,443	3,495
Estimated Cases Worked	474	528	755
Cases Worked / Detective Per Year	76.8	76.8	76.8
Turnover Factor	0.0%	0.0%	0.0%
<b># Detectives Required</b>	<b>6</b>	<b>7</b>	<b>10</b>
<b># Sergeants Required</b>	<b>1</b>	<b>1</b>	<b>2</b>
<b># Detectives Above 2016/17 Recommended</b>	<b>+1</b>	<b>+2</b>	<b>+5</b>

After completing the projections for Investigations detectives, staffing needs for detective *sergeants* can then be calculated based on the ratio of detectives per sergeant. Ideally, the span of control for sergeants in a case-driven investigative unit should be below 1 supervisor per 9 detective staff (1:9). Consequently, one (1) additional detective sergeant will be required near the year 2042 timeframe.

Importantly, the existing span of control for the detective sergeant is too broad as detailed in the profile within the appendix. The School Resource Officer program should be transferred from the Detective Sergeant to the Community Relations Sergeant.

#### **Recommendations:**

**Reduce existing authorized detective staffing levels to five (5) positions consistent with the present number of detective staff deployed.**

**Increase authorized detective staffing levels to ten (10) positions by 2042. Maintain existing detective sergeant staffing in the near-term, increasing to two (2) detective sergeant positions by 2042.**

**Transfer the School Resource Officer program from the Detective Sergeant to the Community Relations Sergeant.**

## (2) Special Investigations Staffing Needs Now and in the Future.

Proactive investigative functions such as the SIU are more difficult to evaluate than are 'reactive' case handling investigations described previously. The allocation of staff resources to these types of functions is generally a policy decision driven by law enforcement executives based on perceived community need. There is no formula to evaluate the level of staff resources a community should allocate to these proactive enforcement efforts because:

- Proactive investigations are, by their very nature, discretionary. These investigations relate to a community's values to address a wide variety of problems.
- Dedicated proactive investigative units are found in agencies which have the resources for such specialized full-time activities and which are committed to addressing important quality of life issues.
- The caseloads of proactive investigative units are typically different from the kinds of caseloads handled by core investigative units. Caseloads for proactive investigative units are long-term oriented, rely on specific problem identification and varied targeting techniques. Results, then, need to be measured differently than for traditional case handling investigators.
- Proactive investigations are often regional in nature, and therefore can periodically rely on the support of other additional local, State and Federal agencies in higher profile cases.

As a result of these factors, staffing levels in specialized enforcement units can be linked back to a proportion of core detective staffing. At minimum, however, special enforcement units should typically operate with four (4) staff, thereby allowing teaming in pairs and facilitating officer safety as well as fielding a sufficient contingent to conduct specialized enforcement. To that end, WSPD should field their authorized staffing contingent of one (1) sergeant and three (3) detectives. Future projections should be based on the SIU line contingent being 60% of the core detective contingent resulting in

the following:

**Special Investigations Staffing Projections**

<b>Staffing Factor</b>	<b>2025</b>	<b>2030</b>	<b>2042</b>
# Core Detectives Required	6	7	10
Percentage factor for SIU	60%	60%	60%
Turnover Factor	0.0%	0.0%	0.0%
<b># Detectives Required</b>	<b>4</b>	<b>4</b>	<b>6</b>
# Detectives Above 2016/17 Recommended	+1	+1	+3

One (1) sergeant is sufficient during the planning horizon to oversee the SIU.

**Recommendations:**

**Fill the vacant detective position in the Special Investigations Unit (SIU), increasing actual staffing from two to three (3) detective positions. Maintain SIU sergeant supervision of one (1) position.**

**Increase authorized SIU detective staffing levels to six (6) positions by 2042. Maintain existing SIU sergeant staffing throughout the planning horizon.**

**2. Records Operations Staff Analysis and Projections.**

The Records Unit provides key support services to WSPD including, processing and storage of all case reports, citations, associated case images, as well as the entry and tracking of lost or stolen property through the CLETs system. The Records Unit is comprised of one (1) Records Supervisor, one (1) Clerk, and five (5) Records Technicians, who work six (6) duty posts consisting of the following:

- Crime Desk
- Warrant Desk
- Traffic Desk
- Data Entry

- Booking Desk
- General Functions

Records Technicians are general assigned to one of these six duty stations; however, due to the number of current technician staff, five positions have to share the workload to cover all duty stations during a shift. The Records Clerk works the front reception counter taking inquiries from citizens, logging visitors and providing general office support to the Records Unit; as a result, support to the Technician positions is infrequent.

The overall staffing plan for Records Unit is illustrated in the following table:

**WSPD Records Unit Actual Staffing Summary**

Position	Number of staff
Records Supervisor	1
Records Technician	5
Records Clerk	1
<b>Unit Total</b>	<b>7</b>

As shown in the table above, the total number of staffing in the Records Unit is seven (7) which is below the authorized level of eight (8).

A common measure employed by managers to determine acceptable staffing levels and workload is simply observing if work tasks are being completed in a timely fashion and whether there is a backlog of work occurring. There are, however, alternative analytical approaches to develop staffing estimates. The following sections will describe the analysis and methods used by the project team to evaluate the staffing of the Records Unit based on more detailed workload elements beyond observations and backlogs.

#### **(1) Workload and Task Duration Calculations.**



Unlike some positions within public safety, many of the tasks completed routinely by the Records Unit-- such as CLETS entries, sex offender registrations, and background checks-- are not tracked in a manner that captures the duration of each task and thus calculating their effect on workload is difficult. To better quantify the workload for the Records Unit, the project team utilized time estimates provided by Records Unit staff collected in the employee survey as well as estimates based on the project teams experience with similar roles in other agencies. These key tasks and estimated times are shown in the table below.

**WSPD Records Unit Annual Workload Metrics**

<b>RECORDS UNIT ANNUAL WORKLOAD - 2016</b>			
<b>Data Entry</b>	<b>Number</b>	<b>Est. Min. Per Task</b>	<b>Staff Hours</b>
Police Reports	6,083	16	1,622.13
Field Interview Cards	2,956	4	197.06
Warrants	2,110	8	281.33
Traffic Citations	2,391	5	199.25
CLETS Entries	2,947	8	368.37
Reports Scanned	5,197	3	259.85
<b>Registrants Processed</b>			
Sex Registrants	360	25	150
Drug Registrants	30	25	12.5
<b>Records Requests</b>			
Report Requests	6,000	13	1,250
L.E. Background Checks	3,600	30	1,800
<b>Other</b>			
Inbound/Outbound Telephone, Email, Etc.		30 min per day total	577
<b>Total Workload Hours</b>			<b>6,717.51</b>

As the chart illustrates, based on estimated task durations the WSPD Records Unit has an aggregated 6,717 hours of core work tasks work per year. This includes an allotment of 30 minutes per day per Records Technician to account for telephone calls, checking of email, impromptu meetings, and other menial job tasks such as the

replacement of copy paper, printer toner, etc. While not exact, this aggregated work estimate is a relatively good indicator of actual workload that can be utilized in the subsequent staffing analysis.

**(2) The Net Availability of Records Unit Staff is 1,616 Hours.**

Traditionally one Full-time Equivalent (FTE) staff position is based on a work schedule consisting of 2,080 hours per year. While the Records Unit does have some variation in start times and work hours, the 2,080-hour work year is still applicable as a basis to calculate net availability.

The Matrix Consulting Group, as described previously, defines Net Availability as the number of hours that a staff person is available to perform their key roles and responsibilities after calculating the impact of such things as annual leave, sick leave, training time, breaks, etc. It should be noted that break hours were calculated utilizing the 60 total minutes of meal and break allowed under contract.

Based on leave information provided by the Police Department this “unavailable time” has been calculated and then averaged for all Records Unit staff. This averaged amount was then subtracted from their gross annual scheduled hours of work (2,080) providing the Net Available time of 1,616.56 hours per employee. The following chart shows these averaged amounts by type.

**Records Net Annual Availability**

Average Annual Leave Taken by Type	Average Annual Hours Taken
Vacation	59.7
Sick Leave (self)	51.1
Sick Leave (family)	22.4
Compensatory Time	14.36
Holidays	55.2
Floating Holiday	23.5
Jury Duty	4.8
OTHER leaves (LOA no pay, ETO)	15.8
<b>AVAILABILITY BEFORE BREAKS</b>	<b>1,847.5</b>
Breaks	230.9 <sup>8</sup>
<b>Total Unavailable Time</b>	<b>463.44</b>
<b>NET ANNUAL WORK HRS/POSITION</b>	<b>1,616.56<sup>9</sup></b>

As the chart above shows the average work hours each Records Unit employee is available to work is 1,616 hours per year, which is considerably higher than the availability routinely observed in other job classifications such as patrol. Calculating the average number of vacation and sick leave days equates to only a combined 16.65 days, or slightly over three work weeks.

### (3) Occupancy Rate and Impact on Current Records Staffing Levels.

The calculation for net (hour) annual availability for Record Technicians noted previously essentially results in the amount of time each technician is available to perform work. However, as in any profession, no position is occupied 100% of the time. For example, most blue-collar professions, such as fleet mechanics, factory workers, etc. are ideally occupied 80% of the time performing direct work on core tasks. This helps ensure productivity and, in the private sector, profitability. This occupancy rate is applicable to many administrative-related functions, including the Records Unit. An

<sup>8</sup> Breaks hours are based employee contract and calculated on the number of work shifts per year after accounting for leave usage.

<sup>9</sup> Average leave hours were calculated from 2016 WSPD leave data based on all employees who worked in the Records Unit during that calendar year.

occupancy rate much higher than 80% does not allow time for other job tasks as mentioned earlier, nor does it allow for impromptu meetings or work related discussions between co-workers. Further, excessively high occupancy rates tend to “burn-out” staff and consequently leads to low employee morale and high levels of employee turnover.

To evaluate the current occupancy rate of the WSPD Records Unit, the project team utilized the average Net Availability of the Records Technicians (1,616 hours per year) and multiplied that by the number of Technicians (5 FTEs) used to identify the total number of work hours possible at an occupancy rate of 100%.<sup>10</sup> This figure was then utilized to calculate what occupancy rate would be needed to accomplish the records workload noted earlier (6,717 hours). The analysis concluded that the current Records Unit occupancy rate is approximately 83% at existing technician staffing levels. The following chart illustrates the number of work hours produced for an occupancy rate of 80% and 83.12%.

#### Records Staff Calculated Work Occupancy

Workload Hours by Occupancy Rate	
Occupancy Rate	Annual Workload Hours
Occupancy Rate of 80%	6,466
Occupancy Rate of 83.12%	6,718
<b>Workload Hours Needed</b>	<b>6,717</b>

As shown above, based on the workload estimates and Net Availability, the current occupancy rate Records Unit is 83.12%, slightly above the ideal rate of 80%, and includes 60 minutes of break time per workday.

Based on interviews with WSPD staff, and the project teams’ analysis, the current staffing within the Records Unit appears reasonable; however, some adjustments to current processes, as discussed in the next section, should be

<sup>10</sup> Five (5) technicians would have 8,880 hours available to work at 100% occupancy.

considered to make the most efficient use of staff time.

#### **(4) Future Records Staffing Levels.**

As Records Unit workload is has a direct correlation to the number of Patrol and Investigations employees, staffing projections are done with these factors as primary influencers of Records personnel. Based on the workload analysis discussed earlier, and assuming modifications to internal processes are made the existing Records Unit, staffing can be projected. Utilizing the existing number of Records Technicians as a baseline, the following table represents the projected staffing levels for the Records Unit.

**Records Unit Staffing Projections**

<b>Role</b>	<b>2025</b>	<b>2030</b>	<b>2042</b>
Records Supervisor	1	1	1
Records Technician	5	6	9
Records Clerk	1	1	2
<b>Record Unit Staffing Total</b>	<b>7</b>	<b>8</b>	<b>12</b>

As the table shows, based on staffing projections WSPD maintain the current number of Records Technicians through 2025, increase by one (1) more by 2030, and three (3) more by 2042, for a total of nine (9) Records Technicians. The Records Clerk staffing should remain stable until 2042 when one (1) additional Clerk should be added. The supervisory ratio by 2042 will be 1:11, which is above the traditionally recommended patrol staffing ratios of 1:6 to 1:9, but acceptable given the nature of work is in an office environment where ratios tend be higher.

#### **Recommendations:**

**Maintain existing Records line staffing levels of six (6) positions, reducing authorized staffing levels by one (1) Records Technician position. Continue deployment of one (1) civilian Records Supervisor position.**

**Increase authorized Records line staffing levels to eleven (11) positions by 2042. Maintain existing Records supervision staffing levels of one (1) supervisor.**

**(5) Modifying Records Internal Processes Will Increase Efficiency.**

During the project teams time on site it was learned that while WSPD uses Tri-Tech RMS for tracking its incidents, it is not used by patrol officers to complete their incident reports or document contacts with subjects with electronic Field Interview (FI) cards. The current practice is to use a homegrown software called “Hoplon” for the writing of patrol reports, and use hand written FI cards to document contacts. Patrol reports are written in the Hoplon system, printed, sent through the approval process, and once signed and approved the report is sent to the Records Unit where it is then uploaded into the RMS system. Similarly, FI cards are hand written by patrol officers and then turned into Records to be manually entered into RMS.

Both of these processes are highly inefficient adding duplicative steps in the workflow process, inserting the potential for the loss of an incident report, increasing data entry for the Records Unit, and is costlier as it is not a “paperless” process. The results of the staff survey echo the project teams’ assessment with 60% of Records Unit staff disagreeing that the current report process is efficient. Further, as public safety moves further towards fully integrated, data and communications platforms, as discussed in the Technology section of this report, the current process does not position WSPD to take advantage of these enhanced systems once implemented.

As noted earlier the current workload placed on the Records Technicians results in an Agent Occupancy (AO) rate of approximately 83%, which is above the ideal rate of 80%. The reduction of duplicate data entry will reduce this AO to a more ideal level and



allow for additional workload capacity to match the growth of the Police Department in the future.

WSPD should work with the RMS vendor to enhance the field based reporting capabilities of the software to allow for patrol reports and Field Interviews to be entered directly into the RMS system reducing data entry, enhancing report tracking, and increasing the overall efficiency of the Department.

**Recommendation:**

**WSPD should work with the RMS vendor to enhance the field based reporting abilities of the software and discontinue the use of the standalone Hoplon software.**

## 6 Other Staff Functions

While staffing projections for many roles within the Police Department are based on service needs and directly tied to Patrol and Investigators, the staffing of many specialty roles are not. These Units or roles are not directly attributable to population, crime rates, or calls for service, and as such projecting staffing needs for these roles are based in part on current operational standards, and in part in relation to staffing projections for various other roles.

### 1. Lieutenant Staffing.

During the project teams visit it was identified that one of the three primary Divisions within the Police Department is currently vacant, specifically the role managing the Constitutional Policing Division. The result of this vacancy places increased workload on the Chief of Police and Deputy Chief, removes a mid-level layer of the Internal Affairs review process, and leaves the Community Relations Unit management largely to the Sergeant role.

In addition, the current number of responsibilities placed on the Patrol Lieutenants is sizeable, with many of them being the management of numerous staff or key processes. In some agencies, the use of an administrative Sergeant position to handle ancillary duties is a viable option to reduce unnecessary workload on higher ranking roles. However, the nature of some duties, such as the management of recruitment and assessment of new hires, management of Fleet and Facilities, and oversight of the Emergency Operations Center, require the rank and leadership ability of the Lieutenant level. Filling the vacant Lieutenant role will allow the transition of supervisory tasks not directly associated with patrol operations to the Constitutional

Policing Lieutenant, lessening the burden on the Patrol Lieutenants and Deputy Chief.

Further, to ensure management level supervision of patrol operations the Patrol Lieutenants are currently forced to coordinate all leave taken, with only one being allowed to be gone at any given time. The Constitutional Policing Lieutenant role will allow for relief coverage for leave requests or unexpected absence of one or both of the Patrol Lieutenants.

Based on these findings, and in anticipation of future staffing growth, the vacant Lieutenant position should be filled immediately, and the various additional responsibilities currently being assessed to the Patrol Lieutenants redistributed in a fashion that is most workable for WSPD.

**Recommendation:**

**Fill the vacant lieutenant position in the Constitutional Policing Division.**

**2. Community Relations Unit Staffing.**

The Community Relations Unit (CRU) is overseen by a Sergeant and is comprised of a total of eleven (11) individuals, some full time and some part time, who provide community outreach services and enhancing customer service for WSPD. Community outreach is provided through five (5) separate roles which are: Senior Lead Officers (SLOs) who work proactively with Patrol Officers and the community to mitigate community issues; the Police Services Coordinator who manages community engagements and youth outreach activities; the Homeless Coordinator who serves as an advocate for homeless persons and assistance in accessing services; the Mental Health Clinician that provides clinical assistance to Patrol Officers and offers outreach to the mentally ill; and the VIPS Coordinator who oversees volunteer efforts in support of

WSPD. The current number of staff are outlined in the table below.

**WSPD CRU Staffing Summary**

Position	Number of staff
CRU Sergeant	1
SLO (Full time)	2
SLO (Part time)	4
Police Services Coordinator	1
Homeless Coordinator	1
Mental Health Clinician	1
VIPS Coordinator	.5
<b>Unit Total</b>	<b>10.5</b>

As the table shows, the current CRU staffing is 10.5 staff positions; these positions do not have staffing requirements driven by external workload as does typical Patrol Officers or Detectives. As such, the project team utilized a combination of staffing projections, population estimates, and our understanding of the goals of the CRU, to identify staffing projections for each CRU role.

The current use of Patrol Officers in a part-time Senior Lead Officer (SLO) “community policing” capacity has inherent limitations to its effectiveness and poses potential chain of command issues. Part-time SLOs are staffed from the patrol ranks which can influence overall Patrol shift staffing. Part-time SLO staff must not only respond to calls for service, but also conduct proactive patrol activities such as vehicle and person stops, as well as “tasks” as identified during COMPSTAT. These proactive and reactive responsibilities can interfere with the other community-oriented responsibilities of the part-time SLOs. Additionally, as CRU duties are assigned by the CRU Sergeant, and not Patrol Sergeants, part-time SLOs can be conflicted by directly reporting through two separate chains of command that (despite coordination) undoubtedly have differing priorities.

To retain the same or similar level of community outreach as is provided by the

CRU now, as staffing levels increase, WSPD should transition one (1) part-time SLOs into a full-time position by 2030, and two (2) additional by 2042, for a total of five (5) full-time SLOs, utilizing the current deployment model of one (1) SLO per patrol zone, and two (2) dedicated to the Homeless and West Capital projects.

These projections are displayed in the table below.

**CRU Staffing Projections**

<b>Role</b>	<b>2025</b>	<b>2030</b>	<b>2042</b>
CRU Sergeant	1	1	1
SLO (full-time)	2	3	5
SLO (part-time)	4	2	0
Police Services Coordinator	1	1	2
Homeless Coordinator	1	1	2
Mental Health Clinician	1	2	2
VIPS Coordinator	.5	.5	1
<b>CRU Unit Staffing Total</b>	<b>10.5</b>	<b>10.5</b>	<b>13</b>

As the table illustrates, the overall staffing projections for the CRU remain stable through 2030, with a total increase of 2.5 positions by 2042. Despite this modest increase in total numbers, it is the deployment of the staff within these roles that vary significantly.

Staffing in the other CRU roles are largely static with one (1) additional Mental Health Clinician being added by 2030 to accommodate the projected increased patrol staffing, and one (1) position each being added to the Police Services and Homeless Coordination roles, transitioning the VIPS Coordinators role to full-time to allow for increased use of volunteers by 2042.

**Recommendations:**

**Maintain existing Community Relations Unit (CRU) staffing of 10.5 line and supervisory positions in the near term.**

**Reconstitute full-time and part-time staffing in the CRU by 2030, and increase overall staffing levels to thirteen (13) positions by 2042.**

### **3. School Resource Officer Staffing.**

School Resource Officer (SRO) staffing can be directly linked to the planned development of new High Schools in West Sacramento. Existing SRO staffing is adequate. Based on population projections, it is assumed that by 2030, one additional high school will be developed and by 2042, another facility will potentially be constructed; this is all predicated on growth patterns that attract families as opposed to retirees. This pattern will ultimately increase SRO staffing from two (2) to four (4) positions during the planning horizon in order to ensure one SRO position is assigned to each high school.

#### ***Recommendation:***

**Maintain existing and authorized School Resource Officer staffing levels of two (2) Officers. Increase authorized staffing levels to four (4) officer positions by 2042.**

### **4. Crime Analyst (COMPSTAT) Staffing.**

COMPSTAT services for WSPD is provided by the Crime Analyst assigned to the Support Services Division. The COMPSTAT Analyst conducts crucial analysis of RMS and other data, providing actionable intelligence in the form of charts, briefing documents, and reports. This information is used to identify crime trends and to proactively assign “tasks” to patrol and investigative units to mitigate community safety issues.

While the analysis provided by the Crime Analyst is highly valuable, workload for this role is largely dealt with electronically, thus it is not tied to population or to other



staffing projections. Increases in reporting capabilities from new CAD and RMS platforms will increase efficiency in completing these tasks and as such staffing projections for this role do not vary throughout the project timeline and remain at one (1) full time position.

**Recommendation:**

**Maintain existing Crime Analysis staff of one (1) position over the planning horizon.**

**5. Other Civilian Staffing.**

Other key civilian positions include Community Service Officers, Crime Scene Investigators and other important supporting positions throughout the police department. Staffing projections are tied directly to the commensurate increases in Patrol. These positions are summarized in this chapter's concluding table.

**Recommendation:**

**Maintain other key civilian staffing levels at current deployment approaches. By 2042, increase the Community Service Officers by two (2) positions; the Crime Scene Investigators by two (2) positions; the Property & Evidence Clerks by 1.5 positions; and Homeless Coordinator, Juvenile Counselor, and Diversion Clinician by one (1) position each.**

**6. Training Officer Staffing.**

The WSPD Training Officer tracks the training and hours for all staff, processes all training requests, course registrations, travel, payment processing, and coordination of course instructors based on the needs of the Department.

As with other supporting WSPD roles, in this section workload for the Training Officer is not directly tied to CFS or the number of Patrol staffing. While there is a connection between the number of staff and number of training hours, etc. that must be accounted for, there is not a direct correlation between the number of officers and

ultimately the number of hours they train as these hours can fluctuate annually based on budgets, needs, specialized service requirements (e.g. SWAT), etc.

Patrol staffing projection increases are less than ten FTEs until after 2030; this should be manageable with existing training staff. By 2042, however, Patrol staffing levels almost double, with supervisory and investigative roles also rising. This increase will necessitate the addition of one (1) staff person assigned to the Training Officer role at that time.

**Recommendation:**

**Maintain existing Training Officer staffing of one (1) sworn position, increasing by one (1) authorized staffing position by 2042.**

## 7 Results of the Staffing Projection Model

The following table outlines the existing staffing levels and the future projected staffing level needs through the year 2042 in the previously noted increments of 2025, (8 years out), 2030 (13 years out) and 2042 (25 years out). Data in the table include summary descriptions on the targeted service level, as well as the key factors used in projected staffing to meet that service level. An underlying assumption is that WSPD will continue to use its progressive approach to civilianization wherever practical.

Function	Position	Target Service Level	Projection Factors	Now	8YR	13YR	25YR
<b>UNIFORMED SERVICES DIVISION</b>							
<b>Patrol</b>	<b>Lieutenant</b>	Current level of coverage and relief capacity across different hours and days of the week. The reduction of ancillary duties by filling the vacant Constitutional Policing Lieutenant position.	<p>Filling the vacant Constitutional Policing Lieutenant position will reduce lieutenant workloads relating to ancillary duties.</p> <p>With the size of patrol having expanded significantly by 2042, it will be necessary to add a third watch commander or other management position providing higher level oversight.</p>	2	2	2	3

Function	Position	Target Service Level	Projection Factors	Now	8YR	13YR	25YR
	<b>Sergeant</b>	Ratios of supervision to officers will ultimately expand to maximum acceptable levels while relief coverage capacity will continue.	Projections are based on changes in the number of patrol officers, K9 units, and CSOs in relation to the number of existing sergeants.	7	7	7	8
	<b>Officer</b>	Patrol proactive time must be at least 40% of overall available time; projections include retaining proactive time levels that currently exist. It is assumed that the current balance of workloads handled between sworn patrol units and CSOs will remain the same.	Staffing level figures listed do not include officers assigned to specialized patrol units. Projections are predominantly based on anticipated CFS and predicted crime rates.	30	38	42	61
	<b>CSO</b>	It is assumed that the current balance of workloads handled between sworn patrol units and CSOs remains the same, as does the current scope of services that they provide.	Call volumes are able to provide a representation of the overall activity in the service environment, which serves as an indicator for future civilian staffing needs	2	2	3	4
<b>Bike Patrol</b>	<b>Officer</b>	An increasing deployment of bike patrol units will require transition from a part-time duty to full-time deployment in the higher density housing and entertainment areas by 2030.	Projections are based on a two officer per team deployment for less than 24-hours per day. Selective day time and evening deployment only.	0	2	6	8
<b>K9</b>	<b>Officer</b>	Maintenance of the current	Staffing needs for K9	2	2	3	4

Function	Position	Target Service Level	Projection Factors	Now	8YR	13YR	25YR
Traffic	Sergeant	<p>ratio of K9 officers to patrol officers to allow for the handling of high priority calls for service in addition to the specialized roles they perform.</p> <p>Continuation of integrating K9 staff within the core patrol structure, as opposed to a unit that is functionally and organizationally separate. Additional, no changes to current K9 availability during lower-activity hours.</p>	<p>units is highly reflective of deployment practices – changes to any of the targeted service levels would produce different K9 results.</p>	1	1	2	2
	Officer	<p>Roles and responsibilities of Traffic Sergeant will expand to include in the future oversight of the bike patrol. The ratio of direct reports in this role should not exceed 1:9.</p> <p>High levels of traffic enforcement will be provided given changes in the community profile as West Sacramento continues to evolve into a destination site.</p>	<p>Upon exceeding a 1:9 ratio of direct reports per supervisor for an additional sergeant position to be needed.</p> <p>Because this function contains a significant element of community expectation in setting staffing levels, staffing levels are determined through a relationship with the number of officers and calls for service overall, as well as planned city development.</p>	3	4	6	8
	Clerk	<p>Continuation of current service level, given changing</p>	<p><i>Non-scalable</i> – projected changes to</p>	1	1	1	1

Function	Position	Target Service Level	Projection Factors	Now	8YR	13YR	25YR
		enforcement needs.	service workloads do not significantly affect staffing in this area. Assumes technology advancements will facilitate no staffing changes.				
<b>Training</b>	<b>Training Officer</b>	No major changes to the current service level until after 2030.	By 2042, patrol staff projections double necessitating second position.	1	1	1	2
<b>Fleet / Facility Services</b>	<b>Admin. Analyst I</b>	Effective Fleet management services will continue and will remain under the oversight and management of one key position.	Irrespective of size, one position should be satisfactory to meet fleet and facility needs.	1	1	1	1

**SUPPORT SERVICES DIVISION**

	<b>Lieutenant</b>	Maintain management oversight of the division.	Functional span of control for managers as division continues to expand in the future.	1	1	1	1
<b>Investigations</b>	<b>Sergeant</b>	Oversight and case screening protocols will remain the same over the long term.	The ratio of direct reports in this role should not exceed 1:8 given sophistication of the investigative function.	1	1	1	2
	<b>Detective</b>	Detective workloads will continue to function at present assigned cases per month and detectives will remain generalists with their own special emphasis, as	Detectives will function at the lower end of the benchmark for generalists and person crime specialists at 6.5	5	6	7	10

**Function**

<b>Position</b>	<b>Target Service Level</b>	<b>Projection Factors</b>	<b>Now</b>	<b>8YR</b>	<b>13YR</b>	<b>25YR</b>
	caseloads warrant.	cases assigned per month.				
<b>Crime Analyst (COMPSTAT)</b>	No major changes to the current service level.	<i>Non-scalable</i> – projected changes to service workloads do not significantly affect staffing in this area.	1	1	1	1
<b>Secretary</b>	Front desk secretarial support will be retained.	<i>Non-scalable</i> – projected changes to service workloads do not significantly affect staffing in this area	1	1	1	1
<b>Court Liaison</b>	Court liaison support will be retained.	<i>Non-scalable</i> – projected changes to service workloads do not significantly affect staffing in this area	1	1	1	1
<b>Crime Scene Investigator</b>	Adequate staffing resources to handle spikes in request-driven workloads. Maintenance of current scope of work performed by staff. No changes to current practices in the use of sworn versus civilian personnel.	Projections are determined by the proportion of CSIs to projected CFS growth rates.	2	2.5	3	4
<b>Property &amp; Evidence Clerk</b>	Adequate staffing resources to handle spikes in request-driven workloads. Maintenance of current scope of work performed by staff. No changes to current practices in the use of sworn versus civilian personnel.	Projections are determined by the proportion of PE Clerks to growth in Patrol and Investigations.	1.5	1.5	2	3
<b>Sergeant</b>	SIU support by WSPD will always be provided.	The ratio of direct reports in this role	1	1	1	1

**Special Investigations**



Function	Position	Target Service Level	Projection Factors	Now	8YR	13YR	25YR
<b>Unit</b>			should not exceed 1:8 given sophistication of the investigative function.				
	<b>SIU Detective</b>	SIU support by WSPD will always be provided.	SIU staff will scale to core detective staff at a 50% to 60% ratio.	2	4	4	6
	<b>Computer Forensics</b>	WSPD will continue to provide local and possible regional computer forensics services.	Computer Forensics staff will scale to core detective staff at a 20% to 30% ratio.	1	2	2	3
<b>Juvenile Team</b>	<b>School Resource Officer</b>	SRO program services will be retained, focusing on High Schools and secondarily on other District services.	Generally based on development of probable / planned High Schools.	2	2	3	4
	<b>Juvenile Diversion Counselor</b>	Juvenile Diversion support will be retained.	<i>Non-scalable</i> – projected changes to service workloads do not significantly affect staffing in this area	1	1	1	2
<b>Records Unit</b>	<b>Records Supervisor</b>	Because WSPD records staff do not operate on a 24-hour basis, coverage during all hours is not necessary.  Direct report ratios for supervisors that are not significantly involved in the primary duties of reports should ideally be below 9:1, but should not exceed 1:11.	Dependent on maintaining reasonable staff to supervisory ratios.	1	1	1	1

Function	Position	Target Service Level	Projection Factors	Now	8YR	13YR	25YR
	<b>Records Technician</b>	Maintenance of current service levels, including the timely processing of reports, as well as other core functions of the position.  I	Any reductions in workload that occur as a result of internal process changes or system enhancements will ultimately be offset by workloads generated by new requirements. Staffing increases linked to Patrol and Investigations.	5	5	6	9
	<b>Clerk</b>	Maintenance of current service level.  In order to deal with increased workload an additional position is recommended by 2042.	Any reductions in workload that occur as a result of internal process changes or system enhancements will ultimately be offset by workloads generated by new requirements. Staffing increases linked to Patrol and Investigations.	1	1	1	2

**OFFICE OF THE CHIEF**

	<b>Chief</b>	No major changes to the current service level.	<i>Non-scalable</i> – changes to service environment do not significantly affect staffing needs.	1	1	1	1
	<b>Deputy Chief</b>	No major changes to the current service level.	<i>Non-scalable</i> – changes to service environment do not significantly affect	1	1	1	1

Function	Position	Target Service Level	Projection Factors	Now	8YR	13YR	25YR
			staffing needs.				
	<b>Project Manager</b>	No major changes to the current service level.	<i>Non-scalable</i> – changes to service environment do not significantly affect staffing needs.	1	1	1	1
	<b>Secretary</b>	No major changes to the current service level.	<i>Non-scalable</i> – changes to service environment do not significantly affect staffing needs.	1	1	1	1
	<b>Admin. Analyst I (Budget Analyst)</b>	Department will retain a dedicated budget analyst.	<i>Non-scalable</i> – changes to service environment do not significantly affect staffing needs.	1	1	1	1
<b>CONSTITUTIONAL POLICING DIVISION</b>							
	<b>Lieutenant</b>	The need for filling the vacant Constitutional Policing Lieutenant position was identified. This position being responsible for managing the Division as well as various administrative functions and ancillary duties, such as the recruitment of new hires, Training Unit, Fleet & Facilities, and Emergency Operations. Filling this position will reduce the workload of the Patrol Lieutenants, and would also be able to fill-in for the Patrol Lieutenants as needed in relief.	<i>Non-scalable</i> – projected changes to service workloads do not significantly affect staffing in this area.	0	1	1	1

Function	Position	Target Service Level	Projection Factors	Now	8YR	13YR	25YR
Professional Standards	CALEA Coordinator	No major changes to the current service level.	<i>Non-scalable</i> – projected changes to service workloads do not significantly affect staffing in this area.	1	1	1	1
	Sergeant	No major changes to the current service level.	<i>Non-scalable</i> – projected changes to service workloads do not significantly affect staffing in this area.	1	1	1	1
Public Information	Public Info. Officer (Civ.)	No major changes to the current service level.	<i>Non-scalable</i> – projected changes to service workloads do not significantly affect staffing in this area.	1	1	1	1
Community Relations Unit	Sergeant	No major changes to the current service level.	<i>Non-scalable</i> – projected changes to service workloads do not significantly affect staffing in this area.	1	1	1	1
	Senior Lead Officer (Full Time)	Maintenance of current service level, not including the impact from any expansions to current scope of work for the position.	<i>Non-scalable</i> – expansion of workload for this position is not affected by projected service workloads.  Transition of Part-time roles to full-time in later years will be needed to maintain current service levels.	2	2	3	5
	Senior Lead Officer (Part Time)	Maintenance of current service level, not including the impact from any expansions to current	<i>Non-scalable</i> – expansion of workload for this position is not	4	4	2	0

Function	Position	Target Service Level	Projection Factors	Now	8YR	13YR	25YR
		scope of work for the position.	affected by projected service workloads.  Transition of Part-time roles to full-time in later years will be needed to maintain current service levels and will allow for CRU specific focus for SLOs.				
	<b>Police Services Coordinator</b>	Maintenance of current service level, not including the impact from any expansions to current scope of work for the position.	<i>Non-scalable</i> – projected changes to service workloads do not significantly affect staffing in this area.	1	1	1	1
	<b>Homeless Coordinator</b>	Maintenance of current service level, not including the impact from any expansions to current scope of work for the position.	<i>Non-scalable</i> – expansion of workload for this position is not affected by projected service workloads.	1	1	1	2
	<b>Mental Health Clinician</b>	Maintenance of current service level, not including the impact from any expansions to current scope of work for the position.	<i>Non-scalable</i> – expansion of workload for this position is not affected by projected service workloads. Increased use of Clinician services by expanding patrol numbers will necessitate additional staff hours.	1	1	2	2
	<b>VIPS Coordinator</b>	No major changes to the current service level.	<i>Non-scalable</i> – projected changes to service workloads do	.5	.5	.5	1

Function	Position	Target Service Level	Projection Factors	Now	8YR	13YR	25YR
			not directly affect staffing in this area.				
			Use of additional volunteers where possible to augment patrol in later years will require additional staff hours in this role.				
<b>TOTAL FUTURE STAFF RECOMMENDED</b>				95.5	112.5	129.5	174

## 8 Future Technologies

The following chapter focuses on the technology utilized by the West Sacramento Police Department. Technology in the public safety arena, as it is in other areas, is changing at an exponential rate, and while this evolution brings new possibilities, it can be daunting for public safety entities to keep pace with the expectations of both the public and its employees. Traditionally public safety information and technology systems were kept in their own “silo” with only minimal interaction among databases. Now, and increasingly in the future, these “silo” walls are disappearing with more and more technology being integrated together for better information flow. This and other emerging technologies will change how the public accesses emergency services and also the way law enforcement agencies use the information and technology provided to deliver that service.

**1. As in Many Public Safety Agencies, West Sacramento Police Department Technology is Diverse and has Strengths and Opportunities for Improvement.**

Information contained in this section was acquired based on interviews, examination of systems, and other data gathering techniques. We do not attempt to recapitulate all technological and related operational facets of the Department, but rather those that are key to operations. Importantly, we note that while West Sacramento Police Department is modestly positioned from a technology perspective, there are opportunities for improvement.

The use of in car and body camera systems are examples of good technological positioning. Additionally, the Department uses the Tri-Tech Records Management



System (RMS) which is a mainstream and capable product suite utilized by numerous public safety agencies across the United States for the tracking of law enforcement records. While the use of these systems enhances the Department's ability to support and protect staff and the City from liability concerns, as well as perform crime data analysis, there are opportunities for improvement. Some of these opportunities include:

- Currently the Tri-Tech RMS platform operates in a “stand-alone” configuration that does not interface with the Computer Aided Dispatch (CAD) system utilized by the 911 communications center despite the fact that they use the same Tri-Tech product suite. This configuration limits information transfer from the 911 communications center, increases redundant data entry, and will limit the future transfer of pictures and videos from citizens.
- The West Sacramento Police Department uses a “home grown” report writing and processing application, called “Hoplon,” that does not interface with the Tri-Tech RMS system, resulting in a manual work flow process whereby patrol reports must be printed for approval before being uploaded into the system by the Records Unit.
- Currently the Police Department does not have access to a regional Known Person File (KPF) database from their mobile data computers.
- The Police Department is reliant on the City Internet Technology (IT) Department for all technology related issues.

These are examples of some the technologies, systems, and operational issues in place that offer opportunities for improvement and impact the ability for the WSPD to provide the most efficient service delivery. As these examples can negatively impact service delivery, finding solutions to them should be a part of the strategic planning process.

Given the nature of the how each work unit within the Department utilizes technology, it is not surprising that the various groups view the technological strengths and opportunities differently. By example interviews with staff from the Uniformed Patrol Division indicate that staff generally believe the equipment and technology

provided are more than adequate, with several praising the use of the Hoplon report system. Conversely, those within Administration and the Records Unit cite the lack of interfaced technologies, such as the Hoplon and RMS system, as an indicator of deficient technology. Results from the employee survey support this bifurcated view, with Department technology being listed as the sixth-most mentioned opportunity for improvement in the open comments section of the survey.

## **2. Picture, Video, and Streaming of Content to 911 Will Require Future Technology Enhancement.**

As stated earlier, technology is evolving rapidly and as fast as it brings new capabilities it also brings new expectations from the general public, public safety system users, and cyber security threats. The advent of the cellular phone is perhaps one of the best examples of how technology influences public behavior, and thus it's expectations of public service. In 1983 Motorola publicly released its first cellular phone, now approximately nine out of ten adults in the U.S. own a cellphone<sup>11</sup>. This dramatic rise in the use of cellphones has caused financial, technological, and operational issues for public safety agencies with the majority of Calls for Service (CFS) coming from cellular callers. Indeed, according to the Federal Communications Commission (FCC), many 911 centers are now receiving well over 70%<sup>12</sup> of their calls via the cellular network rather than traditional land lines.

As text to 911 capability and use increases, so does the public's expectation that emergency services can receive not only SMS texts, but also Multi Media Service (MMS) messages containing pictures and videos. While the initial receipt of this content

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<sup>11</sup> According to a 2015 PEW research study.

<sup>12</sup> <https://www.fcc.gov/consumers/guides/911-wireless-services>.

will need to be dealt with by the 911 communication center, the transfer of this information will need to make its way to the public safety responders in the field. Undoubtedly, as the use of text messaging to 911 becomes more common, it is also expected that the public's use of pictures, video, and other media to report a crime will also increase. This "expectation" will drive the necessity for 911 centers to accept and process this content in some way and then transfer that information to first responders in a useful format.

Indeed, in some ways this expectation and the attendant movement in "increased information sharing" has already begun. In 2016, a law suit filed against the State of Arizona cited that the citizens' lack of access to 911 services via text was discriminatory against the deaf and hard of hearing community. If successful, this suit has implications beyond text messaging, as it would set a precedence that the public's expectations of "how" it accesses emergency service is as relevant as simply "being able" to access it. It is reasonable to infer that with time the public's *expectation* that public safety agencies be able to receive media via text will drive the public safety respondents' *necessity* to receive and use it.

With the expanding use of 911-based information and other related technology, West Sacramento should be prepared to:

- Work with the regional communications center to identify what types of information will be processed within the 911 center or that will be transmitted, or attached to a case record for use by field responders.
- Work with regional law enforcement agencies and vendors to identify evidentiary chain of custody protocols for the transmittal and storage of this "evidence" once received.

The ability to transfer this new information and evidence will exacerbate the

deficiencies with the current “stand alone” RMS system being utilized by WSPD. The Police Department, as well as its neighboring public safety agencies, should partner together and research the deployment of a regional CAD and RMS platform to better allow for cohesive information transfer. A modern regionally deployed CAD and RMS system would provide numerous benefits over the current use of the stand-alone RMS system and Hoplon report writing process. Some of these are:

- Enhanced Field Based Reporting (FBR) for field units reducing the necessity to return to the office for routine report documentation.
- The ability to complete Field Interviews (FIs) more quickly, and with photos, enhancing field information gathering and documentation.
- Allow for access to a regional KPF database enhancing officer safety and simplifying suspect identification.
- Reducing duplicate data entry processes for the Records Unit.
- Eliminate the need to print hardcopies of reports, increasing workload tracking abilities and reducing the Departments impact on the environment.

While the selection of a software solution capable of meeting the needs of numerous agencies can be daunting, the benefits, efficiencies, and officer safety enhancements inherent to a regionally deployed and cohesive system cannot be understated.

**Recommendation:**

**The West Sacramento Police Department should work with neighboring law enforcement agencies on the acquisition and deployment of a regional CAD and RMS solution.**

**3. IT Support Staff Should be Imbedded Within the Police Department.**

Modern policing has become increasingly dependent on technology, and with this dependency also comes the necessity of dedicated staff to support that technology. In the past when computers and other technologies were more limited and less sophisticated, the use of generalized IT staff to support all divisions within that governing body made sense and was fiscally responsible. As the use of technology within public safety has increased, so has the specialty nature of the systems and software solutions used. The current reliance on City IT staff to support the Police Department was repeatedly raised as an issue by members of the Department staff at all levels. It was expressed that while the City IT staff are knowledgeable and willing to assist the Police Department, the very fact that they must support multiple offices within the City, and that the IT office is in another building, often means that Police Department technical issues must wait to be rectified.

While certainly not all Police Department issues are of a critical nature, many are, and with the introduction of body worn cameras, FirstNet communications, and other software solutions, the maintenance of these critical technologies will increase as will the need for additional training to support them. Assigning a dedicated IT person to Public Safety to support the various systems and networks will increase the efficient and timely rectification of issues as they arise.

**Recommendation:**

**Assign a dedicated IT staff person from the City to the Public Safety Departments, with that individual's physical office being located within the Police Department office building.**

**4. First Responder Network Authority (FirstNet).**

The First Responder Network Authority (FirstNet) was established in 2012 under the Middle-Class Tax Relief and Job Creation Act. FirstNet is an independent authority designated to provide the first nationwide, high-speed, broadband network that is dedicated to public safety. The FirstNet network is in the consultation and design phases and likely won't see service in the Sacramento area for several years to come, however when it does it will bring significant enhancement in the use of technology between the WSPD, its neighboring agencies, and the citizens it serves.

A limitation to the use of current commercially provided broadband network technology as the primary communication mode in public service today is the fact that the network is open to the public. During emergencies, (especially large emergencies such as hurricanes Harvey and Irma) these networks can become overwhelmed with traffic, making them unreliable as the primary means for emergency service agencies to communicate. FirstNet will change this, allowing agencies to migrate more and more of its communications to alternate technologies, likely resulting in the eventual replacement of Land Mobile Radio (LMR) networks. Almost all of this technological change will be field-centric, and West Sacramento should be intricately involved with any proposed changes in how public safety communications will be conducted in the future.

The following are recommended steps for the West Sacramento Police Department regarding FirstNet:

- Identify a West Sacramento Police Department representative for FirstNet information and coordination. This representative role does not need to be solely from the Administrative level, but rather should be filled by an individual who understands radio and internet technology and that can relay the information to others in a manner that is easy to understand.
- Identify who the State of California's Single Point of Contact (SPOC) for FirstNet is and ensure that the West Sacramento Police Department representative is on the contact list for information updates and meeting notices.
- Include West Sacramento Police Department IT staff in future planning discussions regarding FirstNet deployment to ensure technology integration issues are identified and strategic planning regarding technology expenditures are considered.

**Recommendation:**

**Ensure that the West Sacramento Police Department is involved with the deployment of FirstNet technologies within the region.**



## 9 Police Facility Analysis


The project team was tasked with conducting a walk-through evaluation of the two (2) Police Department locations. The project team toured each location with Police Department personnel and was provided information as to the historical use, conditions, and general shortcomings of each facility. The ultimate goal of the evaluation was to establish a baseline inventory of current facility and site conditions to aid in determining potential future use, expandability, deficiencies, and obsolescence.

For the facility evaluations, the project team conducted a “walk through” assessment of the facility’s exterior, interior, and technical systems in April 2017. Overall building systems such as structural, mechanical, and electrical were assessed to the extent that they could be readily observed. All evaluations were supplemented by information provided by the user regarding the current conditions and any recent or planned improvements. The evaluations are not based on a detailed analysis, but rather as a broad index of each facility’s relative physical condition and viability. Conditions were rated on a scale of Excellent, Good, Fair, or Poor, as defined below.

- Excellent – conditions are newly renovated or constructed, basic standards are met or exceeded.
- Good - conditions meet basic standards and potential exists for expansion or redevelopment at low expense.
- Fair - conditions may be reasonable for improvement or redevelopment at substantial expense.
- Poor - conditions do not meet basic standards and have little potential for improvement without significant effort and resources.

A summary of the facility/site evaluation plus general comments and

recommendations are presented in the following evaluation sheets.

<p><b>West Sacramento Police Department</b></p> <p><b>Facility Location:</b> 550 Jefferson Blvd, West Sacramento, CA 95605</p>													
<b>Description of Use</b>	Provides general office and storage space for the Police Department. Facility also houses the Records Unit, Property and Evidence, as well as Fleet Facilities and storage.												
<b>Year Constructed</b>	1996												
<b>Site Conditions</b>	<table border="0" style="width: 100%;"> <tr> <td style="padding-right: 20px;">Total Parking Spaces:</td> <td>14 marked spaces</td> </tr> <tr> <td>ADA Parking Spaces:</td> <td>2 marked spaces</td> </tr> <tr> <td>Signage:</td> <td>Poor (small and not lighted)</td> </tr> <tr> <td>Accessibility Issues:</td> <td>None identified</td> </tr> <tr> <td>Expansion Capability:</td> <td>Limited</td> </tr> </table>	Total Parking Spaces:	14 marked spaces	ADA Parking Spaces:	2 marked spaces	Signage:	Poor (small and not lighted)	Accessibility Issues:	None identified	Expansion Capability:	Limited		
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<b>Building Exterior</b>	<table border="0" style="width: 100%;"> <tr> <td style="padding-right: 20px;">Exterior Wall:</td> <td>Good</td> </tr> <tr> <td>Roof:</td> <td>Good</td> </tr> <tr> <td>Historical Significance:</td> <td>N/a</td> </tr> </table>	Exterior Wall:	Good	Roof:	Good	Historical Significance:	N/a						
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Roof:	Good												
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<b>Building Interior</b>	<table border="0" style="width: 100%;"> <tr> <td style="padding-right: 20px;">Structure:</td> <td>Good</td> </tr> <tr> <td>Accessibility Issues:</td> <td>None identified</td> </tr> <tr> <td>Code Compliance:</td> <td>No issues identified with current conditions.</td> </tr> <tr> <td>Layout:</td> <td>Fair</td> </tr> <tr> <td>Renovation Suitability:</td> <td>Limited</td> </tr> </table>	Structure:	Good	Accessibility Issues:	None identified	Code Compliance:	No issues identified with current conditions.	Layout:	Fair	Renovation Suitability:	Limited		
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<b>Technical Systems</b>	<table border="0" style="width: 100%;"> <tr> <td style="padding-right: 20px;">Plumbing:</td> <td>Good</td> </tr> <tr> <td>Mechanical (HVAC):</td> <td>Good</td> </tr> <tr> <td>Electrical:</td> <td>Good</td> </tr> <tr> <td>Lighting:</td> <td>Good</td> </tr> <tr> <td>Technology:</td> <td>Good</td> </tr> <tr> <td>Vertical Transportation:</td> <td>No mechanical vertical access noted.</td> </tr> </table>	Plumbing:	Good	Mechanical (HVAC):	Good	Electrical:	Good	Lighting:	Good	Technology:	Good	Vertical Transportation:	No mechanical vertical access noted.
Plumbing:	Good												
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Technology:	Good												
Vertical Transportation:	No mechanical vertical access noted.												
<b>Comments</b>	<p>The Police Department consists of two structures, one of which is the Police Department itself and the other being utilized as the fleet and storage facility. The main facility was converted from a standup concrete wall warehouse in 1996. The facility is located in a mixed use, business and residential, area of West Sacramento and has security fencing surrounding both the main and fleet building that is in good condition. The surrounding area is elevated providing clear lines of site upon the buildings, however security measures, such as concrete walls and parking awnings, have been added to mitigate this deficiency. The buildings are in reasonable shape considering their age and normal wear and tear. The main facility has reached capacity, with no reasonable room left for expansion to accommodate additional training or locker rooms for staff.</p>												

<b>Recommendations</b>	The city should consider relocating the Police Department to a more central location within the city and for the construction of a facility that meets modern public safety requirements.
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The Police Department main facility is a converted concrete warehouse that was renovated in 1996, and the adjacent fleet and storage building is a converted auto body facility. While the facilities are older, the main building is reasonably well maintained and outside of some interior aesthetic, and minor layout issues, the facility is functional and is modestly meeting the Department’s needs. The proximity of the fleet and storage building to the Police Department main building is advantageous and the entire area is surrounded by steel security fencing with remote activated gates providing adequate physical security to Department vehicles and civilian employees. The lobby area is adequately sized, has badge accessed security doors, bullet resistant glass at the front windows, and is also monitored by CCTV cameras providing effective building security in this publicly facing area.

With that said, the building has limited capability to expand based on site constraints, and the current Department staffing and space needs has already overgrown the current facilities’ capacity. There is insufficient room to conduct or host training classes, and the Records Unit is out of physical space for records storage. Further, security concerns such as limited ingress and egress to the building, and elevated lines of site onto the facility (though mitigated by barrier walls and covered parking structures) exist with the current location. Comments from line level Patrol Officers show a high awareness of the deficiencies of the current facilities with the need for a new building being the third most mentioned topic in the employee survey behind “staffing,” and “communication” and just above “compensation” in the open comments survey section.

In order to accommodate the additional WSPD staff needed in both the near and more distant future, allow for the hosting of training classes, and strategically position the WSPD to serve the community, the City of West Sacramento should make the replacement of the Police Departments current building a priority in their five-year Capital Improvement Plan (CIP).

**Recommendation:**

**The City should make the replacement of the Police Department building a priority in the five-year Capital Improvement Plan (CIP) with design and facilities evaluation processes beginning now.**

## Appendix A: Profile of the Police Department

This document provides a descriptive profile of the West Sacramento Police Department (WSPD). The purpose of this profile is to document the project team's understanding of the current organization, staffing, levels of service, operations, and costs for the Police Department. As part of this review, the project team spoke directly with various members of the Departments staff, and collected and reviewed various data describing the organization and work processes.

This data will influence key issues impacting and shaping service requirements now and 25 years into the future. The data contained in the profile was developed based on the work conducted by the project team, including:

- Interviews conducted with staff;
- Initial collection of workload and service provision workload;
- Review of strategic documents and reports, budget data, organizational structure, and key practices.

The descriptive profile is not intended to include every organizational and operational facet of the organization. Rather, it is to provide an overview and to serve as the “base line” or “status quo” against which any recommendations made at the conclusion of the study can be compared to demonstrate the change in roles, organizational structure, or operational practice.

Information contained in this descriptive profile will be employed in the analysis of issues during subsequent stages of the project. Data herein is not intended to be comprehensive; by example, descriptions of staff duties and responsibilities only reflect key functions performed and do not imply job description narratives. The intention of

the profile is to demonstrate an overall understanding of the WSPD organization.

## **1. Introduction**

The City of West Sacramento Police Department provides law enforcement services to approximately 53,320 full time residents and an area covering just under 23 square miles. The third largest city within Yolo County, West Sacramento lies just across the river from the California State Capital city of Sacramento and was the most livable city in America in 2014 by the U.S. Conference of Mayors.

West Sacramento is home to the regions only seaport, the Port of West Sacramento, which saw approximately 28,000 jobs and 630,000 metric revenue tons in 2016. West Sacramento is served by three (3) major highways; I80, I5, and State Highway 99.

The mission of the West Sacramento Police Department is “...to strive for professional excellence as leaders in law enforcement through our partnership with the community we serve.”

The following sections of this profile explore the Police Department budget, staffing and organizational structure, and staff roles and responsibilities.

## **2. Budget**

The following table shows the Police Departments budget for the last three fiscal years as provided to the project team. Projected budget numbers are used for FY15, while the Departments requested budgets are used for FY16 and FY17.

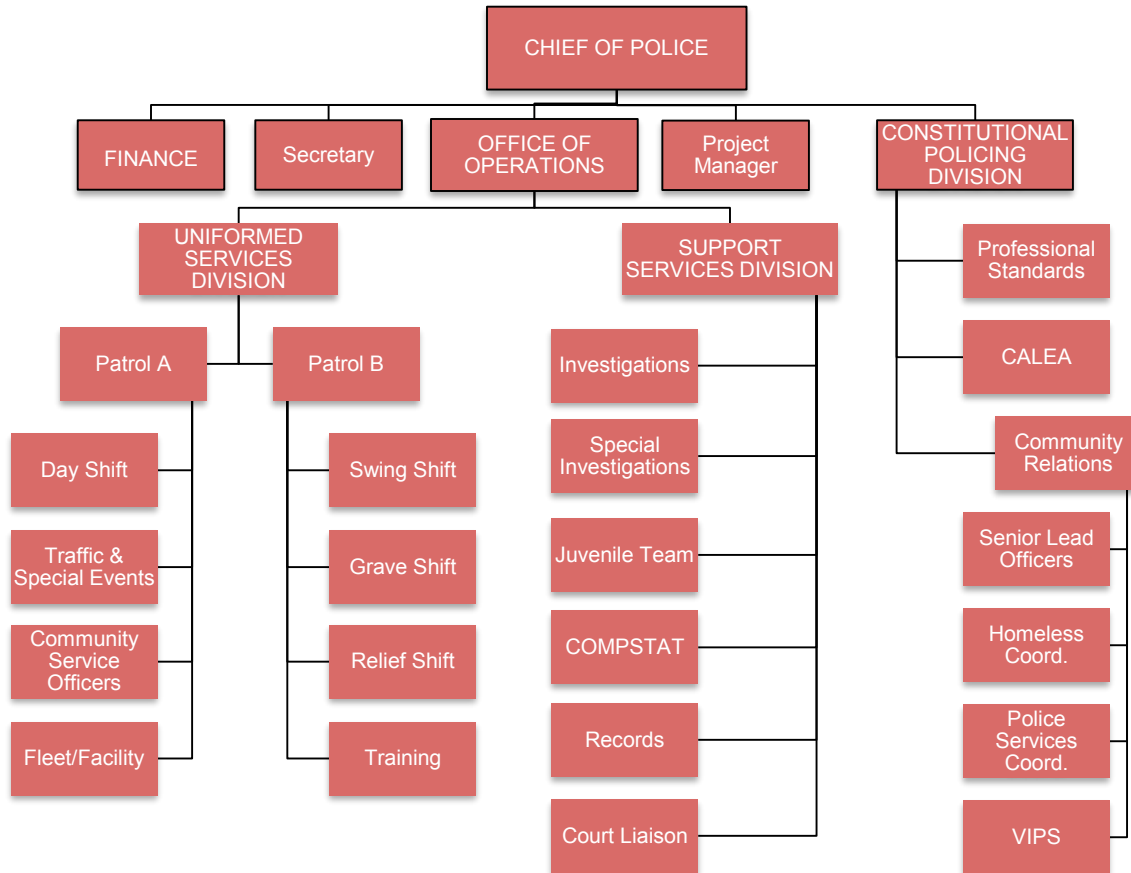
<b>WEST SACRAMENTO POLICE DEPARTMENT BUDGET</b>			
	<b>FY15 Projected</b>	<b>FY16 Requested</b>	<b>FY17 Requested</b>
<b>Police Administration</b>			
Personnel Services	\$1,354,099	\$1,456,091	\$1,484,938
Operations & Maintenance	\$588,600	\$571,200	\$580,200
Non-Operating	\$25,000	\$1,000	\$1,000
<b>SUB-TOTAL</b>	<b>\$1,971,549</b>	<b>\$2,031,291</b>	<b>\$2,069,138</b>
<b>Police Investigation</b>			
Personnel Services	\$2,134,396	\$2,546,395	\$2,624,492
Operations & Maintenance	\$126,625	\$179,150	\$179,150
Non-Operating	\$75,000	\$75,000	\$75,000
<b>SUB-TOTAL</b>	<b>\$2,336,021</b>	<b>\$2,800,545</b>	<b>\$2,878,642</b>
<b>Police Records</b>			
Personnel Service	\$591,670	\$704,786	\$730,955
Operations & Maintenance	\$150	\$150	\$150
<b>SUB-TOTAL</b>	<b>\$591,820</b>	<b>\$705,936</b>	<b>\$731,105</b>
<b>Police Patrol</b>			
Personnel Services	\$6,699,954	\$7,369,100	\$7,638,196
Operations & Maintenance	\$431,800	\$436,700	\$436,700
Non-Operating	\$5,600	\$5,600	\$5,600
Capital Outlay	\$0	\$16,000	\$16,000
<b>SUB-TOTAL</b>	<b>\$7,137,354</b>	<b>\$7,827,400</b>	<b>\$8,096,496</b>
<b>Police P.O.S.T.</b>			
Operations & Maintenance	\$60,000	\$73,000	\$73,000
<b>SUB-TOTAL</b>	<b>\$60,000</b>	<b>\$73,000</b>	<b>\$73,000</b>
<b>Traffic / Parking Safety</b>			
Personnel Services	\$796,413	\$805,393	\$829,010
Operations & Maintenance	\$98,500	\$100,000	\$100,000
<b>SUB-TOTAL</b>	<b>\$894,913</b>	<b>\$905,393</b>	<b>\$929,010</b>
<b>Ending Fund Balance</b>	<b>\$12,991,657</b>	<b>\$14,343,565</b>	<b>\$14,777,391</b>

### 3. Organizational Structure

The following is an organizational chart of the West Sacramento Police Department by major function. More detailed organizational charts are provided in subsequent individual sections.



## WEST SACRAMENTO POLICE DEPARTMENT



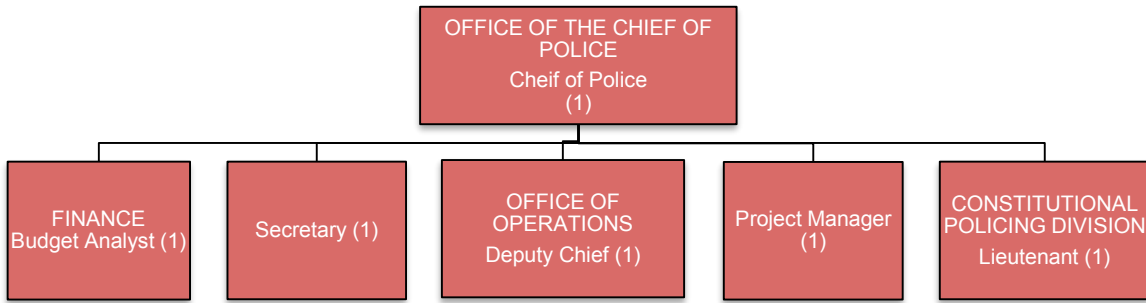
#### 4. Office of the Chief Of Police

The Chief of Police has responsibility for every area of the organization and ensures that all employees perform their jobs in accordance with the overall mission and values of the Department, and in accordance with State and Federal laws.

##### (1) Organization

The following chart outlines the organization of function in the Office of the Chief of Police.

## OFFICE OF THE CHIEF OF POLICE



### (2) Staffing and Unit Descriptions

The following table provides the personnel and major tasks of staff for functions reporting to the Chief of Police.

KEY ROLES AND RESPONSIBILITIES			
Position Title	Authorized Positions	Filled Positions	Key Roles and Responsibilities
<b>Office of the Chief</b>			
Chief of Police	1.0	1.0	<ul style="list-style-type: none"> <li>Provides executive level leadership, management, and administration for the Police Department.</li> <li>Coordinates law enforcement services in the City.</li> <li>Responsible for Department budget.</li> <li>Develops and maintains good working relationships with peers in the regional and state law enforcement community; with local business and community leaders.</li> </ul>
Deputy Chief	1.0	1.0	<ul style="list-style-type: none"> <li>Reports to the Chief of Police.</li> <li>The Deputy Chief has direct responsibility for day to day operations including direct supervision for all Lieutenants in the Department as well as for the administrative staff within the Office of the Chief.</li> <li>Performs variety of special projects and undertakes various key Department initiatives (e.g. COMPSTAT).</li> </ul>

KEY ROLES AND RESPONSIBILITIES			
Position Title	Authorized Positions	Filled Positions	Key Roles and Responsibilities
Project Manager	1.0	1.0	<ul style="list-style-type: none"> <li>• Reports to the Chief of Police and supports the Office.</li> <li>• Conducts recruitment and hiring for civilian staff.</li> <li>• Performs special projects such as alarm ordinance, ABC permits, pawn shop, etc.</li> <li>• Writes and manages Department grants.</li> <li>• Performs other special projects, as assigned.</li> </ul>
Secretary	1.0	1.0	<ul style="list-style-type: none"> <li>• Provides direct support to the Office of the Chief.</li> <li>• Performs variety of administrative, transactional, and clerical duties and responsibilities in support of Chief and Deputy Chief.</li> <li>• Manages calendars, schedules meetings, takes minutes, resolves inquiries, addresses Office issues, and performs related duties and responsibilities, as assigned.</li> </ul>
Administrative Analyst I (Budget Analyst)	1.0	1.0	<ul style="list-style-type: none"> <li>• Uses budgeting and business software (One Solution) to compile financial information for budget development.</li> <li>• Monitors expenses and revenues for the current fiscal year and adjusts anticipated budget accordingly.</li> <li>• Monitors cash flow and fund balances, and performs year-end reconciliations and refunds to partners as appropriate.</li> <li>• Invoices vendors and other partner agencies, and tracks accounts receivable.</li> <li>• Develops and submits periodic reports to the Chief.</li> </ul>

**5. Uniformed Services Division**

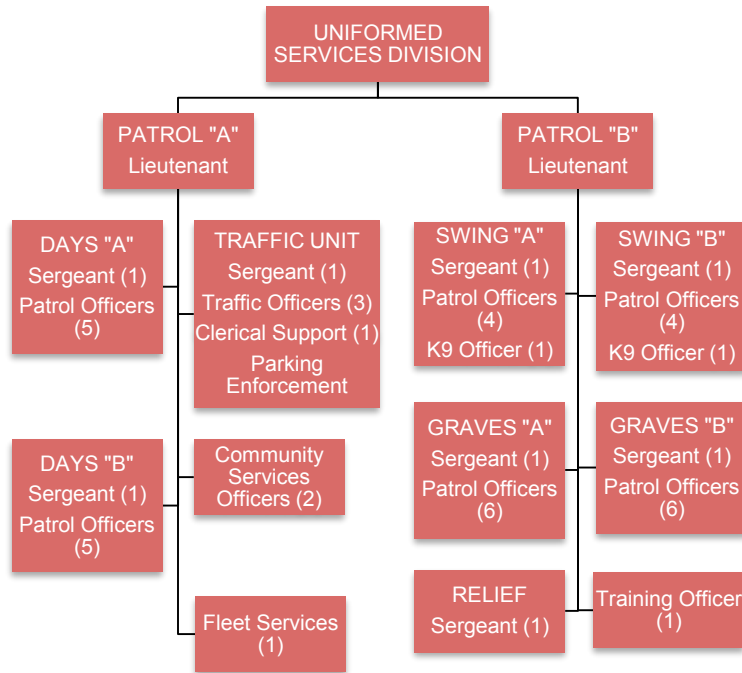
The Uniformed Services Division is responsible for providing law enforcement services within the city including patrol, initial investigations, traffic enforcement, parking enforcement, bike patrol, marine patrol, K-9 units, Special Weapons and Tactics (SWAT), Explosive Ordinance Disposal (EOD), and honor guard services.

Field personnel are organized into two command areas, Patrol A and Patrol B, each responsible for covering three patrol beat zones during their assigned shifts.

**(1) Organization**

The following table outlines the organization of the Uniformed Services Division:

**UNIFORMED SERVICES DIVISION**



**(2) Staffing and Unit Descriptions**

The following table provides current filled and authorized staffing positions within the Uniformed Services Division:

KEY ROLES AND RESPONSIBILITIES			
Position Title	Authorized Positions	Filled Positions	Key Roles and Responsibilities
<b>Uniformed Services Division</b>			
Patrol Lieutenant	2.0	2.0	<ul style="list-style-type: none"> <li>• Reports to Deputy Chief</li> <li>• Responsible for the general oversight of Patrol operations through the shift Sergeants.</li> <li>• Manages their assigned patrol shifts as well as coordinates various specialty units as assigned by the Chief.</li> <li>• Day Shift Lieutenant manages the following:                             <ul style="list-style-type: none"> <li>- Fleet and Facilities</li> <li>- Traffic / Special Events</li> <li>- Emergency Operations Center/ Evacuation plans</li> <li>- Second SWAT team Commander</li> <li>- Boat, Bike, and Field Force Unit (crowd control)</li> </ul> </li> <li>• Night Shift Lieutenant manages the following:                             <ul style="list-style-type: none"> <li>- Recruitment and assessment of new hire candidates</li> <li>- First SWAT team Commander</li> <li>- Manages SWAT, K9, and EOD</li> <li>- Training Unit</li> <li>- Patrol scheduling</li> </ul> </li> </ul>
Patrol Sergeant	7.0	7.0	<ul style="list-style-type: none"> <li>• Reports to Patrol Lieutenant.</li> <li>• Sergeants function as first-line field supervisors, and are responsible for providing direction and priorities for the use of proactive time in the field.</li> <li>• Responds to emergency and other calls for service, conducting initial investigations and completing reports as needed.</li> <li>• Responsible for maintaining minimum staffing for their assigned shift.</li> <li>• Monitors progress of “tasks” assigned during COMPSTAT briefings.</li> <li>• Relief Sergeant provides shift coverage during the six-shift sergeant’s absenteeism.</li> </ul>
Patrol Officer	30.0	30.0	<ul style="list-style-type: none"> <li>• Reports to Patrol Sergeant.</li> <li>• Responds to emergency and other calls for service, conducting traffic and person stops, conducting initial investigations and completing reports as needed.</li> <li>• May also work other duty assignments such as Bike Patrol, SWAT, EOD, etc. as needed by the Department.</li> <li>• Patrol Officers work a 4/10 work schedule</li> </ul>

<b>KEY ROLES AND RESPONSIBILITIES</b>			
<b>Position Title</b>	<b>Authorized Positions</b>	<b>Filled Positions</b>	<b>Key Roles and Responsibilities</b>
Traffic Sergeant	1.0	1.0	<ul style="list-style-type: none"> <li>• Reports to Day Shift Operations Lieutenant.</li> <li>• Supervises Traffic Unit staff composed of three (3) full-time and one (1) part-time “as available” Motor Officer (P/T also serves in Patrol).</li> <li>• Oversees training, performance reviews, special event operations, traffic-related grant writing, and other duties.</li> <li>• Performs traffic reconstruction duties.</li> <li>• Manages traffic-related software (e.g. Crossroads) and performs special duties and projects, as assigned.</li> </ul>
Clerk	1.0	1.0	<ul style="list-style-type: none"> <li>• Supports Traffic Sergeant and traffic operations.</li> <li>• Manages traffic citations processing to include data entry and database management.</li> <li>• Completes all tow (e.g. impound) paperwork.</li> <li>• Supports special events paperwork processing, as directed.</li> <li>• Completes other duties, as assigned.</li> </ul>
Traffic Officer	3.0	3.0	<ul style="list-style-type: none"> <li>• Reports to Traffic Sergeant.</li> <li>• Conducts proactive traffic enforcement operations.</li> <li>• Handles all traffic collisions when on duty.</li> <li>• Provides traffic support for special events such as bike races, marathons, concerts, and sporting events.</li> <li>• Responds to calls for service, as needed, to meet minimum staffing levels and provides periodic back up patrol units.</li> <li>• Operates Tue-Fri, 0600-1600 and Sun-Wed 0800-1800.</li> </ul>
Parking Enforcement Officer	Varied	Varied	<ul style="list-style-type: none"> <li>• Parking Enforcement Officers are part-time generally seasonal employees of which 18 are currently employed.</li> <li>• Generally, four (4) PEO are assigned to patrol to support towing, parking complaints, and traffic control (e.g. accidents).</li> <li>• Typically, 14 PEO staff are assigned to event traffic control. Approximately 200-300 events per year including Sacramento Rivercats AAA baseball traffic control.</li> </ul>

<b>KEY ROLES AND RESPONSIBILITIES</b>			
<b>Position Title</b>	<b>Authorized Positions</b>	<b>Filled Positions</b>	<b>Key Roles and Responsibilities</b>
Community Services Officer	2.0	2.0	<ul style="list-style-type: none"> <li>• Reports to Patrol Sergeants.</li> <li>• Deploys with Patrol Officers and provides additional patrol presence by reporting violations of laws and city ordinances.</li> <li>• Augments Patrol Officers by responding to lower priority calls for service such as; burglaries, thefts, missing persons, vandalism complaints, and abandoned vehicle.</li> <li>• Provides additional staff resource support on scene by conducting routine duties such as taking victim and witness statements, photographs, and collecting evidence.</li> </ul>
K9 Officer	2.0	2.0	<ul style="list-style-type: none"> <li>• Reports to Patrol Sergeants.</li> <li>• Deploys on a variety of patrol shifts to best match the needs of the Department.</li> <li>• K9 Officers conduct routine patrol duties and specialized K9 enforcement duties when needed.</li> <li>• Provides manpower and K9 support to Patrol units and assists with locating suspects, conducting building searches, locating drugs, firearms and explosives.</li> </ul>
Training Officer	1.0	1.0	<ul style="list-style-type: none"> <li>• Reports to Operations Lieutenant.</li> <li>• Manages all training requests process for all Department staff including registrations, travel arrangements, and payment processing.</li> <li>• Tracks Continuing Education credits for all staff.</li> <li>• Coordinates instructors to meet training needs based on law changes or court rulings.</li> <li>• Coordinates reimbursement of training costs for classes approved by POST.</li> <li>• Monitors training budget.</li> </ul>



KEY ROLES AND RESPONSIBILITIES			
Position Title	Authorized Positions	Filled Positions	Key Roles and Responsibilities
Administrative Analyst I (Fleet/Facility Services)	1.0	1.0	<ul style="list-style-type: none"> <li>Manages WSPD fleet, facilities and equipment.</li> <li>Maintains fleet information to include records of PM/CM; transports vehicles to contracted service agencies; performs light maintenance (e.g. light change-out); facilitates purchase, leasing and equipment installation of all new vehicles; manages disposal of equipment.</li> <li>Facilitates maintenance of PD owned and leased facilities. Manages lease contract; performs regular inspections; schedules and manages city facility maintenance support; conducts minor maintenance; manages various maintenance contracts.</li> <li>Manages equipment purchases and issuance to staff, except firearms and ammunition.</li> <li>Participates in logistics support for large events involving WSPD.</li> </ul>

**(3) Overview of Patrol Deployment Schedules**

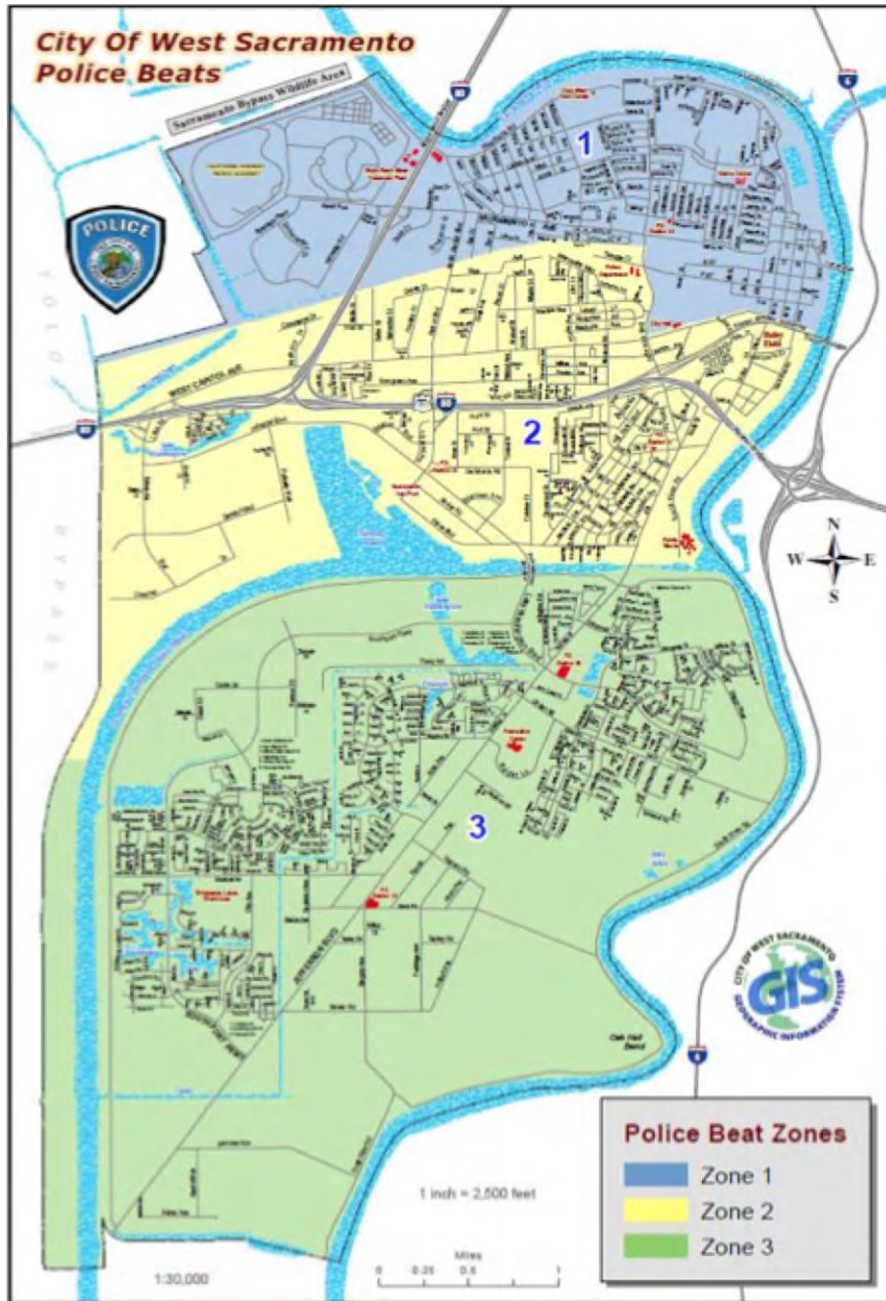
Patrol officers are assigned to a 4/10 work shift consisting of four consecutive days of work followed by three consecutive days off, working either Sunday – Wednesday or Wednesday – Saturday.

The following table provides the deployment schedule for all current patrol personnel, excluding traffic unit and Senior Lead Officer (SLO) positions.

Assignment	Start	End	Week 1							Week 2							# Offc.	
			S	M	T	W	Th	F	Sa	S	M	T	W	Th	F	Sa		
<b>A</b> Day Shift	0600	1600	█	█	█	█					█	█	█	█				5
Swing Shift	1400	2400	█	█	█	█					█	█	█	█				6
Grave Shift	2000	0600	█	█	█	█					█	█	█	█				6
Relief Sgt.	1200	2200			█	█	█	█	█				█	█	█	█		1
<b>B</b> Day Shift	0600	1600				█	█	█	█				█	█	█	█		5
Swing Shift	1400	2400				█	█	█	█				█	█	█	█		6
Grave Shift	2000	0600				█	█	█	█				█	█	█	█		6

**(4) Patrol Geographic Deployment**

As described earlier in this section the city of west sacramento is broken into three patrol beats, or “zones”, with zone 1 to the north, zone 2 encompassing the downtown area and harbor, and zone 3 lying to the south. The following map provides the outline of these areas with shading corresponding to each zone.



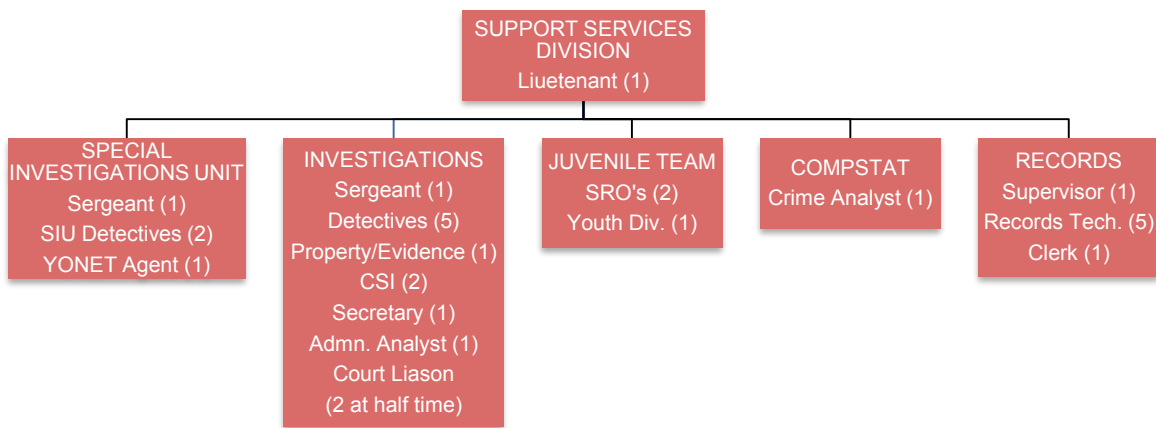
## 6. Support Services Division

The Support Services Division is responsible for the providing additional or more in depth investigative services within the Department including the investigation of property crimes, crimes against persons, computer crimes, gangs, vice activities, street level narcotics, and human trafficking. Support services are also provided via crime analysis of Departmental data in the form of Comparable Statistics (COMPSTAT), Crime Scene Investigations (CSI), property and evidence storage, the Juvenile Unit, School Resource Officers, and Records.

**(1) Organization**

The following chart outlines the currently filled organizational positions of the Support Services Division

**SUPPORT SERVICES DIVISION**



**(2) Staffing and Unit Descriptions**

The following table provides current filled and authorized staffing positions within the Support Services Division:

KEY ROLES AND RESPONSIBILITIES			
Position Title	Authorized Positions	Filled Positions	Key Roles and Responsibilities

<b>KEY ROLES AND RESPONSIBILITIES</b>			
<b>Position Title</b>	<b>Authorized Positions</b>	<b>Filled Positions</b>	<b>Key Roles and Responsibilities</b>
<b>Support Services Division</b>			
Lieutenant	1.0	1.0	<ul style="list-style-type: none"> <li>• Reports to Deputy Chief.</li> <li>• Responsible for general oversight of all Support Division activities.</li> <li>• Responsible for case review and assignment to Detectives.</li> <li>• Responsible for maintenance of Division budget and provides input on new annual budget estimates.</li> <li>• Manages the following units and sections:                             <ul style="list-style-type: none"> <li>- General Investigations</li> <li>- Special Investigations</li> <li>- Property and Evidence</li> <li>- Crime Scene Investigations (CSI)</li> <li>- Juvenile Team including SROs and Diversion</li> <li>- Crime Analysis</li> <li>- Records</li> </ul> </li> </ul>
Sergeant	2.0	2.0	<ul style="list-style-type: none"> <li>• One (1) sergeant oversees general investigations, one (1) sergeant oversees the Special Investigations Unit (SIU). Both report to the Support Division Lieutenant.</li> <li>• Provides direct supervision of detectives, SROs and civilian support staff assigned to them.</li> <li>• At the direction of the Lieutenant, reviews and assigns cases, tracks and monitors case progress, and completes reports as needed.</li> <li>• Oversees use various technologies to conduct investigations both in the field and on electronic and computerized devices.</li> <li>• Tracks cases with customized intranet case management system.</li> <li>• Oversees CSI and Property and Evidence.</li> </ul>

<b>KEY ROLES AND RESPONSIBILITIES</b>			
<b>Position Title</b>	<b>Authorized Positions</b>	<b>Filled Positions</b>	<b>Key Roles and Responsibilities</b>
Detective	7.0	5.0	<ul style="list-style-type: none"> <li>Investigations has five (5) detectives currently assigned. Reports to Investigations Sergeant.</li> <li>Staff are generalists but will emphasize certain investigative areas.</li> <li>One (1) detective emphasizes sex crimes; one (1) detective focuses on person crimes; two (2) detectives emphasize property crimes and one (1) detective felony and misdemeanor domestic violence.</li> <li>Detectives generally emphasize and assign felonious cases (except DV) classified as "solvable."</li> <li>Detectives will respond on call-out to field for homicides, major assaults, major shots fired; and serious sex crimes.</li> <li>Light-duty staff used to augment detective personnel.</li> </ul>
SIU Detectives	3.0	2.0	<ul style="list-style-type: none"> <li>Reports to SIU Sergeant.</li> <li>Provides strategic deployment to address needs and trends identified through COMPSTAT, or other intelligence gathering means.</li> <li>Conducts overt and covert investigations for all gang, vice, street level narcotics, and human trafficking in the City.</li> </ul>
Administrative Analyst I (Computer Forensics)	1.0	1.0	<ul style="list-style-type: none"> <li>Reports to SIU Sergeant.</li> <li>Conducts computer forensics on various electronic and computerized devices including PCs, tablets, phones, and other related assets.</li> <li>Uses various tools (e.g. Cellebrite) to abstract information from devices</li> <li>Provides direct support to SIU and investigative staff in the Division.</li> <li>Conducts special projects, as assigned.</li> </ul>

<b>KEY ROLES AND RESPONSIBILITIES</b>			
<b>Position Title</b>	<b>Authorized Positions</b>	<b>Filled Positions</b>	<b>Key Roles and Responsibilities</b>
School Resource Officer	2.0	2.0	<ul style="list-style-type: none"> <li>• Reports to Investigations Sergeant.</li> <li>• Performs various enforcement and outreach functions at High School, Continuation School, Junior High and Elementary schools with emphasis on H/S operations.</li> <li>• Responds to school-based calls for service; provides counseling to youth; performs various classroom instructions such as G.R.E.A.T program; interfaces regularly with teachers and student body.</li> <li>• Works closely with Juv. Diversion Counselor.</li> <li>• Assists patrol in summer as well as continues school assistance during summer school.</li> </ul>
Crime Scene Investigator	2.0	2.0	<ul style="list-style-type: none"> <li>• Reports to Investigations Sergeant.</li> <li>• Crime Scene Investigation includes scene processing, digital photography, and Latent / DNA evidence processing. Collection is focused on both persons and property crimes.</li> <li>• Based on supervisor approval, deploys to higher profile crimes such as robberies, shootings, suspicious deaths, homicides, and high-value/profile burglaries.</li> <li>• Sends evidence to Department of Justice lab; can perform basic fingerprint comparison.</li> <li>• Performs CD burning for video-evidence; serves periodically as Department photographer and performs other special projects, as assigned.</li> <li>• Operates Tue-Fri, 0730-1730 and Mon-Thr, 0700-1700. Each CSI on-call for one week every other Wednesday.</li> </ul>
Crime Analyst	1.0	1.0	<ul style="list-style-type: none"> <li>• Reports to Investigations Lieutenant.</li> <li>• Provides data analysis and produces charts and reports for COMPSTAT briefings.</li> <li>• Processes RMS data, reviews case summaries identifying trends.</li> <li>• Works with Investigators and Detective Sergeants to ensure data is taken in context.</li> <li>• Provides data mining for District Attorney's office "Driven Intervention Program."</li> <li>• Collects RIPA data for reporting purposes.</li> </ul>

<b>KEY ROLES AND RESPONSIBILITIES</b>			
<b>Position Title</b>	<b>Authorized Positions</b>	<b>Filled Positions</b>	<b>Key Roles and Responsibilities</b>
Secretary	1.0	1.0	<ul style="list-style-type: none"> <li>• Staff front counter for Investigations, answering phones, managing walk-in traffic, etc.</li> <li>• Manages all case-related paperwork, including database entry, for investigations. Tracks case progress in database.</li> <li>• Develops crime bulletins from staff; creates monthly and yearly reports.</li> <li>• Backs-up crime analyst and Chief's Secretary.</li> <li>• Assists detectives with research to include criminal history, photo line-up, etc.</li> <li>• Performs other duties and special projects, as assigned.</li> </ul>
Property and Evidence Clerk	1.5	1.5	<ul style="list-style-type: none"> <li>• Reports to Investigations Sergeant.</li> <li>• Manages property and evidence room.</li> <li>• Maintains security of facility. Manages property and evidence intake, property release, and proper disposal of unneeded P&amp;E.</li> <li>• Maintains transactional database.</li> <li>• Operates with one (1) full-time position, one (1) part-time position and a five-hour P/T position performing audits.</li> <li>• Performs other duties, as assigned.</li> </ul>
Juvenile Diversion Counselor	1.0	1.0	<ul style="list-style-type: none"> <li>• Reports to Investigations Sergeant.</li> <li>• Provides variety of alternative diversionary services to juveniles receiving misdemeanor (citation) charges.</li> <li>• Develops diversion programs for clients to complete; maintains related caseload. Works closely with patrol and SROs.</li> <li>• Takes telephone call-ins to address at-risk youth issues.</li> <li>• Assigned runaway cases and tracks / investigates outcomes.</li> <li>• Serves on a variety of youth-based committees.</li> </ul>
Court Liaison (P/T)	2.0	2.0	<ul style="list-style-type: none"> <li>• Provide coordination and notification of court proceedings to Department staff.</li> <li>• Monitors status of court cases and notifies officers of subpoena cancellations and continuances.</li> </ul>



KEY ROLES AND RESPONSIBILITIES			
Position Title	Authorized Positions	Filled Positions	Key Roles and Responsibilities
Records Supervisor	1.0	1.0	<ul style="list-style-type: none"> <li>• Reports to Investigations Lieutenant.</li> <li>• Provides direct supervision of records and public reception window staff.</li> <li>• Ensures records are entered correctly, manages work flow of cases, ensures records retention and public information requests are done in compliance with law.</li> <li>• Responsible for the maintenance of expungement and suspension files.</li> <li>• Responsible for the entering and tracking of lost or stolen property through the CJIS system.</li> <li>• Acts as CLETS administrator for the Department.</li> </ul>
Police Records Tech.	6.0	5.0	<ul style="list-style-type: none"> <li>• Reports to Records Supervisor.</li> <li>• Responsible for processing all patrol officer reports, including the entry of incident data, scanning and collating additional report documents into a single record for transmittal to the District Attorney.</li> <li>• Responsible for fulfilling public information requests.</li> <li>• Locates and provides copies of reports to Department staff.</li> <li>• Works six posts within records: Crime Desk, Data Entry, Warrant Desk, Traffic Desk, Booking Desk, General Functions.</li> <li>• Records Techs, work a 5 day 8 hr. schedule covering the following 4 shifts: 5am to 1pm, 8am to 4pm, 9am to 5pm, 10am to 6pm.</li> </ul>
Clerk	1.0	1.0	<ul style="list-style-type: none"> <li>• Reports to Records Supervisor.</li> <li>• Works front counter (Department Reception), responding to citizen inquiry, logging in visitors, etc.</li> <li>• Answers phones. Performs various administrative support duties such as filing, record-keeping, etc.</li> <li>• Performs various additional duties, as assigned.</li> </ul>

## 6. Constitutional Policing Division

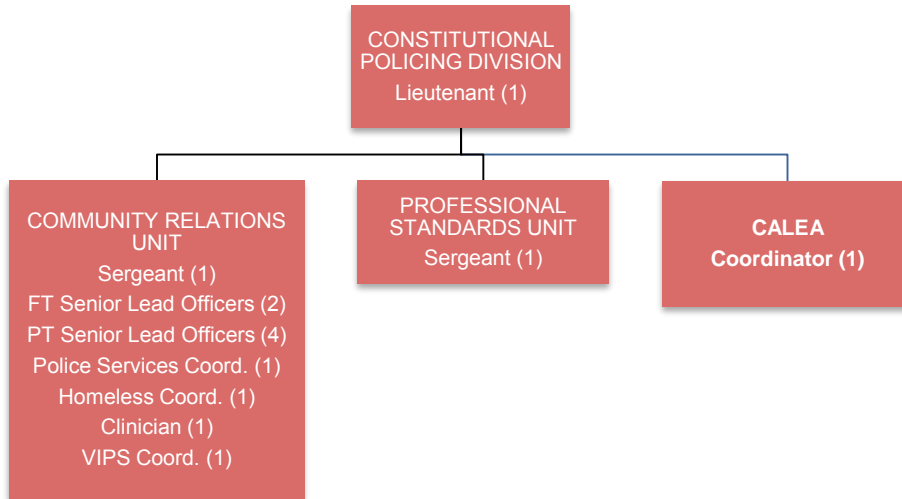
The Constitutional Policing Division provides a variety of community and homeless persons outreach and conducts internal affairs, or Professional Standards,

investigations and inquiries into uses of force or complaints against Department staff.

**(1) Organization**

The following table outlines the organization of the Constitutional Policing Division.

**CONSTITUTIONAL POLICING DIVISION**



**(2) Staffing and Unit Descriptions**

The following table provides current filled and authorized staffing positions within the Constitutional Policing Division:

KEY ROLES AND RESPONSIBILITIES			
Position Title	Authorized Positions	Filled Positions	Key Roles and Responsibilities
<b>Constitutional Policing Division</b>			
Lieutenant	1.0	0.0	<ul style="list-style-type: none"> <li>• Reports to Chief of Police.</li> <li>• This position is currently VACANT.</li> </ul>

<b>KEY ROLES AND RESPONSIBILITIES</b>			
<b>Position Title</b>	<b>Authorized Positions</b>	<b>Filled Positions</b>	<b>Key Roles and Responsibilities</b>
Community Relations Sergeant	1.0	1.0	<ul style="list-style-type: none"> <li>• Reports to Constitutional Policing Lieutenant.</li> <li>• Provides direct supervision of Division staff including:                             <ul style="list-style-type: none"> <li>- Senior Lead Officers (SLO)</li> <li>- Police Services Coordinator</li> <li>- Homeless Coordinator</li> <li>- Mental Health Clinician</li> </ul> </li> <li>• Community Relations Unit Sergeant is responsible for community outreach for the Department focusing on service and assistance and is directly responsible for:                             <ul style="list-style-type: none"> <li>- Maintaining social media accounts</li> <li>- Liaison with 911 center</li> </ul> </li> <li>• Acts as Department PIO.</li> </ul>
Professional Standards Unit Sergeant	1.0	1.0	<ul style="list-style-type: none"> <li>• Reports to Constitutional Policing Lieutenant.</li> <li>• Professional Standards (IA) Sergeant is responsible for conducting internal investigations for the Department, as well as reviewing all uses of force and public complaints.</li> <li>• Investigates all pursuit, PD-involved traffic-collision, use of force, and citizen complaints.</li> <li>• Sends investigative outcome to Lieutenant who renders finding in concert with Deputy Chief.</li> <li>• Uses/maintains Blue Team and IA Pro software.</li> <li>• Conducts various Department audits (e.g. evidence, drugs, guns, money; assists CALEA Coordinator; maintains IA/Personnel files; performs special projects, as assigned.</li> </ul>
Senior Lead Officer – Full Time	2.0	2.0	<ul style="list-style-type: none"> <li>• Reports to Community Relations Unit Sergeant.</li> <li>• Works proactively with Patrol Officers, community members, business owners and other community stakeholders to identify and mitigate community issues.</li> <li>• Responsible for conducting community outreach and enhancing customer service within designated areas of the city.</li> <li>• Full time SLOs are assigned to two separate projects; Homelessness and the West Capital Project. These assignments partner with the Homeless Outreach Coordinator and Mental Health Clinician.</li> </ul>

<b>KEY ROLES AND RESPONSIBILITIES</b>			
<b>Position Title</b>	<b>Authorized Positions</b>	<b>Filled Positions</b>	<b>Key Roles and Responsibilities</b>
Senior Lead Officer – Part Time	4.0	4.0	<ul style="list-style-type: none"> <li>• Part time SLOs report to their assigned Patrol Sergeants for traditional patrol duties.</li> <li>• Reports periodically to the Community Relations Unit Sergeant for SLO activities similar to full-time SLOs as call load allows.</li> <li>• Part time SLOs are permanently assigned to one of three geographic areas of the city; Beat 1, Beat 2, or Beat 3.</li> </ul>
CALEA Coordinator	1.0	1.0	<ul style="list-style-type: none"> <li>• Reports to the Constitutional Policing Lieutenant and supports the Office.</li> <li>• Responsible for re-initiation of CALEA certification program after expirations in 2002 and 2008. Due 7/2017.</li> <li>• Responsible for administering and maintaining Department policy and procedures consistent with CALEA utilizing Lexipol policy framework.</li> <li>• Maintains proof of compliance; conducts quarterly inspections and regularly prepares reports.</li> <li>• Performs other special projects, as assigned.</li> </ul>
Police Services Coordinator	1.0	1.0	<ul style="list-style-type: none"> <li>• Reports to CRU Sergeant.</li> <li>• Oversees community engagement and outreach efforts.</li> <li>• Supervises part-time volunteer (VIP) coordinator; performs recruitment and selection for VIP program.</li> <li>• Arranges various community engagements to include Coffee-with-Cop, community meetings, Neighborhood Watch, etc.</li> <li>• Manages Department’s social media presence.</li> <li>• Performs Youth Outreach activities (e.g. boxing camp, youth academy).</li> <li>• Works with SLO and SRO personnel.</li> </ul>

<b>KEY ROLES AND RESPONSIBILITIES</b>			
<b>Position Title</b>	<b>Authorized Positions</b>	<b>Filled Positions</b>	<b>Key Roles and Responsibilities</b>
Homeless Coordinator	1.0	1.0	<ul style="list-style-type: none"> <li>• Reports directly to CRU sergeant and indirectly to Chief.</li> <li>• Performs triage service for homeless in field and by appointments. Directly supports those who proactively seek assistance.</li> <li>• Serves as homeless advocate; develops treatment plans for clients; serves as a referral and linkage to other City/County services for indigent.</li> <li>• Works on special projects such as “Housing First Program” and others.</li> <li>• Maintains database of those provided assistance.</li> </ul>
Mental Health Clinician	1.0	1.0	<ul style="list-style-type: none"> <li>• Reports to CRU Sergeant.</li> <li>• Assists officers in the field.</li> <li>• Monitors trends and issues from patrol to identify need for clinical or community outreach resources.</li> <li>• Accepts referrals from Police, Fire, and EMS for clinical services.</li> <li>• Coordinates with Yolo County with referrals and manages “Turning Point Outreach” program staff.</li> <li>• Trains Officers and evaluates “5150” hold paperwork.</li> </ul>
VIPS Coordinator	0.5	0.5	<ul style="list-style-type: none"> <li>• Part-time position facilitating use of WSPD volunteers (VIPs).</li> <li>• Oversees various volunteer efforts to include special event support, volunteer bike and patrol services, etc.</li> <li>• Working toward re-expanding volunteer program.</li> </ul>

## Appendix B: Results of the Employee Survey

As part of the Matrix Consulting Group’s organizational analysis for the City of West Sacramento Police Department, the project team distributed an anonymous survey to the employees of the Department to gauge their opinion on a number of topics related to the operations of the Department and potential improvement opportunities. This report summarizes the results of the survey. The survey asked 3 types of questions:

- **General questions:** At the beginning of the survey, respondents were asked to provide some information about their position and assignment with the Department. These responses are used in this analysis to explore differences in responses between groups of respondents.
- **Multiple Choice Questions:** Respondents were presented with a number of multiple choice statements, where they indicated their level of agreement or disagreement with statements on a variety of topics related to the Department or their specific division.
- **Open-ended response questions:** At the end of the survey, staff were given space to provide opinions about the Department on topics such as its strengths and weaknesses, in their own words.

The link to the online survey was distributed in June via web link to Department staff. A total of 74 responses were received out of 96 Department staff, a response rate of 77%. The following section presents a summary of key findings from the survey.

### 1. SUMMARY OF KEY FINDINGS

While a complete analysis can be found in the sections below, the following points summarize the key findings from the responses received to this survey:

### **Findings of Strengths**

- Staff overwhelmingly believe that the Department provides a high level of service to the community and strongly emphasizes community policing.
- Respondents view the integrity, work ethic, commitment, and professionalism of the Department's personnel as among its greatest strengths.
- Most staff believe that the accountability mechanisms in the Department function smoothly and fairly.
- Most uniformed staff believe the Department has the patrol resources needed to respond quickly and safely to incidents.
- Investigations staff believe they coordinate their work well with neighboring jurisdictions.
- Most staff believe that their supervisors set clear expectations for their work.

### **Findings of Potential Improvement Opportunities**

- Staffing levels, and the recruitment and retention issues that accompany them, were the most persistent concern for Department staff.
- The state of the Department's physical facilities was a repeatedly-raised issue for respondents.
- The distribution of workload among patrol areas is not generally regarded as equal.
- Communication was listed as one of the most common opportunities for improvement by staff, mostly referring to vertical communication rather than communication between divisions.
- Staff compensation was described as an issue in a number of responses.
- Several staff mentioned the Department has opportunities to utilize technology better than they are currently doing.

## **2. RESPONSES TO GENERAL QUESTIONS**



While responses to the survey were confidential, the project team asked respondents to indicate some information about their position for comparison purposes. They were asked to provide their position classification and the division to which they are currently assigned.

**(1) Responses by Classification.**

The first of 3 questions asked respondents about the classification of their position. The table below shows the breakdown of responses.

RESPONSES BY CLASSIFICATION	
Response	Count
Management (Lieutenant or Higher, or Manager/Director)	5
Sergeant or Supervisor	13
Sworn Officer	36
Civilian Line Employee	20
<b>TOTAL</b>	<b>74</b>

**(2) Responses by Assignment.**

The second demographic question asked respondents which division they work in. The following table summarizes the responses received.

RESPONSES BY DIVISION	
Response	Count
Office of the Chief	2
Uniformed Services Division	40
Support Services Division (Investigations)	15
Support Services Division (Records)	5
Support Services Division (Property/CSI)	3
Constitutional Policing Division	3
Jail Division	0
Forensics Lab	0
<b>TOTAL</b>	<b>68</b>

**(3) Responses by Years of Service.**

The final question in this initial section asked respondents how long they have been employed by the Department. The table below shows the responses received.

YEARS OF SERVICE	
Response	Count
0-2 Years	22
3-10 Years	17
11+ Years	29
<b>TOTAL</b>	<b>68</b>

The differences in these responses from these groups are used in the analysis below to draw comparisons in the differences between groups, where they are notable.

### 3. MULTIPLE CHOICE QUESTIONS

The first section of the survey asked respondents to indicate their level of agreement or disagreement with 56 statements about the Department. The response options were “strongly agree” (SA), “agree” (A), “disagree” (D), and “strongly disagree” (SD). Respondents could also choose “No Opinion” or opt out of responding to the statement at all, in which case they were not counted among the respondents for that statement. For this reason, percentages may not add up to 100%, since a percentage of respondents may have chosen “No Opinion”. The following sections show the responses to statements by topic.

#### (1) Staff Are Mostly Satisfied with the Department’s Operations, but Staffing is a Serious Concern for Employees, Particularly at the Sergeant Level.

The table below shows the responses received to questions about the Department’s operations in general. A total of 68 responses were received on this section.

DEPARTMENT-WIDE OPERATIONS					
#	Statement	SA	A	D	SD
1	Our Department provides a high level of service to the community.	51%	43%	6%	0%
2	Residents view our Department as a high priority.	15%	54%	16%	3%
3	Our Department has positive relationships with City residents.	16%	76%	7%	0%
4	Our approach to public safety improves the quality of life in West Sacramento.	35%	47%	13%	1%

DEPARTMENT-WIDE OPERATIONS					
#	Statement	SA	A	D	SD
5	In general, staffing levels have kept up with the needs of the City.	3%	19%	37%	40%
6	We are effective at recruiting staff who fit into our service model.	10%	63%	7%	9%
7	We are effective at training new employees to fit into our service model.	18%	65%	6%	6%
8	The WSPD does a good job of retaining its employees.	3%	28%	31%	24%
9	My supervisor sets clear expectations for my work.	32%	53%	9%	4%
10	The Records unit is adequately staffed.	3%	19%	31%	16%
11	Patrol is adequately staffed.	3%	16%	49%	27%
12	Investigations is adequately staffed.	1%	12%	41%	28%
13	Communication within the Department effective.	7%	47%	29%	16%
14	The Professional Standards process is fair, impartial, and confidential.	11%	56%	8%	6%
15	The Internal Affairs process is investigated in a timely manner.	4%	42%	12%	6%
16	The Professional Standards Unit has clearly outlined the Internal Affairs process.	7%	50%	21%	3%

The responses to statements in this section immediately highlight the greatest perceived need in the Department – staffing. Every statement about topics *other* than staffing received a majority of agreement, and every statement *about* staffing (#5, #8, #10, #11, #12) received more disagreement than agreement. The only statement not related to staffing that received more than 30% disagreement asks about the effectiveness of communication within the Department.

- Statement #5 said, “in general, staffing levels have kept up with the needs of the City.” While all staff tended to disagree with this statement (22% agreement, 77% disagreement), sergeants were especially likely to disagree (8% agreement, 92% disagreement).
- Statement #8 said, “The WSPD does a good job of retaining its employees.” The trend was toward disagreement across the Department (31% agreement, 55% disagreement) for this statement, and for sergeants especially (15% agreement,

85% disagreement). Uniformed officers, on the other hand, actually tended to agree (43% agreement, 40% disagreement).

- Statement #10, that the Records unit is adequately staffed, received more disagreement from sergeants (15% agreement, 62% disagreement) than the Department as a whole (22% agreement, 47% disagreement).
- Statement #13, that communication within the Department is effective, received somewhat positive responses in general (54% agreement, 45% disagreement), but more negative responses from civilian staff (39% agreement, 61% disagreement).

**(2) Uniformed Staff Have Generally Positive Opinions About the Operations and Working Conditions of Their Division, Although Sergeant-Level Staff Are Less Enthusiastic.**

The following table shows responses received to statements which were asked only to sworn officers working in the Uniformed Services Division. A total of 35 responses were received on this section.

UNIFORMED SERVICES DIVISION					
#	Statement	SA	A	D	SD
17	We have adequate proactive time to solve problems in the community.	3%	54%	31%	9%
18	Assignments to different patrol areas typically involve about the same level of work.	3%	43%	37%	11%
19	The scheduling of staff is appropriate to balance workloads.	3%	60%	20%	9%
20	Back up units are available to respond in a timely manner when needed.	9%	69%	11%	6%
21	Response times to high priority calls meet the community's expectations.	26%	51%	9%	6%
22	Response times to lower priority calls meet the community's expectations.	9%	66%	14%	6%
23	Generally, we have the equipment we need to be effective.	23%	66%	9%	3%
24	Patrol's coordination with Investigations Division detectives is effective.	3%	63%	17%	9%
25	The WSPD does a good job of providing officers with Community Policing skills and training.	11%	74%	9%	0%

For every statement in this section, the most common response was “agree”, suggesting that staff have mostly positive sentiments in the Uniformed Services Division. The only statements to receive more than 30% negative responses were on the topics of whether they have adequate proactive time (#17) and whether different patrol areas have equally distributed workload (#18).

- Statement #21, that Response times to high priority calls meet the community’s expectations, received strong agreement from respondents (77% agreement, 15% disagreement). Sergeants were less positive, however (50% agreement, 40% disagreement).
- Statement #24, that Patrol’s coordination with Investigations Division detectives is effective, received mostly agreement from the Department (66% agreement, 26% disagreement), but sergeants were less likely to agree (40% agreement, 50% disagreement).

**(3) Respondents Have Mostly Positive Opinions About the Investigations Function, With the Exception of Investigation Proactivity and Resource Availability.**

The table below summarizes the responses received to statements which were presented only to staff in the Investigations group within the Support Services Division. Because of the small number of staff in this group (just 15 respondents), actual response volumes are shown instead of percentages in order to accurately represent the scale of the response volume.

SUPPORT SERVICES – INVESTIGATIONS					
#	Statement	SA	A	D	SD
26	We spend most of our time on cases which are solvable.	0	10	3	1
27	We have a collaborative approach to working cases.	4	9	0	2
28	Detective supervisors mentor me in my work.	2	7	2	3
29	Our proactive investigative capabilities (e.g., narcotics) meet the needs of the community.	0	3	5	4
30	Investigative coordination with patrol is effective.	0	8	3	2
31	Investigative coordination with neighboring jurisdictions law enforcement officials is effective.	2	10	1	1

SUPPORT SERVICES – INVESTIGATIONS					
#	Statement	SA	A	D	SD
32	We have the necessary resources in Investigations to deal with solvable crimes.	0	3	10	2
33	Our current case management system is effective in tracking the progress of investigations.	1	7	5	0
34	Our case files are entered into the case management system in a timely manner.	3	10	1	0

Most statements in this section received a majority of positive responses from the small group of 15 respondents. The only statements to receive more disagreement related to the Division’s proactive investigation capabilities and the adequacy of resources for the Division to deal with solvable crimes.

**(4) Respondents Have Mostly Positive Opinions on the Records Function in Support Services, With the Exception of Staffing.**

The following table shows responses to a set of statements asked only to the Records group within the Support Services Division. Because of the small number of staff in this group (only 3 respondents), actual response volumes are shown instead of percentages in order to accurately represent the scale of the response volume.

SUPPORT SERVICES – RECORDS					
#	Statement	SA	A	D	SD
35	My unit operates with the appropriate number of staff.	0	1	4	0
36	Our shift schedules lead to effective operations.	0	4	1	0
37	I receive the on-going practical training needed to keep my skill levels high.	0	3	1	0
38	We have adequate access to first line supervision.	1	4	0	0
39	Supervisors provide adequate mentoring and training opportunities.	0	4	0	0
40	Our training program adequately prepares new Records staff.	0	3	1	0
41	Records staff provide effective support to Department operations.	0	4	1	0
42	The records management system is effective.	0	3	2	0

SUPPORT SERVICES – RECORDS					
#	Statement	SA	A	D	SD
43	WSPD procedures for processing Departmental reports is efficient.	0	2	3	0

With just 5 staff responding, limited information can be gleaned from this section. Notably, few strong opinions were shared – only one “strongly agree” response was received, and no “strongly disagree” responses. Most statements received a majority of mild agreement. The exceptions were the issue of staffing (80% disagreement) and the efficiency of report processing (60% disagreement).

**(5) Staff Have Mixed Opinions on the Effectiveness and Working Conditions of the Property/Evidence/CSI Function in Support Services.**

The table below shows the responses received to statements which were answered only by the Property/Evidence/CSI group within the Support Services Division. Because of the small number of staff in this group (only 3 respondents), actual response volumes are shown instead of percentages in order to accurately represent the scale of the response volume.

SUPPORT SERVICES – PROPERTY/EVIDENCE/CSI					
#	Statement	SA	A	D	SD
44	Our operational practices are efficient.	1	0	2	0
45	Our operational protocols ensure integrity in handling evidence.	1	0	1	1
46	Evidence processing is conducted in a timely manner.	0	2	0	1
47	Forensics’ coordination with detectives is effective.	0	2	1	0
48	Supervisors are readily accessible.	0	3	0	0
49	I receive the on-going practical training needed to keep my skill levels high.	0	2	0	1
50	We are adequately staffed to handle current workload.	0	1	1	1

Only 3 respondents answered the statements in this section, and opinions were split on a number of issues. Staff gave high marks to evidence processing, coordination with detectives, ongoing training, and the availability of supervisors. On the other hand,



staffing levels, as well as the efficiency and integrity of operations, received more disagreement than agreement.

**(6) Respondents Are Generally Pleased with Conditions in the Constitutional Policing Division.**

The table below shows the responses received to statements which were answered only by the Constitutional Policing Division. Because of the small number of staff in this group (only 3 respondents), actual response volumes are shown instead of percentages in order to accurately represent the scale of the response volume.

CONSTITUTIONAL POLICING					
#	Statement	SA	A	D	SD
51	The Community Relations Unit operates with appropriate number of staff.	1	1	1	0
52	The Professional Standards Unit operates with appropriate number of staff.	2	0	0	0
53	I receive the on-going practical training needed to keep my skill levels high.	1	1	0	0
54	We provide effective support needed by the WSPD.	2	1	0	0
55	Our shift schedules lead to effective operations.	2	1	0	0
56	The current approach of sharing Senior Lead Officers (SLOs) between units is effective.	1	0	2	0
57	We have adequate access to first line supervisors.	1	2	0	0
58	The records management system is effective.	0	1	1	0

Only three responses were received in this section, but the general trend toward positive responses (no statement received any “strongly disagree” responses) suggests that staff are pleased with the operations and the support they receive within the Division.

**(7) The Chief’s Office May Have Some General Opportunities for Improvement.**

The following table shows the responses received to a set of statements which were posed to staff who work in the Office of the Chief. Because of the small number of staff in this group (only 2 respondents), actual response volumes are shown instead of percentages in order to accurately represent the scale of the response volume.

OFFICE OF THE CHIEF					
#	Statement	SA	A	D	SD
59	Our business practices are efficient.	0	0	1	1
60	We have the automated systems in place to make us more efficient.	0	0	1	1
61	We provide the support needed by field and investigative units for them to be more effective.	0	0	1	1
62	We have opportunities to civilianize further than we have.	0	1	0	1
63	We have adequate resources to complete tasks in a timely manner.	0	0	0	2
64	I receive adequate training to perform my duties.	0	1	0	1
65	Our staffing levels are adequate to effectively complete assigned tasks.	0	0	0	2

While only 2 employees responded, both of them tended to disagree with the statements in this section. This suggests that, for this small sample size at least, there are a number of operational issues in the Chief’s Office related to staffing, resources, and efficiency.

#### 4. OPEN-ENDED QUESTIONS

The final section of the survey asked respondents to provide input in their own words. The following headers show their opinions on the Department’s strengths and improvement opportunities.

##### (1) Employees See Quality Personnel and a Focus on Community Engagement as the Department’s Greatest Strengths.

The first open-ended question asked staff what they felt that greatest strengths of the Department are. There were 46 responses to this question. The table below shows the most prevalent themes in staff responses.

DEPARTMENT STRENGTHS	
Response	Count
Community Engagement	19
Personnel	16

Training	8
Commitment	7
Leadership	6
Management	6
Teamwork	6
Camraderie	5

- Community engagement was the most common strength listed, with proactive policing, relationships with community institutions, and programs designed to bring the public into closer contact with the police force all cited as examples.
- Most responses had to do with the quality of personnel in the Department, either as a general statement, or specifically regarding the level of commitment, professionalism, and teamwork they show.
- The Department’s training for staff was noted as a strength in several responses, and the management style of supervisory staff (as well as the quality of upper leadership) were also praised several times.

The most common themes expressed focused on the quality of staff in the Department, while the organization’s efforts to foster community engagement were the single most cited strength. The respondents to the survey clearly believe that committed personnel and a service-oriented mindset are positive distinguishing characteristics for the Department.

**(2) Employees Believe Staffing is the Biggest Opportunity for Improvement in the Department.**

The second open-ended question asked respondents what they saw as the greatest opportunities for improvement. There were 46 responses to this question. The table below shows the most prevalent themes in staff responses.

IMPROVEMENT OPPORTUNITIES	
Response	Count
Staffing	13
Communication	11
Facilities	10
Compensation	9
Retention	8
Technology	6
Training	6

Employee Appreciation	5
Equipment	5
Recruitment	5

- The number of responses citing staffing, recruitment, or retention as issues far outnumbered other themes. This aligns with responses to multiple-choice statements earlier in the survey, where staff tended to disagree with statements that the Department is adequately staffed.
- Enhanced communication and a focus on employee retention are free steps that the Department can take to improve employee satisfaction.
- The state of the Department’s facilities was a common theme, along with the compensation structure, use of technology, and availability of training.

The most pressing concern by far for the Department’s staff is the current staffing levels and how they can be increased. Enhanced recruitment efforts can be complemented by addressing issues related to compensation, employee appreciation, and the state of the facilities in order to increase retention and ensure that the Department is fully staffed.

The responses to this survey were useful for illuminating employee sentiments about a variety of topics. The most urgent concerns were expressed, staff opinions about Department services and culture became clear, and the balance between staffing and workload was explored. The opinions and issues found in these survey results are useful for the project team’s analysis going forward.

# Fire Department Assessment

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WEST SACRAMENTO, CALIFORNIA

FINAL REPORT



October 12, 2017

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# 1 Introduction and Executive Summary

The Matrix Consulting Group was retained by the City of West Sacramento to conduct a Fire Department Operations and Staffing Study. The following report presents the results of the study. This section of the report provides background to the study and how it was conducted.

## 1. Introduction and Study Background

This study had several goals with the predominant focus revolving around the short and longer-term operational and staffing needs for the West Sacramento Fire Department (WSFD). A desired outcome for the study is the development of an approach that enables the Fire Department to have planning tools for continued master planning efforts related to current and future staffing and deployment requirements for the Fire Department. Key elements of the scope of work include:

- Assessing current sworn and professional staff (non-sworn) levels. Are staffing levels adequate for current workload and the Department's goals, without curtailing service or requiring excessive overtime work?
- Providing a structured and defensible methodology for the West Sacramento Fire Department staff to use in projecting future deployment and staffing needs.
- Recommending staffing levels that will allow the Department to maintain or increase its current levels of service.
- Identifying various issues that could impact the West Sacramento Fire Department's staffing over the course of the 25-year planning horizon.

There are no simple benchmarks for fire department staffing. While it may be simple to suggest that fire and rescue resource needs can be based on the number of square miles of the service area, sworn staff per thousand population or the population



served, the Matrix Consulting Group does not use these factors as they do not ensure the Department is able to provide services according to current industry best practices. Our project team evaluates staffing and deployment requirements based on unique metrics and approaches associated with individual work units within the Fire Department. As a result, empirical methods reflecting the unique needs and service environment in West Sacramento need to be utilized to build the future staffing analysis for the WSFD.

In addition to the staffing goals of the study, the Scope of Work also entailed commentary on any key organizational and operational issues deserving evaluation, as well as a higher-level review of WSFD technologies and facilities, and their potential impact on current and future operations. Facilities are included as part of the deployment discussion, with future technologies discussed in the final chapter of the report.

## **2. Approaches Utilized in the Study**

To understand and evaluate the operations of the West Sacramento Fire Department the project team undertook an assessment of all departmental functions. The principal approaches utilized by the project team in this study included, but were not limited to, the following:

- Developed data for use in the analysis of responsibilities, deployments, workloads and service levels for each function in the West Sacramento Fire Department.
- The project team conducted extensive interviews of staff throughout the Department. We also solicited employee feedback on current staffing levels, deployments and approaches to operations management.
- The project team met with Community Development staff and evaluated the current and projected population and demographics in the City, projected developments that would impact fire rescue needs and other factors that needed to be considered (e.g., commercial development and transportation / transit improvements).

- The project team collected data to evaluate staffing levels, current deployments, workloads, service levels, crime data, etc. to understand the fire rescue service environment in West Sacramento.
- Based on the information collected and, incorporating planning assumptions developed and reviewed with the Fire Department, the project team developed a staffing model for use now and in the future as experience and service expectations change.
- Throughout this process, the project team met with staff in the Fire Department to review facts, findings, issues and assumptions and recommendations.

This report provides the results of this analysis of current and projected staffing in West Sacramento as well as commentary on technology and facilities.

## 2 Executive Summary

This Executive Summary provides a brief description of key outcomes related to the analysis, including staff projections and recommendations.

### 1. Summary of the Twenty-Five-Year Planning Analysis.

Overall, as the City of West Sacramento continues to grow and evolve as described in this report, it is expected that the WSFD will require staffing increases progressively over the twenty-five-year planning horizon as shown in the table below:

#### Summary Results of the Staffing Projection Analysis

	Now	2025	2030	2042	% Change
<b>Sworn</b>	62	72	83	83	34%
<b>Civilian</b>	3	5	5	6	100%
<b>Total</b>	<b>65</b>	<b>77</b>	<b>88</b>	<b>89</b>	<b>37%</b>
<b>+/-</b>	–	<b>+12</b>	<b>+11</b>	<b>+1</b>	<b>(+24)</b>

A complete and detailed account of the changes by each position and assignment, as well as baseline assumptions and factors used in the calculations, can be found in Chapter 7.

### 2. Summary of the Recommendations

Throughout this report the project team provides evaluation and analysis of the staffing, organization, and services provided by the WSFD and, where appropriate, makes suggestions for improvements. The table below provides a summary list of all the recommendations, appearing in sequential order, in this report.

## Recommendations

### OPERATIONS

The Fire Department should formally adopt service level objectives for travel time at the baseline standard.

Benchmark performance objectives of 60 second call processing time, 60 second turnout time for EMS calls and 80 second turnout time for fire related calls for 90% of the calls should be established.

Travel time objectives should be based on population density of the coverage area of the station for 90% of the calls at the baseline level for the population density or risk profile of the service area.

Add two medical quick response teams to enhance the response to medical emergencies in the City and supplement the overall daily activities of the department.

Once the population density for the southern area reaches 500 to 1,000 people, planning for the moving of Station 42 should begin and Engine 45 should be staffed with a minimum of three personnel.

Once the population density for the southern area reaches 1,000 people or more, Station 42 should be moved to a point further south.

The street design and layout of new development will influence the travel time, once the travel time limits the arrival of an effective response force, add an engine company and three personnel to Station 42.

### TRAINING AND EDUCATION DIVISION

The WSFD should continue to provide support to the consortium and follow the training guidelines provided by the group.

Move the training facility or roadway to provide the security necessary for the facility and to allow for the training evolutions to proceed without interruption due to vehicular access to other areas.

Provide for the general repair and upgrading to the buildings at the training facility.

### COMMUNITY RISK REDUCTION DIVISION

Continue the current engine company inspection program.

Monitor the development occurring in the city and upgrade the part-time Fire Inspector to a full-time position as workload dictates.

Using fire loss data from the community and the region, determine the community needs in relation to the public education program to target at risk populations with a fire and life safety training.

Continue to engage the CERT volunteers to deliver the fire safety message to the community.

### FUTURE TECHNOLOGIES AND BEST PRACTICES

The WSFD should develop a plan to seek accredited status in the next five years.

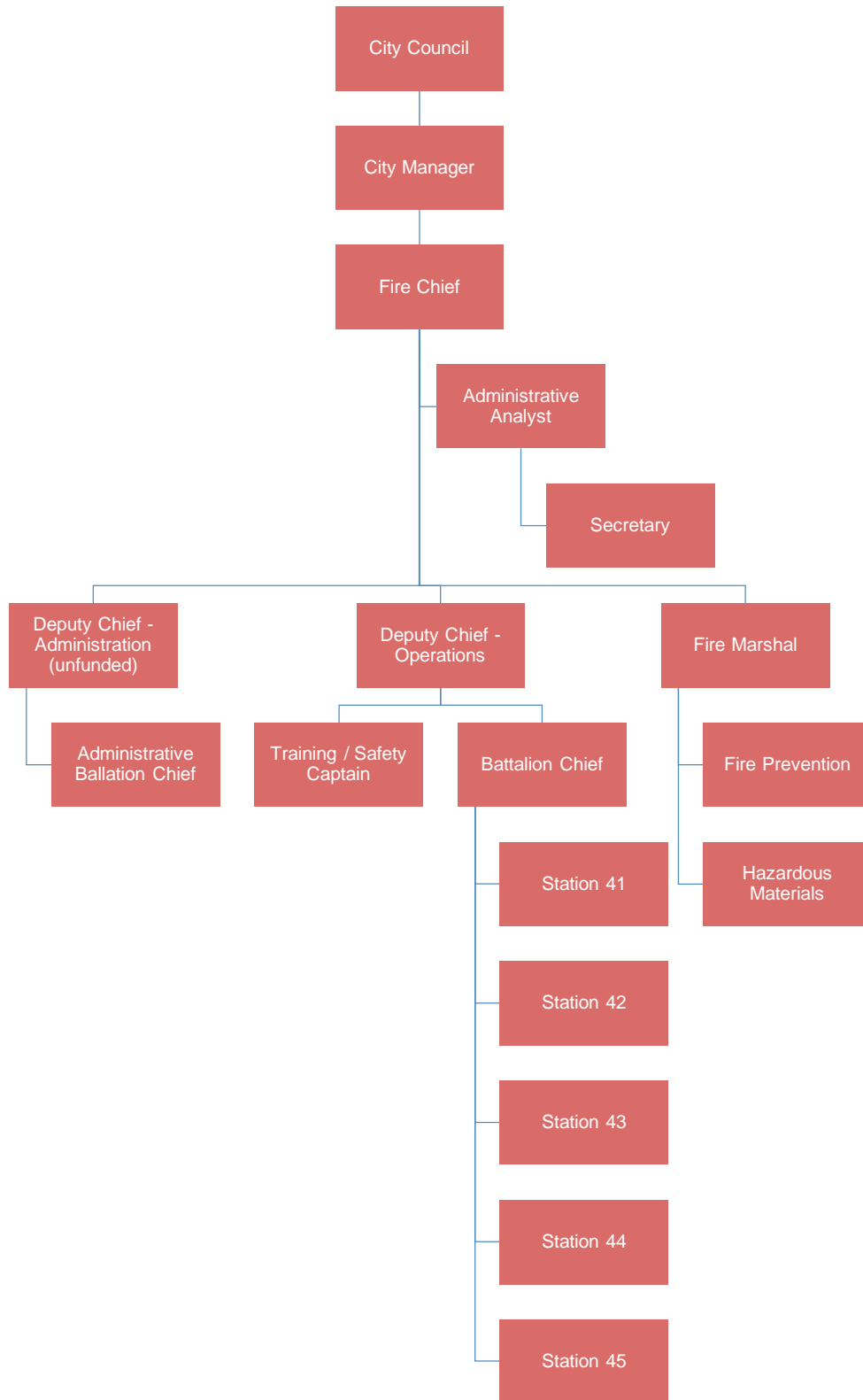
## 3 Overview of the Current Service Environment

This chapter presents an organizational overview of the West Sacramento Fire Department and relevant community characteristics that impact current and future staff modeling. A more detailed descriptive profile of the Department, with specifics related to job positions, staffing levels, and unit functions are located in the appendix of this report. The overview is intended to provide a baseline description of the Department that provides an outline for finding, conclusions, and recommendations in subsequent chapters.

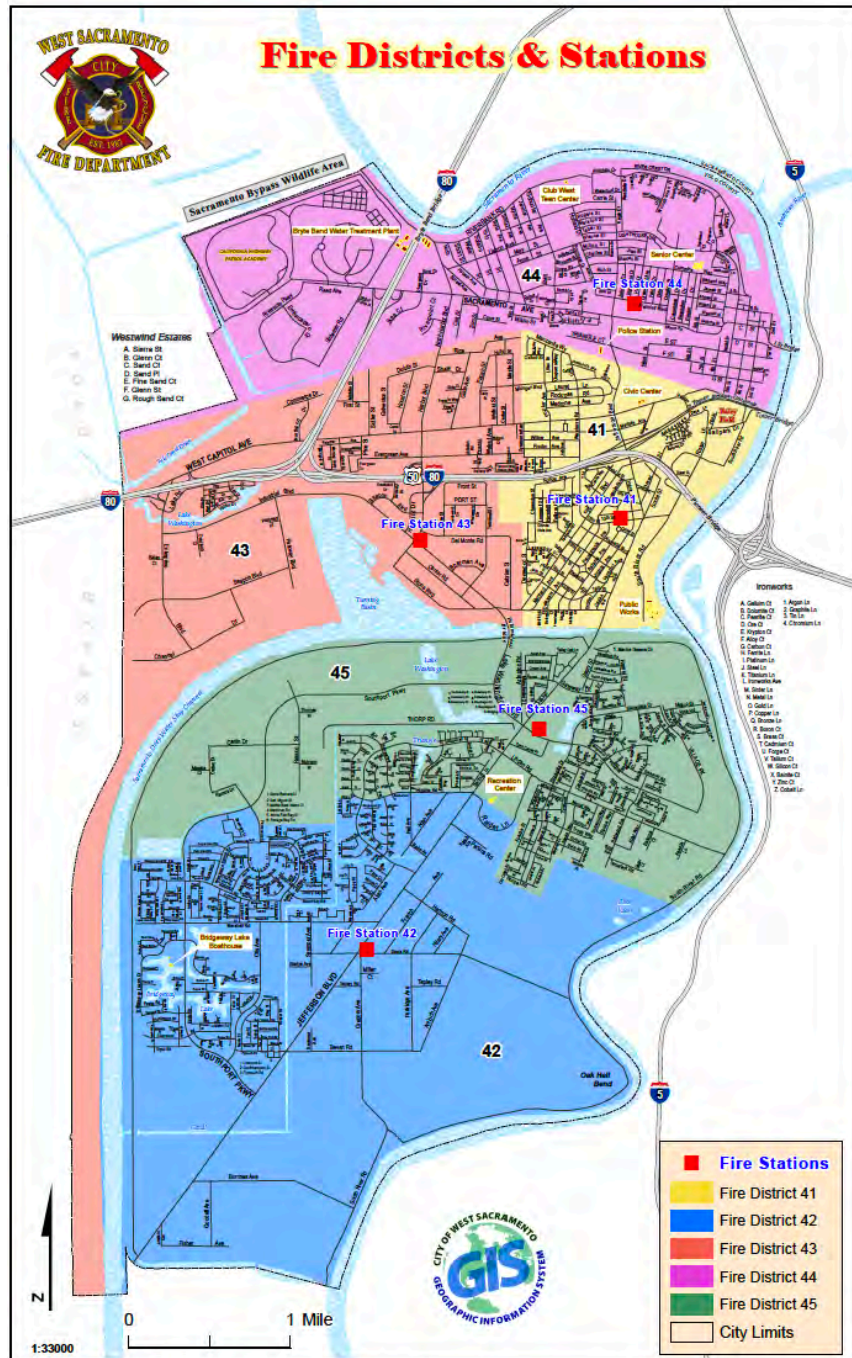
### 1. Key Organizational Characteristics

The organizational structure of the WSFD is shown in the following diagram.

### West Sacramento Fire Department Organizational Structure



The city of West Sacramento is broken into five fire response districts. Zones 41, 43 and 44 are in the north end of the City, zone 45 in the center of the city and zone 42 in the south. The following map provides the outline of these areas with shading corresponding to each zone.





## (1) Fire Department Calls for Service

The fire department responds to all types of calls in the community. The following table illustrates the calls by type with the total calls for the department for the past three years.

**2014 - 2016 Calls by Type**

Call Type	2014	2015	2016	Total
Accidental False Alarm	387	369	383	1,139
Emergency Medical	5,552	5,763	6,066	17,381
Good Intent Call	1,077	1,216	1,289	3,582
Hazardous Condition / Haz-Mat Call	108	117	128	353
Malicious False Alarm	14	15	23	52
Other Calls	6	10	6	22
Rescue Call	21	18	20	59
Service Call	771	939	1,013	2,723
Structure Fires	78	90	100	268
Vegetation/Trash Fires	189	300	278	767
Vehicle Fires	29	30	34	93
<b>Total</b>	<b>8,232</b>	<b>8,867</b>	<b>9,340</b>	<b>26,439</b>

For the three-year period 2014 - 2016, the department has experienced a 13% increase in calls for service with the greatest increase in emergency medical call responses.

## (2) Calls for Service Metrics

The table below shows calls for service totals by month, showing seasonal variation as a percentage difference from the quarterly average:

**Calls for Service by Month – 2014 - 2016**

<b>Month</b>	<b># of CFS</b>	<b>Seasonal +/-<sup>1</sup></b>
<b>Jan</b>	2,201	-1.2%
<b>Feb</b>	1,933	
<b>Mar</b>	2,166	
<b>Apr</b>	2,090	+0.5%
<b>May</b>	2,317	
<b>Jun</b>	2,326	
<b>Jul</b>	2,398	+1.4%
<b>Aug</b>	2,327	
<b>Sep</b>	2,243	
<b>Oct</b>	2,220	-0.6%
<b>Nov</b>	2,045	
<b>Dec</b>	2,173	
<b>Total</b>	<b>26,439</b>	

As illustrated above, the WSFD's seasonal changes are very minimal. There is minimal seasonal increases in call volume in the months of July – September with calls increasing 1.4% above the average and an equivalent decrease in January – March with calls decreasing 1.2% below the average.

The table below illustrates the 2014 - 2016 calls for service from a time of day and day of the week point of view.

<sup>1</sup> The column **Seasonal +/-** represents the percentage variation that each quarterly total differs from the average.

**Calls for Service by Hour and Weekday**

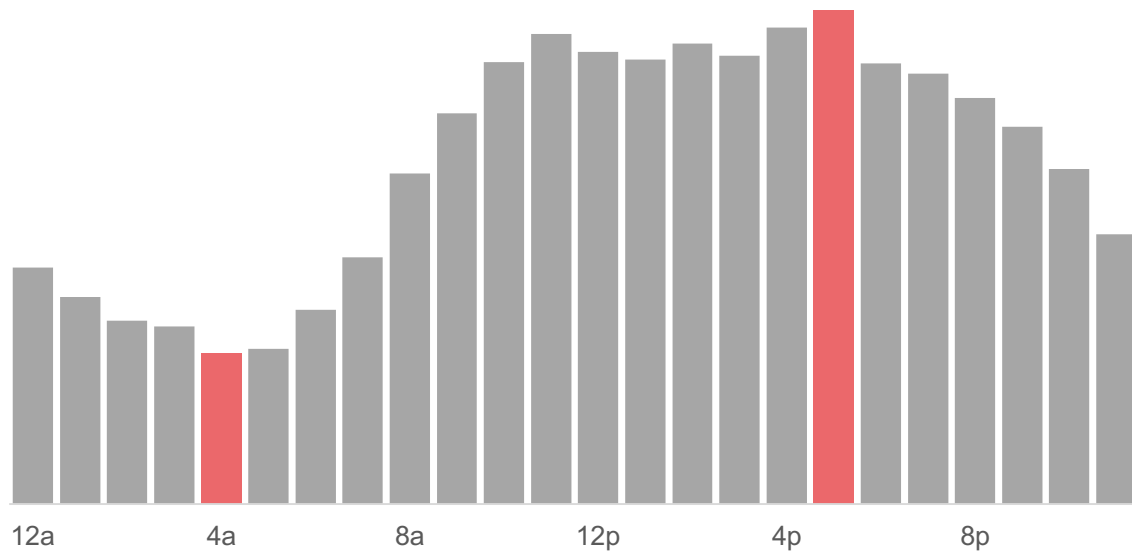
Hour	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
<b>12 am</b>	109	112	89	108	115	104	123	760
1 am	124	101	72	83	89	89	109	667
2 am	93	82	78	85	79	75	98	590
3 am	114	76	61	77	61	72	111	572
<b>4 am</b>	64	52	61	89	50	92	78	486
5 am	78	76	83	64	67	72	60	500
6 am	62	85	90	101	93	112	83	626
7 am	80	125	120	124	124	134	87	794
<b>8 am</b>	123	195	153	171	162	138	121	1,063
9 am	137	207	183	177	200	208	145	1,257
10 am	166	230	195	208	220	228	174	1,421
11 am	173	219	230	210	250	221	209	1,512
<b>12 pm</b>	185	225	184	215	227	232	187	1,455
1 pm	181	198	205	216	212	210	207	1,429
2 pm	189	228	236	217	210	210	190	1,480
3 pm	182	221	216	203	199	226	194	1,441
<b>4 pm</b>	185	227	228	227	228	241	197	1,533
5 pm	183	249	253	238	215	249	200	1,587
6 pm	221	212	184	213	174	220	194	1,418
7 pm	189	180	192	238	183	195	207	1,384
<b>8 pm</b>	176	192	184	188	179	192	194	1,305
9 pm	188	177	177	162	164	166	180	1,214
10 pm	150	154	147	134	157	161	175	1,078
11 pm	110	131	124	122	111	127	142	867
<b>Total</b>	3,462	3,954	3,745	3,870	3,769	3,974	3,665	26,439

The department responded to 26,439 calls for service over the last three years.

The workloads varied by time of day and day of week. Most notably, the call volume is heaviest during the afternoon and predominately during the week peaking at the 5 pm hour.

The following chart provides a different perspective of the call volume by hour of the day.

## 2014 - 2016 Calls for Service Volume by Hour



Beginning at about the 9 am hour the call volume begins to increase significantly to the 11 am hour and plateaus through to the 5 pm hour. The least busy time is the 4 am hour.

### (3) Non-Emergency Services Provided by the West Sacramento Fire Department

The Administration Division is responsible for the overall command and control of the WSFD, this includes budgeting, service analysis, strategic planning and disaster preparedness. The Fire Marshal's Office provides the Community Risk Reduction functions for the department. These services include the hazardous materials program, fire investigations, volunteer program, public education, and fire inspection programs.

In summary, the three divisions noted provide a broad array of emergency response and other services to the City of West Sacramento. As the city transforms in the future, the organizational structure and staffing levels within WSFD will be impacted. The

following section discusses some of the variables that will ultimately impact WSFD staffing levels.

## 2. Key Community Characteristics

The sections below discuss recent trends in population within West Sacramento.

### (1) Population Growth

The following table displays population trends in West Sacramento from 2011 to 2015, using estimates from the US Census Bureau:

**West Sacramento Population Growth (2010 – 2014)**

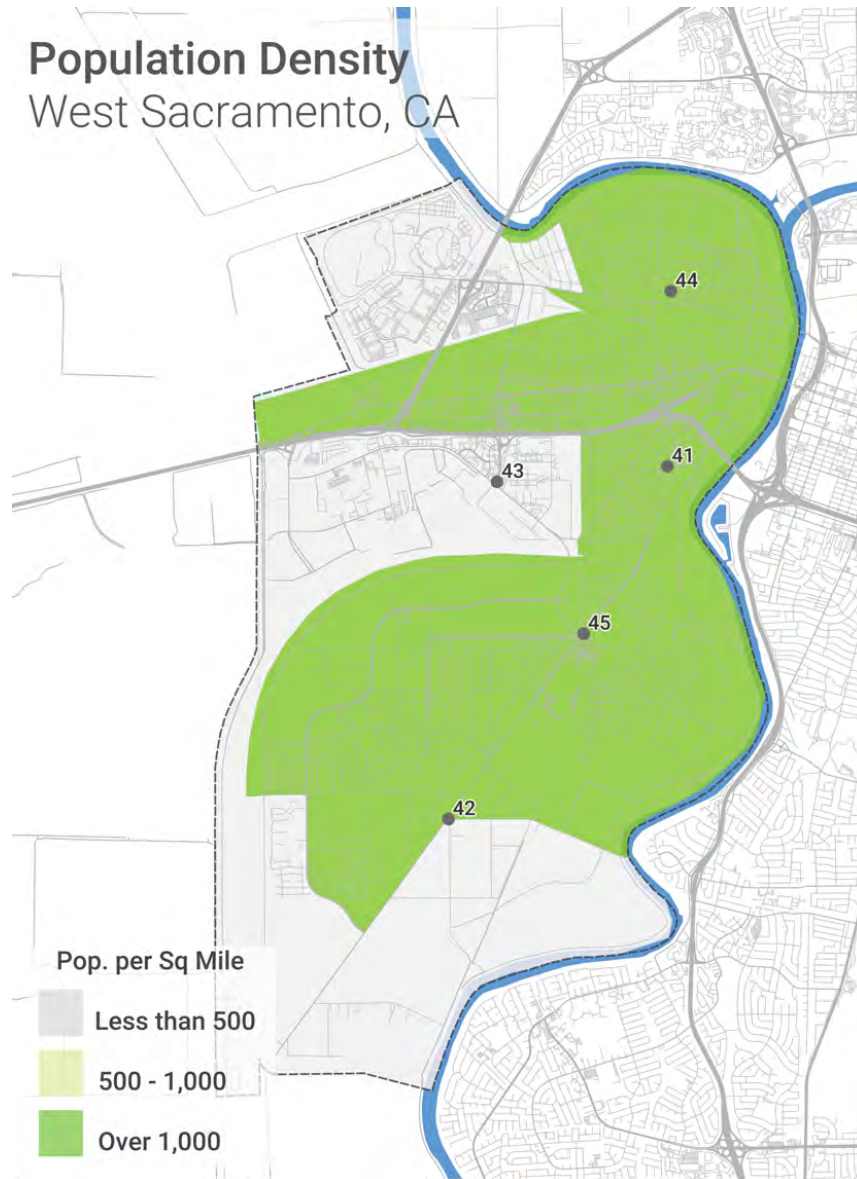
Year	Total Pop.	# Added
2011	49,317	
2012	49,500	+183
2013	49,751	+251
2014	50,152	+401
2015	52,622	+2,470
5YR Growth	6.7%	
3YR Avg. Change	2.1%	

At a five-year overall growth rate of 6.7%, approximately 3,305 residents have been added over the five-year period – which is a substantial pace for a city the size of West Sacramento. Much of this growth has occurred in new developments, such as the South Port area, rather than higher-density redevelopments in existing areas. This is an important consideration regarding the effects of potential growth on public safety service needs.

**(2) Regional Considerations**

The experience of rapid growth in recent years has been shared by the surrounding region, which as a whole is also forecasted to continue to expand significantly over the next two decades.

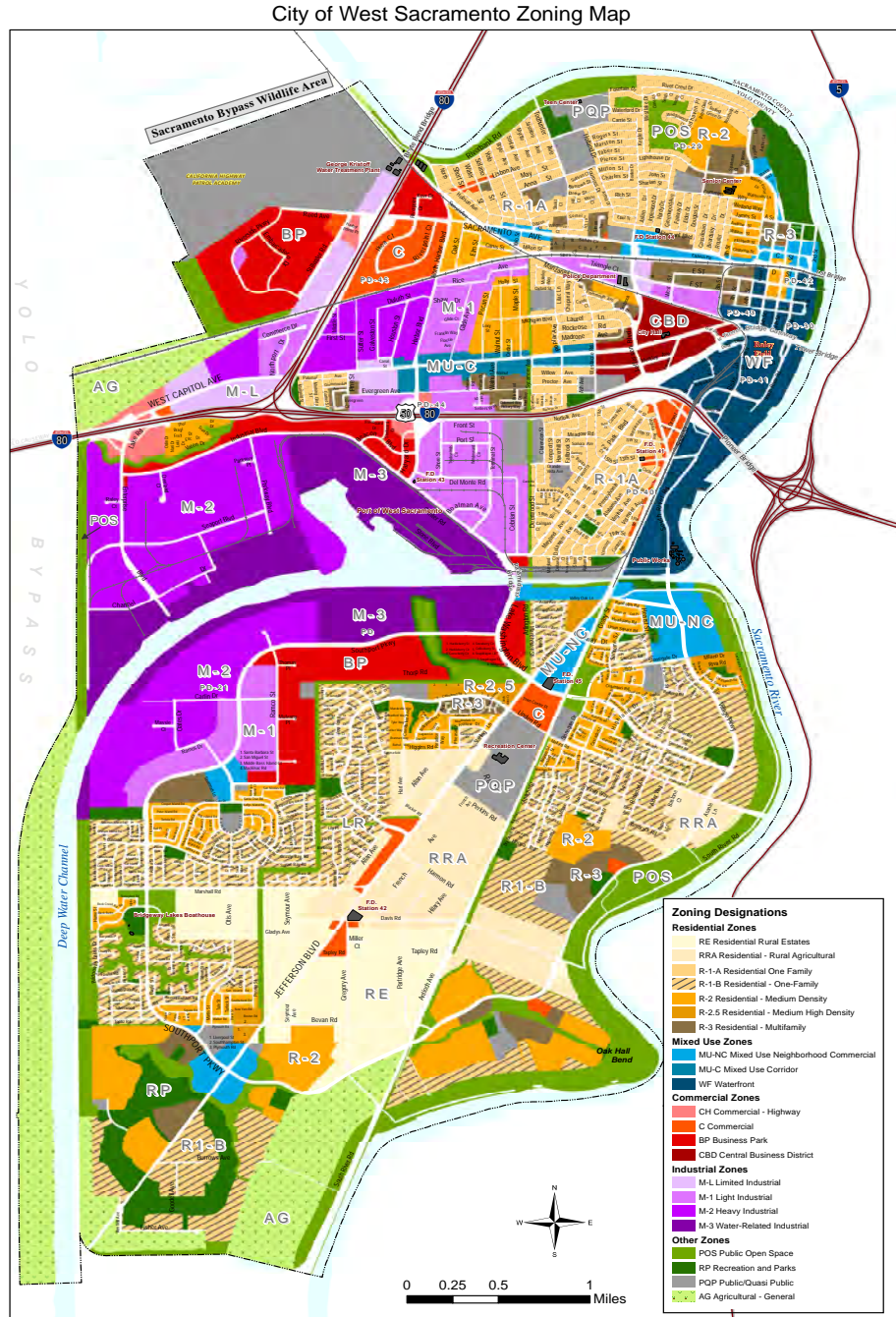
West Sacramento, which is in somewhat of a unique position geographically, retains significant amounts of undeveloped land in the southwestern third of its boundaries. While West Sacramento immediately borders urban-density areas to the east, and to a lesser extent in the north as well, population is more sparsely populated to the south and west. These factors are evident in the map below, which shades areas according to population density.



The lack of shading within the southwestern portion of the map above reflects the undeveloped areas within this part of the city with potential for further growth. Plans for new development and re-development must be accounted for. The northwest portion is an industrial area with higher risk occupancies and while low in population density it does have high risk occupancies and significant daytime workforce considerations for the department to consider in response deployment.



City zoning maps are good indicators of future growth of a city as they are, by intent, designed to encourage or restrict certain types of development within a particular area. The following is the 2016 West Sacramento zoning map of the city.



According to interviews with senior City staff, review of the zoning map and the

City of West Sacramento General Plan, there are several completed and planned projects that will influence fire rescue needs in the future.

Particularly with the development of Raley Field (River Cats Stadium hosting the AAA baseball team), and re-development of the Riverwalk area, the city has become a regionalized commercial and entertainment hub which attracts a number of visitors from the surrounding area. The continued development of these areas, with the addition of a 12,000-seat amphitheater near Raley Field, the introduction of boutique style hotels, higher density housing, light rail to service the area, and the addition of a multi-use trail system along the abandoned rail line (which spans from the Riverwalk district to the Southport region) will cause an increase in service demands for the WSFD, particularly in EMS incidents, which leads to Department to consider non-traditional deployment options such as the use of quick response EMS vehicles.

Conversely, the continued planned growth of the Southport region is largely single family dwellings and light industrial which are most effectively served via traditional deployment plans. Additionally, the planned construction of a new bridge over the deep-water channel on Enterprise Boulevard will provide an additional access point to the Southport region, further encouraging the growth and use of that area of the city. This will also impact the WSFD, particularly in vehicle-related incidents.

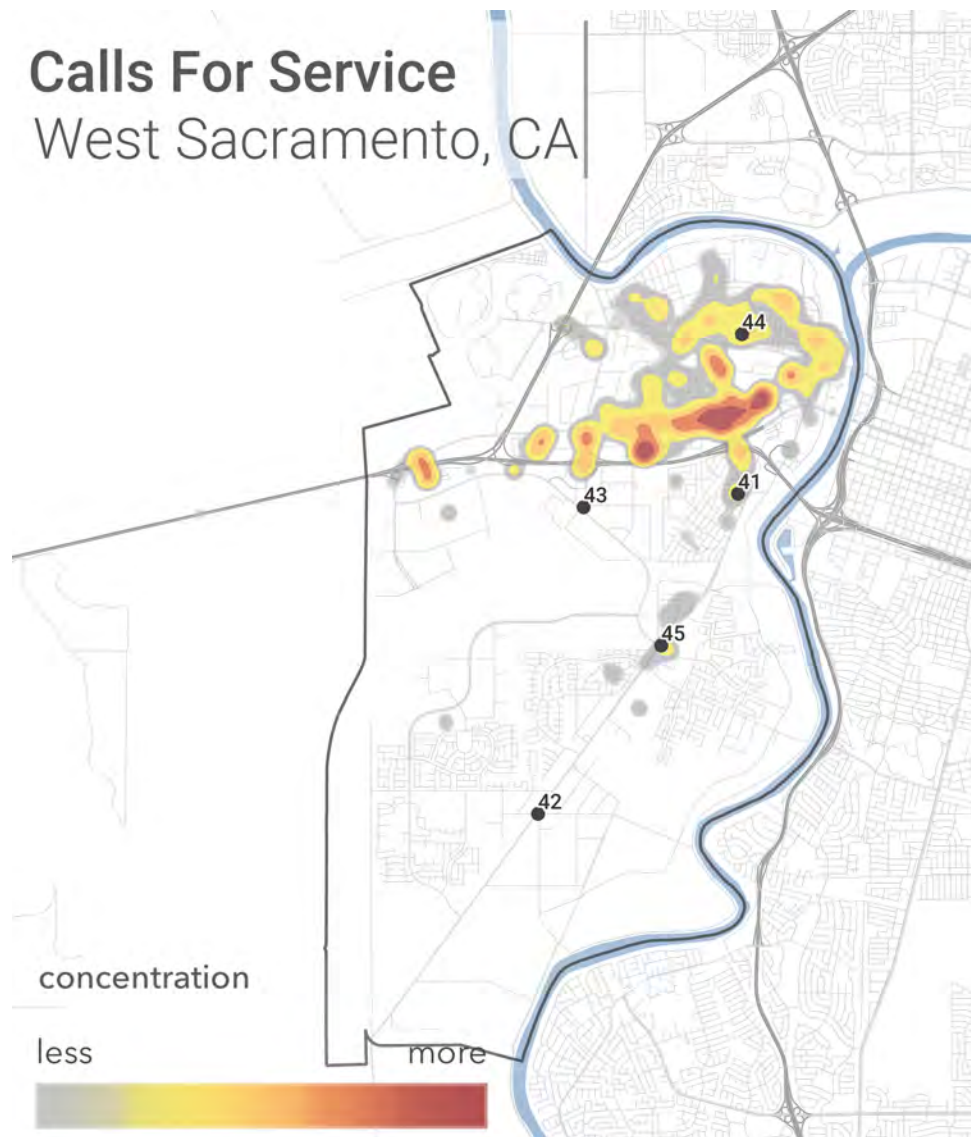
In effect, the various future planning elements discussed herein will influence the staffing and deployment options discussed in the following chapters.

## 4 Analysis of the Fire Department Operations

This chapter presents the projects team's analysis of current service levels provided by the West Sacramento Fire Department.

### (1) Geographic Call Demand

The map below illustrates the calls using GIS technology to outline where many of the calls are occurring. As illustrated, the calls are concentrated in the quadrant created between Stations 41, 43 and 44.



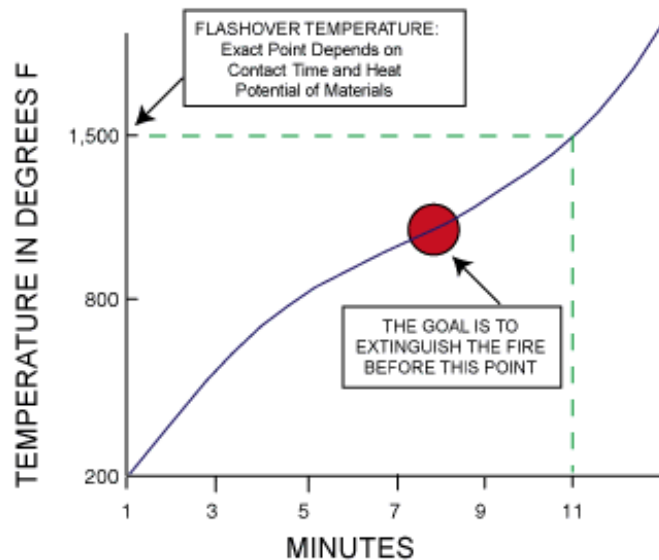
**(2) Service Level Definition within the Fire Service**

Nationwide, a great deal of effort and research has been put into developing performance objectives for the delivery of fire and EMS services. This effort is critical for agencies making decisions about deployment and location of emergency resources. The objectives promoted for fire/rescue and EMS have their basis derived from research that has been conducted in these two critical issues:

- What is the critical point in a fire's "life" for gaining control of the blaze while minimizing the impact on the structure of origin and on those structures around it?
- What is the impact of the passage of time on survivability for victims of cardiac arrest?

The chart that follows, shows a typical "flashover" curve for interior structure fires. The point in time represented by the occurrence of "flashover" is critical because it defines when all of the contents of a room become involved in the fire. This is also the point at which a fire typically shifts from "room and contents" to a "structure" fire – involving a wider area of the building and posing a potential risk to the structures surrounding the original location of the fire.

## Generalized Flashover Curve



Note that this illustration depicts a fire from the moment of inception – not from the moment that a fire is detected or reported. This demonstrates the importance of early detection and fast reporting as well as rapid dispatch of responding units. This also shows the critical need for a rapid (and sufficiently staffed) initial response – by quickly initiating the attack on a fire, “flashover” can be averted. The points below describe the major changes that occur at a fire when “flashover” occurs:

- It is the end of time for effective search and rescue in a room involved in the fire. It means the likely death of any person trapped in the room – either civilian or firefighter.
- After this point in a fire is reached, portable extinguishers can no longer have a successful impact on controlling the blaze. Only larger hand-lines will have enough water supply to affect a fire after this point.
- The fire has reached the end of the “growth” phase and has entered the fully developed phase. During this phase, every combustible object is subject to the full impact of the fire.
- This also signals the changeover from “contents” to “structure” fire. This is also the beginning of collapse danger for the structure. Structural collapse begins to become a major risk at this point and reaches the highest point during the decay

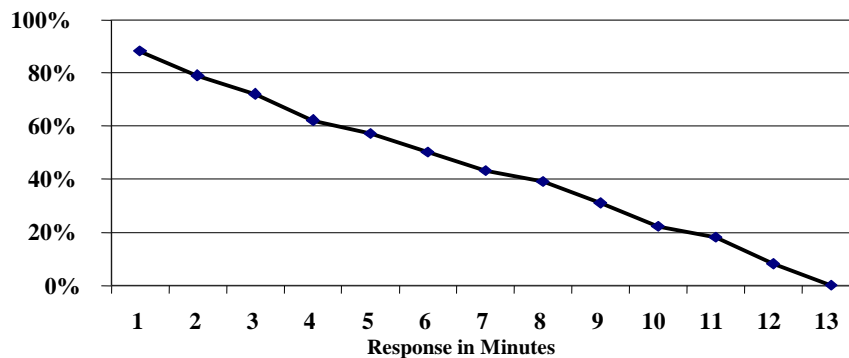
stage of the fire (after the fire has been extinguished).

It should be noted that not every fire will reach flashover – and that not every fire will “wait” for the 8-minute mark to reach flashover. A quickly responding fire crew can do things to prevent or delay the occurrence of flashover. These options include:

- Application of portable extinguisher or other “fast attack” methodology.
- Venting the room to allow hot gases to escape before they can cause the ignition of other materials in the room.
- Not venting a room – under some circumstances this will actually stifle a fire and prevent flashover from occurring.

Each of these techniques requires the rapid response of appropriately trained fire suppression resources that can safely initiate these actions. In the absence of automatic fire suppression systems, access to interior fires can again be limited by a safety requirement related to staffing levels. OSHA and related industry standards require the presence of at least two-firefighters on the exterior of a building before entry can be made into a structure in which the environment has been contaminated by a fire. In the absence of a threat to life demanding immediate rescue, interior fire suppression operations are limited to the extent a fire service delivery system can staff, to assuring a minimum of 4-people actively involved in firefighting operations. The second issue to consider is the delivery of emergency medical services. One of the primary factors in the design of emergency medical systems is the ability to deliver basic CPR and defibrillation to victims of cardiac arrest. The graph below, demonstrates the survivability of cardiac patients as related to time from onset:

### % Survival Rate



This graph illustrates that the chances of survival of cardiac arrest diminish approximately 10% for each minute that passes before the initiation of CPR and/or defibrillation. These dynamics are the result of extensive studies of the survivability of patients suffering from cardiac arrest. While the demand for services in EMS is wide ranging, the survival rates for full-arrests are often utilized as benchmarks for response time standards as they are more readily evaluated because of the ease in defining patient outcomes (a patient either survives or does not). This research results in the recommended objective of provision of basic life support within 4-minutes of notification and the provision of advanced life support within 8 minutes of notification. Considering the response time continuum, the response time goal for emergency services is to provide BLS within 6 minutes of the onset of the incident (including detection, dispatch and travel time) and ALS within 10 minutes. This is often used as the foundation for a two-tier system where fire resources function as first responders with additional (ALS) assistance provided by responding ambulance units and personnel.

Additionally, recent research is beginning to show the impact and efficacy of rapid deployment of automatic defibrillators to cardiac arrests. This research – conducted in



King County (WA), Houston (TX) and as part of the OPALS study in Ontario, Canada – shows that the AED can be the largest single contributor to the successful outcome of a cardiac arrest – particularly when accompanied by early delivery of CPR. It is also important to note that these medical research efforts have been focused on a small fraction of the emergency responses handled by typical EMS systems – non-cardiac events make up the large majority of EMS and total system responses and this research does not attempt to address the need for such rapid (and expensive) intervention on these events.

The results of these research efforts have been utilized by communities and first responders, often on their own with no single reference, to develop local response time and other performance objectives. However, there are now three major sources of information to which responders and local policymakers can refer when determining the most appropriate response objectives for their community:

- The Insurance Services Office (ISO) provides basic information regarding distances between fire stations. However, this “objective” does little to recognize the unique nature of every community’s road network, population, calls for service, call density, etc.
- The National Fire Protection Association (NFPA) promulgated a document entitled: “NFPA 1710: Objective for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments.” This document (NFPA 1710) was published in 2001 and generated a great deal of dialogue and debate – which is still ongoing.
- The Commission on Fire Accreditation International (CFAI) in its “Objectives of Coverage” manual places the responsibility for identifying “appropriate” response objectives on the locality. These objectives should be developed following a comprehensive exercise in which the risks and hazards in the community are compared to the likelihood of their occurrence.

While each of these efforts provides a reference point for communities to follow, only NFPA 1710 offers any specificity. It is important to note that the performance

objectives (in terms of response times) provided in the NFPA 1710 document are derived from the basic research previously described. These include the following (all are taken from section 4.1.2.1.1 of NFPA 1710):

- One minute (60 seconds) for the processing of an incoming emergency phone call, including the completion of the dispatching of fire response units.
- “One minute twenty seconds (80 seconds) for turnout time.” This is also called reflex time, reaction time, “out-the-chute” time, etc. This is the time that elapses between dispatch and when the units are actively responding.
- “Four minutes (240 seconds) or less for the arrival of the first arriving engine company at a fire suppression incident and / or 8 minutes (480 seconds) or less for the deployment of a full first-alarm assignment at a fire suppression incident.”
- “Four minutes (240 seconds) or less for the arrival of a unit with first responder or higher-level capability at an emergency medical incident.”
- “Eight minutes (480 seconds) or less for the arrival of an advanced life support unit at an emergency medical incident, where this service is provided by the fire department.”
- In section 4.1.2.1.2, NFPA 1710 goes on to state: “The fire department shall establish a performance objective of not less than 90 percent for the achievement of each response time objective specified in 4.1.2.1.1”

It is important to note the “and / or” found in the initial response objective statement.

This indicates that a system would meet the intent of the standard if it can reasonably plan to deliver either the single unit, 4-minute travel time standard, the first alarm, 8-minute travel time standard, or both. It should also be noted that it is implied that the total time allotted is additive with each successive event. For example, a system which arrived on-scene in 6-minutes or less 90% of the time (from time of dispatch) would be in compliance – even if the turnout time was longer than a minute (though that should clearly be improved).

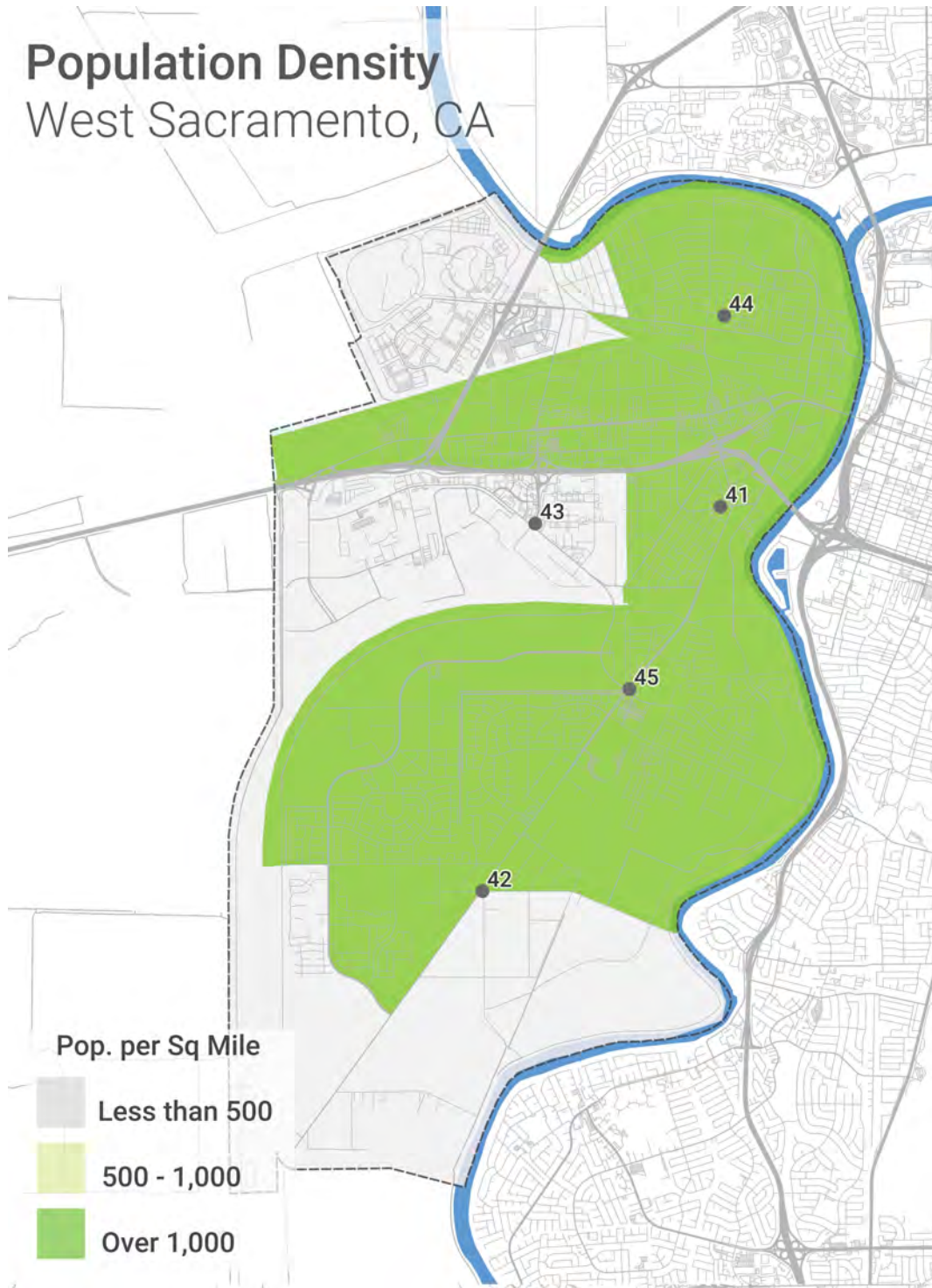
It is also critical to note that these time objectives apply to emergency calls for

service – there is nothing in NFPA 1710 (nor in any other objective) that suggests that communities cannot establish a differential response to calls for service determined to be non-emergency in nature. A second element of the NFPA 1710 performance objectives addresses unit and total response staffing. These objectives are described in NFPA 1710 as follows:

- Engine and truck companies should be staffed with a minimum of four personnel (sections 5.2.2.1.1 and 5.2.2.2).
- Section A.3.3.8 defines a company as either a single unit or multiple units, which operate together once they arrive on the fire ground.
- A total initial response is defined (in section 5.2.3.2.2) as having a total of 15 people (if an aerial is utilized) for 90% of calls. This is broken down as follows:
  - One (1) incident commander.
  - One (1) on the primary supply line and hydrant.
  - Four (4) to handle the primary and backup attack lines.
  - Two (2) operating in support of the attack lines, performing forcible entry.
  - Two (2) assigned to victim search and rescue.
  - Two (2) assigned to ventilation.
  - One (1) assigned to operate the aerial device.
  - Two (2) to establish an initial rapid intervention team.
- If an incident is determined to require additional resources, the fire department should have as an objective the ability to respond with:
  - - Additional units as needed (through its own resources or via automatic and mutual aid).
    - Assignment of two (2) additional personnel to the rapid intervention team.
    - Assignment of one (1) as an incident safety officer.

It is interesting to note that the four-person companies discussed in some areas of NFPA 1710 are not maintained in the description of primary tasks to be accomplished on the fire ground – recognition that the requirements of the response in the field are dynamic and do not fit neatly into size and shape of any particular response configuration. These objectives apply to the initial and follow-up response for reported structure fires. The document does not suggest that this response be mounted for all incidents.

The Center for Public Safety Excellence (CPSE) uses a population and density component to determine what the performance of the fire department should be to meet best practices and does not require a set number of personnel per piece of apparatus, but rather that an effective response force can be delivered to an emergency scene in a timely manner.



For the purposes of CPSE, West Sacramento would be considered urban (> 1,000 per square mile) fire department in some areas and rural (< 500 per sq. mile) in some areas. The northwest section of the City is highly industrialized and does not have a

residential population, but should be treated as urban from a response performance time perspective. The area south of Interstate 80 is also highly industrialized and contains the shipping port and should also be considered urban. The area to the south is relatively undeveloped. The definitions for the criteria of each service area are defined in the table on the following page. CPSE also gives a community a range of acceptable performance standards from “Baseline”, minimally accepted performance to “Benchmark”, fully compliant with best practices. CPSE sets the following performance standards for urban, suburban and rural areas:

**Service Area / Population Density Response Travel Time Standards**

Urban: Population density of over 1,000 per square mile				
	1 <sup>st</sup> Unit	2 <sup>nd</sup> Unit	1 <sup>st</sup> Alarm Balance	Performance
<b>Benchmark</b>	4 minutes	8 minutes	8 minutes	90%
<b>Baseline</b>	5 minutes/12 seconds	10 minutes 24 seconds	10 minutes/24 seconds	90%
Suburban: Population density between 500 and 1,000 per square mile				
<b>Benchmark</b>	5 minutes	8 minutes	10 minutes	90%
<b>Baseline</b>	6 minutes/30 seconds	10 minutes/24 seconds	13 minutes	90%
Rural: Population density of less than 500 per square mile				
<b>Benchmark</b>	10 minutes	14 minutes	14 minutes	90%
<b>Baseline</b>	13 minutes	18 minutes/12 seconds	18 minutes/12 seconds	90%

As shown above, the utilization of performance measures based on population density will allow West Sacramento to evaluate when standards need to change as rural areas of the City develop and move into suburban or urban categories.

### (3) Critical Tasks Required at Emergency Scenes

There are several tasks, which must occur simultaneously to adequately combat different types of fires. The absence of adequate personnel to perform these tasks requires each task to be prioritized and completed in chronological order. These fire ground tasks include command, scene safety, search and rescue, water supply, fire

attack, pump operations, ventilation, back up, and rapid intervention.

An initial full alarm assignment should be able to provide personnel to accomplish the following tasks:

- Establish incident command outside of the hazard area. This will allow coordination and direction of the incoming emergency response personnel and apparatus. A minimum of one person should be dedicated to this task.
- Establish an uninterrupted water supply of at least 400 gallons per minute for 30 minutes. Once established the supply line can be maintained by the pump operator to ensure uninterrupted water supply. A minimum of one person is assigned to this task that can then assume support role.
- Establish an effective water flow rate of 300 gallons per minute. This will be supplied to a minimum of two hand lines each operating at a minimum flow of 150 gallons per minute. Each hand line must have two individuals assigned with one serving as the attack line and the other as a back-up line.
- Provision of one support person to handle the hydrant hookup, utility control, forcible entry, and assist in deploying fire hose lines.
- Establish a search and rescue team. Each team will consist of a minimum of two personnel.
- Establish a ventilation team. Each team will consist of a minimum of two personnel.
- Establish an initial rapid intervention team (RIT). Each RIT team shall consist of a minimum of two properly trained and equipped personnel.

Critical tasking will vary depending on the size and nature of the incident. The Center for Public Safety Excellence (CPSE) provides a suggestive list of tasks that need to be completed at a fire situation based on the risk. A similar list is provided within the NFPA 1710 document. The CPSE analysis, from the 8<sup>th</sup> edition, is summarized in the table below showing the minimum required personnel to mitigate the initial emergency response requirements by occupancy risk:



**Critical Tasks for the Effective and Efficient Control of Structural Fires**

Critical Task	Maximum Risk	High Risk	Moderate Risk	Low Risk
Attack Line	4	4	4	2
Search and Rescue	4	2	2	0
Ventilation	4	2	2	0
Backup Line	2	2	2	2
Rapid Intervention	2	2	0	0
Pump Operator	1	1	1	1
Water Supply	1*	1*	1*	1*
Support (Utilities)	1*	1*	1*	1*
Command	1	1	1	1
Safety Officer	1	1	1	1
Salvage/Overhaul	2	0	0**	0
Command Aid	1	1	0	0
Operations Chief	1	1	0	0
Logistics	1	0	0	0
Planning	1	0	0	0
Staging Officer	1	1	0	0
Rehabilitation	1	1	0	0
Division Supervisors	2	1	0	0
High-rise Evacuation	10	0	0	0
Stairwell Support	10	0	0	0
<b>Total Personnel</b>	<b>50-51</b>	<b>21-22</b>	<b>14-15</b>	<b>8-9</b>

\*Tasks can be performed by the same individual    \*\*Task can be performed by the attack crew

A task analysis for emergency medical calls analyzes three different types of calls or patient conditions. These three types of calls usually require the most effort on the part of the response team. Other calls or patient types can generally be handled with two or three personnel. Many times, especially in trauma calls, there are multiple patients. The table below outlines the tasks for handling these critical patients and the number of responders it may require for a successful outcome.

**Critical Tasks for Effective Patient Care**

Critical Task	Cardiac Arrest	Stroke	Multi-System Trauma
Patient Assessment	2 per patient	2 per patient	2 per patient
Airway Management/Intubation	2 per patient	2 per patient	2 per patient
Cardiac Defibrillation	1	N/A	N/A
CPR	1	N/A	N/A
EKG Monitoring	1	1	1
IV/Pharmacology	1	1	1
Splint/Bandage/Immobilization	N/A	N/A	1
Patient Lifting/Packaging	2 – 4	2 – 4	2 – 4
Medical Information Collection	1	1	1

It is incumbent upon the fire department to have a response plan in place to ensure a sufficient number of personnel are on scene to accomplish the stated critical tasks in a timely fashion. Structure fires are very labor-intensive incidents with any number of factors, such as weather, making the task that much more difficult. These risks are typically defined as a single-family home and smaller stores of less than 20,000 square feet in size. The City of West Sacramento does have several higher risk structures located throughout the City, especially in the industrial areas and developing downtown area.

The current assigned staffing of units and stations is illustrated in the following table.

**Department Staffing**

Station	Minimum Staffing
Station 41 Engine 41	3
Station 42 Engine 42	3
Station 43 Engine 43	3
Station 44 Engine 44	3
Station 45 Truck 45 Bat. 45	4 1

The assigned staffing levels as illustrated have a strength of 17 personnel on duty for a 24-hour shift. Additional staffing is available during normal working hours with administrative personnel.

Adding to the critical tasks and staffing issues is the OSHA requirement of two in – two out in 1910.134(g)(4). This regulation states that if entry into an Immediately Dangerous to Life and Health (IDLH) atmosphere is necessary, two firefighters must enter together and remain in contact with each other. In addition, there must be two firefighters located outside the IDLH atmosphere for potential rescue if needed. This is a mandatory requirement. The current staffing of the WSFD is such that it may require the arrival of additional companies to meet this standard.

**(4) Response Time Goals and Objectives**

The project team collected data from the Dispatch Center CAD records to evaluate current response time capabilities. As previously discussed, response time is comprised of several elements including: the time between awareness of an emergency incident and calling 9-1-1, the time between receipt of the call within emergency communications and dispatch of the first fire rescue unit, time between dispatch of the first unit and a unit stating they are “enroute” to the scene, the time between going “enroute” and arrival on scene by the first unit.

The project team evaluated WSFD on the following time intervals: dispatch processing time (call receipt to dispatch), “reflex” or “turnout” time (dispatch to enroute), drive time (enroute to on scene), and total fire rescue response time (dispatch to on-scene).

Call processing performance for the WSFD is shown in the following table.

**West Sacramento Fire Department**

System Performance							
Call Processing	Benchmark	2014		2015		2016	
		Performance	Gap	Performance	Gap	Performance	Gap
90th Percentile	1:00	1:02	0:02	1:03	0:03	1:00	0:00
Avg.:		0:38		0:38		0:35	

For the past three years the call processing has been just over the 90<sup>th</sup> percentile benchmark and consistent during the past three years.

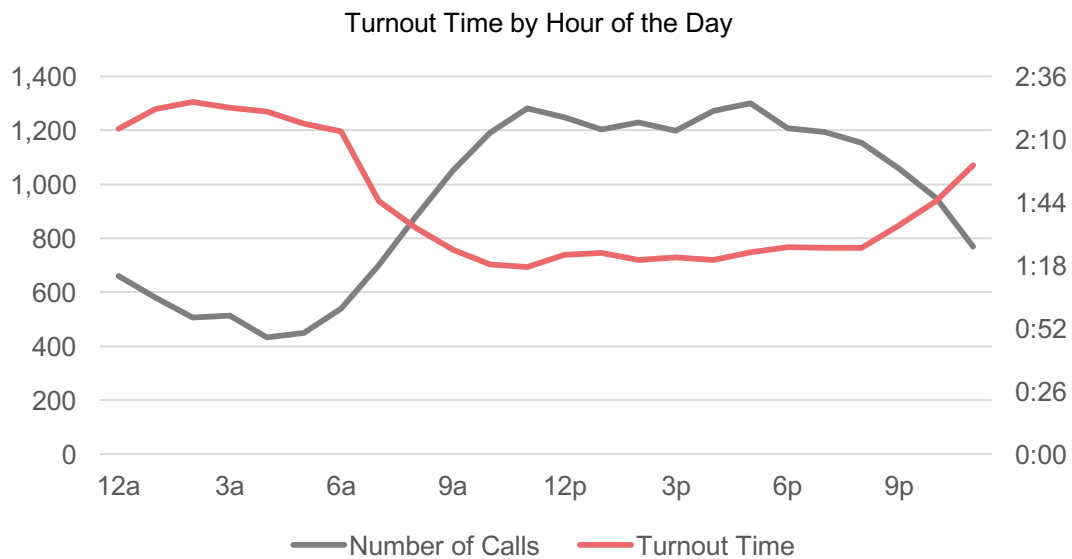
Turnout time performance for the WSFD is shown in the table below:

**West Sacramento Fire Department**

System Performance							
Turnout Time	Benchmark	2014		2015		2016	
		Performance	Gap	Performance	Gap	Performance	Gap
EMS Calls	60 sec.	1:46	0:46	1:45	0:45	1:47	0:47
	Avg.:	1:03		0:59		1:02	
Fire Related	1:20	1:47	0:27	1:50	0:30	1:53	0:33
	Avg.:	1:03		1:01		1:05	

For the past three years the turnout time has remained consistent at about one minute fifty seconds which is above the established benchmarks.

The following chart illustrates the turnout time and call volume by hour of the day. It is not unexpected the turnout time is longer during the overnight hours but during the daytime hours when the calls are the heaviest the turnout time is at its lowest.



The following tables illustrate the turnout time for each company for EMS calls and fire related calls:

**2014 - 2016 Turnout Time**

Unit Performance for Emergency Medical Calls							
Unit	Benchmark	2014		2015		2016	
		Performance	Gap	Performance	Gap	Performance	Gap
<b>Engine 41</b>	60 sec.	1:42	0:42	1:44	0:44	1:57	0:57
	Avg.:	1:02		0:58		1:06	
<b>Engine 42</b>	60 sec.	1:50	0:50	1:52	0:52	1:53	0:53
	Avg.:	1:12		1:09		1:09	
<b>Engine 43</b>	60 sec.	1:28	0:28	1:40	0:40	1:37	0:37
	Avg.:	0:56		0:58		1:03	
<b>Engine 44</b>	60 sec.	1:46	0:46	1:44	0:44	1:44	0:44
	Avg.:	1:04		0:58		1:01	
<b>Truck 45</b>	60 sec.	1:58	0:58	1:54	0:54	1:48	0:48
	Avg.:	1:05		1:02		1:00	

**2014 - 2016 Turnout Time**

Unit Performance for Fire Related Calls							
Unit	Benchmark	2014		2015		2016	
		Performance	Gap	Performance	Gap	Performance	Gap
<b>Engine 41</b>	1:20	1:42	0:22	1:44	0:24	2:01	0:41
	Avg.:	1:05		1:00		1:12	
<b>Engine 42</b>	1:20	1:54	0:34	2:00	0:40	1:58	0:38
	Avg.:	1:19		1:09		1:10	
<b>Engine 43</b>	1:20	1:44	0:24	1:56	0:36	1:47	0:27
	Avg.:	1:03		1:04		1:03	
<b>Engine 44</b>	1:20	1:51	0:31	1:48	0:28	1:44	0:24
	Avg.:	1:11		1:01		1:01	
<b>Truck 45</b>	1:20	1:59	0:39	1:56	0:36	1:54	0:34
	Avg.:	1:10		1:05		1:10	

The turnout time for the three years is consistent at 1:40 to 1:50 whether it is an emergency medical call or a fire related call. As turnout time is a controllable factor, the WSFD should establish performance standards and actively monitor the performance of emergency response crews toward meeting those goals.

Travel time is the third performance component for the fire department to continuously analyze to ensure they are providing effective and efficient service to the community. This component has two segments, distribution and concentration.

Distribution is the measure of getting initial resources to an emergency to begin mitigation efforts. Concentration is the measure of getting an effective response force to the location in a timely manner to effectively mitigate the emergency.

Based on the US Census Bureau Data West Sacramento has an overall estimated population of 48,744 and density of approximately 2,464 residents per square mile. For purposes of this study and subsequent measurement and evaluation the travel time benchmark for the urban category is 4:00 minutes for the initial arriving unit. The table below illustrates the benchmark and baseline travel time for all calls for the initial arriving unit for the past three years.

**West Sacramento Fire Department**

System Performance							
Travel Time	Urban Area	2014		2015		2016	
		Performance	Gap	Performance	Gap	Performance	Gap
Benchmark	4:00	5:23	1:23	5:40	1:40	5:50	1:50
Baseline	5:12		0:11		0:28		0:38
Average		3:26		3:31		3:40	

The data illustrates the travel time was over the benchmark by about 1:30 and slightly over recommended baseline times. The next table illustrates the travel time for each fire department company in the same manner as above only for 2016:

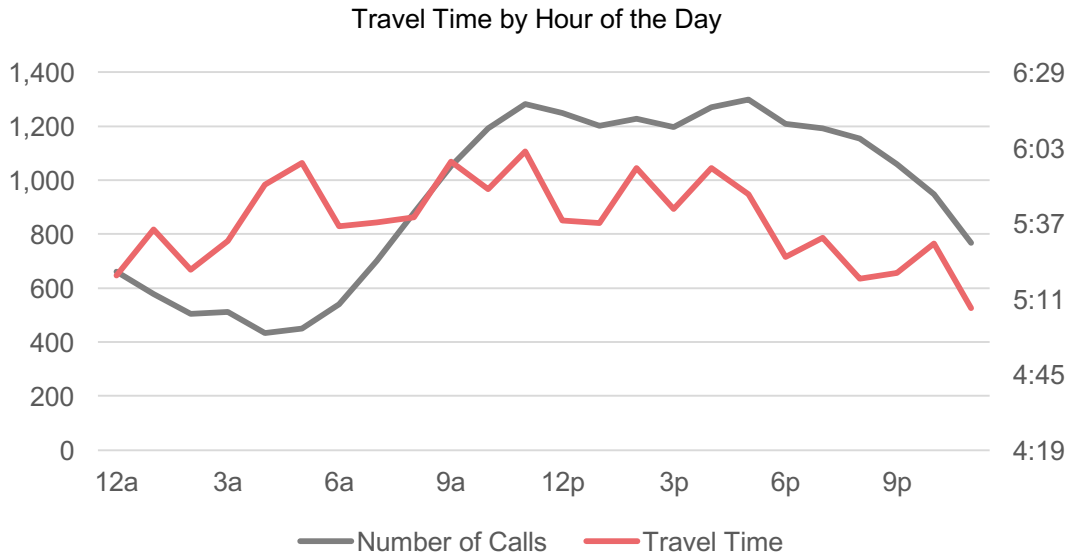


**2016 Travel Time**

Unit Performance				
Unit	Performance	Gap		Average
		Benchmark	Baseline	
Engine 41	5:12	1:12	0:00	3:26
Engine 42	6:56	2:56	1:44	6:04
Engine 43	6:25	2:25	1:13	4:18
Engine 44	5:23	1:23	0:11	3:28
Truck 45	6:52	2:52	1:40	4:00

Three of the five units are exceeding the established baseline travel time with the other two meeting or within seconds of meeting the baseline performance standard. None of the five units are meeting the benchmark although two units are just over a minute from meeting the benchmark. This demonstrates the current fire station network provides appropriate coverage for the first arriving unit when measured against baseline performance standards. It also illustrates why it would benefit the WSFD to implement travel time standards based on population density and risk area to ensure more densely populated areas and areas with higher risk have lower travel times than the rural areas of the City.

The following chart illustrates travel time and call volume by hour of the day. Travel time can vary by time of day with heavier traffic during rush hours slowing the response. Concurrent incidents can also impact travel time as units from other stations are required to respond to cover a call for the station already committed to an emergency event. The travel time is relatively even ranging from five minutes to six minutes. There is a spike at about the 5:00 am hour that is likely attributed to the beginning of the rush hour for the area. The travel time drops significantly after 6 pm.



The next segment of travel time involves the full first alarm assignment or what is also referred to as concentration. The response to structure fires was used to provide the analysis of this segment. The table below illustrates both distribution and concentration for responses to structure fires from 2014 - 2016 based on travel time.

	Distribution		Concentration	
	Time	Percent Met	Time	Percent Met
Benchmark	4:00	88.3%	8:00	60.4%
Baseline	5:12	97.6%	10:24	76.7%

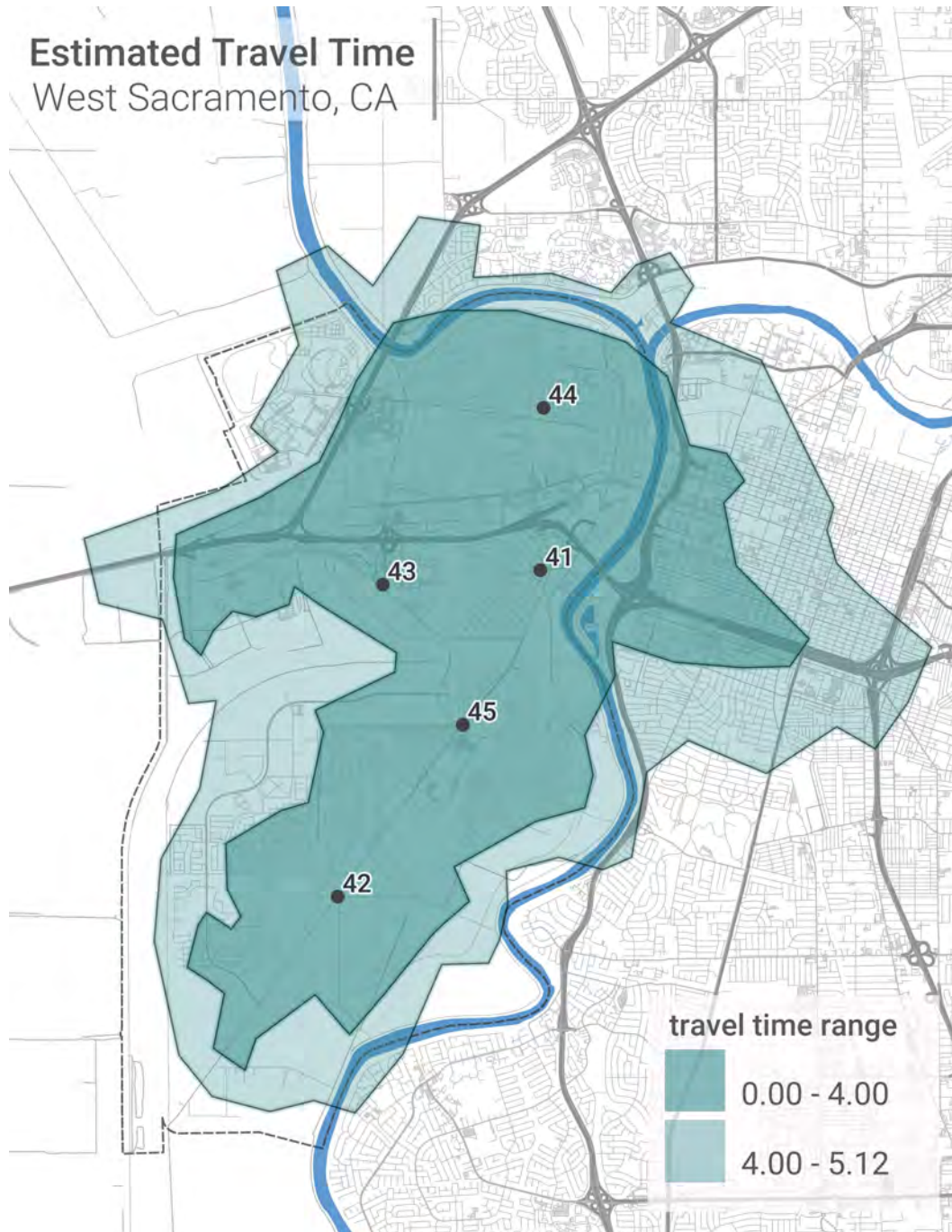
The information for the table was taken from the 2014 - 2016 CAD data supplied by the dispatch center. To be considered for inclusion the following conditions needed to be met:

- The incident must have 111 as the incident type.
- All the units dispatched must have an enroute time and an arrival time recorded. It was assumed if the unit did not arrive on scene that it was cancelled.
- A minimum of 14 personnel had to arrive on location.

Each Engine Company was counted with three personnel, the Truck Company with four personnel and the Battalion Chief was counted as one. Mutual aid companies were not used in the analysis as their travel times were unreliable due to long call processing and/or turnout times, which were likely tied to delays in requesting the resources.

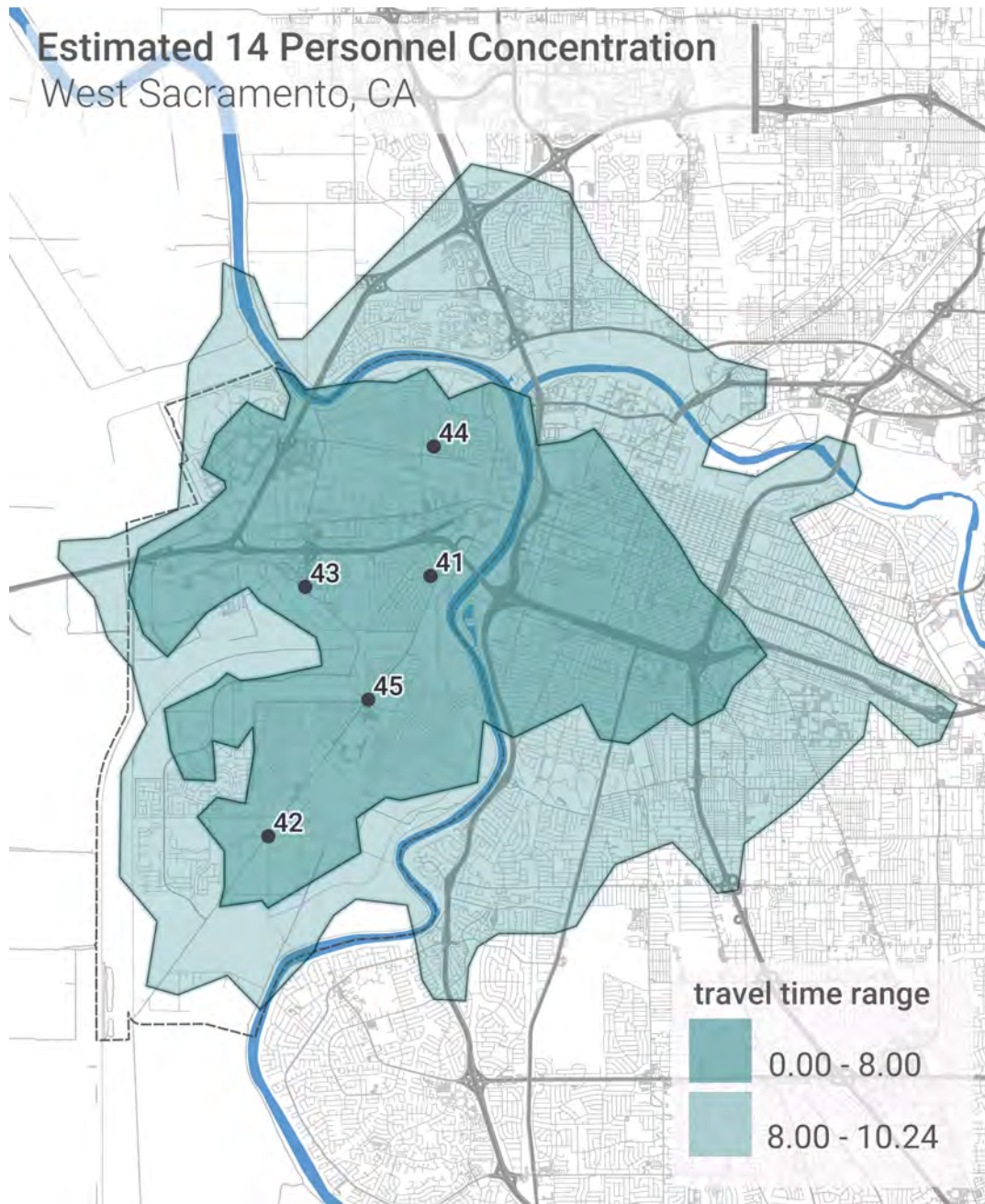
There were 71 incidents reviewed with 43 of those incidents meeting the criteria. For distribution, the benchmark was met 88% of the time while the baseline was met 97% of the time. For concentration, the benchmark was met 60% of the time with the baseline travel time being met 76% of the time. While the distribution of resources is good, the concentration is lacking in terms of having enough personnel arriving within the time frame needed.

In addition to the temporal analysis of response time, it is useful to examine the geographic distribution and concentration of resources. The first map illustrates the benchmark travel time of 4 minutes and the baseline of 5 minutes 12 seconds. In terms of travel time the western sections of the City are outside the benchmark time but are within the established baseline times. In the far southern sections of the City there are areas outside both established travel times as is the far northwest section. It is important to note that the southern areas of the City are considered rural and with a varied travel time performance standard adopted by the Department, they would be able to meet the longer travel time standard of a rural area.



The following map provides a view of the benchmark and baseline travel time coupled with the effective response force. A significant section of the City can have the effective response force of 14 firefighters within the benchmark travel time of 8 minutes.

The call density highlighted the area between Stations 41, 43 and 44 as the heaviest call volume. The area in the northwest is predominately industrial and has a lower residential population. The area to the far south is relatively undeveloped. As this area develops and becomes more densely populated the fire suppression resources will need to be adjusted.





**Recommendations:**

**The Fire Department should formally adopt service level objectives for travel time at the baseline standard.**

**Benchmark performance objectives of 60 second call processing time, 60 second turnout time for EMS calls and 80 second turnout time for fire related calls for 90% of the calls should be established.**

**Travel time objectives should be based on population density of the coverage area of the station for 90% of the calls at the baseline level for the population density or risk profile of the service area.**

**(5) Resource Deployment Contributing Factors**

The concept of distribution and concentration of resources are influenced by other contributing factors including unit hour utilization and concurrent calls for service. Unit hour utilization is calculated by taking the total hours the unit is committed to an incident divided by the total available hours. Expressed as a percentage, it identifies the amount of time the unit is committed but more importantly the amount of time the unit is available. Within the framework of the 90<sup>th</sup> percentile performance standards the amount of time available can have an impact in meeting that standard if utilization rates are too high and units are often unavailable for immediate response. The table below illustrates the unit hour utilization for the primary units of the department.

**Unit Hour Utilization**

Unit	2014			2015			2016		
	Hours Committed	Pct. Of Time	Avg.	Hours Committed	Pct. Of Time	Avg.	Hours Committed	Pct. Of Time	Avg.
Engine 41	483:08:00	5.5%	19:52	661:36:34	7.6%	18:35	663:21:02	7.6%	18:34
Engine 42	207:29:17	2.4%	27:00	285:38:54	3.3%	22:49	301:42:34	3.4%	21:38
Engine 43	450:40:54	5.1%	20:22	568:58:15	6.5%	19:32	746:11:45	8.5%	22:33
Engine 44	612:55:27	7.0%	20:20	770:27:36	8.8%	19:00	763:56:45	8.7%	18:41
Truck 45	368:00:57	4.2%	25:00	377:35:12	4.3%	23:27	378:24:58	4.3%	21:46

For the past two years the unit hour utilization has remained somewhat steady for each unit. The highest utilization is Engine 44 at 8.7% well below the 20% utilization threshold that can begin to impact meeting travel time performance standards.

Concurrent calls for service play a part in the fire protection system and the delivery of service. The table below illustrates the concurrent calls for service for the past three years.

**Concurrent Calls for Service**

	2014	2015	2016	Total	%
1	4,238	4,482	4,454	13,174	52.3%
2	2,264	2,503	2,758	7,525	29.9%
3	815	926	1,084	2,825	11.2%
4	362	360	494	1,216	4.8%
5	91	120	110	321	1.3%
6 +	30	39	52	121	0.5%
<b>Total</b>	<b>7,800</b>	<b>8,430</b>	<b>8,952</b>	<b>25,182</b>	<b>100%</b>

Over half the calls occurred as a single incident with approximately 82% of emergency calls occurring as a single or two simultaneous calls. With the number of calls



and stations, the incidence of concurrent calls is not a significant factor in the ability to effectively deliver emergency services.

The commitment of resources to a structure fire includes all five of the stations leaving services to the rest of the City dependent upon assistance from mutual aid companies.

## (6) Emergency Medical Services

Emergency medical transportation services in West Sacramento are provided by the Yolo County Ambulance Service with the WSFD providing support to the response to medical incidents. This is a typical response plan across many cities in the United States. The fire department resources are generally well spaced making a faster response to the residents of a community. As noted previously the critical tasks defined for certain medical emergencies range from 6 to 8 personnel depending on the emergency.

The concern for any fire department is the over use or stretching of resources with the medical calls in addition to the normal mission of community risk reduction and suppression for the department. For the past three years approximately 65% of the call volume has been medical calls. The table below compares the medical calls and fire related calls in terms of committed time to each.

**Unit Hour Utilization**

Unit	EMS Calls			Fire Related Calls		
	Hours Committed	Pct. Of Time	Avg. per Call	Hours Committed	Pct. Of Time	Avg. per Call
2014	1597:03:50	18.2%	18:22	1099:03:14	12.5%	26:33
2015	1616:52:34	18.5%	18:05	1055:38:25	12.1%	23:31
2016	1828:00:48	20.9%	19:16	1176:29:21	13.4%	24:21

Over the past three years the medical calls account for about 20% of the time spent on emergency response, while the fire related calls account for about 12%. On average units are spending 18 minutes per medical call. In the following table the concurrent medical calls are illustrated.

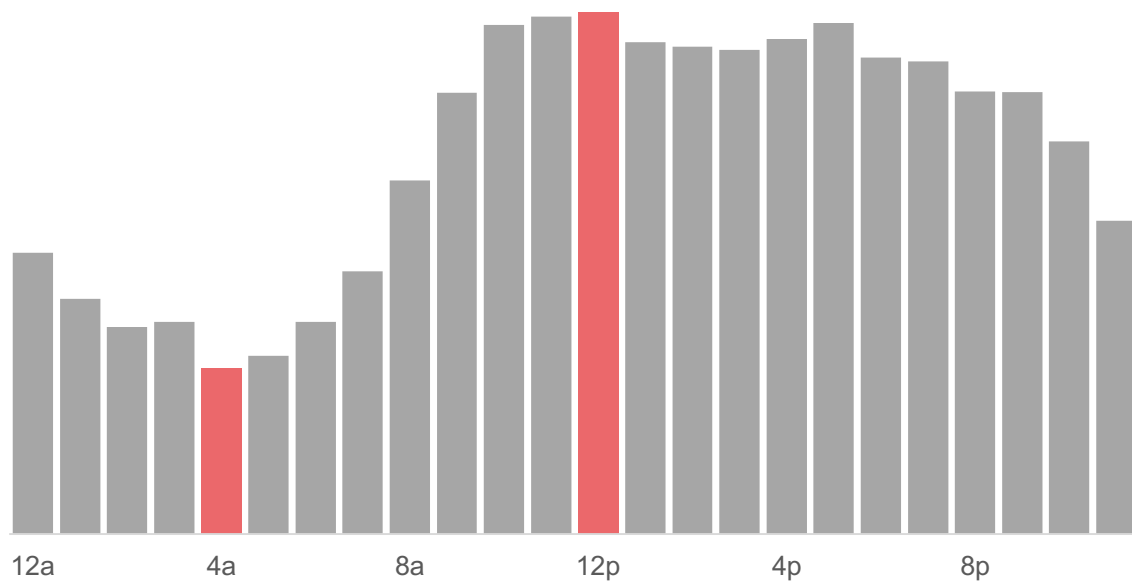
**EMS Concurrent Calls for Service**

	2014	2015	2016	Total	%
1	3,527	3,675	4,417	11,619	72.3%
2	1,346	1,421	896	3,663	22.8%
3	294	289	101	684	4.3%
4	42	43	10	95	0.6%
5	8	1	1	10	0.1%
6+	2	0	0	2	0%
<b>Total</b>	<b>5,219</b>	<b>5,429</b>	<b>5,425</b>	<b>16,071</b>	<b>100%</b>

For medical calls only, approximately 72% of the calls occur as single incidents while 95% of the time incidents occur as a single incident or two simultaneous incidents.

The following table provides the perspective of medical calls by hour of the day.

## 2014 - 2016 EMS Calls for Service Volume by Hour



The medical calls by hour of the day closely mimics the overall calls except the busiest time for medical calls is the noon hour followed closely by the five o'clock hour. Reviewing these three statistics provides some impetus to enhance the response capabilities of the fire department. Adding two two-person crews, one north and one south, for the specific purpose of responding to medical calls will enhance the response capabilities of the department.

- Based on the above table these crews would only be needed on a 12-hour shift beginning at 8 am on a Monday through Friday schedule.
- Using a smaller vehicle such as a small SUV the response time would be quicker than the larger apparatus.
- This will reduce the overall wear and tear on the larger apparatus and potentially delay and reduce replacement costs of larger fire apparatus.
- These crews could be used to enhance the overall capabilities of the department during the day through fire safety inspections, structural fire response to serve as the rapid entry team or rehab sector or other activities as long as they remain available for medical call response.

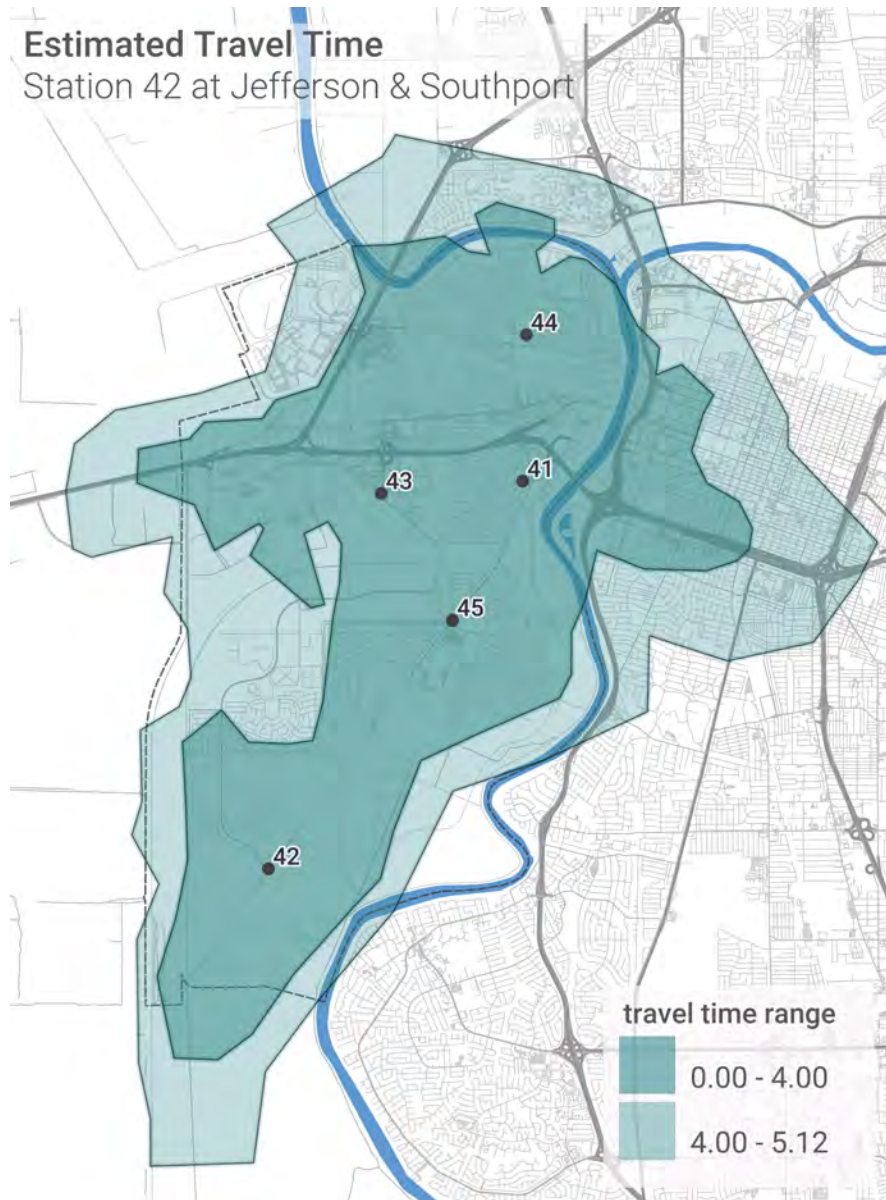
**Recommendation:**

**Add two medical quick response teams to enhance the response to medical emergencies in the City and the supplement overall daily activities of the department.**

**(7) New Development**

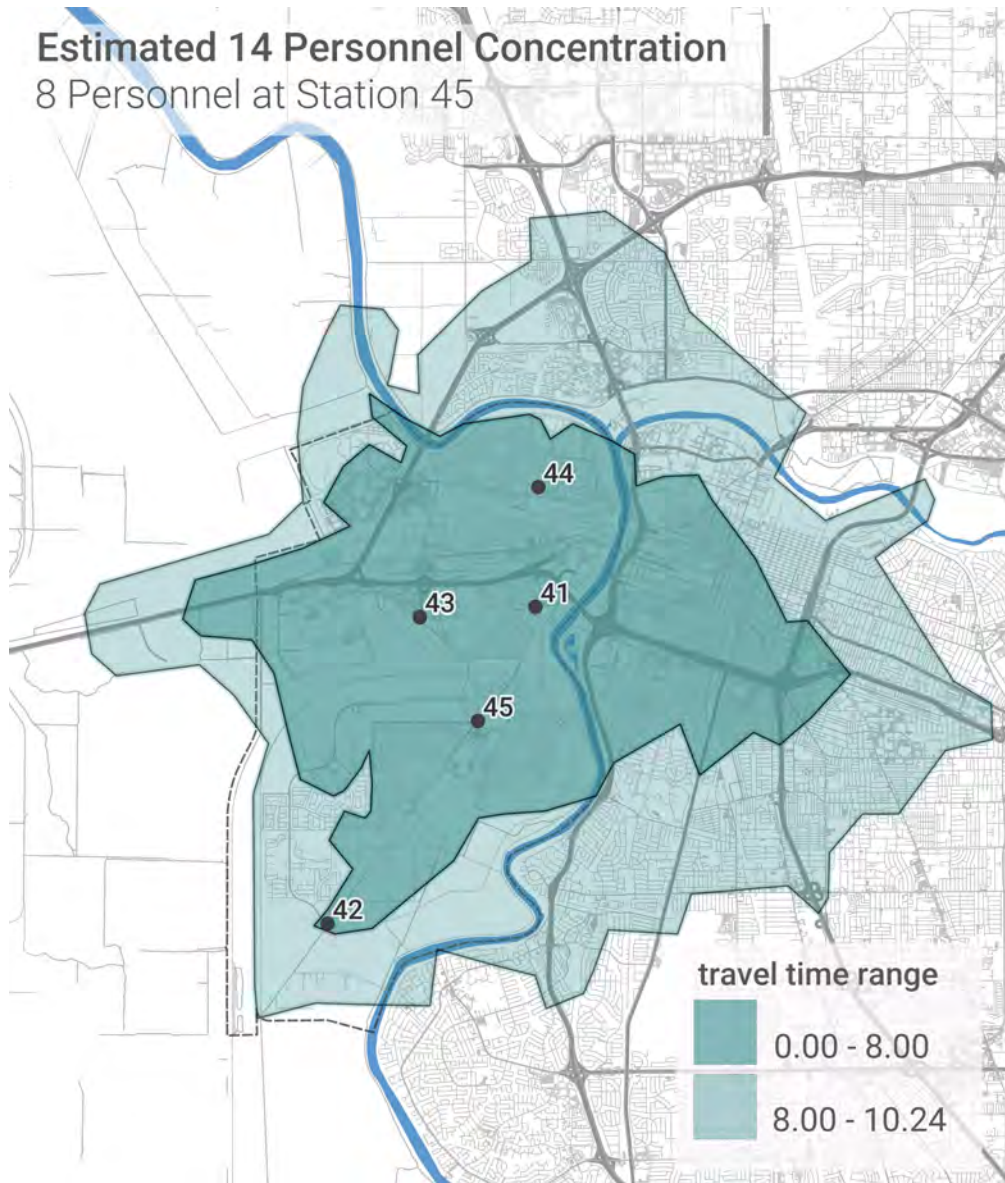
In the southern sections of the City there is a significant area of undeveloped land that has the potential for development. The current planning for this area is residential in nature either single family, multi-family or a combination of housing stock. With the current population density of 500 or less per square mile there is not a significant strain on the fire protection system.

Once the area begins to develop the population density will increase beyond the current rural demographic and transition to the suburban or urban density. This increase will trigger the need for additional fire suppression resources for the area. The need will most likely be to move the current Station 42 further south. The map below illustrates the distribution travel time for the benchmark and baseline times with Station 42 moved to the area of the intersection of Jefferson and Southport.

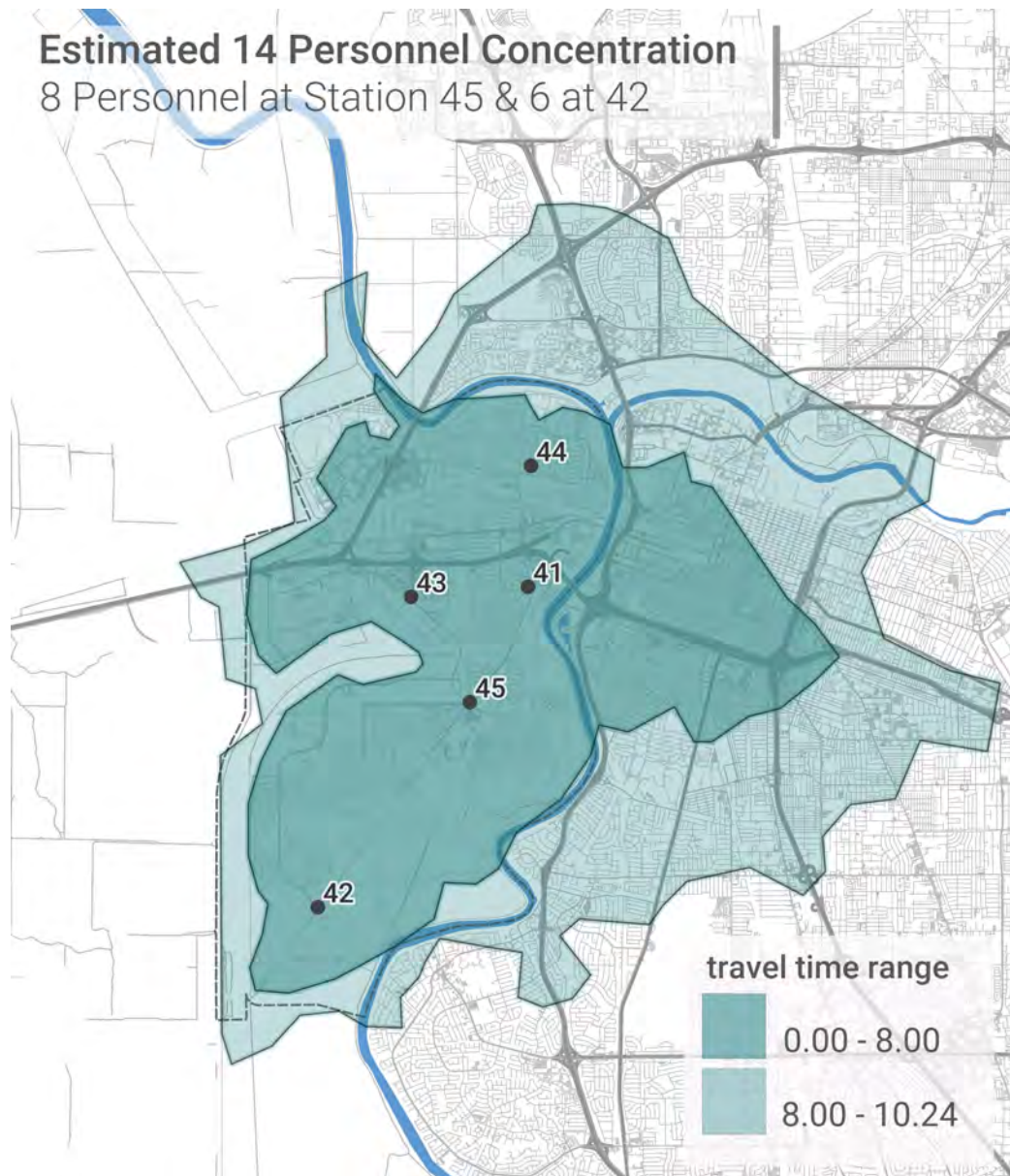


This move will place more of the southern area inside the benchmark and baseline travel time performance standards. There is no change with the concentration of resources to the area with this move. This is due to the additional resources necessary to meet the minimum staffing are not being relocated. The only way to increase the concentration is to add personnel to the stations or add another station. The following maps illustrate two potential solutions to the concentration issue.

### Estimated 14 Personnel Concentration 8 Personnel at Station 45







These two maps illustrate the issues with the concentration of resources and the limits that travel time places on the delivery of services as it relates to the southern end of the City. The first map illustrates how adding an engine company to Station 45 provides additional resources to the southern area extending the resources further south, but still relying on a north station to complete the effective response force. The second map illustrates adding a second engine company to Station 42. With these two additions, the



resources at Station 42 and 45 can create the effective response force to the southern end without draining the northern section. These changes should only be considered when significant development is planned and occurring in the southern portion of the City

**Recommendations:**

**Once the population density for the southern area reaches 500 to 1,000 people per square mile, planning for the moving of Station 42 should begin and Engine 45 should be staffed with a minimum of three personnel.**

**Once the population density for the southern area reaches 1,000 people or more, Station 42 should be moved to a point further south.**

**The street design and layout of any new development will influence the travel time, once the travel time limits the arrival of an effective response force, add an engine company and three personnel to Station 42.**

## 5 Training and Education Division

This chapter provides an analysis of the Training and Education Division and the programs it is responsible to handle.

### (1) Staffing

The Training Division in any fire department is typically considered a major function or division. This division can also have a significant influence on the culture of the department especially with the new recruits as they learn the policies, procedures and culture of the department. Overall this division is generally responsible for the basic training received by new recruits as well as the continuing education of the existing workforce. Training programs include fire suppression, emergency medical, hazardous materials, technical rescue and officer development courses. Personnel assigned to the training division are also typically involved in the recruitment efforts, hiring processes, promotional processes, health and safety initiatives and programs and the implementation of new policies and procedures.

West Sacramento Fire Department is a member of the West Valley Regional Fire Training Consortium. This group is comprised of five (5) paid departments and 11 volunteer departments in the county. These departments typically respond with each other to calls for service, making the combined training that much more effective and necessary. The consortium provides training outlines that are utilized by each department in the delivery of training. In the case of WSFD the Battalion Chief is responsible for the delivery of the training. West Sacramento and UC Davis provide coordination support to the consortium through their respective training bureaus.

**Recommendation:**

**The WSFD should continue to provide support to the consortium and follow the training guidelines provided by the group.**

**(2) Facilities**

The training facility for the WSFD is in an industrialized area on Boathouse Road and in general terms a good location in the center part of the City. The facility appears to have adequate space and props for various evolutions and training. There are however a couple of issues with the site. First, the facility cannot be secured as there is a road utilized by the public to access areas beyond the training site that does not permit the fire personnel to block the road or effectively conduct multi-company drills on the site. The second issue is the condition of the buildings on site. These facilities are in need of general repair and updating. The classroom facility is currently in the greatest need of general upgrading and repair.

**Recommendations:**

**Move the facility or roadway to provide the security necessary for the facility and to allow for the training evolutions to proceed without interruption due to vehicular traffic accessing other areas.**

**Provide funding for the general repair and upgrading to the buildings at the training facility.**

## 6 Community Risk Reduction Division (CRRD)

This chapter provides an analysis of the Community Risk Reduction Division of the department. The division handles a myriad of project and programs including fire safety inspections, fire plan check, hazardous materials programs, public education, weed abatement, preplan programs, fire investigations, car seat program and special events.

### (1) Fire Safety Inspections

Inspections that require a permit to be issued are handled by the CRRD and include a full-time and part-time Fire Inspector. All new construction projects that require an inspection from the fire department are also conducted by the inspectors. There is new development planned in the south and to the east between Linden Road and Davis Road. This is in addition to several projects planned in the Bridge District. These developments will create additional workload on the inspectors.

Properties that do not require a permit to be issued are handled by the Engine Company in that district. Management of the Engine Company inspection program is the responsibility of the Community Risk Reduction Division. This program provides the companies with the opportunity to visit each business in their respective response areas and to be familiar with those buildings.

The current system provides inspections to most of the businesses in the City at least once every three years and is working well. Due to the current utilization rates of the engine and truck companies, there is no need to change the current system or add staff. The City should continue to monitor development activity and consider upgrading the

part-time Fire Inspector to a full time position if workload demands become too great for the Division.

**Recommendations:**

**Continue the current engine company inspection program.**

**Monitor the development occurring in the City and upgrade the part-time Fire Inspector to a full-time position if timely inspections cannot be conducted.**

**(2) Public Education**

America Burning was published in 1973 and in that report public education was identified as a major goal for the national fire service. Active public fire education programs became prevalent in the country in the late 1990's. The effective delivery of community risk reduction and life safety education programs to identified high risk groups significantly contributed to the reduction of fire and life loss due to fire in subsequent years, which continues today.

The WSFD currently has multiple methods for delivering public education. The first is the most impactful by its exposure to the community and includes general fire safety information as well as emergency preparedness guidance. This primary means of public education is delivered not only by staff, but also utilizes the City's Community Emergency Response Team (CERT) volunteers. CERT volunteers will work together to deliver safety programs using a fire safety trailer. Other public education methods include scheduled station tours, school presentations, and fire extinguisher demonstrations.

**Recommendations:**

**Using fire loss data from the community and the region, determine the community needs in relation to the public education program to target at risk populations with a fire and life safety training.**

**Continue to engage the CERT volunteers to deliver the fire safety message to the community.**

## 7 Results of the Staffing Projection Model

The following table outlines the existing staffing levels and the future projected staffing level needs through the year 2042 in the increments of 2025, (8 years out), 2030 (13 years out) and 2042 (25 years out). Data in the table include summary descriptions on the targeted service level, as well as the key factors used in projected staffing to meet that service level. An underlying assumption is that WSFD will use the varied response performance targets based on population density as described previously.

Function	Position	Target Service Level	Projection Factors	Now	8YR	13YR	25YR
<b>OPERATIONS</b>							
<b>Station Staffing</b>	<b>Battalion Chief</b>	Provides command over the existing operations and ensures a Chief level officer is available on a 24/7 basis.	Analysis indicates the current 5 station model will continue to service the City appropriately and not impact Battalion Chief staffing needs	3	3	3	3
	<b>Captain</b>	Captains will serve as the supervisor of the fire stations and personnel assigned. One Captain per station per shift will continue. There are	Projections are based on need to add an additional Captain for relief of Battalion Chiefs and other	16	18	18	18



Function	Position	Target Service Level	Projection Factors	Now	8YR	13YR	25YR
		currently two relief positions.	Captains on the shift requiring one relief Captain per shift.				
	<b>Engineer</b>	Engineers will continue to drive and operate the engine and truck companies. There will be one engineer assigned to each apparatus with overtime utilized or a firefighter stepping up in an acting capacity during vacancies.	The addition of an additional engine company in the future will require the addition of 3 Engineer positions.	15	15	18	18
	<b>Firefighter</b>	It is assumed that the current staffing of engine and truck companies will continue. The addition of EMS quick response vehicles will necessitate two firefighters per shift to staff the units.	The addition of 2 future EMS quick response vehicles and one engine will drive additional firefighter positions in the Department.	22	28	36	36
<b>Training</b>	<b>Captain</b>	Continuing to utilize the regional approach for training and having shift Battalion Chief deliver training will not impact staffing levels.	Projections are based on continuing with the current training approach.	1	1	1	1

**SUPPORT SERVICES DIVISION**

<b>Community Risk Reduction</b>	<b>Fire Marshal</b>	Overall Management and supervision of the Fire Marshal's Office. Maintain appropriate spans of control.	There is no indication additional personnel will strain the span of control for this position.	1	1	1	1
	<b>Fire Inspector</b>	Ability to oversee and conduct new construction and ongoing inspection process for the Department.	Commercial Growth will necessitate an increase in inspection personnel.	1	2	2	3
	<b>Secretary</b>	Front desk and administrative support will be maintained.	Continue to provide administrative support to the Fire Marshal's Office.	1	1	1	1

**OFFICE OF THE CHIEF**

<b>Chief</b>	No major changes to the current service level.	<i>Non-scalable</i> – changes to service environment do not significantly affect staffing needs.	1	1	1	1
<b>Deputy Chief</b>	Increases in operations personnel will require a shift to duties in the unfunded Deputy Chief position.	As Operations add personnel transfer the training Captain and add accreditation oversight to this position.	1	2	2	2
<b>Admin Analyst</b>	No major changes to the current service level.	<i>Non-scalable</i> – changes to service environment do not significantly affect	1	1	1	1

		staffing needs.				
<b>Secretary</b>	No major changes to the current service level.	<i>Non-scalable</i> – changes to service environment do not significantly affect staffing needs.	1	1	1	1
		<b>TOTAL FUTURE STAFF RECOMMENDED</b>	<b>67</b>	<b>77</b>	<b>88</b>	<b>89</b>

## 8 Future Technologies

This chapter of the report discusses how implementing the use of future technologies and improvements to building standards would impact West Sacramento.

### (1) The Use of Drones in Public Safety

There has been considerable discussion on the use of drones or unmanned aircraft systems (UAS) in public safety over the past few years. In the fire service, there have been four primary uses found beneficial.

- Assisting in search and rescue in large open areas
- Providing an aerial perspective for command on large fire scenes
- Providing an aerial perspective and air sampling on hazardous material incidents
- Providing a heat signature for water emergencies or building collapse emergencies

Typically, these drones are tethered to ensure they do not interfere with local air traffic and provide additional safety for emergency crews and members of the public in the operating area of the drone. When equipped with a thermal imaging camera they are able to see through smoke to find trapped victims. The use of a UAS will require approval of the Federal Aviation Administration (FAA) prior to deployment.

Prior to making the decision to implement the use of a UAS, West Sacramento should examine if there are uses beyond the low frequency incidents in the Fire Department or regional opportunities for sharing the technology that make the use a cost-effective option for the City. There may also be police applications or other benefits it can provide for the City. The cost of a commercial drone capable of handling all the complex issues can cost over \$10,000 and will require the City to have an operator(s) to deploy

the drone in emergencies. Staffing would be by a current member(s) of the public safety team, but depending on the use of the drone and the legal requirements for flying it, will determine the training required.

**Recommendation:**

**The City should carefully examine the costs, benefits and risks associated with using drones and carefully implement their use through proper policy development and training.**

**(2) Other Emerging Technologies**

The National Institute of Standards and Technology (NIST) and the National Fire Protection Association (NFPA) recently published a report on next gen firefighting. This report addresses numerous strategies for the future of firefighting. The use of cyber information leading to cyber-physical systems (CPS) in private industry is being used in things such as smart homes, smart cities, and smart buildings to name a few. This technology is now making its way to the fire service. Some of these technologies are being developed while others are already available.

- Autonomous vehicles and collision avoidance systems
- Mobile robots.
- Smart clothing; shirts that measure heart rates, breathing rates and surface skin temperature.
- Smart home fire alarm system providing enhanced control over key building systems.
- Augmented reality glasses that display enriched information over and above visible operations.
- Providing real time data via laptops in the apparatus through previously collected information, smart fire alarm systems, security cameras, etc.

The technology development for these systems is and will be ongoing. Included in

the discussion is the use of sensors in the communications systems, personal protective equipment, apparatus and fire alarm systems. Additionally, data collection and real-time analytics are in the mix for future consideration.

Systems used to alert firefighters have changed over the years. Studies have shown that sudden alerting has increased heart rates from a resting heart rate of 40 beats per minute to as high as 160 beats per minute. Gradually escalating the alerting tone from a lower to full volume showed a significant reduction in the tachycardia response.

Geographic positioning systems (GPS) incorporated into the self-contained breathing apparatus (SCBA) has assisted departments in identifying the location of firefighters at emergency scenes. The GPS systems are automatically activated when the SCBA bottle is turned on. Early systems would locate the firefighter but could not determine what floor the firefighter was on in a high-rise building. Newer technology allows for the GPS system to determine the height above the ground where the firefighter is located.

There are a number of other potential emerging technologies that may impact firefighting in the future. While none of these are available in the market yet, internet research indicated several possible new technologies will be developed in the coming years.

- **Smart Masks** are being developed by Scott Safety. These masks will have built-in thermal imaging to allow improved search and rescue and hot spot detection by firefighters and rescue crews.
- **Flame Bending Electricity** technology is being developed by a team of Harvard University researchers. This technology will allow firefighters to open a path in a

wall of flame in order to gain access in or out of a burning structure or open a passage of escape for trapped victims in a burning building.

- **ProFiTex System** has been developed by the Vienna University of Technology to integrate human interface technology into a firefighter's protective clothing to track their condition with data transmitted to the incident commander.

### (3) International Accreditation

The Center for Public Safety Excellence (CPSE) is the only accreditation program for fire service agencies in the world. Currently there are over 230 accredited fire agencies internationally that have accepted the challenge of continuous improvement.

According to the CPSE, "Accreditation is a comprehensive self-assessment and quality improvement model that enables organizations to examine past, current, and future service levels and internal performance and compare them to current research and industry best practices. This process leads to a more efficient and effective emergency service organization.

CPSE's Accreditation Program, administered by the Commission on Fire Accreditation International (CFAI) allows fire and emergency service agencies to compare their performance to:

- Determine community risk and safety needs and develop community-specific Standards of Cover.
- Evaluate the performance of the department.
- Establish a method for achieving continuous organizational improvement.

The key justification for seeking accredited status is that local government executives face increasing pressure to "do more with less" and justify their expenditures by demonstrating a direct link to improved or expanded services. Particularly for emergency services, local officials need criteria to assess professional performance and



efficiency. The CFAI accreditation process provides a well-defined, internationally-recognized system to measure the quality of fire and emergency services.”

**Recommendation:**

**The WSFD should develop a plan to seek accredited status in the next five years.**

## ■ Appendix A: Descriptive Profile of the Fire Department

This document provides a description or “profile” of the organization of the City of West Sacramento Fire Department (WSFD) and the major tasks and responsibilities of the various workgroups within the Department. This profile is descriptive only; it does not contain analysis or operations or recommendations (this will be provided in the ‘final report’). This profile document is the basis of the Matrix projects team’s understanding of the organizational structure and current and authorized staffing levels for the WSFD.

Data contained in the profile were developed based on the work conducted by the project team to date, including.

- Interviews conducted with staff.
- Initial collection of workload and service provision data.
- Review of strategic documents and reports, budget data, organizational structure and key practices

This descriptive profile is not intended to include every organizational and operational facet of the department. The profile reflects a summary of our understanding of the organization, functional areas and responsibilities, which is foundational for subsequent issues identification and analysis as part of the study.

Information contained in this descriptive profile will be employed in the analysis of issues during subsequent stages of the project. Data herein is not intended to be comprehensive; by example, descriptions of staff duties and responsibilities only reflect key functions performed and do not imply job description narratives. The intention of the profile is to demonstrate an overall understanding of the WSFD organization.

## **1. INTRODUCTION**

The City of West Sacramento Fire Department provides fire and rescue services from five (5) fire stations to approximately 53,320 full time residents in an area covering just under 23 square miles. The third largest city within Yolo County, West Sacramento lies just across the river from the California State Capital city of Sacramento and was the most livable city in America in 2014 by the U.S. Conference of Mayors.

West Sacramento is home to the regions only seaport, the Port of West Sacramento, which saw approximately 28,000 jobs and 630,000 million metric revenue tons in 2016. West Sacramento is served by three (3) major highways; I80, I5, and State Highway Hwy 50.

The following sections of this profile explore the Fire Department budget, staffing and organizational structure, and staff roles and responsibilities.

## **2. BUDGET**

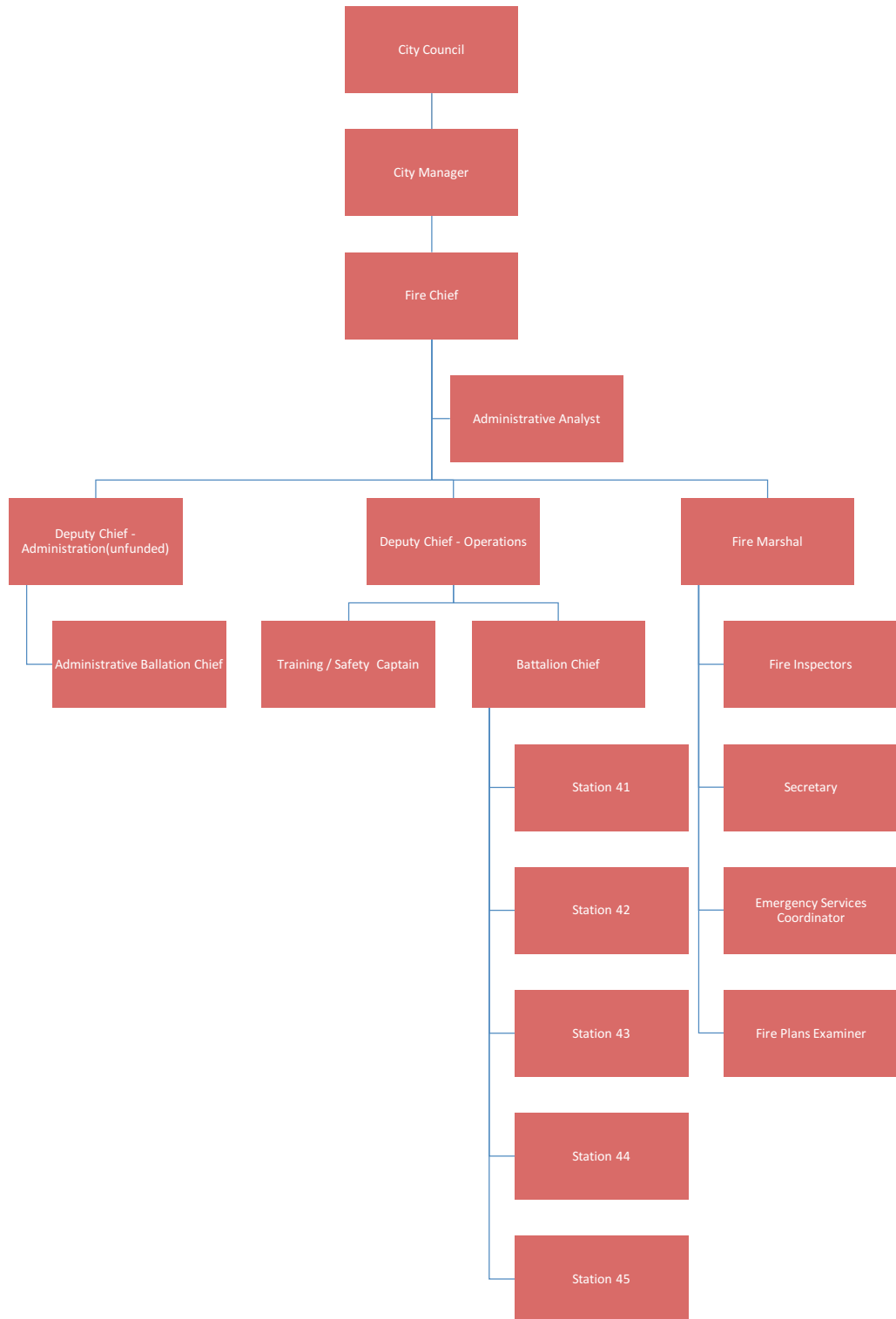
The following table shows the Fire Department's budget for the last three fiscal years as provided to the project team. Projected budget numbers are used for FY15, while the Departments requested budgets are used for FY16 and FY17.

<b>WEST SACRAMENTO FIRE DEPARTMENT BUDGET</b>			
	<b>FY15 Projected</b>	<b>FY16 Requested</b>	<b>FY17 Requested</b>
<b>Fire Administration</b>			
Personnel Services	\$986,161	\$753,601	\$857,081
Operations & Maintenance	\$76,843	\$97,990	\$117,990
Non-Operating	\$0	\$45,000	\$45,000
Capital Outlay	\$45,000	\$0	\$0
<b>SUB-TOTAL</b>	<b>\$1,108,004</b>	<b>\$896,591</b>	<b>\$1,020,071</b>
<b>Fire Operations</b>			
Personnel Services	\$8,318,934	\$9,701,430	\$10,065,698
Operations & Maintenance	\$574,830	\$577,910	\$530,910
Non-Operating	\$40,000	\$0	\$0
Capital Outlay	\$0	\$2,000	\$2,000
<b>SUB-TOTAL</b>	<b>\$8,933,764</b>	<b>\$10,281,340</b>	<b>\$10,598,608</b>
<b>Community Risk Reduction</b>			
Personnel Service	\$364,672	\$377,297	\$397,888
Operations & Maintenance	\$124,800	\$124,800	\$116,031
Capital Outlay	\$3,000	\$3,000	\$3,000
Administration Fee	\$68,656	\$61,539	\$65,899
<b>SUB-TOTAL</b>	<b>\$561,128</b>	<b>\$566,636</b>	<b>\$582,818</b>
<b>Total</b>	<b>\$10,602,896</b>	<b>\$11,744,567</b>	<b>\$12,201,497</b>

### 3. ORGANIZATIONAL STRUCTURE

The following is an organizational chart of the West Sacramento Fire Department by major function. More detailed organizational charts are provided in subsequent individual sections.

### WEST SACRAMENTO FIRE DEPARTMENT

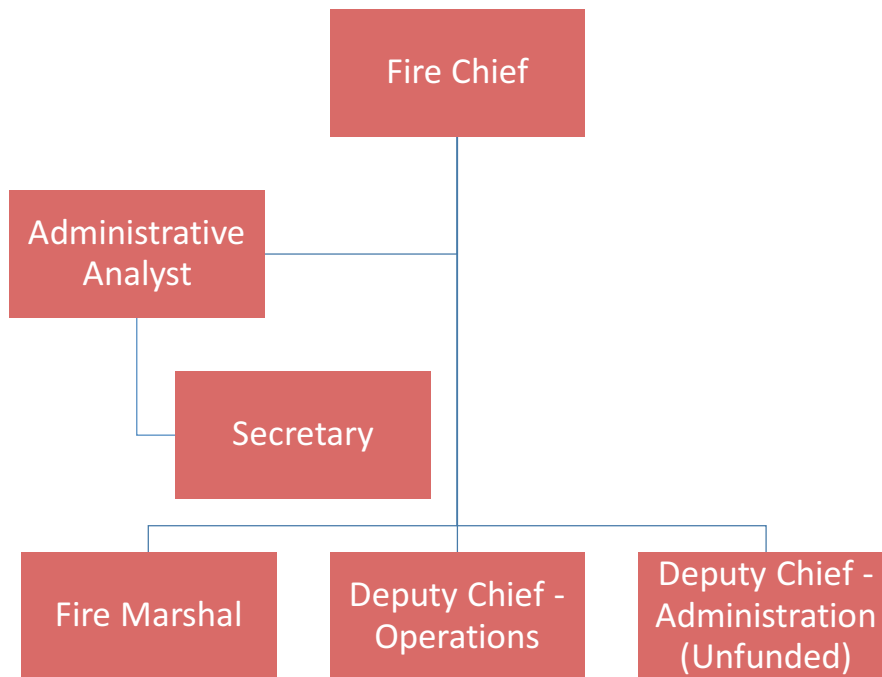


**4. ADMINISTRATIVE DIVISION**

The administration of the fire department is responsible for the overall command and control of the department. The Fire Chief is accountable for all facets of the department, its operations and the overall management. This is provided through the assigned administrative staff within the department.

**(1) Organization**

The following chart illustrates the organization of this function in the Administration Division.



**(2) Staffing and Unit Descriptions**

The following table provides the personnel and the major tasks of staff reporting to the Fire Chief.

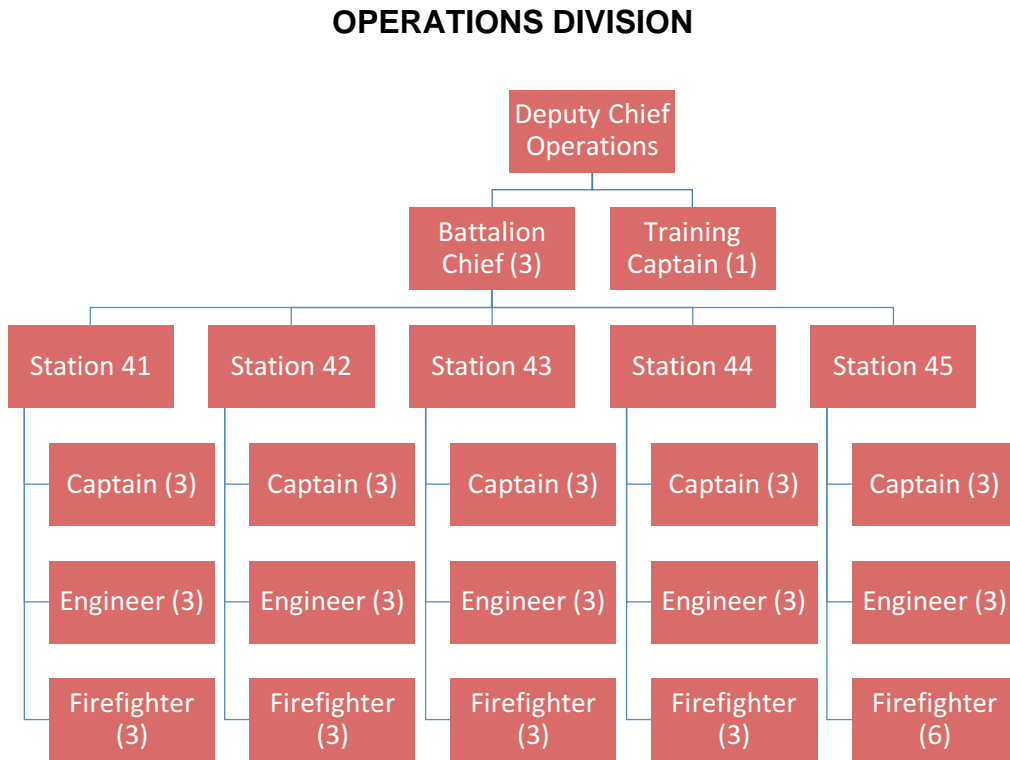
KEY ROLES AND RESPONSIBILITIES				
Unit/Division	Position	Filled	Auth	Unit Description
Administration	Fire Chief	1	1	<ul style="list-style-type: none"> <li>Provides the overall leadership, management and administration of the Department.</li> <li>Performs routine administrative functions in the day to day management of the Department.</li> <li>Prepares and manages the Department budget.</li> <li>Provides strategic direction for the Department</li> <li>Liaison between the FD and multiple community organizations. Attends community meetings.</li> <li>Member of the City's leadership team.</li> </ul>
	Deputy Chief	0	1	<ul style="list-style-type: none"> <li>Provides support to the administration of the department through analysis of various types of data.</li> <li>Develops the strategic plan in both short term and long term goals and objectives.</li> <li>Assist with the development and administration of the operating budget.</li> <li>Assists with the development of disaster preparedness activities and programs.</li> </ul>
	Administrative Analyst	1	1	<ul style="list-style-type: none"> <li>Provides support in the development of the operating budget and strategic planning.</li> <li>Prepares statistical reports and analysis.</li> <li>Monitors and analyzes the budget.</li> <li>Provides support and development of grant applications, special programs and projects.</li> </ul>
Operations	Deputy Chief	1	1	<ul style="list-style-type: none"> <li>Detail description of Job Duties in Section 3 – Operations Division.</li> </ul>
CRRD	Fire Marshal	1	1	<ul style="list-style-type: none"> <li>Detail description of Job Duties in Section 4 – Fire Marshal's Office.</li> </ul>

**5. OPERATIONS DIVISION**

The Operations Division of the fire department is responsible for the daily operations of the department. The minimum staffing for a shift is seventeen (17) personnel operating from five (5) stations utilizing four engine companies and a ladder company. Using a three platoon system the shift personnel are on duty for 48 hours followed by 96-hours off duty. The primary duties of the personnel is to respond to calls for service, training, pre-incident analysis, station maintenance, small tools maintenance and other ancillary duties as needed.

**(1) Organization**

The following chart outlines the organization of the five stations within the Operations Division.





**(2) Staffing and Unit Descriptions**

The following table provides the personnel and the major tasks of staff reporting to the Deputy Chief of Operations and the five stations within the Operations Division.

KEY ROLES AND RESPONSIBILITIES				
Unit/Division	Position	Filled	Auth	Unit Description
Operations Administration	Deputy Chief	1	1	Provides day-to-day operational oversight of the Department. Performs routine administrative functions in the day to day management of the Department. Oversees apparatus and building maintenance. Provides oversight to the training and safety program Supervises three Battalion Chiefs and the Training/Safety Captain. Handles the communications system operations, records management system and the operations manual.
Operations Command	Battalion Chief	3	3	Provides direct supervision at emergency scenes and is responsible for the operations of the shift. Oversees maintenance, testing and inspection of tools and equipment. Assists with the development and implementation of department Policies and Procedures and safety. Oversees training activities for the shift.
Operations	Captain	17	17	Captain has overall station responsibility and oversees personnel assigned to the station.
	Engineer	15	15	Captain acts as initial incident commander at emergency scenes until relieved by higher ranking officer.
	Firefighter	22	22	Engineers are responsible for the safe operation of apparatus and its readiness. Firefighters perform daily duties and respond to calls for service.

**(3) Overview of Operations Schedules**

Operations personnel for West Sacramento Fire Department work a 48 hour on 96 hour off shift schedule that rotates every four days. Personnel are assigned to a station and apparatus.

Engine companies have a minimum staffing of three personnel and the ladder company has a minimum staffing of four personnel. Backfill for any staffing shortfalls is

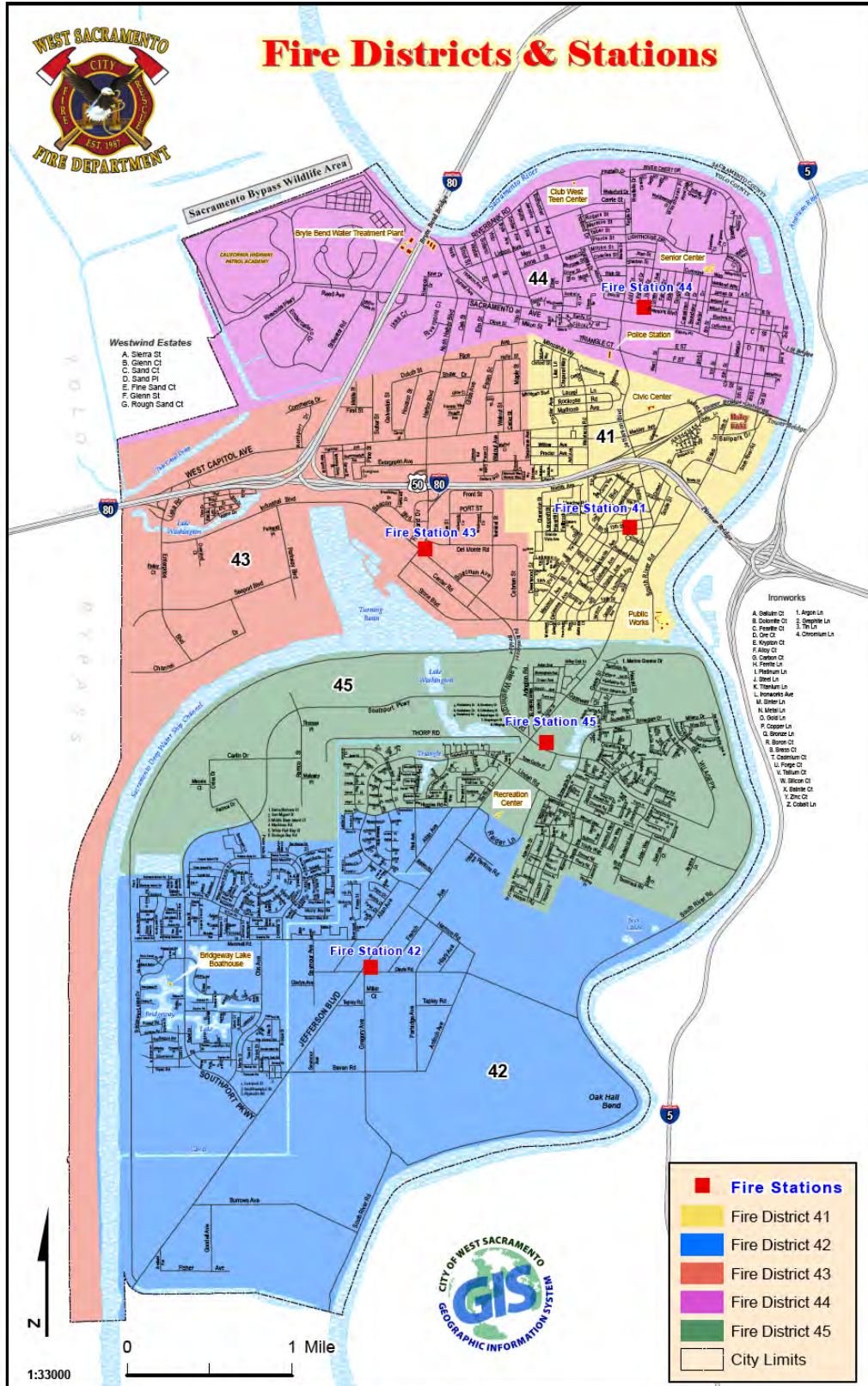
handled with overtime. The chart below illustrates the personnel assigned to the stations for staffing of apparatus, it does not include Battalion Chiefs or vacant positions.

**Personnel by Station and Shift**

Shift	41	42	43	44	45	Floater	Total
A Shift	3	3	3	3	4	1	17
B Shift	3	3	3	3	4	2	18
C Shift	3	3	3	3	4	1	17
	9	9	9	9	12	2	52

**(4) Fire Station Locations and Response Area**

As described earlier in this section, the West Sacramento Fire Department responds from five fire stations located in the City. The following map outlines the station locations and primary response area for each station.

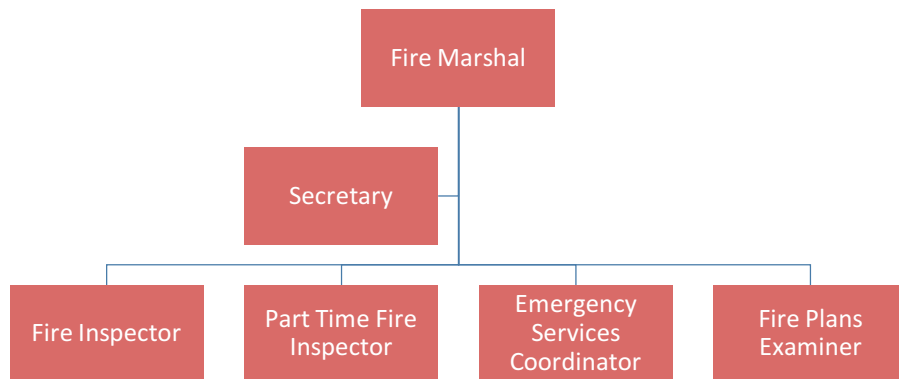


**6. FIRE MARSHAL’S OFFICE**

This office is overseen by a Fire Marshal that serves as the Fire Code Official for the department. The Fire Marshal supervises a full-time Fire Inspector, a part-time Fire Inspector, Secretary, Emergency Services Coordinator and a Fire Plans Examiner. The office of the Fire Marshal manages numerous programs including but not limited to hazardous materials, fire investigations, public education and the juvenile fire setter program.

**(1) Organization**

The following chart outlines the overall organization of the Fire Marshal’s Office.



**(2) Staffing and Unit Descriptions**

The following table provides the personnel and the major tasks of staff reporting to the Fire Marshal.

KEY ROLES AND RESPONSIBILITIES				
Unit/Division	Position	Filled	Auth	Unit Description
Fire Marshal's Office	Fire Marshal	1	1	Provides day-to-day oversight of the community risk reduction programs. Supervises the hazardous material program for the department. Manages the fire investigation program. Acts as the liaison for the urban bay area terrorism organization Manages the City's Office of Emergency Services.
	Fire Inspector	1 FT 1PT	1 1	Performs inspections of permitted occupancies in the City. Provides support to the hazardous materials program and fire investigations. Investigates complaints regarding fire code violations. Prepares reports and maintains records.
	Secretary	1	1	Provides clerical support to the Fire Marshal's office. May compile data and other information for reports.

**7. TRAINING DIVISION**

The Training Division operates within a framework of the fire department and the West Valley Regional Fire Training Consortium. The consortium is comprised of five (5) paid department and eleven (11) volunteer departments in the county. Facilities are located in the City as well as other areas in the county. The City and UC Davis provide coordination support to the consortium through their respective training bureaus. Using the training outlines provided by the consortium the departments in the county become aligned to operate in unison on an emergency scene. The outline format of the training is provided to the Battalion Chiefs for delivery to their respective shifts.

**(1) Staffing and Unit Description**

The following table provides the personnel and the major tasks of the training division.

<b>KEY ROLES AND RESPONSIBILITIES</b>				
<b>Unit/Division</b>	<b>Position</b>	<b>Filled</b>	<b>Auth</b>	<b>Unit Description</b>
<b>Training Division</b>	Training Officer	1	1	Manages the training program for the department. Coordinator for the training consortium. Attends meetings as directed by the Fire Chief and Deputy Chief Maintains training records for the department.

## Appendix B: Results of the Employee Survey

As part of the Matrix Consulting Group's organizational assessment for the City of West Sacramento Fire Department, the project team distributed an anonymous survey to the officers of the Department to gauge their opinion on a number of topics related to the operations of the Department and potential improvement opportunities. This report summarizes the results of the survey. The survey asked 3 types of questions:

- **General questions:** At the beginning of the survey, respondents were asked to provide some information about their assignment with the Department. These responses are used in this analysis to explore differences in responses between groups of respondents.
- **Multiple Choice Questions:** Respondents were presented with a number of multiple choice statements, where they indicated their level of agreement or disagreement with statements on a variety of topics related to the Department.
- **Open-ended response questions:** After each section, respondents were given the opportunity to provide additional comments. At the end of the survey, staff were given space to provide opinions about the Department's strengths and weaknesses in their own words.

The link to the online survey was distributed in June via email to 21 Department officers. A total of 19 officers responded to the survey (a response rate of 90%), in varying degrees of completion. The following section presents a summary of key findings from the survey.

### 1. SUMMARY OF KEY FINDINGS

While a complete analysis can be found in the sections below, the following points summarize the key findings from the responses received to this survey:



## Findings of Strengths

- Respondents believe that they provide a high level of service to the community and enjoy a healthy, positive relationship with the community.
- Staff believe that supervision is sufficient and performance expectations are made clear.
- Employees stated that their fellow Department staff are hardworking, positive, professional, and able to adapt to changing circumstances and resources.
- Respondents believe that operational policies are efficient, and that teamwork within the Department is excellent.
- Staff believe that their facilities and equipment are generally safe, in good repair, and sufficient to meet the needs of the Department and the community.

## Findings of Potential Improvement Opportunities

- Respondents believe that the Department is understaffed and needs to hire more staff in order to be properly equipped for both emergency and non-emergency service calls.
- Respondents believe the department could operate more efficiently overall.

## 2. DEPARTMENT ASSIGNMENT

While responses to the survey were confidential, the project team asked respondents to indicate some information about their position for comparison purposes. Specifically, they were asked to provide their rank and assignment within the Department. As the tables below indicates, the rank of Captain and those assigned to Operations provided most of the responses. It should be noted the survey was limited to the rank of Captains and above.



RESPONDENTS RANK	
Response	Count
Battalion Chief and Above	4
Captain	15
<b>TOTAL</b>	<b>19</b>

DEPARTMENT ASSIGNMENT OF RESPONDENTS	
Response	Count
Administration / Community Risk Reduction	2
Operations	17
<b>TOTAL</b>	<b>19</b>

### 3. MULTIPLE CHOICE QUESTIONS

The first section of the survey asked respondents to indicate their level of agreement or disagreement with 39 statements about the Department. The response options were “strongly agree” (SA), “agree” (A), “disagree” (D), “strongly disagree” (SD) and “no opinion” (NO). Respondents could also choose “unknown” or opt out of responding to the statement at all, in which case they were not counted among the respondents for that statement. For this reason, percentages may not add up to 100%, since a percentage of respondents may have chosen “unknown”. The following sections show the responses to statements by topic.

#### (1) Respondents Believe They Provide a High Level of Service to the Community, Although They have Less Confidence in the Dispatch System.

The table below shows responses to statements about the Department’s level of service to the community.

SERVICE TO THE COMMUNITY						
#	Statement	SA	A	D	SD	NO
1	Our Department provides a high level of service for the community.	79%	16%	5%	0%	0%
2	Residents view our Department as a high priority.	37%	37%	11%	0%	16%
3	Our Department has positive relationships with City residents.	61%	39%	0%	0%	0%
4	Our approach to public safety improves the quality of life in West Sacramento.	74%	21%	5%	0%	0%
5	We provide effective mutual aid to neighboring fire departments.	63%	37%	0%	0%	0%
6	We receive effective mutual aid from our neighboring fire departments.	26%	68%	5%	0%	0%
7	There is good coordination with EMS on emergency calls.	16%	79%	0%	0%	5%
8	Fire personnel with EMS training are appropriately utilized on medical calls.	63%	32%	0%	0%	5%
9	There are opportunities to improve shared services with neighboring agencies.	26%	63%	5%	0%	5%
10	The 911 Dispatch system works well for Fire/Rescue calls.	5%	37%	53%	5%	0%

The responses to statements in this section show that the Department's staff believe they provide a high level of service to the community, although they are less enthusiastic about the effectiveness of the dispatch system.

- Statement #7 and #8, that the Department has a good relationship with the emergency medical provider and there is good coordination on emergency scenes (95% agreement, 5% no opinion). Furthermore, trained personnel are appropriately utilized on medical calls (95% agreement, 5% no opinion)
- Statement #10, that the Department receives appropriate services from the dispatch system for the calls they receive. (42% agreement, 58% disagreement).

**(2) Staff Overall Have Positive Opinions About Management and Administration. Departmental Vision, Communications and Innovation are Strong Points.**

The following table shows employees' responses to statements about the management and administration of the Department.

MANAGEMENT AND ADMINISTRATION						
#	Statement	SA	A	D	SD	NO
11	Our Department has a clear vision / direction for the future.	11%	68%	11%	5%	5%
12	I am kept informed of important Departmental information.	16%	74%	11%	0%	0%
13	My performance expectations are made clear.	37%	58%	5%	0%	0%
14	Our Department seems to be innovative and progressive.	21%	63%	5%	5%	5%
15	Our Department does a good job planning our shift assignments (e.g., training, inspections).	5%	53%	26%	5%	11%
16	The supervision at emergency scenes is sufficient.	42%	47%	0%	0%	11%
17	Spans of control in the Fire Department are appropriate.	21%	68%	5%	0%	5%
18	The Fire Department operates efficiently.	32%	63%	5%	0%	0%

In regards to management and administration within the Department, statements about the clarity of performance expectations, supervision at emergency scenes, and the span of control within the Department received positive responses. Topics relating to the Department’s shift assignments received a slightly higher negative response.

- Statement #11, that the Department has a clear vision / direction for the future, received more agreement than disagreement (79% agreement, 16% disagreement, 5% no opinion).
- Statement #13: said that performance expectations are made clear. The Department average is 95%.
- Statement #15, that the Department does a good job of planning the shift was a little less positive. (58% agreement, 31% disagreement and 11% with no opinion).

**(3) Staff Believe the Department Has a Good Training Program and Cooperative Effort on Service Calls However Lacks the Staffing to Handle Emergency and Non-Emergency Service Demands.**

The table below shows responses from Department staff about the organization, staffing, and operations of the Department.

ORGANIZATION, STAFFING, AND OPERATIONS						
#	Statement	SA	A	D	SD	NO
19	Staff resources are adequate to meet the current emergency call needs of the communities we serve.	0%	37%	53%	5%	5%
20	Our Department is adequately staffed to meet demands for non-emergency services.	0%	11%	63%	26%	0%
21	Current apparatus staffing allows us to effectively perform our duties on emergency scenes.	0%	58%	21%	11%	11%
22	Dispatch information provided to us on incidents is accurate.	0%	67%	28%	0%	6%
23	Dispatch information provided to us on incidents is received in a timely fashion.	5%	74%	16%	0%	5%
24	Our personnel work well with each other on calls for service to which they respond.	68%	32%	0%	0%	0%
25	We receive the practical training we need to keep all of our skills high.	26%	68%	0%	5%	0%
26	Our Department places a high value on ensuring proper training for field personnel.	21%	58%	16%	5%	0%
27	Policies related to Operations are adequate and clearly defined.	16%	63%	5%	5%	11%
28	Our Department makes effective use of technology.	0%	47%	32%	16%	5%
29	The current shift staffing model works well.	37%	53%	0%	5%	5%
30	There are ways I could be used more effectively at work.	17%	56%	22%	6%	0%
31	The Fire Department operates efficiently.	0%	26%	47%	0%	26%

Staff responded positively when asked about cooperation between personnel, the timeliness of dispatch, operational policies, and the shift staffing model. Most staff believe they could be used more efficiently, however, and statements about staffing, resources, apparatus, and training were met with more disagreement than agreement.

- Statement #19 asked whether the Department is adequately staffed to meet demand in emergency situations. The respondents had a more negative response to this statement (37% agreement, 58% disagreement, 5% no opinion).
- Statement #20, which asked if the Department is adequately staffed for non-emergency service demands and the negative response was more pronounced (11% agreement, 89% disagreement).

- Statement #22 and #23, asked if the department receives accurate information from the dispatch center and in a timely fashion. As to accuracy and timeliness the respondents had a favorable response (67% and 79% agreement, 28% and 16% disagreement respectively). This response compared to Statement #10 above
- Statement #25 asked if the Department receives the practical training received very favorable responses (94% agreement, 5% disagreement).
- Statement #31, regarding the efficient operation of the Department received a more negative response with a number of respondents having no opinion (26% agreement, 47% disagreement, 26% no opinion).

**(4) Staff Believe the Department’s Equipment and Facilities are Sufficient.**

The table below shows responses received to statements about the Department’s equipment and facilities.

EQUIPMENT AND FACILITIES						
#	Statement	SA	A	D	SD	NO
32	We have the appropriate equipment to provide high levels of service.	32%	68%	0%	0%	0%
33	Our fire equipment is well maintained.	58%	42%	0%	0%	0%
34	The Department should consider utilizing different equipment in the future.	5%	32%	42%	16%	5%
35	The locations of our fire stations are effective in meeting community needs.	11%	58%	16%	5%	11%
36	Our fire stations provide a safe workplace.	42%	58%	0%	0%	0%
37	Our fire stations are well maintained.	11%	42%	32%	5%	11%
38	Our fire stations meet the needs of the Department.	6%	67%	22%	0%	6%
39	Our fire stations meet the needs of the City.	11%	63%	16%	5%	5%

The Department’s equipment and facilities were generally lauded as meeting the needs of the Department and the community, and staff believe they are well-maintained and safe.

- Statement #34 asked if the Department should consider using different equipment in the future. The respondents had a more negative response to this statement indicating they are satisfied with the current equipment (37% agreement, 58% disagreement, 5% no opinion).
- Statement #37 asked if the station are well maintained. The respondents had a favorable response. However, combining the negative responses and the no opinion responses brings the responses closer to being even with the favorable responses (53% agreement, 48% combined disagreement/no opinion).

**4. OPEN-ENDED QUESTIONS**

The final section of the survey asked respondents to provide input in their own words. The following headers show their opinions on the Department’s strengths and improvement opportunities.

**(1) Respondents Believe That Talented, Dedicated Personnel Are the Department’s Greatest Strength.**

The first open-ended question asked respondents what they felt to be the Department’s greatest strengths. There were 14 responses to this question. The table below shows the most prevalent themes in staff responses.

DEPARTMENT STRENGTHS	
Response	Count
Service to Community	4
Equipment / Apparatus	4
Flexibility/Adaptability	2
Personnel Commitment	2

- The quality and makeup of the Department’s staff was the most frequently-cited strength in terms of expertise, positivity, professionalism, and dedication.
- Service to the local community, and a solid relationship with community members and institutions, was listed as a common strength for the Department

The responses given to this question show that the Department’s people are viewed as its most prominent strength.

**(2) Respondents Believe That Staffing Levels and Technology Issues Are the Department’s Most Pressing Improvement Opportunities.**

The second question of this type asked respondents what they believe to be the Department’s greatest opportunities for improvement. There were 13 responses to this question. The table below shows the most prevalent themes in staff responses.

IMPROVEMENT OPPORTUNITIES	
Response	Count
Staffing	9
Technology Improvements	3

- Almost every respondent commented about increasing the staffing and returning Engine 45 to service.
- Improvements to the use of technology was listed as an improvement in the areas of mobility and interfacing within different systems.
- Improved working relationships with the City and other City Departments was cited as an area to improve.

The responses to this survey allowed the project team to develop a firm grasp of staff opinions on a number of topics. The Department’s strengths and weaknesses were outlined, employee opinions about the Department’s services and culture became clear, and ideas for improvement were presented. The opinions and issues found in these survey results will be useful to the project team in future analysis.



MEETING DATE: January 17, 2018

ITEM # 12

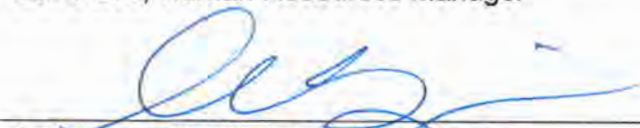
**SUBJECT:**

**CONSIDERATION OF RESOLUTION 18-6 FOR EXEMPTION TO THE 180-DAY WAIT PERIOD  
FOR HIRING A RETIREE AS A TEMPORARY EXTRA-HELP EMPLOYEE  
(GOVERNMENT CODE SECTIONS 7522.56 AND 21224)**

**INITIATED OR REQUESTED BY:**
 Council     Staff

 Other
**REPORT COORDINATED OR PREPARED BY:**

Liane Lee, Human Resources Manager

  
 Amanda Berlin, Assistant City Manager
ATTACHMENT     Yes     No Information Direction Action**OBJECTIVE**

The objective of this report is to provide the City Council with sufficient information to approve a Resolution to waive the 180-day period for hiring a retired annuitant.

**RECOMMENDED ACTION**

It is respectfully recommended that the City Council approve Resolution 18-6 for exemption to the 180-day wait period for hiring a retiree as a temporary extra-help employee.

**BACKGROUND**

The Public Employees' Pension Reform Act (PEPRA) made substantial changes to public employee pension laws in California. One of those changes requires retired annuitants to be separated from employment for at least 180 days before returning to work for an employer in the same retirement system from which they receive a pension. An exception can be made if the governing body adopts a Resolution to waive the separation period. The waiver allows the employer to hire a retired annuitant to perform work of limited duration, such as the elimination of backlogs, and limited term special projects.

The City recently made the transition to becoming an entitlement grant recipient under the federal Community Development Block Grant (CDBG) program. CDBG is a program with complicated regulations and unique administrative requirements that require specialized training. For its first year under the entitlement program, the City had staff with this expertise, but a recent retirement has left a temporary void. Certain staff in the Economic Development and Housing Department are now undergoing training and gaining experience in CDBG administration, but additional resources could be needed from time to time to supplement existing staff workload and to provide specialized CDBG-related training.

**ANALYSIS**

Staff recommends that Louise Collis, who retired as a Senior Program Manager in November 2017, be hired to work on an as-needed basis to assist with CDBG administration. Ms. Collis has a wealth of experience dealing with CDBG entitlement grants, both from past work in other jurisdictions and from her final year at the City of West Sacramento. Ms. Collis will be available on an on-call basis to assist with grant administration and to train other staff. As a retired annuitant under CalPERS, Ms. Collis will be limited to no more than 960 work hours per fiscal year, although it is anticipated that the actual need for on-call services will be substantially less than this cap number. It is anticipated the extra help will no longer be needed past June 30, 2019.

A Resolution must be submitted to CalPERS to be in compliance with State laws applicable to the hiring of a retired annuitant. CalPERS requires that this action be approved as part of the City Council's regular agenda, as opposed to the consent agenda.

**Environmental Considerations**

Not applicable

**Commission Recommendation**

Not applicable

**Strategic Plan Integration**

Not applicable



Alternatives

The Council could decide to not approve the Resolution and direct staff to identify another solution to this staffing need. This alternative is not recommended because the recommended action provides a viable temporary alternative at a cost that can be absorbed within the department's existing budget. Other alternatives, such as hiring an on-call consultant, would likely be more expensive and less expedient.

Coordination and Review

Economic Development and Housing staff have conferred with the Human Resources Division on this report.

Budget/Cost Impact

Any costs related to this item will be absorbed into the current Economic Development and Housing Department budget.

**ATTACHMENTS**

1. Resolution 18-8
2. Notice of Appointment of a Retired Annuitant

**RESOLUTION 18-6**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO FOR EXCEPTION TO THE 180-DAY WAIT PERIOD FOR HIRING A RETIREE AS A TEMPORARY EXTRA-HELP EMPLOYEE (GOVERNMENT CODE SECTIONS 7522.56 AND 21224)**

**WHEREAS**, in compliance with Government Code section 7522.56 the City of West Sacramento must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since his or her retirement date; and

**WHEREAS**, Louise Collis retired from the City of West Sacramento, Economic Development and Housing Department, in the position of Senior Program Manager, effective November 3, 2017; and

**WHEREAS**, Government Code section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is June 3, 2018, without this certification resolution; and

**WHEREAS**, Government Code section 7522.56 provides that this exception to the 180-day wait period shall not apply if the retiree accepts any retirement-related incentive; and

**WHEREAS**, the City of West Sacramento and Louise Collis certify that Louise Collis has not and will not receive a Golden Handshake or any other retirement-related incentive; and

**WHEREAS**, the City of West Sacramento hereby appoints Louise Collis as an extra-help retired annuitant to work on an as-needed basis to assist with Community Development Block Grant (CDBG) administration for the City of West Sacramento Economic Development and Housing Department under Government Code section 21224 effective January 18, 2018; and

**WHEREAS**, the entire employment appointment document between Louise Collis and the City of West Sacramento has been reviewed by this body and is attached hereto; and

**WHEREAS**, no matters, issues, terms or conditions related to this employment and appointment have been or will be placed on a consent calendar, and

**WHEREAS**, the employment shall be limited to 960 hours per fiscal year; and will have an start date of January 18, 2018 and an end date of June 30, 2019.

**WHEREAS**, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

**WHEREAS**, the maximum base salary for this position is \$8,816 per month and the hourly equivalent is \$50.86, and the minimum base salary for this position is \$7,254 per month and the hourly equivalent is \$41.85; and

**WHEREAS**, the hourly rate paid to Louise Collis will be \$50.00; and

**WHEREAS**, Louise Collis has not and will not receive any other benefit, incentive, compensation in lieu of benefit, or other form of compensation in addition to this hourly pay rate.

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

The City of West Sacramento hereby certifies the nature of the appointment of Louise Collis as described herein and detailed in the attached employment appointment document and that this appointment is necessary to work on an as-needed basis to assist with the CDBG

administration for the City of West Sacramento Economic Development and Housing Department by January 18, 2018, because the person in the position of Senior Program Manager related to CDBG administration for the Economic Development and Housing Department recently retired on November 3, 2017, and that the functions and duties of this position are necessary and important on a day-to-day basis to help ensure the efficient administration of the City's Community Development Block Grant.

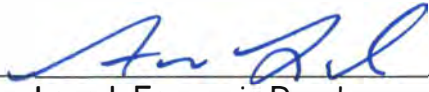
**PASSED AND ADOPTED** by the City Council of the City of West Sacramento this 17<sup>th</sup> day of January, 2018 by the following vote:

**AYES:**  
**NOES:**  
**ABSENT:**

\_\_\_\_\_  
Christopher L. Cabaldon, Mayor

**ATTEST:**

\_\_\_\_\_  
Kryss Rankin, City Clerk

<b>MEETING DATE:</b> January 17, 2018		<b>ITEM #</b> 13	
<b>SUBJECT:</b> UPDATE ON PIONEER BLUFF AND STONE LOCK REUSE MASTER PLAN: MOBILITY NETWORK			
<b>INITIATED OR REQUESTED BY:</b>  [ ] Council    [X] Staff  [ ] Other		<b>REPORT COORDINATED OR PREPARED BY:</b> Katie Yancey, Sr. Program Manager Jason McCoy, Supervising Transportation Planner   Aaron Laurel, Economic Development & Housing Director	
<b>ATTACHMENT</b>	<input checked="" type="checkbox"/> Yes    [ ] No	<input type="checkbox"/> Information	<input checked="" type="checkbox"/> Direction    [ ] Action

**OBJECTIVE**

The purpose of this report is to provide an overview to the City Council about the four draft Mobility Network alternatives for the Pioneer Bluff and Stone Lock Reuse Master Plan ("Master Plan") area, staff's recommended alternatives, and its relationship to the Broadway Bridge Project.

**RECOMMENDED ACTION**

Staff respectfully recommends that the City Council:

1. Receive an update on the Pioneer Bluff and Stone Lock Reuse Master Plan: Mobility Network; and
2. Consider the information provided and confirm the recommendations presented in this report.

**BACKGROUND**

In late 2014, the City Council approved the Pioneer Bluff Transition Plan (PBTP) which included an action plan for commencing with the City's efforts to de-industrialize Pioneer Bluff for future development as an urban mixed-use neighborhood. The PBTP identified two major inputs that needed to be defined before the City could complete the Master Plan: 1) the amount of developable land; and 2) the access and circulation network. In mid-2015, the City commenced its reuse planning efforts for the Master Plan area which is funded, in part, by a State Strategic Growth Council Sustainable Communities Planning (SGC) grant in the amount of \$377,561.

On September 20, 2017, the Council awarded a contract to AECOM for the preparation of a municipal utilities assessment report and the design of streetscape improvements within the Master Plan area. Their scope of work will ultimately result in preliminary engineering of the roadway elements of the Mobility Network. Once this deliverable is completed, both major inputs required to complete the Master Plan will be satisfied. In the staff report associated with the AECOM contract, staff described the progress that had been made in defining both the developable land (i.e. establishing the flood setback) and the future access and circulation system for the Master Plan area (i.e. completion of the Rail Relocation Study). Additionally, the staff report described the policy direction for the street network that was to inform AECOM's work product. Planning goals from the PBTP were also summarized along with prior Council direction related to the roadway system that was received at an October 21, 2015 City Council workshop, in addition to advisory commission feedback received at the May 2, 2016 Transportation, Mobility and Infrastructure (TMI) Commission meeting and at the May 25, 2016 Economic Development and Housing Commission meeting.

Earlier this month staff presented an update on master planning efforts to a group representing the majority of property owners in Pioneer Bluff. The information presented included comprehensive policy background information, the Mobility Network alternatives, and staff's recommended alternative. The purpose of this meeting was to seek input from these stakeholders and advise them of the intended use of the recommended alternative as it relates to the Master Plan and the Broadway Bridge project. The property owners in attendance voiced no objection to staff's recommended alternative or its intended uses.

**ANALYSIS**

The SGC grant agreement requires the Master Plan to be approved by the City Council no later than April 29, 2018. Staff anticipates presenting a complete draft of the Master Plan to the Planning Commission on March 1, 2018, to be followed by a Council workshop in March, and consideration of the final Master Plan in April.

The SGC grant work program explicitly states that the Master Plan must be in a format that does not trigger California Environmental Quality Act (CEQA) requirements and that the land uses described in the Master Plan must be consistent with the City's General Plan. This was an intentional concession, and not a requirement of the grant, as the PBTP states that the transition potential within the Pioneer Bluff District will be shaped by several major projects (de-industrialization and transportation) both within and outside the Master Plan area. These projects are proceeding on independent paths without an overreaching strategic approach to reconcile their timing and relationship to the redevelopment of the Master Plan area. Given that challenge, it would be highly speculative to complete environmental analysis of foreseeable impacts associated with all of the recommendations to be included in the Master Plan.

In adherence with the SGC grant, the Master Plan is designed to: 1) conduct due diligence on the General Plan vision and the existing related policy direction for Pioneer Bluff/Stone Lock; 2) to articulate a path for achieving all reasonably foreseeable implementation actions and projects needed to implement that vision; and 3) to assess and catalog the remaining actions and projects. The draft Mobility Network alternatives address all three of these objectives, however, this report focuses primarily on the first objective.

#### Existing City Planning Policy Documents

Land Use and Mobility Element policies within the 2016 General Plan direct the desired outcomes for the Pioneer Bluff/Stone Lock Mobility Network. The 2016 General Plan land use designation for the Pioneer Bluff District is "Riverfront Mixed-Use" and the Stone Lock District is "Mixed-Use Neighborhood Commercial" with the Pioneer Bluff designation being the more urban of the two. The Land Use Element requires preparation of a master plan for Pioneer Bluff, and encourages one for Stone Lock, that addresses the land use objectives and associated backbone infrastructure. The Land Use Element also requires that all new development be consistent with the Sacramento Area Council of Government's (SACOG) Blueprint Plan.

The Mobility Element requires increased connectivity (preferably through the preservation and continuation of a connected grid), a reduction in vehicle miles traveled (VMT), the removal of barriers caused by physical conditions (e.g. railways, the Sacramento River, and Deep Water Ship Channel), and the implementation of complete streets. The Mobility Element contains the City's circulation diagram and standards that depict the official classification of existing and proposed streets. Additionally, the Mobility Element mandates the implementation of the Bicycle, Pedestrian and Trail Master Plan, and directs specific outcomes related to pedestrian and bicycle improvements; such as separated sidewalks, low-stress bikeways, and block size. The General Plan was adopted with an associated programmatic-level environmental document.

The 2014 PBTP articulates desired land use and circulation outcomes and offers specific recommendations for segments of Pioneer Bluff's Mobility Network. The outcomes include South River Road functioning as a transit- and active transportation-supportive, neighborhood-friendly street, and that the Mobility Network includes a new north-south connection within, and additional east-west connections into, Pioneer Bluff. The PBTP assumes an 80' right-of-way width for the length of South River Road north of the McGowan Bridge to 15<sup>th</sup> Street, and the extension of Stone Boulevard at Jefferson Boulevard to South River Road. Lastly, the PBTP recommends for future consideration the potential realignment of South River Road and 15<sup>th</sup> Street, and the extension of Riverfront Street beyond the configuration prescribed in the Bridge District Specific Plan.

The 2013 Bike, Pedestrian, and Trail Master Plan (BPTMP) describes complete street metrics, identifies barriers that prevent connectivity into and within the Master Plan area, and recommends projects to enhance non-motorized circulation. The BPTMP defines the characteristics of low-street bicycle facilities (Class I and II), trails and pedestrian-oriented sidewalks. It identifies the short line railway along Jefferson Boulevard as a barrier to connectivity and Jefferson Boulevard and South River Road as two of the top three most difficult routes to bike in the City. Recommended in its planned low-stress facility projects are Class II bike lanes on South River Road within the Pioneer Bluff District, a Class I path along the Deep Water Ship Channel, and a Class I path along the Sacramento River levee in Pioneer Bluff and Stone Lock.

The 2009 Bridge District Specific Plan (BDSP) defines the location and functionality of Rail Street and that portion of Riverfront Street extending south of Highway 50 ("Riverfront Street Extension"). The BDSP's environmental document includes the Riverfront Street Extension and describes development capacity thresholds that trigger the construction of the extension. The City's Development Agreements with the Bridge District property owners obligate the City to construct the Riverfront Street Extension prior to reaching those thresholds. The Rail Street intersection with 15<sup>th</sup> Street is unresolved in the BDSP. The BDSP was adopted with an associated project-level environmental document.

The 2003 Riverfront Master Plan (RMP) includes certain desired urban design, mobility and recreational planning outcomes and offers a conceptual grid in Pioneer Bluff; as well as other recommendations for the Mobility Network. The RMP advises that the Pioneer Bluff District be redeveloped with new streets leading to and along the riverfront; emphasizing pedestrian and bicycle circulation with enhanced bikeways along Jefferson Boulevard, South River Road and the Sacramento River Levees. The RMP also recommends that the open space network include "Park Blocks" similar in size and function to those described in the 1993 Triangle Specific Plan. (When the Triangle Specific Plan was modernized and renamed the BDSP, the Park Blocks were replaced with the Universal Street concept, a more contemporary urban design application)

Diagrams contained within the RMP illustrate a conceptual street grid for the Pioneer Bluff District with additional connections to Jefferson Boulevard, including an east-west street north of 15<sup>th</sup> Street and south of Highway 50. In addition, the RMP recommends relocation of the short line rail along Jefferson Boulevard with a light rail extension into Southport in its place, and two new Sacramento River crossings within the area of the Pioneer Bluff District that include the Broadway Bridge and a non-vehicular (bicycle, pedestrian and transit) bridge between the Stone Lock District and Miller Park.

The 1998 Southport Framework Plan (SFP), as amended, includes a circulation plan for the Stone Lock District, including lane configurations for each roadway segment and associated cross-sections. The circulation diagram illustrates the location of existing roads in Stone Lock including those on the crown of levee, the extension of Locks Drive from Lake Washington to Jefferson Boulevard, the reconfiguration of Locks Drive from Jefferson Boulevard to Village Parkway, and a new half circle loop road connecting two roundabouts on Village Parkway. The SFP was adopted with an associated project-level environmental document.

#### Other Planning Policy Considerations

SACOG's Metropolitan Transportation Plan and Sustainable Communities Strategy (MTP/SCS) is a policy and strategy document that supports the implementation of the Regional Blueprint. The MTP/SCS identifies Transit Priority Areas (TPAs) within SACOG's six county boundary. The 2016 MTP/SCS includes the Master Plan area within West Sacramento's TPA boundary. This designation has implications for the Mobility Network, as the project area must be served by high-quality transit within a half-mile walking distance of transit stations with frequent service headways.

On May 10, 2017, the City Council adopted the Voluntary I-5 Sub-regional Corridor Mitigation Program ("I-5 Mitigation Program"). Based on the MTP/SCS's TPA designations within West Sacramento, the Master Plan area is not subject to the in-lieu mitigation fee, provided that future development within the area is served by streetcar with service levels consistent with SACOG requirements. Streetcar must cross the Deep Water Ship Channel in order for development within Stone Lock to be exempt from the fee program. The I-5 Mitigation Program list of eligible projects includes the streetcar project and Sacramento River Crossings.

#### Broadway Bridge Coordination

The 2011 River Crossings Alternatives Study identified the Broadway Bridge (and I Street Bridge Replacement Project to the north) as priority river crossings between Sacramento and West Sacramento. In 2015, the City Council approved the Broadway Bridge Feasibility Study (BBFS). The BBFS included four conceptual alignments for the bridge that translate into the most northern and southern feasible crossing alternatives, as well as cross-sections and possible touchdowns at either Jefferson Boulevard or South River Road. In 2016, staff commenced the next phase of work on the Broadway Bridge which is expected to be completed in 2020. The Council's selection of a preferred alignment is an identified milestone in the schedule.

Despite the interplay between the Broadway Bridge and the Master Plan's Mobility Network, staff has prepared the Mobility Network alternatives mostly independent of the Broadway Bridge project. This was intentional and done to maximize network connectivity, land use potential, and economic development potential of Pioneer Bluff first and foremost, then locate the bridge (in cooperation with the City of Sacramento) in a way that will further the economic and land use objectives of both Pioneer Bluff and Sacramento's Marina district. It is possible that a portion of Pioneer Bluff could transition into mixed-use development without the Broadway Bridge, instead relying solely on new east-west connections to Jefferson Boulevard. Additional considerations supporting independent planning include use of the Mobility Network as a consistency filter for the Broadway Bridge's environmental analysis, and maximizing future bridge alignment, cross-section and bridge landing discretion for the City Council. All three variables will influence the design and functionality of the network. To that end, staff endeavored to prepare the Mobility Network alternatives with an awareness of the bridge project and its potential impacts to the system, but not in deference to it. The resultant alternatives, which are summarized below, all sufficiently integrate with the range of proposed alignments, cross-sections and landings for the Broadway Bridge while preserving the primary economic objectives for Pioneer Bluff.



### Street Network Alternatives

Under staff direction, AECOM has prepared four Mobility Network Alternatives. Each of the four alternatives represent a different approach to balancing the policy inputs and the desired outcomes described above. The four draft alternatives are included as Attachments 1-4. These exhibits illustrate the proposed location and street classification for each of the road segments. Attachment 5 is a matrix that compares and contrasts the different alternatives.

In addition to the preparing Attachments 1-4, AECOM has prepared a corresponding draft combined layered network for each alternative. Attachments 6-9 illustrate draft combined priority and secondary pedestrian, transit (e.g. streetcar), bicycle and automobile corridors within each network alternative. Staff has previously used the combined layered network approach in the Washington Neighborhood as a tool for developing cross-sections and for ranking trade-offs of various functions within a right-of-way and for balancing the high cost of urban right-of-way acquisition with the mandate for the design and construction of "complete streets." With this approach not every street in the network is "complete" (i.e., not every user's needs are being meet), but every user's need is accommodated throughout the overall system.

### Recommended Alternative for Master Plan

The SCG work program requires that the Master Plan include a recommended conceptual multi-modal circulation network for the Master Plan area that includes planned and recommended mobility improvements. The SCG work program also requires specific deliverables that are derived from this network, such as an update on the infrastructure cost assumptions in the PBTP and an assessment of development feasibility. AECOM's scope of work includes the development of cross-sections, preliminary engineering and cost estimates for one network alternative, which will be used for the municipal utilities programmatic assessment (also in AECOM's scope of work). For these purposes, staff is recommending Alternative 3 (Attachment 3). Alternative 3 most closely aligns with the existing planning policies described in this report and implements prior Council and Commission direction. Additionally, Alternative 3 implements the policy guidance previously received from the City Council and the TMI and EDH Commissions and integrates with all four proposed Broadway Bridge alignments.

In the Pioneer Bluff District, Alternative 3 balances the network's design expectations of the "Riverfront Mixed-Use" land use designation with the functional north-south traffic demands induced by Southport. It is an extension of the Bridge District's grid that is dependent upon rail relocation to achieve full connectivity. However, it can be implemented independent of the potential Highway 50 on-ramp improvements and future flood protection improvements. Its design includes a new north/south and additional east/west connections as recommended in the policy documents. It proposes to realign Riverfront Street and 15<sup>th</sup> Street in a manner that is both protective of the Bridge District's circulation and anticipatory of the Broadway Bridge project. Implementation of the full network will require complete de-industrialization of Pioneer Bluff, and due to the northern relocation of South River Road to the east, only the southern portion of the road could be improved in the interim without significant throw-away.

In the Stone Lock District, Alternative 3 respects the flexibility of the "Mixed-Use Neighborhood Commercial" land use designation, which allows for residential density ranging from 12 to 60 dwelling units to the acre. This land use designation is intended to provide for lower intensity-development than in the Pioneer Bluff District. The network inherits several of the planned elements of the Southport Framework Plan's circulation diagram. It adds additional looping roads for increased connectivity to existing Southport neighborhoods and the waterfront. It converts the segment of South River Road east of Village Parkway on the crown of the levee into a Class I bike path and reconfigures the segment of the existing Locks Drive into an extension of La Jolla Street. Streetcar is proposed to extend from the Bridge District into the Stone Lock District and terminate at the northern roundabout on Village Parkway.

The following are staff's recommendations related to selecting a Mobility Network alternative:

*Recommendation 1: Approve Alternative 3 as the recommended Mobility Network for the Master Plan area.*

*Recommendation 2: Approve Alternative 3's draft Layered Network for the purposes of preparing draft cross-sections and return to Council with the recommended cross-sections and if necessary a revised Layered Network.*

### Environmental Considerations

For purposes of recommendations 1 and 2, there are no environmental considerations. However, completion of the Broadway Bridge environmental document requires an extensive traffic and circulation analysis be completed. The analysis must take into account the road network, transit and active transportation facilities

existing and proposed within both cities (Including Pioneer Bluff and Stone Lock in West Sacramento). This analysis cannot be commenced without approval of the preferred Mobility Network alternative, as the bridge alignment alternatives rely on the conceptual street network and road classifications to determine trip generation and capacity.

Once the preferred Mobility Network alternative has been approved by Council, the Broadway Bridge consultant team will work with staff to insert the road network into the traffic model to analyze circulation and air quality-related environmental impacts (if any) associated with the bridge and street network. The Broadway Bridge environmental document will detail the design year analysis, potential bridge opening day conditions (assumed at 2030) for the network in both jurisdictions, as well as cumulative traffic impacts.

Environmental technical studies are currently underway for the current TIGER grant-funded planning phase of the Broadway Bridge. The traffic analysis has been on-hold for approximately three months pending completion of the Master Plan circulation network alternatives. Council approval of the street network will enable the Broadway Bridge project to continue moving forward with traffic analysis scheduled to be completed by the end of the second quarter of 2018. Completion of the traffic analysis is required to commence the air quality/greenhouse gas emissions analysis for the project. The Administrative Draft Environmental Assessment/Environmental Impact Report (EA/EIR) is expected to be completed for Caltrans review by the end of 2018. The Public Review Draft is scheduled for release in early 2019.

The following are staff's recommendations related to integrating the preferred Mobility Network alternative into the environmental analysis and planning phase of the Broadway Bridge project:

*Recommendation 3: Conduct the Broadway Bridge's cumulative traffic impacts analysis using the recommended Mobility Network alternative for the Master Plan area.*

*Recommendation 4: Develop the opening-day condition for the roadway network based on the recommended Mobility Network alternative and return to Council with the recommended improvements.*

#### Commission Recommendation

On May 2, 2016, staff presented a Master Plan update to TMI Commission. The staff report and presentation included a discussion of the Council's previous direction and staff recommendations related to the design of the future street network. Staff recommendations to the TMI Commission included six draft policy objectives related to the street network. Those draft objectives were: 1) developing a street network that fosters compact urban development; 2) promoting walkable development through mixed-use pedestrian-oriented streetscape design; 3) providing new transit options including streetcar and added bus service; 4) providing enhanced and connected pedestrian facilities; 5) a connected network of bikeways and trails for community and recreational purposes; and 6) providing public access to the Sacramento River, Deep Water Ship Channel, and the Lock Facility. The TMI Commission concurred with staff's recommendations. The same policy considerations were presented the Economic Development and Housing on May 25, 2016 and similar concurrence was received.

#### Strategic Plan Integration

This item advances the 2016 Strategic Plan Policy Agenda High Priority item "Pioneer Bluff/Stone Lock De-industrialization and Reuse and the 2018 Strategic Plan Policy Agenda Top Priority item "Bridge Infrastructure: Broadway"

#### Alternatives

Alternatives to each of staff recommendations include:

1. As an alternative to Recommendations 1 and 2, the City Council could direct staff to rely upon one of the other three provided alternative Mobility Networks or to combine elements from two or more of the proposed alternatives (e.g. the northern half of Alternative 3 and with southern half of Alternative 4) into a new alternative. This is not recommended for two reasons: 1) Alternative 3 best balances and reflects the existing policy documents of the three alternatives, while both maintaining a fair degree of flexibility for future developers and providing enough details for meaningful analysis; and 2) The circulation and air-quality analysis currently on-hold for the federally funded Broadway Bridge project requires an approved road network to determine design year, opening day conditions, and cumulative impacts. Delay in road network approval will result in continued delay of the Broadway Bridge project, will further impact the TIGER grant schedule, and with continued delay, may jeopardize awarded TIGER grant funds.
2. As an alternative to Recommendations 3 and 4, the City Council could direct the Broadway Bridge to assume a cumulative roadway condition that does not match the Master Plan recommendations (e.g. staff could



analyze impacts using the existing road network as the future condition). This alternative is not recommended as it would result in inconsistency between the planning efforts, would not allow staff to leverage the Broadway Bridge's traffic analysis for future Master Plan area efforts, and would run counter to the objectives of both the Broadway Bridge and Pioneer Bluff Master Plan projects.

#### Coordination and Review

This report has been prepared in coordination with the Community Development Department's Planning Division and the Public Works Department's Transportation Division.

#### Budget/Cost Impact

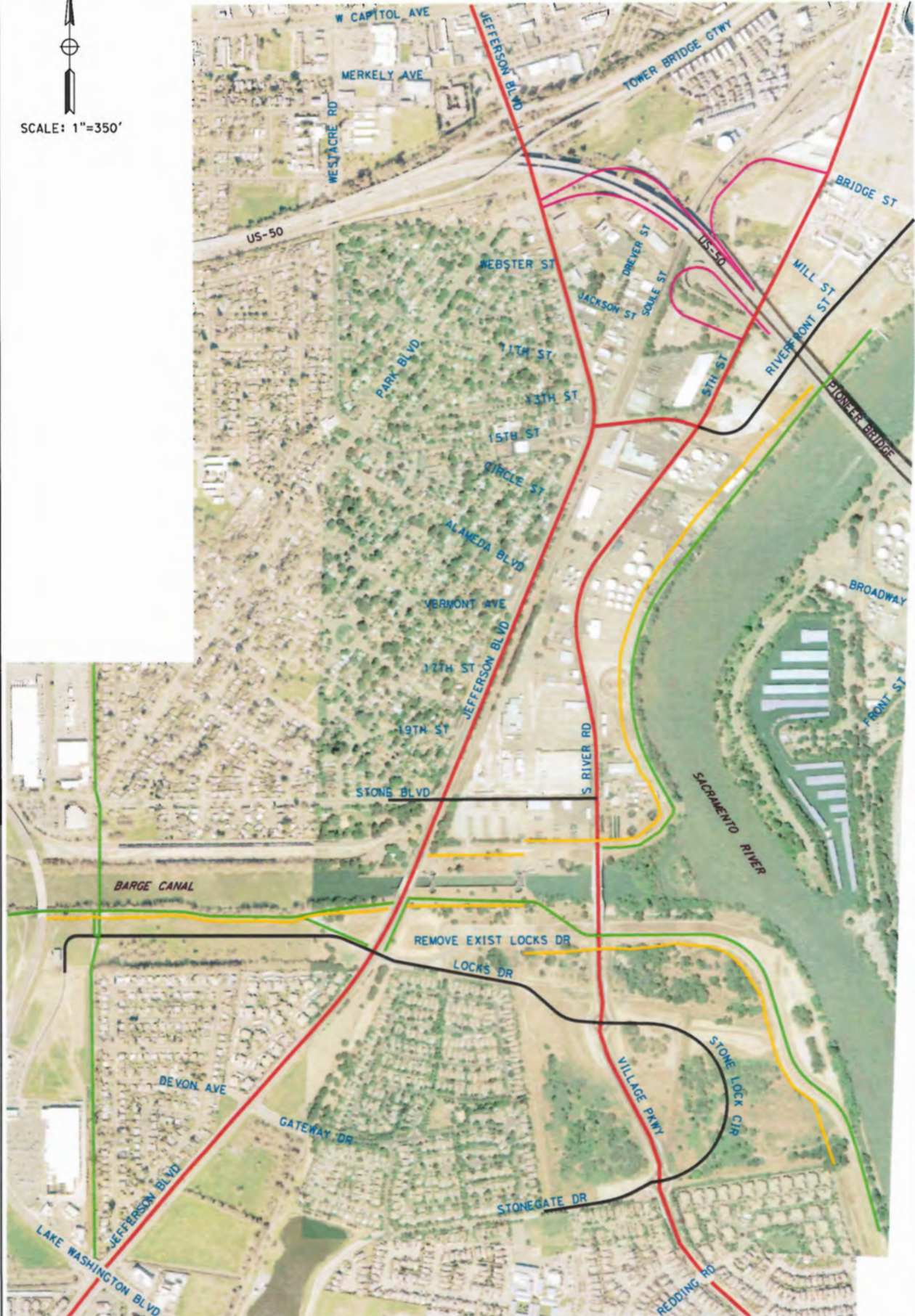
There are no cost implications at this time.

#### **ATTACHMENT(S)**

1. Mobility Network-Alternative 1
2. Mobility Network-Alternative 2
3. Mobility Network-Alternative 3
4. Mobility Network-Alternative 4
5. Comparison Matrix
6. Layer Network-Alternative 1
7. Layer Network-Alternative 2
8. Layer Network-Alternative 3
9. Layer Network-Alternative 4



SCALE: 1"=350'



LEGEND	
	ARTERIAL
	COLLECTOR
	FREEWAY RAMP
	MULTI-USE TRAIL
	POSSIBLE BRIDGE CONNECTION
	LEVEE SETBACK

CITY OF WEST SACRAMENTO  
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 HOUSING DEPARTMENT  
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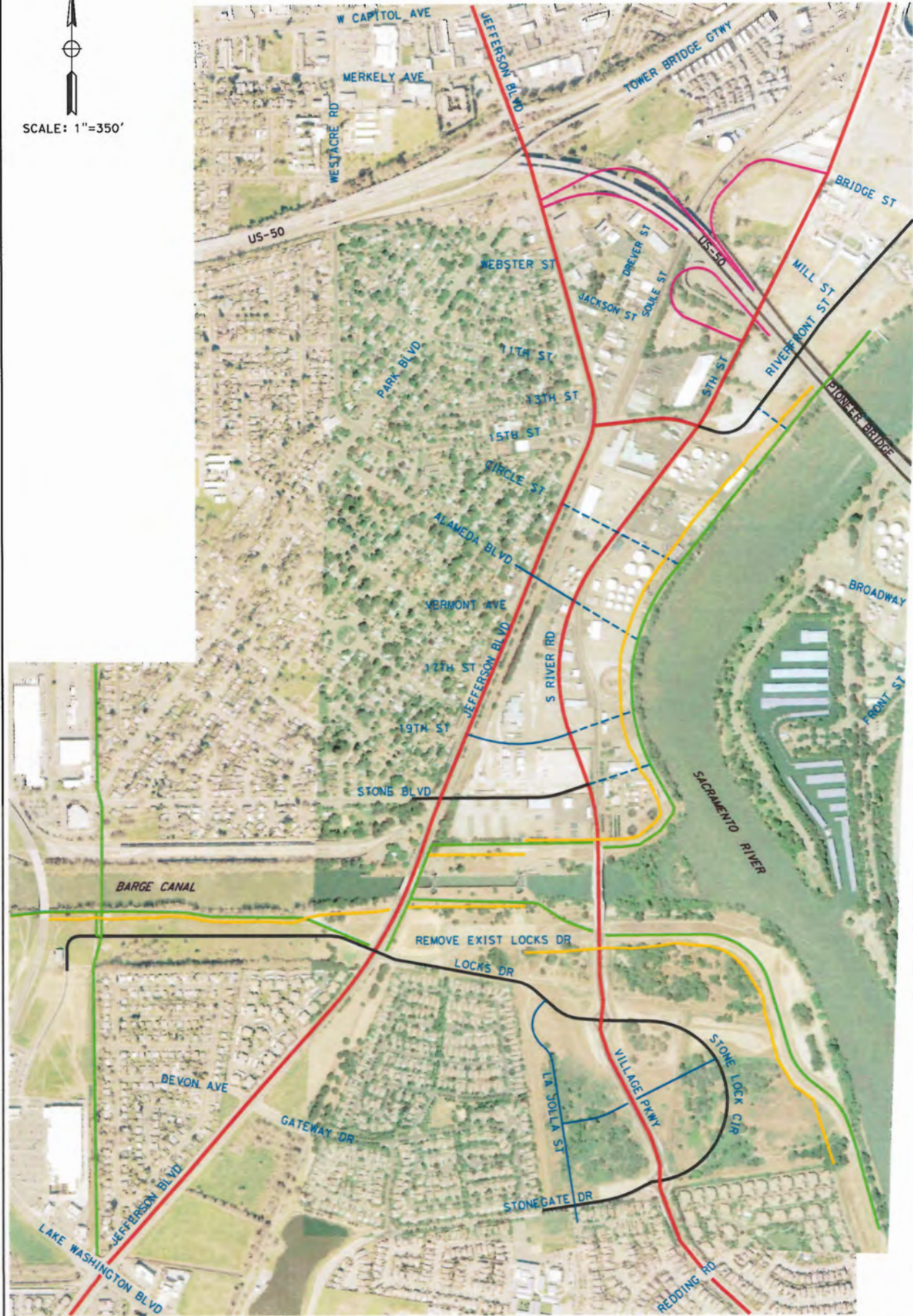


PIONEER BLUFF & STONE LOCK  
 REUSE MASTER PLAN  
**MOBILITY NETWORK**  
 ALTERNATIVE 1 - DECEMBER 2017





SCALE: 1"=350'



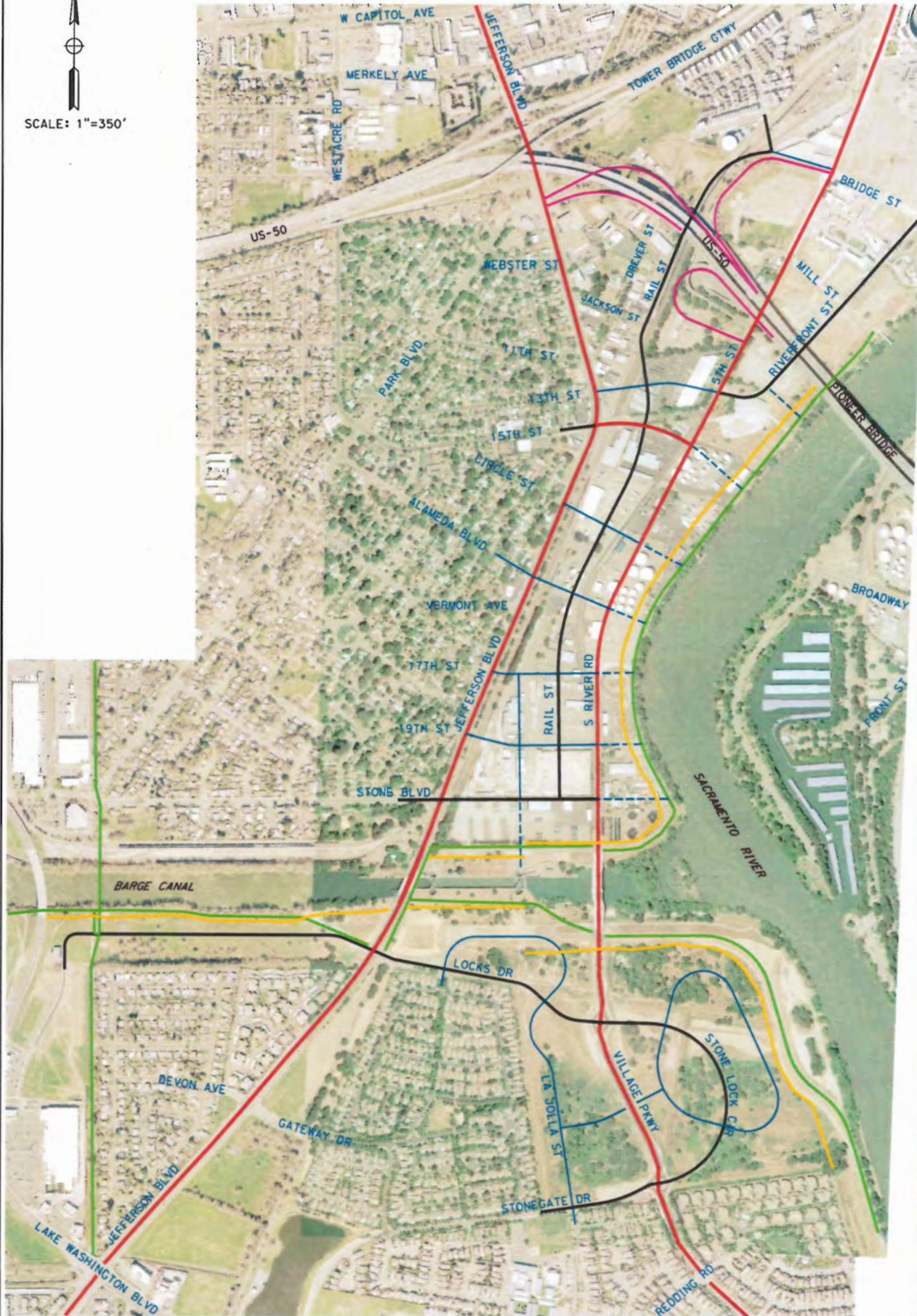
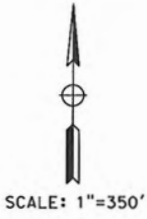
LEGEND	
	ARTERIAL
	COLLECTOR
	FREEWAY RAMP
	MULTI-USE TRAIL
	POSSIBLE BRIDGE CONNECTION
	LEVEE SETBACK
	LOCAL
	UNIVERSAL ST

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**MOBILITY NETWORK**  
 ALTERNATIVE 2 - DECEMBER 2017





**LEGEND**

	ARTERIAL		LEVEE SETBACK
	COLLECTOR		LOCAL
	FREEWAY RAMP		UNIVERSAL ST
	MULTI-USE TRAIL		POSSIBLE BRIDGE CONNECTION

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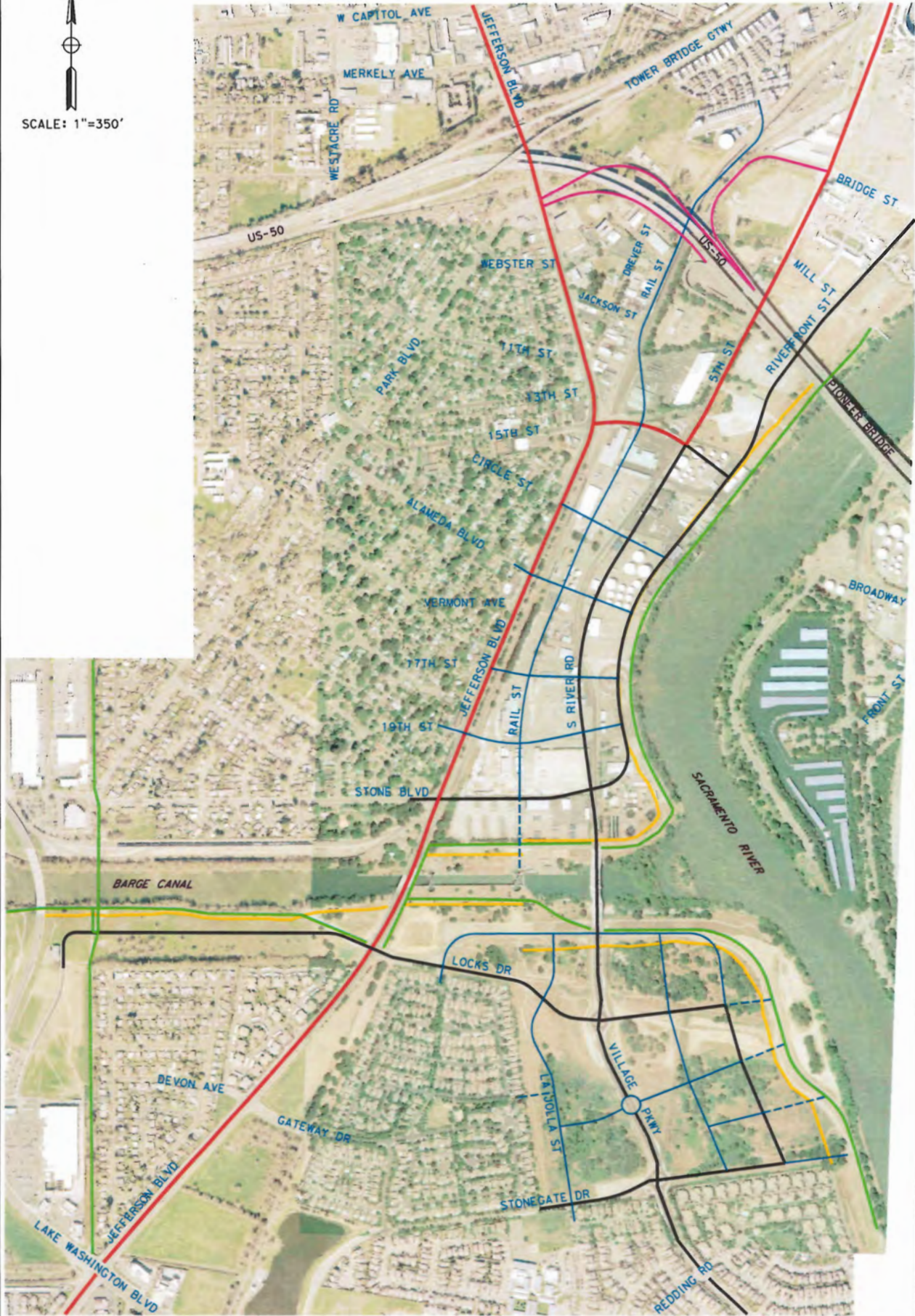


PIONEER BLUFF & STONE LOCK  
 REUSE MASTER PLAN  
**MOBILITY NETWORK**  
 ALTERNATIVE 3 - DECEMBER 2017





SCALE: 1"=350'



**LEGEND**

	ARTERIAL		LEVEE SETBACK
	COLLECTOR		LOCAL
	FREEWAY RAMP		UNIVERSAL ST
	MULTI-USE TRAIL		POSSIBLE BRIDGE CONNECTION

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**MOBILITY NETWORK**  
 ALTERNATIVE 4 - DECEMBER 2017

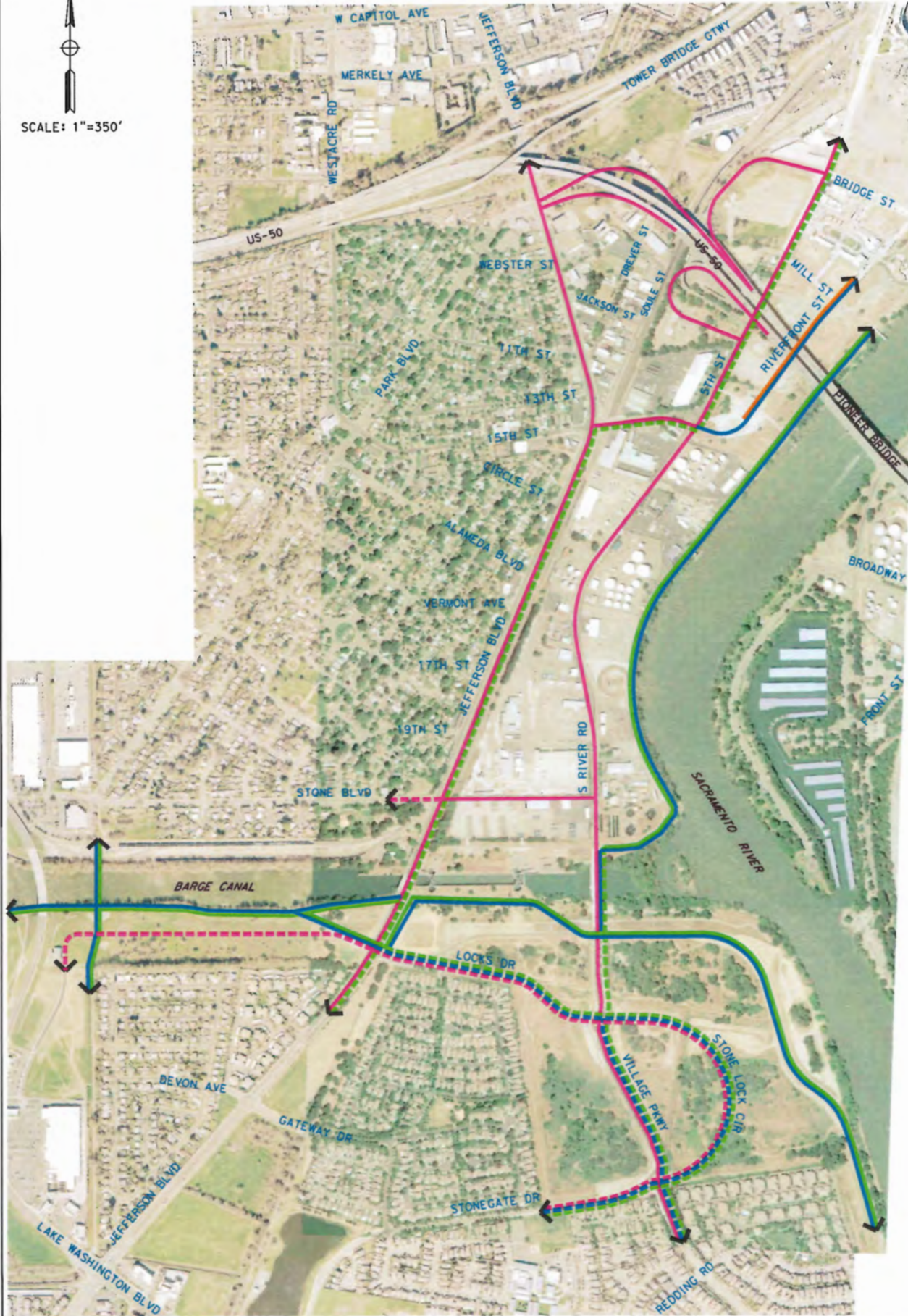


Alternatives	Outcomes				Street Functionality						Regional Projects					De-industrialization	
	Connectivity Enhancements	Development Patterns	Developer Discretion	Development Efficiency	South River Road/5th Street	Rail Street	Riverfront Street	Village Parkway	15th Street	La Jolla Street	Rail Relocation	Broadway Bridge	Hwy 50 On-Ramp	Flood Setback	Streetcar	Business Relocation	SSR Interim Improvements
1A	Very Limited One new east-west connection on Jefferson Blvd @ Stone Blvd	Undefined Land use is not informed by the roadway network; may not support the General Plan land uses	Excellent Almost all internal roads will be determined by the developer	High Parcel boundaries remain mostly unchanged	Remains in place and is upgraded to an "Arterial" road	N/A	Remains in place as described in BDSP	Remains in place and is upgraded to an "Arterial" road	Remains in place and connects to Jefferson Blvd and Riverfront St	N/A	Requires a modified at-grade cross at Stone Blvd; may not require rail relocation	Accommodates alignments B-D, all cross-sections and all touchdowns	The network can proceed without retrofit	Removes roads on the crown of the levee	Streetcar's southern boundary is the Broadway Bridge	Minor relocation activity required	0% throw away
2A	Good Four new east-west connections on Jefferson Blvd (@ Stone Blvd, new signal @ Alameda Blvd, right in/out @ 19th St, a Universal Street at Circle St) and five Universal St in PB and new neighborhood connection in SL (@ La Jolla St)	Semi-Defined Network may support urban residential or business park in PB and will support suburban in SL	Good About 70% of the roadway network will be determined by the developer	Moderate New east-west connections split parcels in PB	60% remains in place and is upgraded to an "Arterial" road	N/A	Remains in place as described in BDSP	Remains in place and is upgraded to an "Arterial" road with new crossing mid-point between roundabouts	Remains in place and connects to Jefferson Blvd and 5th Street at Riverfront St	Connects to Locks Dr	Requires a modified at-grade cross at Stone Blvd and a new crossing at Alameda Blvd; requires rail relocation	Accommodates alignments B-D, all cross-sections and all touchdowns	The network can proceed without retrofit	Removes roads on the crown of the levee	Streetcar's southern boundary is the Broadway Bridge	Moderate relocation activity required	40% throw away
3A	Great Five new east-west connections on Jefferson Blvd (@ Stone Blvd, new signal @ Alameda Blvd, Right in/out @ 19th St and @17th St and @ Circle), one new north-south connection to the BD (@ Rail St) and seven Universal St in PB and new neighborhood connections in SL (@ La Jolla St and @ Locks Dr)	Defined Network supports urban development in PB and supports suburban development in SL	Fair Less than 20% will be determined by the developer	Very Low New north-south and east-west connections split parcels, and SSR is partially relocated	30% remains in place and is upgraded to an "Arterial" road	Resolves the BDSP intersection and creates a new north-south Collector	Moves north of 15th St and connects to Jefferson Blvd @ 13th St	Remains in place and is upgraded to an "Arterial" road with new crossing mid-point between existing roundabouts	Relocated to the south and connects to 5th St at a T-Intersection with a Universal Street	Connects to Locks Dr and Marina Green	Requires a modified at-grade cross at Stone Blvd and 15th St and a new crossing at Alameda Blvd; requires rail relocation	Accommodates all alignments, all cross-sections and all touchdowns	The network can proceed without retrofit	Removes roads on the crown of the levee	Streetcar's southern boundary is the northern roundabout on Village Parkway	Complete de-industrialization; including a conforming use	70% throw away
4B	Excellent Five new east-west connections on Jefferson Blvd (@ Stone Blvd, new signals @ Alameda Blvd and @ 19th St, right in/out @17th St and @ Circle) and two new north-south connections in BD (@ Rail St and @ Riverfront St) in PB and new grid in SL with connections @ La Jolla St and Locks Dr	Defined Supports urban development in PB and SL	Poor Less than 10% will be determined by the developer	Very Low New north-south and east-west connections split parcels, and SSR is partially relocated	5% remains in place and remains a "Collector" road	Resolves the BDSP intersection and creates a new north-south Local road	Connects at a T-intersection to 15th St, continues south along the crown of the levee until it curves into Stone Blvd	Remains in place and remains a "Collector" road with roundabout installed mid-point between existing roundabouts	Relocated to the south and connects to 5th St; also connects to the Riverfront St extension	Connects to Locks Dr and South River Road	Requires a modified at-grade cross at Stone Blvd and 15th St and a new crossing at Alameda Blvd; requires rail relocation	Accommodates all alignments, a two-lane cross-section and all touchdowns	The network requires removal	Riverfront St and South River Rd are both located on the crown of the levee and require approval State and Federal approval; would be subject to a flood protection easement; would trigger flood protection improvements	Streetcar's southern boundary is the northern roundabout on Village Parkway	Complete de-industrialization	95% throw away





SCALE: 1"=350'



LEGEND	
	AUTO PRIMARY
	AUTO SECONDARY
	PEDESTRIAN PRIMARY
	PEDESTRIAN SECONDARY
	TRANSIT
	BIKE PRIMARY
	BIKE SECONDARY

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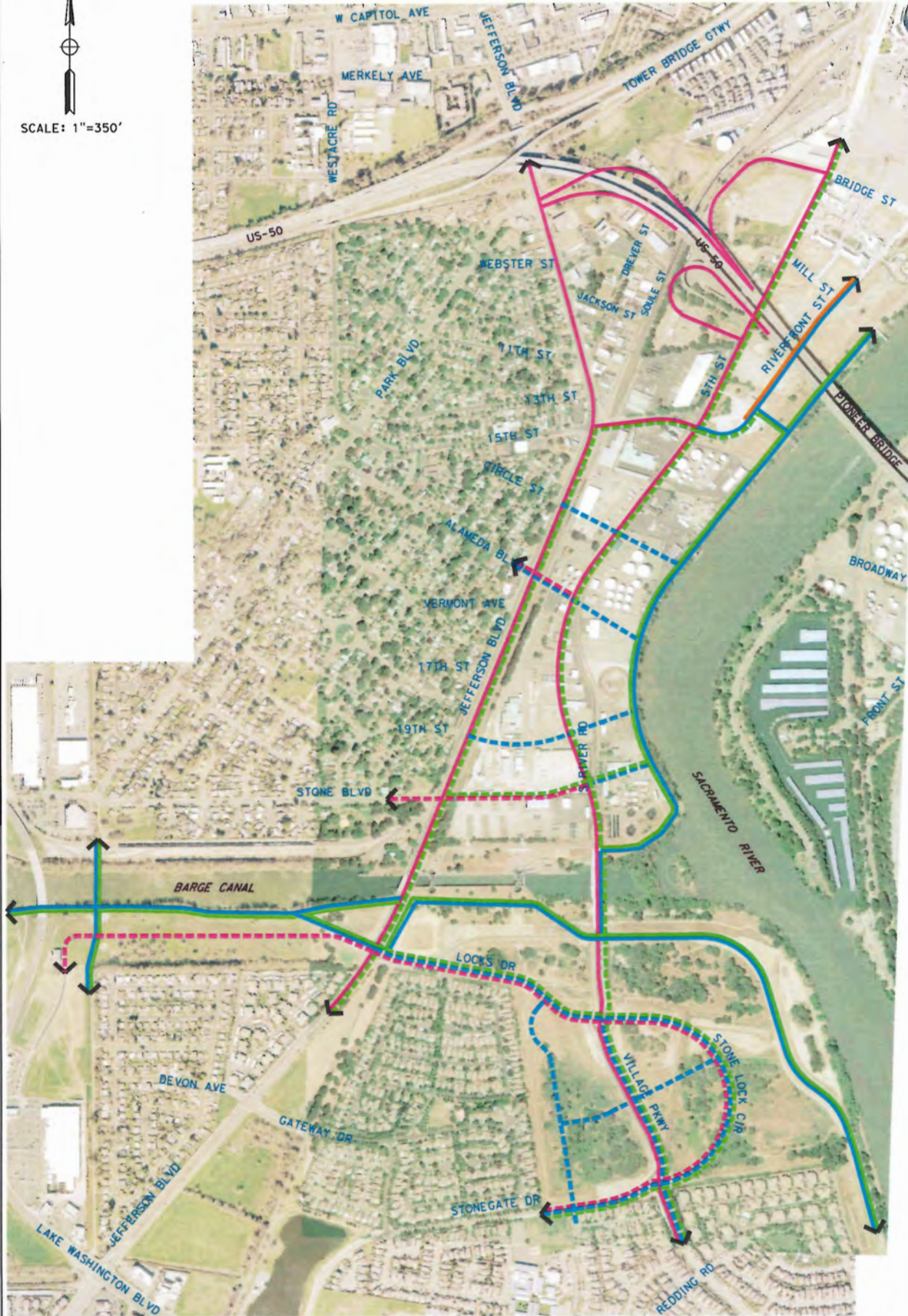


PIONEER BLUFF & STONE LOCK  
 REUSE MASTER PLAN  
**LAYERED NETWORK**  
 ALTERNATIVE 1 - DECEMBER 2017





SCALE: 1"=350'



LEGEND	
<span style="color: red;">—</span>	AUTO PRIMARY
<span style="color: blue;">—</span>	AUTO SECONDARY
<span style="color: green;">—</span>	BIKE PRIMARY
<span style="color: yellow;">—</span>	BIKE SECONDARY
<span style="color: orange;">—</span>	PEDESTRIAN PRIMARY
<span style="color: purple;">—</span>	PEDESTRIAN SECONDARY
<span style="color: black;">—</span>	TRANSIT

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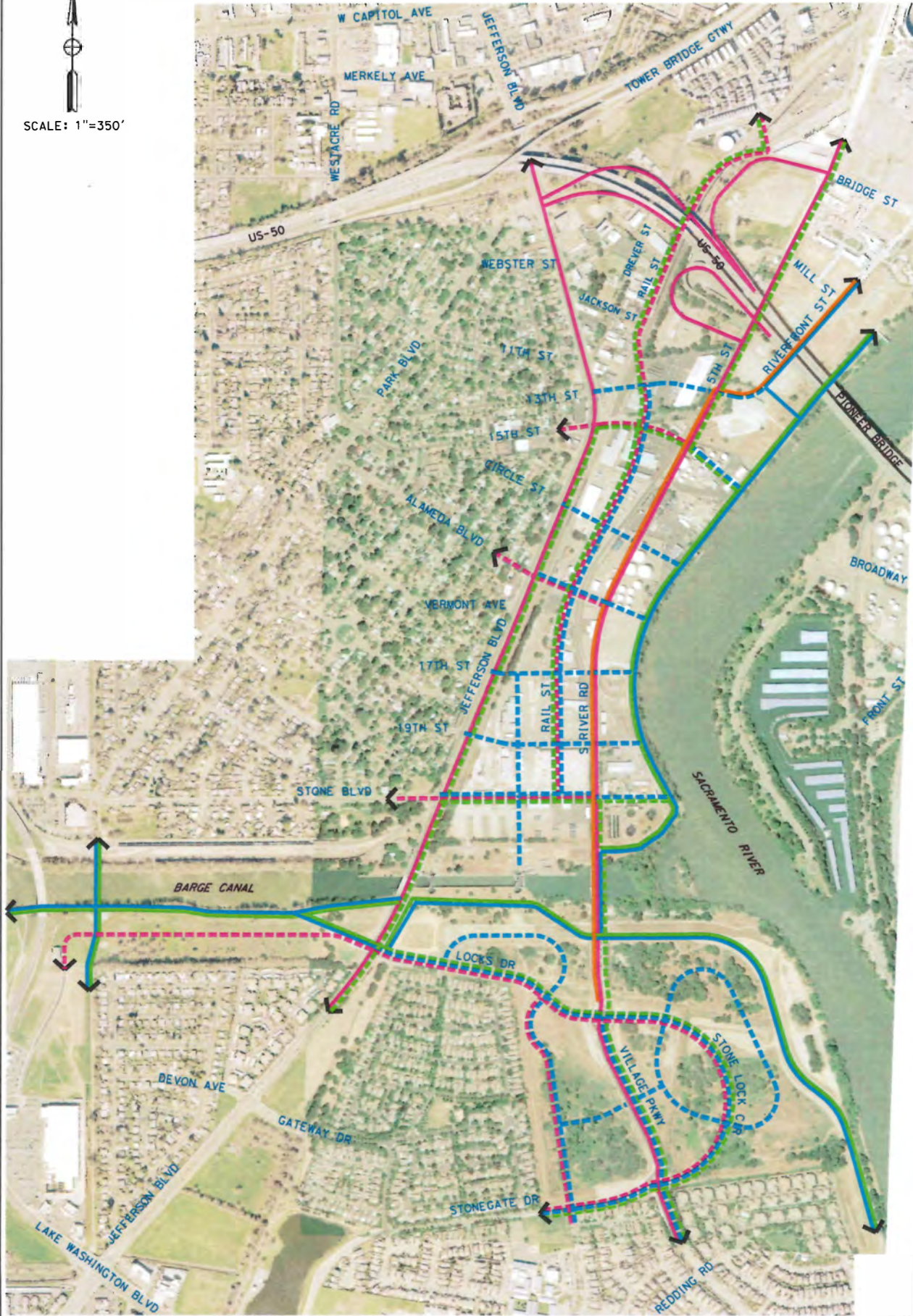


PIONEER BLUFF & STONE LOCK  
 REUSE MASTER PLAN  
**LAYERED NETWORK**  
 ALTERNATIVE 2 - DECEMBER 2017





SCALE: 1"=350'



**LEGEND**

	AUTO PRIMARY		BIKE PRIMARY
	AUTO SECONDARY		BIKE SECONDARY
	PEDESTRIAN PRIMARY		
	PEDESTRIAN SECONDARY		
	TRANSIT		

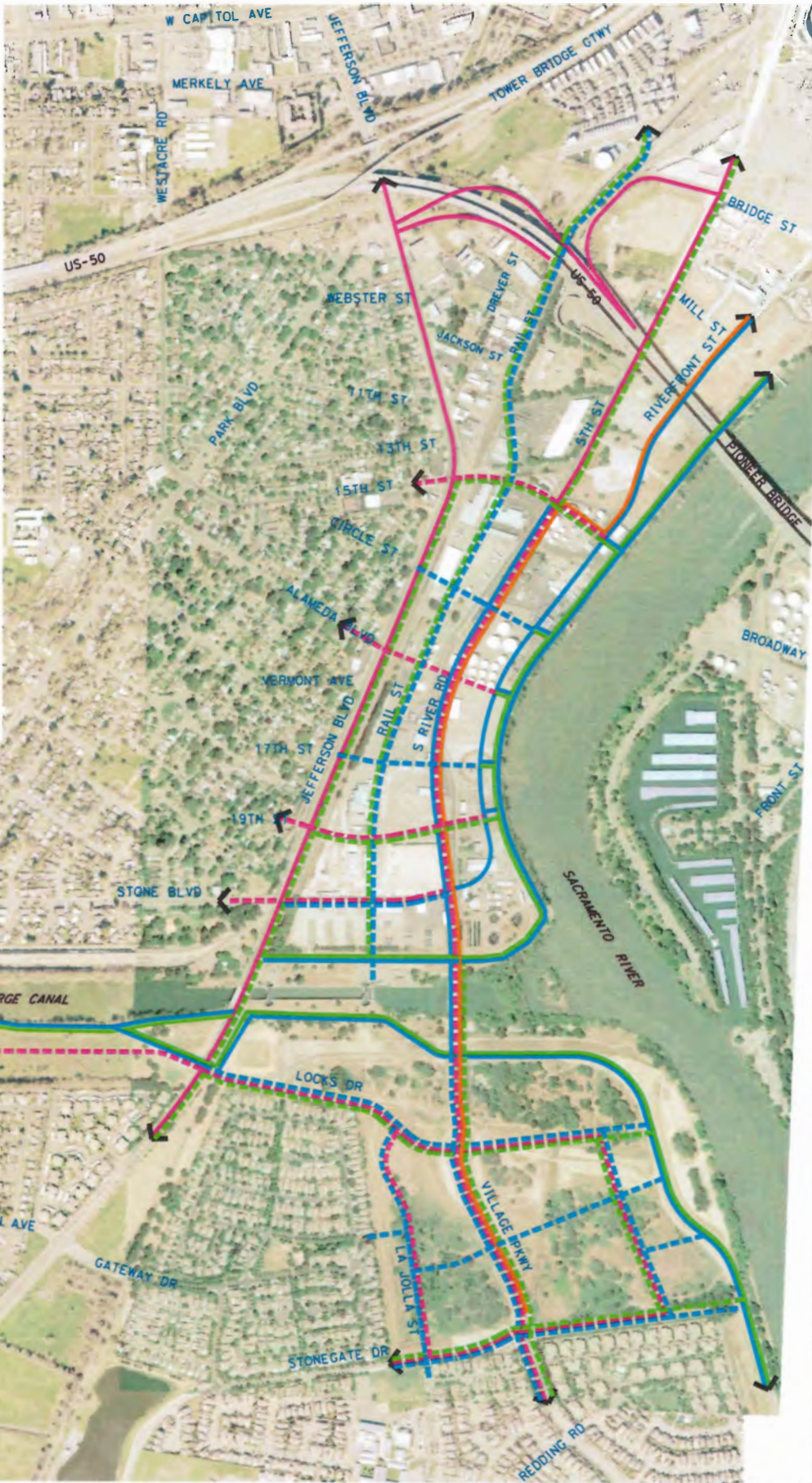
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PIONEER BLUFF & STONE LOCK  
 REUSE MASTER PLAN  
**LAYERED NETWORK**  
 ALTERNATIVE 3 - DECEMBER 2017

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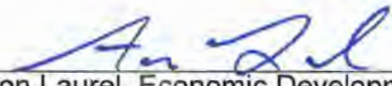
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[Blue dashed line]	PEDESTRIAN PRIMARY		
[Light blue dashed line]	PEDESTRIAN SECONDARY		
[Solid blue line]	TRANSIT		

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PIONEER BLUFF & STONE LOCK  
 REUSE MASTER PLAN  
**LAYERED NETWORK**  
 ALTERNATIVE 4 - DECEMBER 2017



MEETING DATE: January 17, 2018		ITEM #   4	
<b>SUBJECT:</b> <b>CONSIDERATION OF RESOLUTION 18-7 AUTHORIZING AN APPLICATION TO THE STATE OF CALIFORNIA NATURAL RESOURCES AGENCY FOR \$1.5 MILLION IN LAND AND WATER CONSERVATION GRANT FUNDS FOR THE BRIDGE DISTRICT PLAZA PROJECT</b>			
<b>INITIATED OR REQUESTED BY:</b> <input type="checkbox"/> Council <input checked="" type="checkbox"/> Staff <input type="checkbox"/> Other		<b>REPORT COORDINATED OR PREPARED BY:</b> Erin Rivas, Senior Analyst   Aaron Laurel, Economic Development & Housing Director	
ATTACHMENT	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Information <input type="checkbox"/> Direction <input checked="" type="checkbox"/> Action

**OBJECTIVE**

This report requests City Council authorization to submit a grant application to the State of California Natural Resources Agency for a Land and Water Conservation Funds (LWCF) grant for up to \$1,500,000 for the Bridge District Plaza Project.

**RECOMMENDED ACTION**

It is respectfully recommended that the City Council:

1. Approve Resolution 18-7 authorizing the application to California Natural Resources Agency for Land and Water Conservation Funds grant for the acquisition of the Bridge District Plaza Project site;
2. Authorize the City Manager or his designee to accept the award of grant funds, should the application be successful; and
3. Execute the Land and Water Conservation Fund Grant Agreement and undertake any actions provided in the Land and Water Conservation Fund Grant Agreement to fund the acquisition of the Bridge District Plaza Project site.

**BACKGROUND**

The City's 2003 Parks Master Plan calls for improved access to water and water related activities, including passive use. The Plan also calls for an increased number and variety of facilities. A goal of the Bridge District Specific Plan, updated in 2009, is to create new open space, river access, and recreational opportunities. Each of these policy documents support the importance of private and public development along the riverfront. Development of the riverfront trail, and a string of green open spaces, creates an opportunity for non-vehicular multi-modal transportation connectivity, and an element of cohesiveness along the City's riverfront corridor. The open recreational space will provide a venue for social gatherings, celebrations, and countless private and public events.

The proposed Bridge District Plaza Project site links directly with the River Walk Trail, which is used as a hiking and biking trail, and provides access to the Bridge District with its high density mixed use commercial and residential development. The proposed future public park space on the Sacramento River at this location will benefit residents, employees, visitors, businesses, and neighboring improvements. Providing recreational uses helps fulfill the vision of the Riverfront Master Plan, the Bridge District Specific Plan, Bridge District 2014 Plan, and the West Sacramento General Plan. Together with nearby boating facilities, and other parks, this area is a tremendous cultural and recreational asset.

**Land and Water Conservation Fund Program**

The LWCF is a Federal program administered by the State of California Natural Resources Agency Department of Parks and Recreation. The LWCF was established in 1964 by Congress to safeguard watersheds and drinking water supplies, preserve cultural resources, and conserve natural areas and open spaces wildlife and recreation.

LWCF funds are available to cities, counties, federally recognized Native American tribes, Joint Powers Authorities where all members are public agencies, non-state agency recreation and park district and special districts authorized to acquire, develop, operate and maintain park and recreation areas. The maximum grant award is \$3,000,000 and a minimum 50% match of the total project costs is required from the local agency. LWCF funded projects must be placed under federal protection to preserve the public's outdoor recreational use of the site in perpetuity for the benefit of future generations. Applications must be postmarked by February 5, 2018.

**ANALYSIS**

Staff has analyzed the guidelines for the LWCF program and determined that the Bridge District Plaza project would be appropriate and competitive for grant funding. Projects that receive funding for land acquisition must result in a new recreational opportunity for the public within three years following the completion of the acquisition. If the City is awarded the grant funding, the funds will be solely used to purchase the park property. The development of the park space will be phased and financed separately from a combination of City funds.

**Environmental Considerations**

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

**Commission Recommendation**

Not applicable

**Strategic Plan Integration**

Submitting this grant application for the Raley's Dock Project aligns with Vision 2027 *Guiding Principle B, "Riverfront: A Regional Destination,"* providing public access for recreational use with the River Walk. The application also meets the objectives of Goal 2 ("Riverfront Alive") of the City's Strategic Plan 2012, by implementing the Joint Riverfront Master Plan and enhancing public access, recreational and cultural opportunities.

**Alternatives**

The following alternatives are available to the Council:

1. Approve Resolution 18-07 authorizing submission of the LWCF grant application, and authorizing the City Manager or his designee to execute the LWCF Grant Agreement with the California Natural Resources Agency and undertake any actions provided in the Agreement.
2. Choose not to submit a grant application for the current round of grant funding.

Staff recommends that City Council approve Alternative 1, as it meets the objective of the City Council's Strategic Plan 2012 by implementing the Joint Riverfront Master Plan and enhancing public access, recreational and cultural opportunities, and it aligns with Vision 2027 Guiding Principle B, "Riverfront: A Regional Destination," by providing public access for recreational use within the River Walk. Alternative 2 is not recommended, as the cost to purchase the proposed Bridge District Plaza Project site will rest solely on the City in addition to the future development expense. The City should actively seek any, and all, outside funding sources that are feasible.

**Coordination and Review**

The Public Works Department, Community Development Department, Economic Development Department and Administrative Services Department coordinated efforts in the preparation of this grant application.

**Budget/Cost Impact**

The overall project budget is \$3,000,000. Local Match funds must be at least 50% of the project cost, or \$1,500,000. If the City is successful receiving the grant, staff will return to establish the Capital Improvement Project budget, and authorize the appropriation of grant matching funds. Since Resolution 18-07 simply authorizes the application for grant funding, there is no new budget impact associated with submission of the LCWF grant application at this time. The source of the \$1,500,000 from the Bridge District Fund Group (Fund 405, 296, 761, & 792) with an unencumbered projected fund balance of \$1.53 million at the end of FY 2018/19. This would exhaust current and projected funding sources from the Bridge District Fund Group over the Biennial budget cycle. The following summarizes the project budget:

Project Uses		Funding Sources	
Property Acquisition Bridge District Plaza Project site	\$ 3,000,000	LWCF grant	\$ 1,500,000
		Bridge District Fund Group	\$ 1,500,000
Total funding sources	\$ 3,000,000	Total expenditures	\$ 3,000,000

**ATTACHMENTS**

1. Resolution 18-7
2. Site Map

Resolution No. 18-07  
**RESOLUTION OF THE** (Applicant's Governing Body):  
West Sacramento City Council  
**APPROVING THE APPLICATION FOR LAND  
AND WATER CONSERVATION FUND**  
Bridge District Plaza **PROJECT**

WHEREAS, the Congress under Public Law 88-578 has authorized the establishment of a federal Land and Water Conservation Fund Grant-In-Aid program, providing Matching funds to the State of California and its political subdivisions for acquiring lands and developing Facilities for public outdoor recreation purposes; and

WHEREAS, the California Department of Parks and Recreation is responsible for administration of the program in the State, setting up necessary rules and procedures governing Applications by local agencies under the program; and

WHEREAS, the Applicant certifies by resolution the approval of the Application and the availability of eligible Matching funds prior to submission of the Application to the State; and

NOW, THEREFORE, BE IT RESOLVED that the (Governing Body):

West Sacramento City Council hereby:

1. Approves the filing of an Application for Land and Water Conservation Fund assistance for the proposed;  
(Project Name): Bridge District Plaza Project
2. Agrees to abide by Section 6(f)(3) of Public Law 88-578 which states "No property acquired or developed with assistance under this section shall, without the approval of the National Secretary of the Interior, be converted to other than public outdoor recreation uses. The Secretary shall approve such conversion only if he finds it to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions as he deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location."
3. Certifies that said agency has Matching funds from eligible source(s) and can finance 100 percent of the Project, which up to half may be reimbursed; and
4. Appoints the (Authorized Representative Designated Position Title):  
Martin Tuttle as agent of the Applicant to conduct all negotiations and execute and submit all documents, including, but not limited to, Applications, Contracts, amendments, payment requests, and compliance with all applicable current state and federal laws which may be necessary for the completion of the aforementioned Project.

Approved and Adopted on the 17 day of January, 2018.

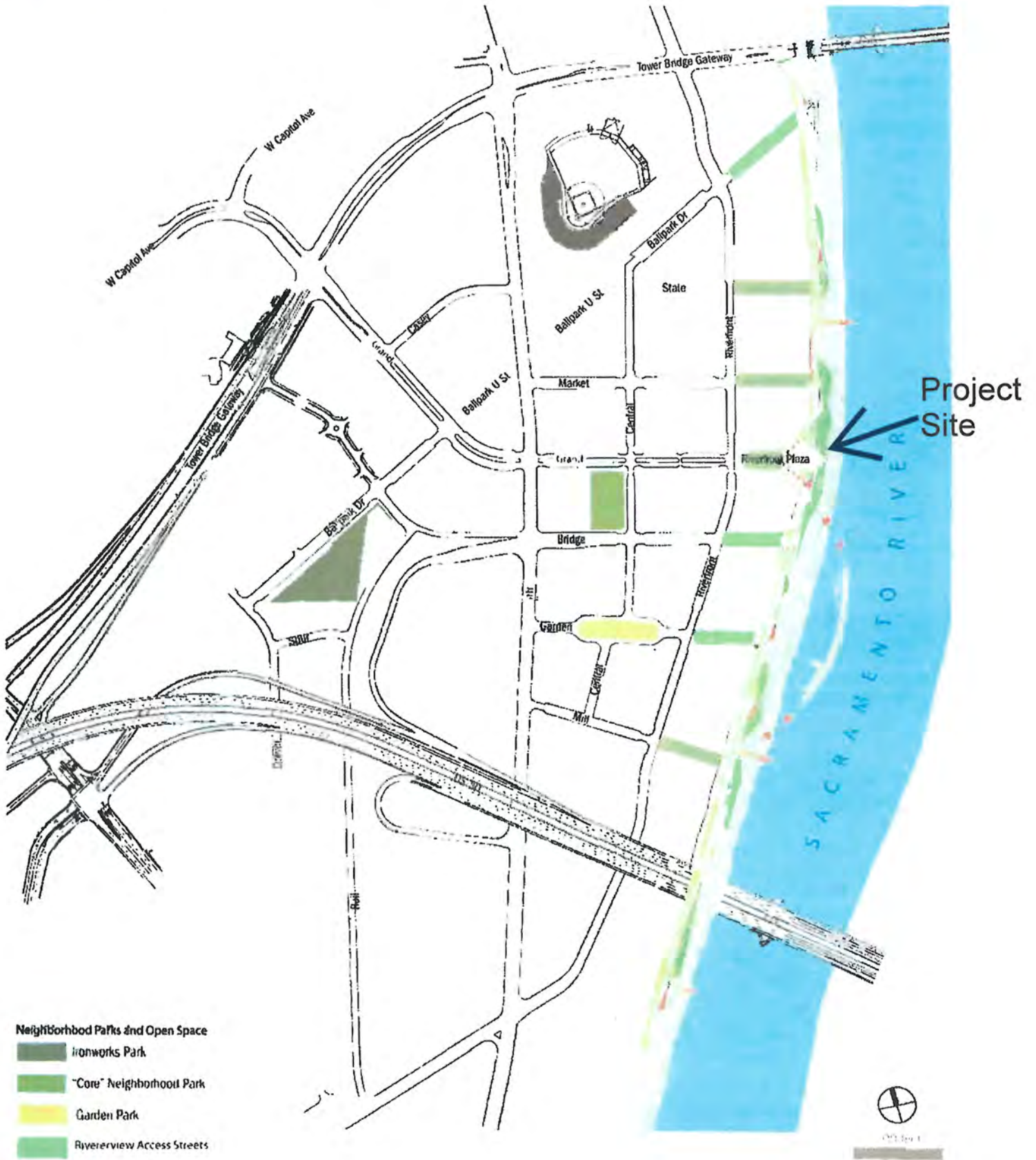
I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by (Applicant's Governing Body): West Sacramento City Council following a roll call vote:

Ayes  
Noes  
Absent

\_\_\_\_\_  
(Clerk)



# Exhibit 15: Bridge District Park Plan



Project Site

MEETING DATE: January 17, 2018

ITEM # 15

**SUBJECT:****CONSIDERATION OF A PRESENTATION ON THE COMMISSION ON ACCREDITATION FOR LAW ENFORCEMENT AGENCIES AWARD****INITIATED OR REQUESTED BY:**

[ ] Council [X] Staff

[ ] Other

**REPORT COORDINATED OR PREPARED BY:**

Dawna Jones, Senior Analyst


  
 (for Chief McDonald)
   
 Thomas McDonald, Police Chief

**ATTACHMENT** [ ] Yes [X] No [X] Information [ ] Direction [ ] Action
**OBJECTIVE**

The purpose of this report is to present information regarding the West Sacramento Police Department's recent award of accreditation by the Commission on Accreditation for Law Enforcement Agencies (CALEA).

**RECOMMENDED ACTION**

It is respectfully recommended that the Council hear the presentation on the CALEA award and provide feedback.

**BACKGROUND**

The Department sought accreditation because it strives for professional excellence and the CALEA Accreditation model sets forth processes that not only empower staff, but also validate the work they do. Employees can work with confidence knowing that policies and procedures have been tested and reviewed against national standards and gain a sense of pride in the Department's high standard of performance. The Department views policies and procedures as its ethics: the code by which they operate. Proving that it does what it says demonstrates its integrity. Testing this integrity through outside audit and assessment strengthens the Department's accountability both within the agency and with the community it serves. The community can have a better sense of trust and cooperation with the Department due to the level of transparency afforded by this process and the continued efforts in remaining accredited.

CALEA was created in 1979 as a credentialing authority through the joint efforts of law enforcement's major executive associations: the International Association of Chiefs of Police (IACP), the National Organization of Black Law Enforcement Executives (NOBLE), the National Sheriffs' Association (NSA), and the Police Executive Research Forum (PERF). The main goal of CALEA is to create and maintain a body of standards set forth by top law enforcement professionals.

The purpose of CALEA's accreditation program is to improve the delivery of public safety services, primarily by maintaining a body of standards developed by public safety practitioners and covering a wide range of up-to-date public safety initiatives; by establishing and administering an accreditation process; and by recognizing professional excellence. Its accreditation process promotes the efficient use of resources and improves service delivery.

Accreditation from CALEA is accomplished through independent review of policy and demonstrated compliance with policy. This is considered a high-level national accreditation for a law enforcement agency. There are over 17,000 law enforcement agencies in the nation and only 690 municipal agencies have attained law enforcement accreditation through CALEA. West Sacramento Police Department is now one of only nine agencies in California that hold this accreditation.

The Department originally received *conditional* CALEA accreditation in 2002 and again in 2008. The Department did not maintain accreditation after these conditional accreditations due to changes in administration and recession related budget adjustments. In 2014, Department leadership decided to pursue accreditation and is committed to maintaining it. As a measure of its support of law enforcement accreditation for the department, in the FY 15/16 budget process, City Council approved the addition of a CALEA



Coordinator to oversee the program and the pursuit of accreditation. As a result of these commitments and the steadfast work of staff, the Department recently received an award of accreditation.

### ANALYSIS

The Department achieved accreditation through a rigorous process of policy review and file construction evaluated against 484 law enforcement standards. Each file consists of a written directive, typically a policy or procedure, and a proof of compliance to accompany the directive. "Proofs" can consist of a police report, photograph, video, audio recording, meeting minutes, operational plans, strategic plans etc. Some compliance files can be completed in a matter of hours, but some may take weeks or more to compile. The assessment, in its entirety, was comprised of 3,347 proofs and 586 written directives. The Agency must also prove compliance for Yolo Emergency Communications Agency (YECA), which requires interviews with dispatch staff, facility inspection, Computer Aided Dispatch calls, audio recordings, and copies of their Federal Communications Commission licenses and internal operating procedures.

The Department's recent formal assessment began in June of 2017. During its four-week process, CALEA Assessors remotely reviewed the assessment files and provided feedback and suggestions for any needed additions or revisions. Additionally, an on-site inspection was conducted July 15 through July 18, 2017, which included a static display of Department vehicles and an inspection of department facilities. The Assessment Team interviewed key leaders within the city, including city leadership. A forum for public comments and input was conducted for the Assessors to hear, firsthand, what the community feels about its Police Department. The Assessment Team also participated in staff interviews and ride-alongs with officers, attended briefings, and reviewed and verified our documentation. The on-site visit culminated with a 10-page assessment report, prepared by the Assessment Team, which was submitted to CALEA Commission for review. This report was the basis for the compliance hearing with the full commission panel.

The Public Works Department also worked in conjunction with the Department to prepare for an on-site inspection. Their employees spent countless hours, some even overnight, to help ready the department in anticipation of CALEA's visit.

During the Commission Compliance Hearing, the CALEA Commissioners stated that the agency was extremely well prepared and its assessment was very comprehensive for an initial accreditation. They also publicly highlighted our unique and effective approach to combatting homelessness and conducting community outreach. The Deputy Chief was asked to publicly speak about our process and the Commission commended our efforts. The CALEA Commission also highlighted the fact that the department was 97% compliant with *optional* standards in the assessment. An agency must be 80% compliant or higher with the optional standards to achieve accreditation, and any accredited agency that achieves 95% or higher compliance with optional standards is eligible for an "award of excellence." Had this not been the initial accreditation process, the West Sacramento Police Department would have been eligible for Accreditation with Excellence.

The police administration firmly believes that maintaining accreditation is a emblematic of a strong, contemporary organization. The processes necessary to maintain accreditation institutionalize values of self-assessment, humility and a strong desire to operate with best practices. Achieving and maintaining accreditation should provide ongoing community confidence that the Police Department operates with a high level of integrity that demonstrates that the community's trust is well placed with it.

### Environmental Considerations

N/A

### Commission Recommendation

N/A

### Strategic Plan Integration

This award supports the City vision of "People Feeling Safe and Secure" as it enhances the accountability and practices of the Police Department.

### Alternatives

As an information only item, no alternatives are proposed.

### Coordination and Review

This report was coordinated by Police Department staff.

Budget/Cost Impact

As an information item only, there is no associated budget impact.

ATTACHMENT

N/A