



# City of Stockton

City Council/Successor  
Agency of the  
Redevelopment  
Agency/Public Financing  
Authority/Parking Authority  
Concurrent Agenda

## Meeting Agenda - - Revised City Council/Successor Agency to the Redevelopment Agency/Public Financing Authority/Parking Authority Concurrent

*Michael D. Tubbs Mayor/Chair*  
*Elbert H. Holman Jr. Vice Mayor/Vice Chair (District 1)*  
*Daniel R. Wright (District 2)*  
*Susan Lofthus (District 3)*  
*Susan Lenz (District 4)*  
*Christina Fugazi (District 5)*  
*Jesús M. Andrade (District 6)*

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Tuesday, January 9, 2018

4:00 PM

Council Chamber, City Hall, 425 N. El Dorado  
Street, Stockton CA

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**\*\* SPECIAL MEETING \*\***

**\*\* Agenda amended to include item 11.5 \*\***

1. **CLOSED SESSION CALL TO ORDER/ROLL CALL**
2. **ADDITIONS TO CLOSED SESSION AGENDA**
3. **ANNOUNCEMENT OF CLOSED SESSION**
- 3.1 [17-4266](#) **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**

Number of Cases: Seven

Name of Case: Wells Fargo Bank v. City of Stockton (San Joaquin  
County Superior Court Case No.  
39-2012-00277662)

Name of Case: Wells Fargo Bank, National Association, as  
Indenture Trustee v. City of Stockton (San Joaquin  
County Superior Court Case No.  
39-2012-00280741)

Name of Case: In re City of Stockton, California - Debtor (United  
States Bankruptcy Court, Eastern District of  
California Case No. 2012-32118)

Name of Case: Richard Price, et al. v. City of Stockton,

Redevelopment Agency, et al. (United States  
District Court, Eastern District Case No.  
CIV.S-02-0065 LKK JFM)

Name of Case: Patrick Craig, et al. v. City of Stockton, et al. (San  
Joaquin County Superior Court Case No.  
STK-CV-UWM-2017-0006371)

Name of Case: City of Stockton v. Christopher J. Bennitt, et al. (San  
Joaquin County Superior Court Case No.  
STK-CV-UMCP-2017-11550)

Name of Case: Smith-Downs, et al. v. City of Stockton, et al. (United  
States District Court, Eastern District Case No.  
2:10-CV-02495 MCE CKD)

This Closed Session is authorized pursuant to section 54956.9(a)  
of the Government Code.

Department: City Attorney

4. **PUBLIC COMMENT\***
5. **RECESS TO CLOSED SESSION**
6. **REGULAR SESSION CALL TO ORDER/ROLL CALL**
7. **INVOCATION/PLEDGE TO FLAG**
8. **REPORT OF ACTION TAKEN IN CLOSED SESSION**
9. **ADDITIONS TO REGULAR SESSION AGENDA\*\***
10. **RECOGNITIONS, ANNOUNCEMENTS, OR REPORTS**
11. **CONSENT AGENDA**
- 11.1 [17-4171](#) **APPROVE RESOLUTION TO AUTHORIZE AN  
INTERGOVERNMENTAL AGREEMENT WITH THE WATERLOO  
MORADA RURAL FIRE PROTECTION DISTRICT FOR THE  
PURPOSE OF PROVIDING AUTOMATIC AID**

**Recommended Action:**

**RECOMMENDATION**

It is recommended that the City Council approve a resolution to:

1. Authorize the City Manager to enter into an Intergovernmental Agreement with Waterloo Morada Rural Fire Protection District to provide automatic aid; and
2. Authorize the City Manager to take appropriate and necessary actions to carry out the purpose and intent of the resolution.

**Department:** Fire

**Attachments:** [Proposed Resolution - Waterloo Morada Automatic Aid Agreement](#)  
[Exhibit 1 - Waterloo Morada Automatic Aid Agreement](#)

11.2 [17-4181](#)

**APPROVE MOTION AUTHORIZING THE ACCEPTANCE OF  
REPLACEMENT 9-1-1 EQUIPMENT AND WORKSTATIONS FROM  
THE STATE OF CALIFORNIA 9-1-1 EMERGENCY  
COMMUNICATIONS OFFICE**

**Recommended Action:**

**RECOMMENDATION**

It is recommended that the City Council approve a motion:

1. Authorizing the acceptance of replacement 9-1-1 equipment and call-taker workstations from the State of California Emergency Communications Office, to be used in the Stockton Fire Department's 9-1-1 Telecommunications Center; and
2. Approving findings pursuant to Stockton Municipal Code section 3.68.070 in support of an exception to the competitive bidding process; and
3. Authorizing the City Manager to take necessary and appropriate actions to carry out the purpose and intent of this motion.

**Department:** Fire

**Attachments:** [Attachment A - ATT Scope of Work](#)  
[Attachment B - ATT Quote](#)  
[Attachment C - Xybix Workstations](#)

11.3 [17-4215](#)

**ACCEPT DONATION FROM STOCKTON POLICE FOUNDATION  
AND AMEND THE FISCAL YEAR 2017-18 ANNUAL BUDGET**

**Recommended Action:**

**RECOMMENDATION**

It is recommended that the City Council adopt a resolution accepting a donation from the Stockton Police Foundation in the amount of \$150,000, and authorizing the City Manager to appropriate funds and increase the Police Department's Fiscal Year (FY) 2017-18 Annual Budget.

It is further recommended that the City Manager is hereby authorized and directed to establish all required accounts and make any and all expenditures, appropriations, transfers, and/or distributions of funds on behalf of the City as appropriate and necessary to carry out the purpose and intent of this Resolution.

**Department:** Police

**Attachments:** [Proposed Resolution - Stockton Police Foundation Donation](#)  
[Exhibit 1 - Stockton Police Foundation Letter of Commitment](#)

**11.4     [17-4200](#)     AUTHORIZE AFFORDABLE HOUSING AND SUSTAINABLE  
COMMUNITIES PROGRAM COOPERATIVE AGREEMENT WITH  
VCOR, LP**

**Recommended Action:**

**RECOMMENDATION**

It is recommended that the City Council adopt a resolution authorizing the City Manager to execute a Cooperative Agreement with VCOR, LP for the Grand View Village project.

It is also recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

**Department:** Public Works

**Attachments:** [Attachment A - Vicinity Map - Grand View Village](#)  
[Proposed Resolution - City-VCOR Coop Agreement - Grand View Village](#)  
[Exhibit 1 - Grand View Village Agreement](#)

**11.5     [18-4297](#)     MAYORAL APPOINTMENT TO THE TRI-VALLEY - SAN JOAQUIN  
VALLEY REGIONAL RAIL AUTHORITY**

**Recommended Action:**

It is recommended that the City Council approve a resolution:

1. Appointing Councilmember Susan Lofthus as the City's member of the Tri- Valley - San Joaquin Valley Regional Rail Authority.
2. Approving the addition of the Appointment of Councilmember Susan Lofthus as the City's member of the Tri-Valley - San Joaquin Valley Regional Rail Authority to the Council Committees and Committee Structure/Function Roster.

**Department:** Office of the Mayor



Attachments: [Attachment A - Mayoral Appointment - redline](#)  
[Proposed Resolution - Mayoral Committee Assignment](#)  
[Exhibit 1 - Mayoral Committee Assignments](#)

*\*\* This item was added on January 8, 2018 \*\**

**12. ADMINISTRATIVE MATTERS**

**13. UNFINISHED BUSINESS**

**14. NEW BUSINESS**

**14.1 [17-3690](#)**

**OWNER-ONLY BILLING ORDINANCE**

Recommended Action: RECOMMENDATION

This is an informational and discussion item and does not require Council action. Staff requests input and direction regarding an ordinance to amend various sections of the Stockton Municipal Code to require utility accounts to be in the name of the record property owner and a proposed resolution reaffirming and reenacting previously approved and authorized utility rates and services charges.

Department: Administrative Services

Attachments: [Attachment A - Proposed Ordinance - Redline](#)  
[Proposed Resolution - Reaffirming and Reenacting Previously Approved Rates](#)  
[Proposed Ordinance - Owner-Only Billing Ordinance](#)

**14.2 [18-4287](#) ADOPT A RESOLUTION APPROVING A PARTNERSHIP WITH  
ADVANCE PEACE**

Recommended Action: RECOMMENDATION

Mayor Tubbs recommends that the City Council adopt a resolution to include in its 2018-22 public safety planning a commitment, support and partnership with Advance Peace with the intent to help build and sustain community capacity to interrupt gun violence in Stockton.

Department: Office of the Mayor

Attachments: [Attachment A - Letters of Support](#)  
[Proposed Resolution - Advance Peace](#)

**15. HEARINGS\*\*\*\***

**16. PUBLIC COMMENTS – MATTERS NOT ON THE AGENDA**

**17. COUNCIL COMMENTS**

**18. ADJOURNMENT**

**INFORMATIONAL ITEMS**

**CERTIFICATE OF POSTING**

**I declare, under penalty of perjury, that I am employed by the City of Stockton and that I caused this agenda to be posted in the City Hall notice case on January 8, 2018, in compliance with the Brown Act.**

**Bret Hunter, CMC  
Interim City Clerk**

**By: \_\_\_\_\_**

**Deputy**

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*\*Citizens may comment on any subject within the jurisdiction of the City Council/Successor Agency to the Redevelopment Agency/Public Finance Authority/Parking Authority, including items on the Agenda. Each speaker is limited to three minutes. Speakers must submit "Request to Speak" cards to the City Clerk, and be prepared to speak when called. No speaker cards will be received after the close of the Citizen's Comments portion of the meeting.*

*\*\*\*Additions to the Agenda - Government Code Section 54954.2(b)(2), allows members of the City Council present at the meeting to take immediate action, with either a two-thirds or unanimous vote, to place an item on the agenda that action must be taken and that the item came to the attention of the City subsequent to the agenda being posted.*

*\*\*Speakers should hold comments on items listed as a Hearing until the Hearing is opened. If a large number of people desire to speak at a Hearing, the Mayor/Chair may reduce the amount of time allocated to each speaker to three (3) minutes.*

*All proceedings before this meeting body are conducted in English. The City of Stockton does not furnish language interpreters and, if one is needed, it shall be the responsibility of the person needing one.*

*In accordance with the Americans With Disabilities Act and California Law, it is the policy of the City of Stockton to offer its public programs, services and meetings in a manner that is readily accessible to everyone, including those with disabilities. If you are disabled and require a copy of a public hearing notice, or an agenda and/or agenda packet in an appropriate alternative format; or if you require other accommodation, please contact the Office of the City Clerk located at 425 North El Dorado Street, Stockton, California 95202 during normal business hours or by calling (209) 937-8459, at least 5 days in advance of the hearing/meeting. Advance notification within this guideline will enable the City/Agency to make reasonable arrangements to ensure accessibility.*

*Materials related to an item on this agenda submitted to City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office at 425 North El Dorado Street, Stockton, California 95202, during normal business hours. Such documents are also available on the City's website at [www.stocktongov.com](http://www.stocktongov.com) subject to staff's ability to post the documents before the meeting.*

*CHALLENGING CITY DECISIONS: The time limit within which to commence any lawsuit or legal challenge to any quasi-judicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-judicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Stockton, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.*



# City of Stockton

## Legislation Text

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**File #: 17-4171, Version: 1**

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### **APPROVE RESOLUTION TO AUTHORIZE AN INTERGOVERNMENTAL AGREEMENT WITH THE WATERLOO MORADA RURAL FIRE PROTECTION DISTRICT FOR THE PURPOSE OF PROVIDING AUTOMATIC AID**

#### RECOMMENDATION

It is recommended that the City Council approve a resolution to:

1. Authorize the City Manager to enter into an Intergovernmental Agreement with Waterloo Morada Rural Fire Protection District to provide automatic aid; and
2. Authorize the City Manager to take appropriate and necessary actions to carry out the purpose and intent of the resolution.

#### Summary

The City of Stockton (COS) and the Waterloo Morada Rural Fire Protection District (Waterloo Morada RFPD) have the necessary equipment and personnel available for providing mutual assistance to each other in the cases of major fire, disaster, technical rescue and other emergencies.

The recommended Automatic Aid Agreement (Exhibit 1 to the Resolution) describes the requirements of each agency for providing automatic aid emergency responses during major incidents that require multiple agencies to provide services and provide coverage for communities. This is a no-cost recovery agreement that is common for fire departments in California.

#### DISCUSSION

##### Background

Waterloo Morada RFPD is located in North Stockton. The boundaries for automatic aid response will include Live Oak Road to the north, Highway 26 to the south, Alpine Road to the east, and West Lane to the west. The COS Fire Department is working to engage in a regionalized response network that provides shared emergency resources during emergency events and disasters.

##### Present Situation

The value for both the COS and the Waterloo Morada RFPD entering into an Automatic Aid Agreement is that additional resources can quickly be mobilized within the automatic response boundaries through the Fire Department dispatching network. This Automatic Aid Agreement eliminates a layer of time and approvals, providing critical resources in a timely and efficient process. Both the COS and Waterloo Morada RFPD will bear the cost for such responses unless there is a

qualified disaster response. The COS is fully capable of providing such services with minimal impact to City services. In addition, this is the first step in bringing Waterloo Morada RFPD into the San Joaquin County Regional Fire Dispatch Authority as a non-voting member.

This Agreement is effective upon execution and will continue until terminated by any party by giving notice in writing.

#### FINANCIAL SUMMARY

Each agency will not seek compensation for providing fire protection services under this Automatic Aid Agreement. The mutual advantages and protection afforded by this Agreement will be considered adequate compensation to each agency. Each agency is responsible for its own equipment, all compensation to its own employees and will bear the risk of loss irrespective of whether personnel and equipment are used within the area of primary responsibility of the other agency.

The cost of providing fire suppression and emergency services is the major component of the Stockton Fire Department's annual operating budget. Funds are available in Firefighting/EMS Account # 010-2620-530 for providing resources to Waterloo Morada RFPD under this Agreement.

Resolution No.

## STOCKTON CITY COUNCIL

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### **RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH WATERLOO MORADA RURAL FIRE PROTECTION DISTRICT FOR THE PURPOSE OF PROVIDING AUTOMATIC AID WITH THE CITY OF STOCKTON FIRE DEPARTMENT**

The City of Stockton (COS) Fire Department is working to engage in a regionalized response network that provides shared emergency resources during emergency events and disasters; and

The Waterloo Morada Rural Fire Protection District (Waterloo Morada RFPD) and Stockton Fire Departments seek to enter into an Automatic Aid Agreement; and

The COS and Waterloo Morada RFPD have the necessary equipment and personnel available for providing mutual assistance to each other in the cases of major fire, disaster, technical rescue, and other emergencies; and

The Agreement provides for enhanced regionalization of fire services that enhance resources and reduce time for response; and

Both the COS and Waterloo Morada RFPD will bear their own costs for such responses unless there is a qualified disaster response; and

The COS is fully capable of providing such services with minimal impact to City services; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The City Manager is hereby authorized to execute the Automatic Aid Agreement between the COS and Waterloo Morada RFPD, which is attached as Exhibit 1 and incorporated by the reference.

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2. The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED January 9, 2018.

\_\_\_\_\_  
MICHAEL D. TUBBS, Mayor  
of the City of Stockton

ATTEST:

\_\_\_\_\_  
BRET HUNTER, CMC  
Interim City Clerk of the City of Stockton

**Waterloo Morada Rural County Fire Protection District  
And  
City of Stockton  
Agreement for Fire Protection Service**

**Automatic Aid Agreement**

THIS AGREEMENT, is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the CITY OF STOCKTON, a municipal corporation, hereinafter called "CITY" and the WATERLOO MORADA RURAL COUNTY FIRE PROTECTION DISTRICT, a political subdivision of the State of California, hereinafter called "DISTRICT".

**RECITALS**

**WHEREAS**, the parties have the common power to provide fire protection, emergency services and desire to jointly exercise said power pursuant to the authority granted under Section 6502 and Section 55632 of the California Government Code and Section 13050 et seq., of the California Health and Safety Code; and

**WHEREAS**, the parties desire to maximize the delivery of fire protection and emergency services by responding units necessary to protect life or property.

**AGREEMENT**

NOW, THEREFORE, the DISTRICT and CITY hereby agree as follows:

SECTION 1. **DEFINITIONS**. Unless the particular provision or context otherwise requires, the definitions contained in this section shall govern the construction, meaning, and application of words used in this Agreement.

- a) "Fire protection services" shall mean firefighting capacity to contain, control, and extinguish fires and the abatement of fire related hazards.
- b) "Automatic Aid" shall mean any party to this Agreement will respond to the other parties jurisdiction without the need for a special request.
- c) "Requesting party" shall mean any party to this Agreement that request fire protection and/or emergency response within its jurisdiction from the other party to this Agreement.
- d) "Responding party" shall mean any party to this Agreement that receives a request for fire protection and/or emergency response within the jurisdiction of the requesting party.



- e) "Unit" shall mean an engine, truck, patrol, brush company including apparatus, equipment, and personnel.
- f) "Fire Response" shall mean CITY will respond at least one unit to the District as part of the Standard Response Plan and the DISTRICT shall reciprocate by responding a unit to the incident.
- g) "Response" shall mean CITY and the DISTRICT agree to respond the closest available unit to emergencies.
- h) "Move Up and Cover" shall mean the practice of reallocating and posting response resources to cover a station and/or emergencies in another agency's jurisdiction.

**SECTION 2. FURNISHING OF FIRE PROTECTION SERVICES.** The party with the nearest available unit shall furnish fire protection services within the defined Automatic Aid Area of the party requesting such service pursuant to the following provisions:

- a) The CITY will respond within the boundaries as set forth in the map attached hereto marked Exhibit "A" and the DISTRICT shall reciprocate by responding to emergency incidents within the CITY's jurisdiction.
- b) It is understood that all plans which deal with fire protection services shall adhere as closely as practical to the nearest available unit concept which forms the basis for this Agreement.
- c) The territories covered by this Agreement are the city limits of CITY, and the DISTRICT within the boundaries as set forth in the map attached hereto marked Exhibit "A" and incorporated by reference hereto.
- d) The requesting party shall respond the unit requested i.e. Engine, Truck, Water Tender, etc.
- e) The responding party is not obligated to furnish any service if apparatus, equipment, personnel, or any combination thereof is not available as determined by the Fire Chief or his/her designated representative.
- f) The first unit to arrive at the scene of the incident shall initiate appropriate action. The Officer-In-Charge of the first unit to arrive shall cause to be reported to the requesting party all pertinent information about the conditions encountered at the scene of the incident. The Officer-In-Charge of any such incident shall be in charge of the incident until relieved by an officer of the requesting party.
- g) The DISTRICT will provide a unit for move up and cover to CITY in the event CITY has limited available units.
- h) Equipment from the cooperating jurisdiction will be released at the earliest opportunity from any incident to which they respond.

SECTION 3. PRIVILEGES AND IMMUNITIES. The provisions of this Agreement are intended to comply with the provisions of Article 2, Chapter 2, Part 1, Division 12, of the Health and Safety Code of the State of California, and Article 2, Chapter 4, Part 2, Division 2, Title 5, of the Government Code of the State of California, providing for privileges and immunities from liabilities, exemption from losses, and rules applicable to personnel furnishing fire protection outside the jurisdiction of the responding party and within the jurisdiction of the requesting party.

SECTION 4. WAIVER OF CLAIMS. Each party waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement.

SECTION 5. AGENCY. It is the intent of parties hereto, and part of the consideration supporting this Agreement, that each party shall bear all risks and obligations for its own personnel (including but not limited to pension, relief, disability, workers' compensation, and other benefits) as well as injury or damage to third parties that may arise while responding to the requesting party's incident in the same manner and to the same extent as if occurring within responding party's jurisdiction, subject only to Section 3 herein.

SECTION 6. THIRD PARTIES. This Agreement shall not be construed as or deemed to be an agreement for benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

SECTION 7. ASSIGNMENT. This Agreement shall be binding on the successors and assigns of the parties hereto, except that no party shall assign this Agreement without the prior written consent of the other party.

SECTION 8. TERMINATION OF AGREEMENT. This Agreement may be terminated by any party as to its rights and obligations under this Agreement upon thirty (30) days prior written notice to the other party.

SECTION 9. ADMINISTRATION OF AGREEMENT. The respective Fire Chiefs will determine the appropriate units to respond depending on the type of emergency.

SECTION 10. TERM OF AGREEMENT. This Agreement shall be effective as of the day and year hereinabove written and continue until terminated by any party by giving notice, in writing, of its intention to terminate pursuant to Section 8, herein.

SECTION 11. FURNISHING OF TRAINING. In an effort to insure effective operations between the CITY Fire Department and the District, both parties shall make efforts to provide opportunities for personnel to conduct joint training. The areas include, but may not be limited to the following:

- Structural Firefighting
- Wildland Firefighting
- Water Tender Operations
- Vehicle Extrication
- ICS
- Communications
- Rescue Systems
- Relay Pumping
- Confined Space



SECTION 12. COMPENSATION. Each party agrees that it will not seek from the other party compensation for equipment loaned or services rendered under this Agreement, the mutual advantages and protection afforded by this Agreement being considered adequate compensation to each of the parties. Each party hereto shall all times be responsible to its own employees for the payment of wages and other compensation and for carrying workmen's compensation insurance upon said employees; and each party shall be responsible for its own equipment and shall bear the risk of loss therefore, irrespective of whether or not said personnel and equipment are being used within the area of primary responsibility of that party.

SECTION 13. SHARED PURCHASING. There shall be no joint or cooperative acquiring, holding and disposal of real or personal property.

SECTION 14. ADMINISTRATION AND FINANCE. There is not hereby created any separate or legal administrative entity pursuant to any of the laws of the State of California, City Charter, Ordinances or Rules of the Parties. There shall be no joint or cooperative acquiring, holding and disposing of real or personal property and each party hereto shall be responsible for and finance their separate obligations hereunder, including, if applicable, establishing and/or maintaining budgets therefore. Further, the administration of this Agreement shall be performed by each entity separately through their Commanding Officers.

SECTION 15. AGREEMENT NOT EXCLUSIVE. This agreement is not intended to be exclusive as between parties hereto. Either of the parties may, as that party deems necessary or expedient, enter into a separate Mutual Assistance Agreement or Agreements with any other party or parties. Entry into such separate Agreements shall not change any relationship or covenant herein contained unless the parties hereto mutually agree in writing to such change.

IN WITNESS WHEREOF, the parties have entered into this Agreement in Waterloo Morada Rural, California.

ATTEST:

APPROVED AS TO FORM:

CITY CLERK

CITY ATTORNEY

By \_\_\_\_\_

By \_\_\_\_\_

WATERLOO MORADA RURAL  
COUNTY FIRE  
PROTECTION DISTRICT

CITY OF STOCKTON

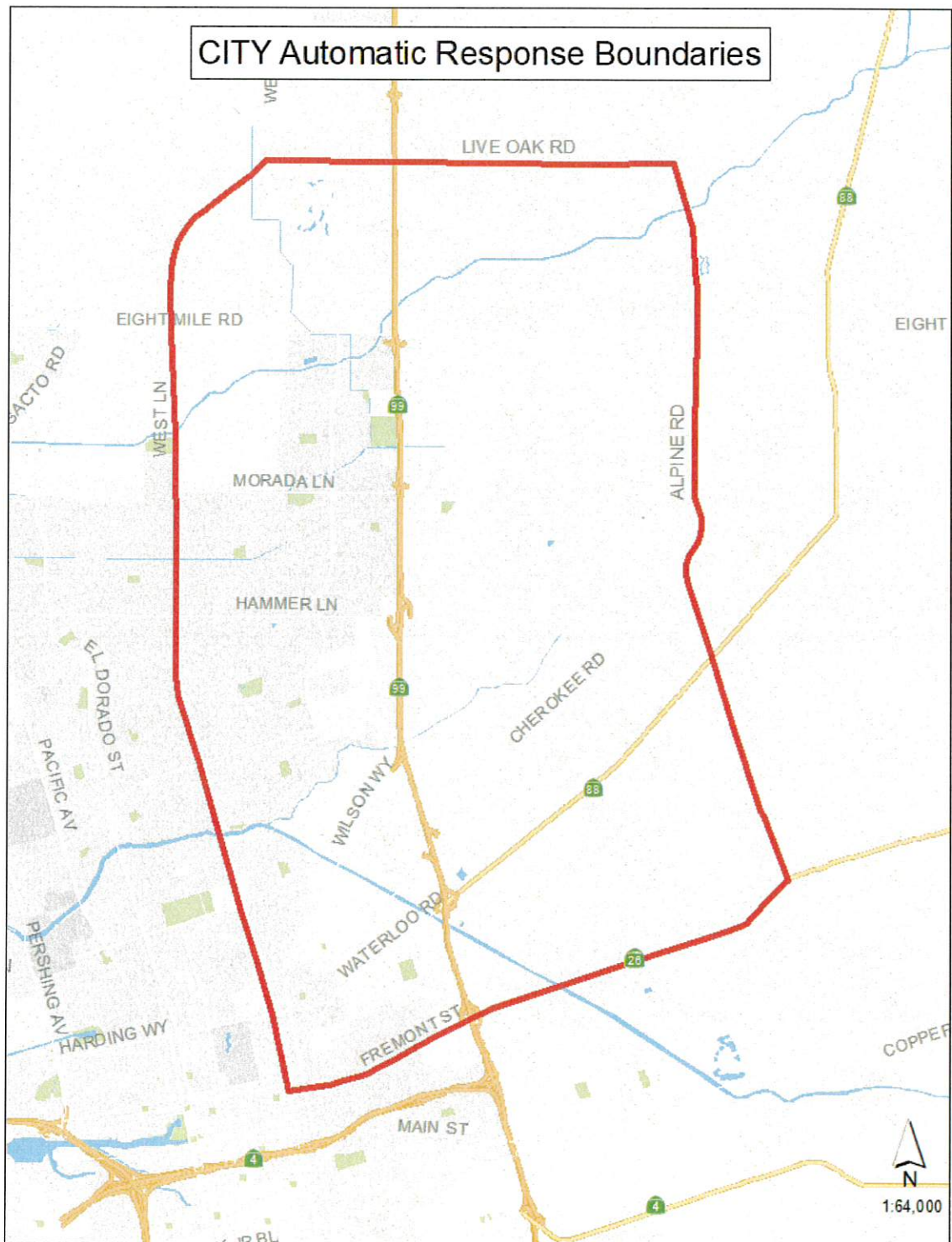
By  \_\_\_\_\_

By \_\_\_\_\_

Title Fire Chief

Title \_\_\_\_\_

EXHIBIT A





# City of Stockton

## Legislation Text

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File #: 17-4181, Version: 1

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### APPROVE MOTION AUTHORIZING THE ACCEPTANCE OF REPLACEMENT 9-1-1 EQUIPMENT AND WORKSTATIONS FROM THE STATE OF CALIFORNIA 9-1-1 EMERGENCY COMMUNICATIONS OFFICE

#### RECOMMENDATION

It is recommended that the City Council approve a motion:

1. Authorizing the acceptance of replacement 9-1-1 equipment and call-taker workstations from the State of California Emergency Communications Office, to be used in the Stockton Fire Department's 9-1-1 Telecommunications Center; and
2. Approving findings pursuant to Stockton Municipal Code section 3.68.070 in support of an exception to the competitive bidding process; and
3. Authorizing the City Manager to take necessary and appropriate actions to carry out the purpose and intent of this motion.

#### Summary

As of September 14, 2016, the Fire Department's 9-1-1 funding allocation from the State of California 9-1-1 Emergency Communications Office (State 9-1-1 Office) is \$399,900. Approximately \$286,530 of this funding will be used for the purchase and installation of equipment from AT&T through a California Master Purchase Agreement for 9-1-1 phone systems, with direct billing to the State 9-1-1 Office. Approximately \$112,470 of the remaining funding will be used for the purchase and installation of new 9-1-1 operator workstations from Xybix Systems, Inc., also through a direct billing process to the State 9-1-1 Office.

#### DISCUSSION

##### Background

The Fire Department's 9-1-1 equipment, also known as Customer Premise Equipment, was last updated in 2011. The current equipment is now outdated and due for replacement. The State of California enacted legislation in the 1980s to collect a fee on each landline phone service bill to fund Customer Premise Equipment in 9-1-1 call centers known as Public Safety Answering Points. These funds are allocated according to 9-1-1 call volume and permit 9-1-1 system upgrades on a five-year replacement cycle. The funding can only be used for equipment directly associated with the delivery and answering of 9-1-1 calls. This includes, but is not limited to, 9-1-1 telephone system computers, controllers, servers, cabling, services, and workstations.

The State of California offers a Master Purchase Agreement that provides Public Safety Answering Points an effective and efficient procurement method for system replacement or certified upgrade of their 9-1-1 equipment. To procure the new equipment, a Public Safety Answering Point simply requests the equipment from the Master Purchase Agreement through the State 9-1-1 Office. Once the request is approved, a 9-1-1 equipment allotment spending plan is issued, and the equipment is ordered by the State and delivered to the Public Safety Answering Point. This process allows for direct funding by the State 9-1-1 Office to the vendor; no use of City funds is required.

### Present Situation

The Fire Department has worked with the State 9-1-1 Office to consider and select replacement equipment/furniture (Customer Premise Equipment or CPE). Equipment consists of a new 9-1-1 phone system and new call-taker workstations. By using the Master Purchase Agreement for the Customer Premise Equipment purchases, the Fire Department will allow for direct billing to the State 9-1-1 Office via a City issued "zero-dollar" purchase order (PO) for both the 9-1-1 phone system and call-taker workstation purchases.

#### *9-1-1 Phone System*

The Fire Department, using the Master Purchase Agreement, considered three (3) different phone systems: one (1) from Zetron (3200), one (1) from AT&T (Vesta), and one from Positron (Viper). These systems were offered by two different vendors: Delta Wireless and Surveillance Solutions (Zetron), and AT&T (Vesta and Viper). The Fire Department staff selected and the State 9-1-1 Office approved the Vesta system through AT&T. Fire Department staff negotiated an agreement with AT&T (Attachment A) to provide the equipment, installation, and maintenance at a cost of \$286,530.16 (Attachment B) which is \$112,469.84 below the total allotment allowed under the CPE.

#### *9-1-1 Call-Taker Workstations*

The Fire Department considered three (3) different 9-1-1 call-taker workstation furniture systems: Synergy by Watson Furniture Group, Wright Line by Eaton, and Ergo Flex by Xybix. Fire Department staff selected and the State 9-1-1 Office approved the Xybix workstations (Attachment C). Xybix Systems, Inc., has an existing agreement with the State through the California Multiple Award Schedules (CMAS) program, which ensures competitive pricing and allows for direct billing to the State. Fire Department staff negotiated an agreement with Xybix Systems, Inc., to provide and install six (6) dispatch workstations at a cost of \$112,000, which is approximately \$450 below the CMAS pricing.

Once approved, the project will proceed in two phases. The phone system installation will occur at the earliest time available based on coordinating schedules between the vendor and COS with an anticipated timeline of first quarter 2018. The furniture install will follow later. To provide good fiscal stewardship and reduce installation costs, the furniture installation will be coordinated with the deployment of already purchased radio consoles. This coordination leverages funds already encumbered in the radio installation purchase as opposed to paying twice for the same work. Combining the radio and furniture installation projects results in a \$35,000 to \$70,000 estimated savings; however, it will extend the installation timeline to June 2018. The vendor has agreed to warehouse product, a common practice in the industry, until coordination of the projects can occur.

## Findings

Stockton Municipal Code Section 3.68.070 provides for an exception to the competitive bidding requirements in cases where there is a cooperative purchasing agreement authorized by the City Council for the purchase of supplies or services through other governmental jurisdictions or public agencies. The findings are as follows:

1. The current 9-1-1 system equipment and workstations are due for replacement.
2. The Fire Department has accrued sufficient State 9-1-1 funding for system and workstation replacement.
3. The State of California has implemented a Master Purchase Agreement, which provides an effective procurement vehicle for 9-1-1 system replacement and allows for direct billing to the State so that no City funds are required.
4. Using the Master Purchase Agreement, Fire Department staff have evaluated several 9-1-1 telephone systems and workstation solutions and selected those that will provide the best alternative for the City.
5. The State 9-1-1 Office has approved the selected equipment.
6. Fire Department staff successfully negotiated substantial price discounts below the Master Purchase Agreement pricing for the 9-1-1 system equipment and workstations.

## FINANCIAL SUMMARY

There is no financial impact to the City of Stockton. All costs related to the purchase and installation of the 9-1-1 phone system and 9-1-1 workstations will be paid directly to vendors from the State of California 9-1-1 Communications Office.

Attachment A - AT&T Scope of Work

Attachment B - AT&T Quote

Attachment C - Xybix Workstations





Stockton Fire Department  
with:



SCOPE OF WORK  
for  
(7) VESTA 911 Positions, Analytics  
and  
Netclock Project

Contract Number: 4156-6



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## 1.0 OVERVIEW

### 1.1 Purpose & Objectives

The purpose of this document is to describe the work to be performed by AT&T California (herein referred to as Contractor) in satisfying the E911 system requirements for Stockton FD (herein referred to as Agency). AT&T will utilize Airbus DS Communications, and other AT&T approved system/service integrators, (herein referred to as Manufacturer and Vendors respectively), In order to achieve the proposed system design the following high-level system work operations are required: Installation of the following E911 system components: (7) VESTA IWS positions (Total: 6 IWS positions + 1 Command Post position), Analytics, and Netclock. The above equipment will be used to terminate various trunks, lines and data circuits required to process E9-1-1, and administration calls by the Agency.

### 1.2 AT&T Provided System Components

#### Manufacturer Call Processing Components (Call Handling)

Table 1

Qty	Item Description
	<b>VESTA 4.x Backroom Equipment</b>
1	<19"> Rack
1	VESTA4.x Virtual Server Hardware Bundle (MDS-A, MDS-B, DDS-A, DDS-B)
1	<17"> LCD Monitor(s) for VESTA 4.x Servers
1	KVM 4 Port Switch for VESTA Servers
	<b>LAN Switches</b>
2	<24>-Port Layer2 Switches (HP)
	<b>VESTA 4.x Gateways</b>
2	Mediant 1000 TDM Gateway Chassis with Redundant Power Supplies
3	<4>-Port FXS Gateways
8	<4>-Port FXO Gateways
	<b>(Main Site) Dispatch Room Equipment</b>
	<b>VESTA Positions</b>
6	VESTA Intelligent Workstations (IWS) includes: CPU, Backroom Interface Components, Audio Interface Device, Keyboard, Mouse, and VESTA 4.x license/software).
6	Airbus Communications 4X IRR Module
6	Airbus Communications 4X CDR Server Module
6	MNTR FP WIDE SCR LCD 24IN
6	Genovation 48 button keypad(s)
6	4 Port Arbitrator (KVM)
	<b>(Remote Site 1) VESTA Command Post (Docked Laptop)</b>
1	LAPTOP ZBOOK15 G2 W7, ADV DOCK STATION 230W, CPOST SAM HDWR KIT, IRR, CDR, VESTA Integration.

1	MNTR FP WIDE SCR LCD 24IN.
	<b>(Remote Site 2) VESTA Command Post (Docked Laptop)</b>
1	Sound Arbitration Module.
1	Docking station.
1	MNTR FP WIDE SCR LCD 24IN

### **Manufacturer Management Information System (MIS) Components (Data Management)**

**Table 2**

Qty	Item Description
	<b>Analytics</b>
1	V-ANLYT STD LIC
1	V-ANLYT USER LIC
6	V-ANLYT STD PER SEAT LIC
1	Network printer (PSAP reports)

### **SpectraCom System Support Components (Netclock)**

**Table 3**

Qty	Item Description
<b>1</b>	<b>Netclock GPS Time System - Components As Follows:</b>
1	- NetClock Model 9483 with OCXO Oscillator
1	- NIPC-D40G6P-PoE Display Clock with NIPC-INJEC-PoE.
1	- GPS/GLONASS Antenna Outdoor Model 8230
1	- GPS Antenna Surge Protector Model 8226
1	- Outdoor GPS Antenna Cable, 100 ft.

### **Power VAR System Component Support Equipment (UPS)**

**Table 4**

Qty	Item Description
	<b>Uninterrupted Power Supply (UPS) Backroom/Front Room</b>
2	Back-room UPS Unit
2	Back-room UPS Battery Unit
7	Position UPS Unit

**Manufacturer Training (Services)****Table 5**

	<b>VESTA/User Training</b>
2	VESTA Agent User Training Classes (Agent bundle includes (2) 1/2 day class of Agent training for up to 8 students).
	<b>VESTA/Administrator Training</b>
1	VESTA Administrator Training Classes (Administrator bundle includes (1) 1 day class of Administrator training for up to 8 students).
	<b>VESTA Analytics/Administrator Training</b>
1	VESTA Analytics Admin Training (VESTA Analytics Admin bundle includes (1) 1 day class of Admin training for up to 8 students)
	<b>Cut-over Coaching Training</b>
1	Cutover Coaching (Includes (1) 8 hour session, or two 4 hour sessions within a 24 hour day).

**\*\*Please refer to price quote in Appendix C\*\***

***The equipment provided by ATT will comply with State of California Contract 4156-6 AT&T CALIFORNIA and any FCC requirements for E9-1-1. It will also meet the NENA requirements for displaying ANI/ALI Phase II wireless calls.***

### **1.3 Reutilization of Existing Equipment**

The following Agency equipment will be reused by AT&T:

<b>QTY</b>	<b>Item Description</b>
1	None.

\*Note: Any Intelligent Workstation (IWS) PC that can be re-used for peripheral purposes will be evaluated for use. All PCs must meet minimum vendor specifications to be re-used.

### **1.4 Agency Provided System Components**

**Agency shall supply following system components:**

<b>Item Description</b>
Conduit pathways from dispatch location to backroom equipment.
Conduit pathways from the NetClock Antenna to the Master Clock.
Conduit pathways from the backroom to the Time Display.
Power source (110 VAC) for the Time Display.
Back/Front room UPS (Minimum 30 Minute Up Time)

<b>Remote Maintenance Circuit (To be Provided by the Agency)</b>
Dedicated DSL / T1 Circuit for the Contractor
VPN access from the Internet to 911 Equipment via Agency Network.

### **1.5 System Components Not Provided by AT&T**

<b>Item Description</b>
CDR Printer (Data Management)
Activity View (Data Management)
IP Phones
Long Term Recorder
VoIP Phones (Call Processing)
T1/PRI Gateway(s) for VESTA (Call Processing)
VESTA Locate (Data Management)
Automatic Call Distribution (ACD) (Call Processing)
Managed Services (Data management)

## 1.6 Equipment Removal & Disposal

### Existing 911 Equipment

The following decommissioned equipment will be removed and left at the Agency site by AT&T:

- Existing 9-1-1 workstations, server, and ancillary devices

AT&T technicians will work with the Agency's personnel to remove the old Equipment as identified by the bulleted equipment list above. AT&T technicians will place old IWS equipment in an area designated by the *Agency*. AT&T technicians will not remove any existing equipment from the Agency's building and AT&T technicians will not remove any existing cabling.

## 2.0 DESIGN SOLUTION

### 2.1 System Overview

AT&T will provide a system solution by deploying E911 system equipment capable of performing Call Processing, and System Support related functionality. The combined functionality of these system components enables the Agency to process E911 and administrative type calls and other various PSAP emergency and non-emergency functions.

AT&T will implement Manufacturer's Call-Processing suite of hardware/software application(s): VESTA 911, VESTA Analytics for this E9-1-1 system design solution. In addition, AT&T will install a NetClock system. AT&T will achieve these system objectives by implementing the following managed work operations:

#### **(Main Site) Call-Taker/Dispatch Positions in Dispatch**

Install (6) position(s) (positions 1-6) of VESTA 9-1-1 in the main site dispatching area. The hardware/software contents of these positions can be referenced in Table 1 (Main Site Dispatch Room Equipment section).

Each position will have four CAT5 cables run to each position from the backroom. The CAT5 cable will be provisioned as follows: (1) VESTA Primary NIC, (1) VESTA Secondary NIC, (1) for LTR position-based recording (if desired) and (1) for future/spare. Agency to provide conduit or cable path from the backroom to each position and dedicated NEMA 5-15/20R (electrical power) per position.

#### **(Remote Site 1) Call-Taker/Dispatch Positions**

Install (1) position(s) (position 7a) docking station for shared VESTA Command Post Docked Laptop in the remote site 1 dispatching area. The hardware/software contents of is referenced in Table 1 (Remote Site 1 Dispatch Room Equipment section).

#### **(Remote Site 2) Call-Taker/Dispatch Positions**

Install (1) position(s) (position 7b) docking station for shared VESTA Command Post Docked Laptop in the remote site 2 dispatching area. The hardware/software contents of is referenced in Table 1 (Remote Site 2 Dispatch Room Equipment section).

Note the single command post laptop will be shared between the docking stations located at Remote Site 1 or 2

Each Command Post position will have four CAT5 cables run to each position from the backroom. The CAT5 cable will be provisioned as follows: (1) VESTA Primary NIC, (1) Not Used, (1) for LTR position-based recording (if desired) and (1) for future/spare. Agency to provide conduit or cable path from the backroom to each position and dedicated NEMA 5-15/20R (electrical power) per position.

#### **VESTA Back Room**

911 CAMA trunks originating from the Agency's serving central office tandem will be terminated on the FXS Gateways equipment located in the backroom. 10 digit emergency, administrative, and ring-down lines (analog) will be terminated on the FXO gateways, also



located in the backroom. All lines will be diversified among the respective gateways to minimize the amount of lines down in event of a gateway failure.

All back room equipment shall be installed/mounted in (1) 19 inch two post rack. The rack shall contain all the VESTA equipment. The Agency is responsible for drilling/bolting of all Cabinets to Agency floors.

### **Network Printer**

Located in Dispatch.

## **IP Network configuration and Interfaces**

### **Local Area Network (LAN)**

- VESTA LAN – No connectivity to Agency LAN or computers (except if high speed remote access is provided by and via Agency's existing remote access infrastructure).
- Agency LAN - computers/peripherals operating exclusively on Agency LAN.
- Integrated LAN – For remote access via Agency's existing infrastructure, the inter-connectivity between Agency and AT&T LAN will be via secure Firewalls on both LAN segments, and the point of demarcation will be the port on the AT&T provided Firewall.

### **Wide Area Network (WAN)**

- Not Applicable

### **Remote Access**

Please refer to Appendix G: Agency Provided Internet Access, for Agency provided remote access requirements.

## **Support System**

### **Uninterrupted Power Supply (UPS)**

- AT&T provided back room UPS, will be connected to back room call processing equipment to keep back room equipment operational either until Agency Power Generator becomes active during Agency building power outage or provide adequate time (designed for 15 minutes) to properly power down the backroom 911 system.
- AT&T provided front room UPS, will be connected to front room call processing equipment to keep back room equipment operational either until Agency Power Generator becomes active during Agency building power outage or provide adequate time (designed for 15 minutes) to properly power down the 911 IWS.

### **NetClock**

AT&T will install a new Spectracom GPS NetClock system (9000 series) in the backroom with the VESTA system.

AT&T will install a GPS Antenna on the Agency's roof. The Agency will provide a minimum of one inch (1") in diameter conduit from backroom where the NetClock is to be installed to the roof (for antenna cabling) and ensure that a clearance of approximately 10 feet (10') in diameter exists for the GPS antenna.

AT&T will provide the installation configuration services related to the NetClock system. The MasterClock (9483) has (1) integrated Ethernet Time Servers. One of these ports will be connected to the AT&T E911 system equipment (VESTA local area network (LAN)) and configured with an IP address that corresponds to the VESTA IP schema. The Agency computers will be synchronized by Agency provided Netclock system.

AT&T will install one (1) new Spectracom Time Display clock. The location will be determined by Agency prior to installation. This display clock requires local electrical power (NEMA 5-15/20R) where the display clock will be mounted. The Agency will provide a minimum of one inch (1") in diameter conduit, or other cable pathway, extending from the equipment room where the AT&T provided NetClock equipment is installed, to the room where the Time Display Clock will be located.

### **System Growth Capabilities**

AT&T warrants that the hardware, software and operating systems sold are current at the time of shipment. Software and hardware manufacturers constantly upgrade their products. This may require the Agency to upgrade hardware, software or operating systems in the future in order to expand this system. The maintenance package included in this sale does not include software/hardware upgrades required for expansion or integration.

This system is designed to accommodate up to (12) 911, and (32) analog lines. Agency's system will be configured for (11) 911 trunks and (27) analog lines, leaving a future growth of (1) 911 trunks and (5) analog lines. Additional lines can be increased by adding additional FXS/FXO gateways (requires available port in Ethernet switch, can be added if necessary). Once the system is cutover and accepted, any further adds, moves and changes will be performed on a Time and Materials basis at the prevailing contract rates (An example of add, move and change is: integration with Agency's PBX using T1 line). The current contract labor rate is \$185.00 per 911-technician per hour.

## 2.2 Network Elements

Following is a table defining Agency lines and trunks network elements to be connected to the system including: 9-1-1 trunks, 10-digit emergency lines, administration lines, and ring-down/direct connect circuits, that will be configured in the system.

### Trunks & Lines

Qty	Trunk Line Definition	
11	E9-1-1 Trunks	
8	7Digit Emergency Lines (as inventoried below)	
	<ul style="list-style-type: none"> <li>• 7DE-1</li> <li>• 7DE-2</li> <li>• 7DE-3</li> <li>•</li> </ul>	<ul style="list-style-type: none"> <li>• 7DE-4</li> <li>• 7DE-5</li> <li>• 7DE-6</li> <li>• 7DE-7</li> <li>• 7DE-8</li> <li>•</li> </ul>
12	Admin lines (as inventoried below)	
	<ul style="list-style-type: none"> <li>• Admin-1</li> <li>• Admin-2</li> <li>• Admin-3</li> <li>• Admin-4</li> <li>• Admin-5</li> <li>• Admin-6</li> <li>•</li> </ul>	<ul style="list-style-type: none"> <li>• Admin-7</li> <li>• Admin-8</li> <li>• Admin-9</li> <li>• Admin-10</li> <li>• Admin-11</li> <li>• Admin-12</li> </ul>
7	Ringdown lines (as inventoried below)	
	<ul style="list-style-type: none"> <li>• Fire-1</li> <li>• RD-1</li> <li>• RD-3</li> <li>• RD-5</li> <li>•</li> </ul>	<ul style="list-style-type: none"> <li>• Fire-2</li> <li>• RD-2</li> <li>• RD-4</li> <li>•</li> </ul>

## 2.3 System Programming

The system will be programmed with a log in ID for each Administrator/Supervisor. The administrators/ Supervisors will have all the capabilities that the dispatchers have as well as additional capabilities requested by the Agency. The “master” speed dial list will be the same for each position and the site supervisor/administrator will have the capability to change, add, and delete speed dials on the “master” list.

The system will be programmed with a log in ID for each dispatcher. There will be a single Agent Profile for all dispatchers that will have the same configuration, colors and icons. Agent profiles can be locked down or unlocked to allow agents to modify individual logins.

The system will be programmed to “ring all” positions in the event of an incoming call for all lines. Although ACD (Automatic Call Distribution) programming is a feature of this system, ACD functionality is not being provisioned.

The system programming requirements may be changed at the request of the Agency during the Installation process. The AT&T Project Manager will work with the Agency to meet their specific needs.

All system-level programming on the E911 system will be handled by AT&T personnel. All initial system-level programming will be to replicate the current operation of Agency as closely as possible. If it is determined during design sessions that changes need to be made, they can be made at that time. Once the system is cutover and accepted, any further adds, moves and changes will be performed on a Time and Materials basis at the prevailing contract rates (An example of add, move and change is: Adding 7 digit emergency lines to the system). The current contract labor rate is \$185.00 per 911-technician per hour.

System administration function on the E911 system will be handled by designated Agency's personnel. User-level programming includes, but not limited to, users, speed dials, TTY messages, etc.

## **2.4 System Integration Description**

### **ALI**

Geographic diverse 56K Data circuits (DSO) that carry the Automatic Location Identification (ALI) data will terminate in the AT&T provided router, which is connected via RS-232c cables to the VESTA Servers.

### **Audio Interface**

In order to ensure proper audio functionality at each IWS position and facilitate audio connectivity with third party audio devices at the Agency location. The system design includes a Sound Arbitration Module (SAM) that hands off telephony audio to a demarcation point for the radio console. This enables the radio console to provide headset sharing between phone and radio. The SAM is installed in every VESTA workstation. AT&T technicians will work with agency's radio vendor (may be required to be present onsite) to wire this and balance audio (telephony and radio) levels. The SAM also has the ability to arbitrate the telephony and radio audio in lieu of the radio console.

### **CAD**

AT&T will provide an interface connection demarcation point between VESTA Server and Agency provided Computer Aided Dispatch (CAD) computer system via a RS-232c cable located in the backroom. If the data rate of this RS-232c connection is set for 9600 bps there is a 50ft limitation imposed on this connection. The demarcation point for the Agency CAD is the designated com port of the BlackBox unit in the equipment room.

### **Firewall**

The VESTA system includes a firewall to give remote access to AT&T for support and maintenance. A broadband (DSL or better) connection or interface to the Agency's network to the AT&T firewall is required and to be provided by the Agency as per the terms of the State contract. Minimum speed requirement is 1.5MB down/768k up. Please refer to Appendix G for Agency provided remote access requirements.

## **2.5 Building Modifications**

All building modifications are the responsibility of the Agency. The AT&T Project Manager will work closely with the Agency to determine proper timeline coordination for a smooth

system implementation. Please refer to Appendix A for the specific modifications to be performed by the Agency.

### 3.0 CHANGE REQUESTS

The Agency may at any time, by written order, and without notice to the *Contractor's* sureties, submit a change order to the *Contractor*. Within ten (10) working days of receiving a proposed change order, the *Contractor* will submit a written cost estimate, which will include adjustments to the Project Price, Project Schedule, Statement of Work, Acceptance Criteria, or any other obligations of the *Contractor*, as applicable. The *Contractor* or the Agency may also decline the change order, depending on the nature of the requested changes.

The *Contractor* may also propose a change order involving additions, deletions, or revisions to the work, or any obligations imposed upon the Parties under this agreement. AT&T's changes to the system design or individual component changes will be submitted to the Agency for approval using the Change Request Form shown in Appendix D.

The Agency will appoint a single individual as a Project Manager. Change Orders will be approved in writing, by the Agency's City Manager. The *Contractor* will not proceed with any work contemplated in any proposed Change Order until it receives written notification to commence such work from the Agency's Project Manager.

ALL Change Orders must be submitted and approved by the Cal OES Emergency Communications Branch.

### 4.0 ACCEPTANCE TESTING

#### 4.1 System Acceptance Overview

Final system acceptance for the E911 system will occur when the standards of performance of the State contract are met. The standards of performance of the State contract can be viewed at:

<http://www.caloes.ca.gov/cal-oes-divisions/public-safety-communications/ca-9-1-1-emergency-communications-branch/ca-9-1-1-services-contracts>

These will have been met after 240 consecutive hours of operation following the cutover date. During these 240 hours, the system will function without interruption, as defined by contract and according to the project specifications. If the 9-1-1 system fails to meet the standards of performance, then the 240 hour system acceptance period will re-start following correction of the problem.

Please refer to Appendix E for the system acceptance and authorization checklist.

#### 4.2 Moves Adds and Changes

Once the system is accepted, any further moves, adds and changes will be performed on a Time and Materials basis at the prevailing contract rates. The current contract labor rate is \$185.00 per 911-technician per hour.

## 5.0 PROJECT TEAM

### 5.1 Contact Information

Contacts			
Role	Name	Phone / Fax / Pager	Mail / E-mail
Provisioning Manager	Gayle Kinn	Phone: (916) 972-2283 Cell: (916) 213-4619	gk5619@att.com 3707 Kings Way #C33 Sacramento, CA 95821
9-1-1 Service Executive	Anne Abdallah	Cell: (925) 336-1657	aa4345@att.com 3707 Kings Way Sacramento, CA 95821
Application Sales Executive	Kent Ames	Phone: (530) 400-1987	ka3169@att.com 3707 Kings Way Rm C33 Sacramento, CA 95821
9-1-1 Systems Technician	Troy Gentry	Phone: (888) 500-4911	tg2518@att.com
Technical Sales Consultant II	Shelby Lewis	Cell: (951) 500-2130	sl2387@att.com
Captain	Mark Duerr	Phone: (209) 937-8010	Mark.Duerr@Stocktonca.gov 110 W. Sonora St. Stockton, CA 95203
Program Specialist	Audrey Myers	Phone: (209) 603-6926	Audrey.Myers@stocktonca.gov 110 W. Sonora St. Stockton, CA 95203
State 911 Consultant	KYLE PEASE	Phone: (916) 657-9145	kyle.pease@caloes.ca.gov 601 Sequoia Pacific Blvd. MS-911 Sacramento, CA 95814

An AT&T Project Manager will be assigned for this system implementation. The Project Manager is responsible to plan, organize, control, direct and coordinate people and material resources throughout the life of the project.

## 6.0 Responsibilities

### 6.1 AT&T Responsibilities

AT&T is responsible for the following:

- Delivery of equipment
- Security of equipment, until equipment is delivered to customer premise.
- Disposal of packaging materials and debris.
- Any damage caused by Contractor (or Contractor's agent) to equipment, building, or other property.
- Installation of common control (server) equipment in racks/cabinets.
- Dressing of all cables.
- Identification and labeling of all cables.
- Training.
- Installation of appropriate cabling from equipment room to all VESTA positions.
- NENA standard ANI/ALI interface supplied to the Agency owned CAD system.
- Installation of demarcation punch block for audio source and logging recorder.
- Installation of interface jacks for radio headsets.
- Installation of VESTA Call Taking equipment at each dispatch position.

### 6.2 Agency Responsibilities

#### Equipment Room

- Provide locked limited access to the equipment room.
- Provide/verify (2) dedicated 20-amp circuits for equipment cabinet
- Furnish HVAC equipment that will keep the backroom temperature and humidity levels of 72 degrees F +/- 5 and less than 50% relative humidity.
- DSL or high-speed link for remote maintenance/access by AT&T

#### Dispatch Room

- Furniture selected by Agency is compatible with, or will be modified by the Agency to be compatible with, the selected system equipment.
- Provide/verify (1) dedicated 15 or 20 amp circuit per position.
- Furnish/verify that each AT&T dispatch position has one 15 amp breaker circuit dedicated to emergency call taking position with a quad outlet. Ancillary electrical components such as heaters, lights and furniture should not be on this circuit.
- Power for the NetClock Time Display

#### General

- Access to building for AT&T and subcontractors.
- Conduit and coring of walls.
- Lifting floor tiles.
- Adequate power and power outlets and circuit breakers.
- All radio, CAD and recorder equipment.
- Adequate security to prevent theft of computer equipment.
- On-going upkeep for room requirements listed.



- Technical expertise from Agency's other vendor's during planning, installation and cutover.
- The Agency's Project Manager will facilitate the resolution of any problem determined with these interfaces pertaining to the radio, CAD, recorders, or other Agency owned interfaces.

### **6.3 Cal OES Emergency Communications Branch Responsibilities**

- Not Applicable.

Note: The 911 Network and Agency Networks may not share the same LAN Segments. VESTA IP packets must be segregated from CLETS, NCIC, DMV, CWS, and all other Agency network traffic.

## 7.0 AGENCY PROFILE

During the implementation phase, AT&T Project Manager will work Agency's Project Manager to update the Agency Profile and provide a copy of the Agency Profile to the Agency's Project Manager.

## 8.0 INSTALLATION SCHEDULE

The following dates are based on the "Final Funding Date" listed below and are offered as a general planning reference. These dates are best estimates at this time. Changes to the "Final Funding Date" will affect all the dates below.

<b>Final Funding Date:</b>	<b>11/30/2017</b>
<b>Equipment Order Date:</b>	<b>12/5/2017</b>
<b>Equipment Delivery Date:</b>	<b>2/13/2018</b>
<b>Site Readiness By PSAP Date:</b>	<b>2/15/2018</b>
<b>Begin Installation Date:</b>	<b>2/18/2018</b>
<b>Programming Change Freeze Date:</b>	<b>2/20/2018</b>
<b>Training Date:</b>	<b>3/13/2018</b>
<b>System Cutover Date:</b>	<b>3/27/2018</b>
<b>PSAP Acceptance Date:</b>	<b>4/6/2018</b>

Final installation schedule will be established by mutual consent of the Contractor and the Agency; however, prior to the installation date, the Agency may defer the installation, and a new installation date will be established by mutual agreement. Such unilateral deferment will not exceed 60 days, except by mutual agreement.

Pricing is based on installation being performed during AT&T's normal business hours (M-F, 8:00am - 5:00pm, excluding AT&T holidays). Installation activities outside of AT&T's normal business hours are available at prevailing after hour tariff. There will be no additional cost to the Agency for an after-hours cutover, if it becomes necessary.

Please note, cancellation of Airbus resource within two weeks of an activity (for example: training, Airbus remote Engineering service); an Airbus cancellation fee may apply.

## 9.0 WARRANTY

AT&T includes one (1) year parts and labor warranty for all equipment, software, features and functionality provided for the Basic Turn-key Configuration. The warranty is for year one (1) year after the date of system acceptance of the installation by the Agency.

## 10.0 MAINTENANCE PLAN

AT&T includes a one-year warranty and years two through five on a maintenance contract through the State of California Contract 4156-6.

## 10.1 Remote Access

The 911 system is provisioned to allow AT&T to remotely access the 911 system in order to identify software and hardware problems and make repairs. In the event that the equipment cannot be repaired remotely, two trained technicians are stationed within two hours of the Agency to facilitate onsite repairs.

## 10.2 Maintenance Procedures

### VESTA

- AT&T will provide a "Maintenance Kit" to be kept at a location readily accessible to AT&T Technicians or, in some special cases, due to an Agency's location or system size, kept on site in a secured location. The contents of the Maintenance Kit will be based upon the requirements of the Agency's 9-1-1 system. AT&T absorbs the cost of the Maintenance Kit and the equipment provided within the kit will remain the property of AT&T.
- AT&T includes five-year parts and labor on the 9-1-1 system. The five-year period begins at date of customer acceptance. After the five-year period, the Agency may choose to replace the system, maintain it, or a maintenance contract will be created with agreed terms, conditions and costs. During the first year warranty and years two through five maintenance period, software service packs and hot fixes will be kept current and upgraded at no charge (additional features and hardware may not be included); new Manufacturer software versions, hardware, and Operating System upgrades are not included.

### Post-Installation Support Limitations

AT&T's support obligations hereunder will not apply to any AT&T supported product if adjustment, repair, or parts replacement is required because of:

- Printer ink and paper are not included under maintenance.
- Accident, neglect, tampering, misuse, improper / insufficient grounding, failure of electric power; failure of the PSAP and/or others to provide appropriate environmental conditions, relocation of hardware or software, or causes other than ordinary use
- Repair or alteration, or attempted repair or alteration of any AT&T supported product (hardware and/or software) by the PSAP or others
- Connection of another machine, device, application or interface to AT&T supported equipment (hardware and/or software) by Agency, the PSAP, or others, which has caused damage to AT&T supported equipment
- Degradation of performance to AT&T maintained systems due to excessive heat, humidity, moisture, condensation, dust, EMI, etc. at Agency's location
- Damage or destruction caused by natural or man-made acts or disasters
- Degradation of performance to AT&T systems due to the installation of third party software applications or Operating System patches, service packs, hot fixes, or Windows services and not specifically certified, approved, and registered by AT&T for use at the site(s) identified herein.

- Support described herein does not include cosmetic repairs, refurbishment, furnishing consumables, supplies or accessories, making accessory changes or adding additional devices or software applications.

For repair of unsupported failures, the Agency may request Field services to rectify unsupported failures, as defined above, on a Time & Materials basis. Labor rate charged will be the current AT&T labor rate (plus expenses) at the time service is requested.

AT&T is NOT responsible for the performance of third party applications/systems.

### **10.3 Remedial Maintenance**

Please refer to Appendix H for additional information on maintenance procedures.

### **10.4 Technician Expertise**

Please refer to Appendix H for additional information on technician expertise.

### **10.5 Trouble Reporting Contact Number**

The Customer Assistance Bureau (CAB) is the trouble reporting center for our priority Public Safety Agencies. The center is responsible for receiving Agency reports and electronically relaying the reports to the responsible work groups for resolution, 24 hours a day, 365 days a year. The Priority Repair Service number is: (877) 500-4911.

### **10.6 Maintenance Exclusions**

Items excluded from maintenance include any Software which is at a revision level not supported by the Software licensor. AT&T makes no guarantee as to parts availability on Equipment that has been discontinued by its manufacturer. In the event a manufacturer discontinues producing any Equipment or in the event the Equipment has outlived the manufacturer's suggested product life cycle, AT&T will continue to provide Service under the Maintenance Plan for as long as parts are available on a commercially reasonable basis. In the event repair parts are not readily available, AT&T will advise customer and customer will have the option to replace the Equipment with a similar product AT&T offers at the prevailing rates. In the event the customer declines to authorize such replacement, AT&T will cease providing Service for such Equipment.

## **11.0 TRAINING**

### **11.1 Supervisor/Dispatcher Training**

Formal on-site training for aforementioned systems will be provided by the Manufacturer and Vendor(s) as referenced in Table 5. AT&T will install, configure and prepare all system components required by manufacture/vendor training for Agency. The Agency will need to provide training area with working VESTA positions for training. The training will be done during normal business hours (8 a.m. and 5 p.m.) Monday through Friday. If the Agency requests off-hours training, it can be negotiated but may result in additional expense.

On-site training schedule for all training system components as reference in Table 5 will be provided by AT&T Project Manager during the implementation phase. The actual number of classes will dependent up on the number of available training positions and Agency personnel shift schedules. AT&T project management will work with Agency to determine the appropriate number of positions required for training of all solution components. Post-cutover training requirements must be negotiated with the AT&T Project Manager and may result in additional expense to the *Agency*. Post-cutover training requirements must be negotiated with the AT&T Project Manager and may result in additional expense to the Agency.

## **11.2 Training Documentation**

### **VESTA**

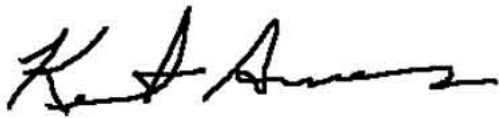
Training documentation may include hard-copies of the User Guide per site, and one soft-copy will be installed on each workstation. Documentation will be given to the Agency's designated training coordinator.

## **11.3 Service Manual Documentation**

Technical Installation and Maintenance manuals will be provided with the delivery of the systems. These technical manuals should be kept in the equipment room near the equipment racks for the AT&T technicians to utilize as necessary.

**12.0 DOCUMENT ACCEPTANCE****Stockton Fire Department****(7) VESTA 911 Positions, Analytics,  
and  
NetClock Project****Contract Number: 4156-6**

I have read the preceding document version 2.0. I understand and approve of the scope of work described therein. In addition, I understand that subsequent modifications to the scope of work will be requested on the attached Change Request Form and approved by both Stockton Fire Department and AT&T.

\_\_\_\_\_  
Stockton City Manager\_\_\_\_\_  
Date

November 8, 2017

\_\_\_\_\_  
Application Sales Executive, AT&T California\_\_\_\_\_  
Date

## Appendix A: Agency Compliance - Site Certification Document

### Stockton FD – Site Certification Document

This Section meets the State contract requirement for AT&T to provide a Site Readiness Checklist to the Agency.

A site survey has been made and site modifications will be needed to meet the following requirements for equipment installation. The following site modifications must be completed by the Agency prior to AT&T beginning the installation of the new or upgraded system. The completion of all building modifications is the responsibility of the Agency. In the event that AT&T attempts to begin installation and subsequently discovers that these modifications have not been met as specified, AT&T may postpone implementation. A quote will be provided to the Agency for any additional costs incurred by AT&T because of the postponement. Any additional costs that are incurred for site modifications because of the postponement will be the responsibility of the Agency. Work will be rescheduled upon completion of the required modifications.

- 1) Agency to install two 20 amp breakered circuits dedicated to and installed at the 911 rack with a 20 amp duplex NEMA 5-20R outlet as depicted in below drawing (appendix B).
- 2) Verify (install if necessary) a dedicated 120VAC electrical circuit (NEMA 5-15R) at each VESTA position.
- 3) Provide DSL or other high-speed link for remote maintenance and support.
- 4) Three NetClock NTP ports (these ports are hardware isolated) may be used for Agency networks (Agency will need to provide IP address and wiring to the port(s) on the device).
- 5) Power for the NetClock Time Display

#### Hazardous Materials

Customer will maintain Customer's location where AT&T is to perform work in a suitable and safe working environment, free of Hazardous Materials. AT&T does not handle, remove or dispose of, nor does AT&T accept any liability for, any Hazardous Materials at Customer's location. If AT&T encounters any such Hazardous Materials, AT&T may terminate this Statement of Work or suspend performance until Customer removes and cleans up at its expense Hazardous Materials in accordance with this Statement of Work and applicable law. For purposes hereof, "Hazardous Materials" means any substance whose use, transport, storage, handling, disposal, or release is regulated to any law related to pollution, protection of air, water, or soil, or health and safety.

Authorized Agency Representative understands that the modifications listed above must be complete prior to AT&T commencing installation.

\_\_\_\_\_  
Authorized Agency Representative accepts modification list.

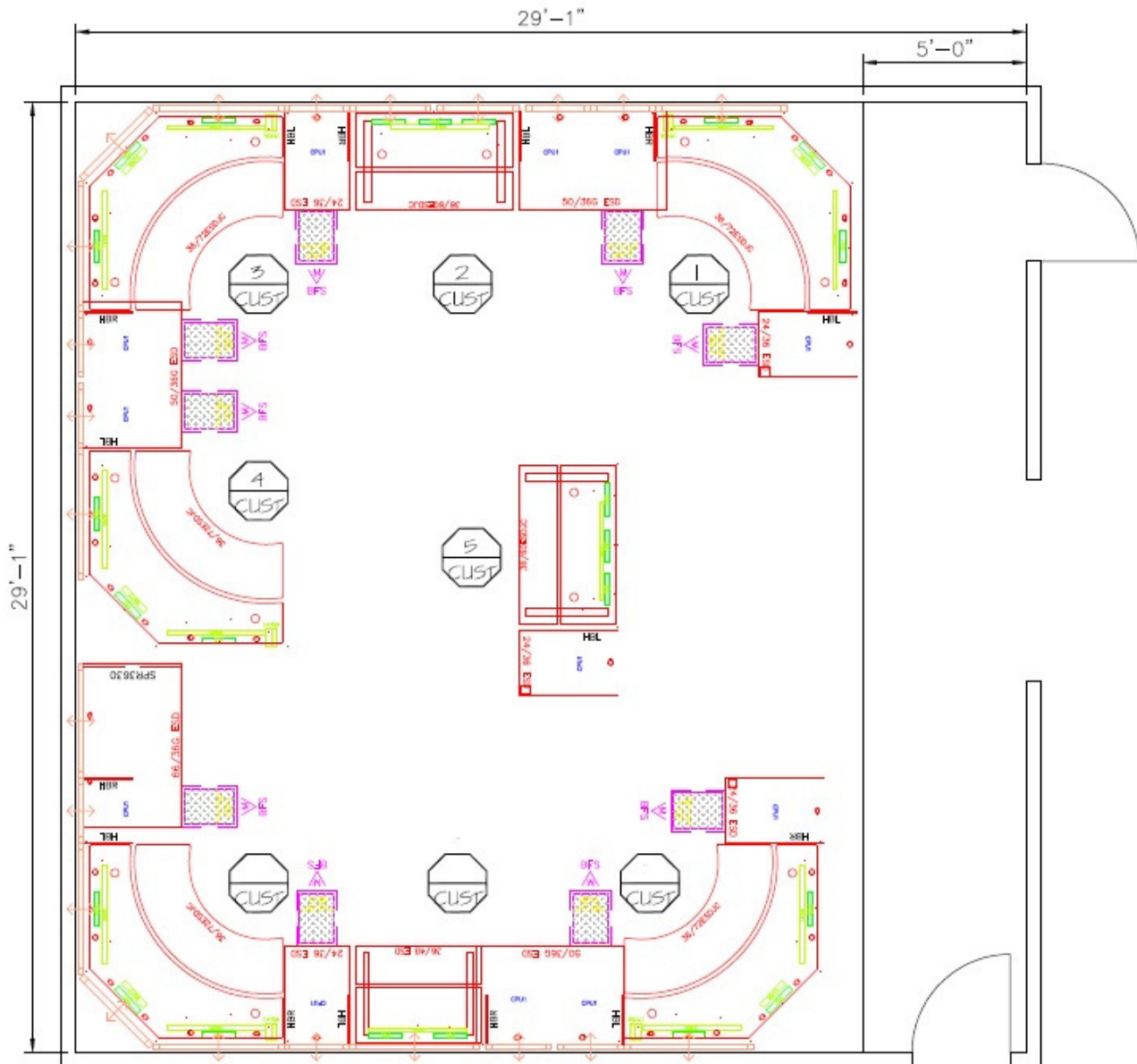
\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Agency Representative certifies modifications complete.

\_\_\_\_\_  
Date

## Appendix B: Floor Plan

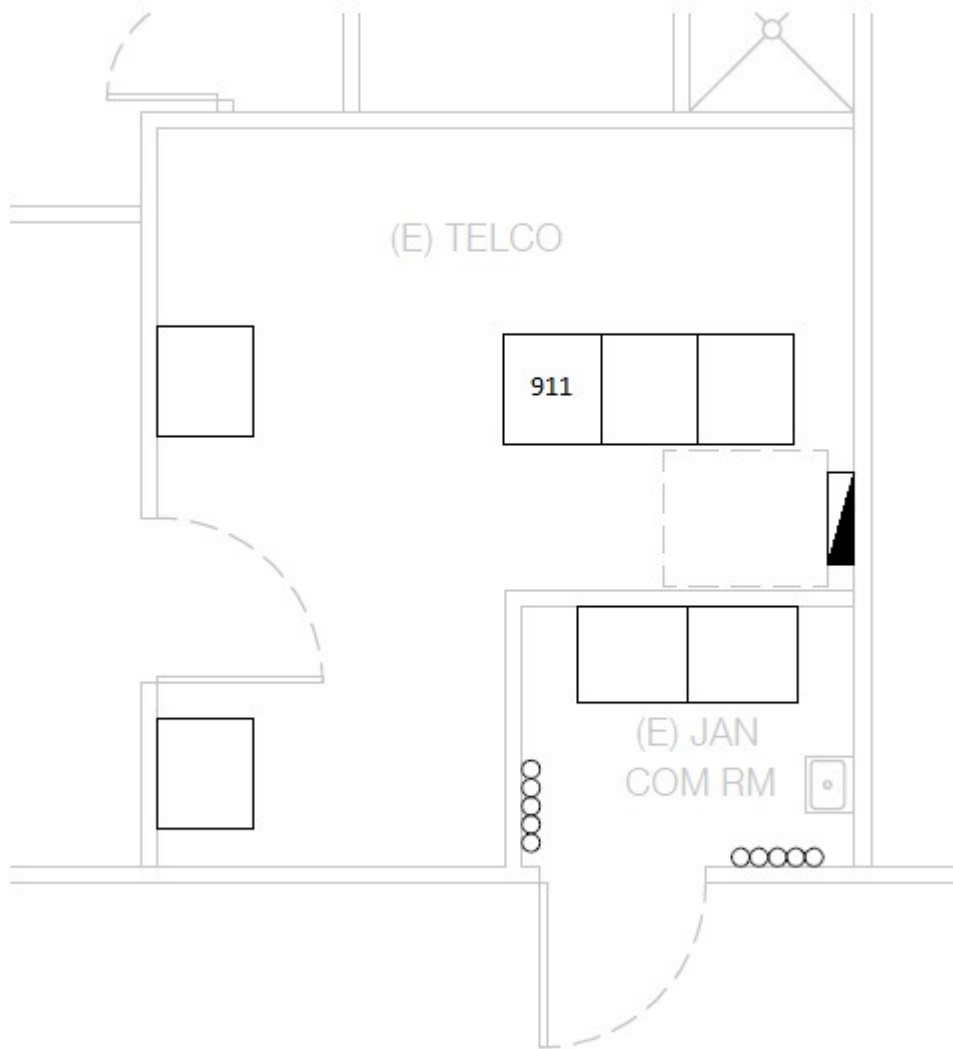
### FOOTPRINT OF DISPATCH ROOM





# FOOTPRINT OF EQUIPMENT ROOM

ATTACHMENT A



## Appendix C: Pricing

*Please refer to separate document.*

## Appendix D: Change Order Request Form

AT&T Project Office

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### Change Request Form: Stockton FD

Change Orders cannot be billed directly to the State without State approval.  
The Agency will be billed and must submit a reimbursement request to the State.

**Originator:**

**Change Request Definition:**

To be completed by Stockton City Manager

**Impact to System Schedule:**

**Impact to Overall Project Schedule:**

**Development Price:**

<b>Change Request #:</b>	<b>Date:</b>
<b>System Affected:</b>	
<b>Accepted</b>	<b>Rejected:</b>

<b>Final AT&amp;T Signoff:</b>	<b>Final Agency Signoff:</b>	<b>Date:</b>
--------------------------------	------------------------------	--------------

## Appendix E: STAND ALONE CPE SYSTEM ACCEPTANCE AND AUTHORIZATION FORM

*Please refer to separate document.*

**Appendix F: AT&T LAN/WAN Policy****AT&T LAN/WAN PSAP Security Policy**

AT&T will terminate the 9-1-1 LAN (AT&T provided) to a firewall (AT&T provided) for use by AT&T or sub-contractor for installation/remote support and maintenance via an AT&T/Agency provided connection (DSL, etc.). If the solution requires inter-LAN connectivity, AT&T will work with the Agency to formulate a mutually agreed network design.

In the event the Agency has previously connected or subsequently connects their 9-1-1 LAN to any other computer network or has caused or causes such a connection, contrary to this Security Policy herein (which Agency acknowledges it has received and read), and the 9-1-1 equipment and/or 9-1-1 LAN is infected or damaged as a result of such connection, then all 9-1-1 equipment and/or 9-1-1 LAN warranties, maintenance, and service provisions of this amendment or statement of work will be immediately null and void.

Under such circumstances, AT&T will provide repair services for the 9-1-1 equipment and/or 9-1-1 LAN at the Agency's request and time and materials charges will apply for all parts and labor required as a result of damage caused by the infection. After all related damage has been repaired, maintenance and service provisions of this agreement will resume.

The Agency agrees to indemnify and hold AT&T harmless for any damages to or claims by any third party against AT&T that arise in whole or in part from Agency's existing or subsequent connection of the 911 equipment and/or 9-1-1 LAN provided hereunder to any computer network outside of AT&T's control.

For AT&T/Agency Firewall interconnection instructions please reference Appendix G. "Agency Provided Internet Access".

## Appendix G: Agency Provided Remote Access

# E911 Agency Provided Remote Access for 911 Installations

## Summary

The purpose of this document is to provide specifics for Internet access that will ultimately be terminated into an AT&T supplied Cisco ASA firewall (ASA). The purpose of the ASA is to provide remote access via two-phase authentication and/or secure site-to-site VPN tunnel into the 911 equipment for remote maintenance and monitoring as applicable and as needed. By allowing only authenticated and encrypted traffic, the AT&T managed Cisco firewall will ensure the security and integrity of the 911 system.

## Technical Requirements

AT&T requests the Internet access meet the following technical requirements.

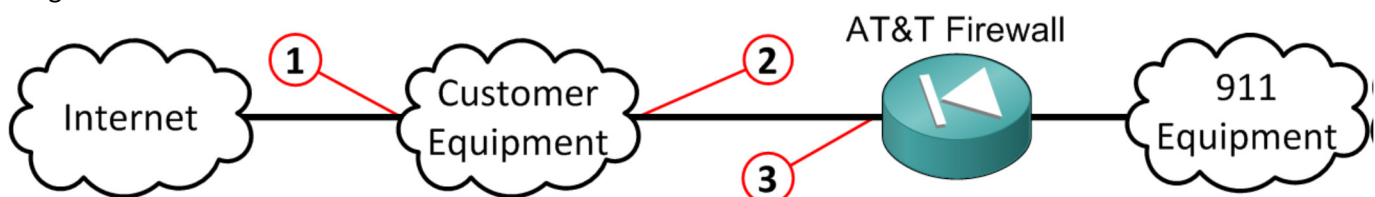
- Access to the Internet with a minimum speed of 1.5M download and 768k upload
- Allowance for the following protocols:
  - SSH – TCP port 22
  - HTTPS – TCP/UDP port 443
  - NTP – UDP port 123 (site dependent)
  - IPSEC protocol suite
    - IP Protocol 50 for IPSEC ESP
    - UDP Port 500 for IKE Phase 1
    - UDP Port 4500 for IKE Phase 1 with NAT-T
- Physical hand-off should be Copper Ethernet, Cat5E or better

## Informational Requirements

The Customer shall provide the following IP addressing and where appropriate subnet mask information to AT&T Project Management via email to be distributed to relevant AT&T Engineering and Technical resources. See Diagram 1.

1. Public IP address to access the ASA from the Internet
2. Default Gateway for the ASA to access the Internet
3. Private IP address assigned to the Customer side of the ASA if Customer is performing NAT (Network Address Translation)

Diagram 1



## Notice

AT&T reserves the right to revise this document for any reason, including but not limited to, conformity with standards promulgated by various governmental or regulatory agencies, utilization of advances in the state of the technical arts, or the reflection of changes in the design of any equipment, techniques, or procedures described or referred to herein. Liability to anyone arising out of use or reliance upon any information set forth herein is expressly disclaimed, and no representations or warranties, expressed or implied, are made with respect to the accuracy or utility of any information set forth herein. Prepared by: Keith Martin, Technical Consultant II / km7564@att.com / 918-519-2634 version 2015.05.16

## Appendix H: Maintenance Procedures

# “AT&T”

## PROVIDING PRODUCT & SERVICE EXCELLENCE

### TROUBLE REPORTING PROCEDURES

The Customer Assistance Bureau (CAB) is the trouble reporting center for our priority Public Safety Agencies. The center is responsible for receiving Agency reports and electronically relaying the reports to the responsible work groups for resolution, 24 hours a day, 365 days a year. The CSB can escalate trouble reports and put you in contact with management personnel responsible for resolving the trouble you have reported.

**The Priority Repair Service number is:**

**(877) 500-4911**

Due to the complexity of the services we provide and your own equipment ***it is essential that you isolate trouble before reporting to AT&T.*** A few extra minutes to properly identify, isolate and report a trouble can save hours in resolution time. Reporting the wrong trouble or circuit number may cause extended delays in our ability to deploy the appropriate work crew to repair the problem.

**When you call in a report, please be ready to provide the following information:**

1. Your name and call back telephone number.
2. Address and the location of trouble.
3. Telephone numbers or circuit number in trouble.
4. Nature of the trouble/condition.
5. Application the circuit is used for.
6. Access restrictions we may have to resolve trouble report.
7. Any terminal access problems or arrangements before dispatch.
8. The name of the contact person and their office number is a must!
9. Identification of Major or Minor Failure. (Defined below)
10. For urgent restorations you can ask for an hourly status from the Plant Control Office/PCO.

**Major Failure - Definition Of Major Failure:** Any hardware, software or circuitry failure that prevents the 9-1-1 PSAP call taker from making voice or TDD contact or viewing ANI information or ALI information from a person who has dialed 9-1-1. Upon verbal notification by the Agency, or electronic notification by the 9-1-1 system itself, of a major failure, AT&T will meet the required response time detailed below:

**ONSITE RESPONSE:** A factory-trained technician will respond on-site with spare parts and/or software within two (2) hours, or less, to diagnose and commence repair of a major failure. (The initial replacement of some components may not be identical to the defective part (monitor, keyboard, mouse, speakers, etc.). This is to provide an expeditious restoration. An identical replacement part will be provided within 72 hours.) Within two (2) hours, or less, the responding technician will notify the PSAP of the nature of failure and an estimated time to effect repairs.

**Minor Failure** - Definition of Minor Failure: Any hardware, software or circuitry failure that prevents the normal operation of any feature of the 9-1-1 system. Upon verbal notification by the Agency, or electronic notification by the 9-1-1 system itself, of a minor failure AT&T will meet the required response time detailed below:

ONSITE RESPONSE: During the initial notification by the PSAP Agency of a minor failure, the *Contractor* will provide to the PSAP Agency an estimated time for on-site diagnostics/repairs to begin. A factory trained technician will respond on-site with spare parts/software within twenty four (24) hours, or less, to diagnose and repair a minor failure. (The initial replacement of some components may not be identical to the defective part (monitor, keyboard, mouse, speakers, etc.). This is to provide an expeditious restoration. An identical replacement part will be provided within 72 hours.) Within twenty four (24) hours, or less, the responding technician will notify the PSAP of the nature of failure and an estimated time to effect repairs.





DATE 11/8/2017

**Quote Summary****Stockton Fire Department****VESTA-VESTA Analytics****SUMMARY**

**Account Manager** Kent Ames  
**Phone** (530) 621-6986  
**Email** KentAmes@att.com  
**Address** 3707 Kings Way  
 Sacramento, CA 95821

Equipment	\$165,733.41
Installation	\$25,065.00
Maintenance	\$56,583.52
<b>Total VESTA Call Handling</b>	<b>\$247,381.93</b>
Tax	\$13,708.32

Equipment	\$19,995.78
Installation	\$631.16
Maintenance	\$4,072.80
<b>Total PowerMIS</b>	<b>\$24,699.74</b>
Tax	\$740.17

<b>SYSTEM TOTAL</b>	<b>\$272,081.67</b>
---------------------	---------------------

Tax	\$14,448.49
-----	-------------

This Quote Valid until 3/8/2018

Total with Tax	\$286,530.16
----------------	--------------



## Quote Summary

**Stockton Fire Department  
VESTA Call Handling**

**Account Manager** Kent Ames  
**Phone** (530) 621-6986  
 KentAmes@att.com  
**CA 9-1-1 MPA #** 4156-6 VESTA

**AIRBUS**  
**7 Position VESTA®**  
**Tax Rate** 9.000%

7 Position VESTA®		Equipment	\$165,733.41
		Taxable Equipment	\$152,314.64
		Implementation	\$25,065.00
		Subtotal	\$190,798.41
\$1,178.82 x 48 Months Maintenance Years 2-5 <i>Year 1 included with system</i>			\$56,583.52
		<b>SYSTEM TOTAL</b>	<b>\$247,381.93</b>
		Tax	\$13,708.32
This Quote Valid until	3/8/2018	Total with Tax	\$261,090.25



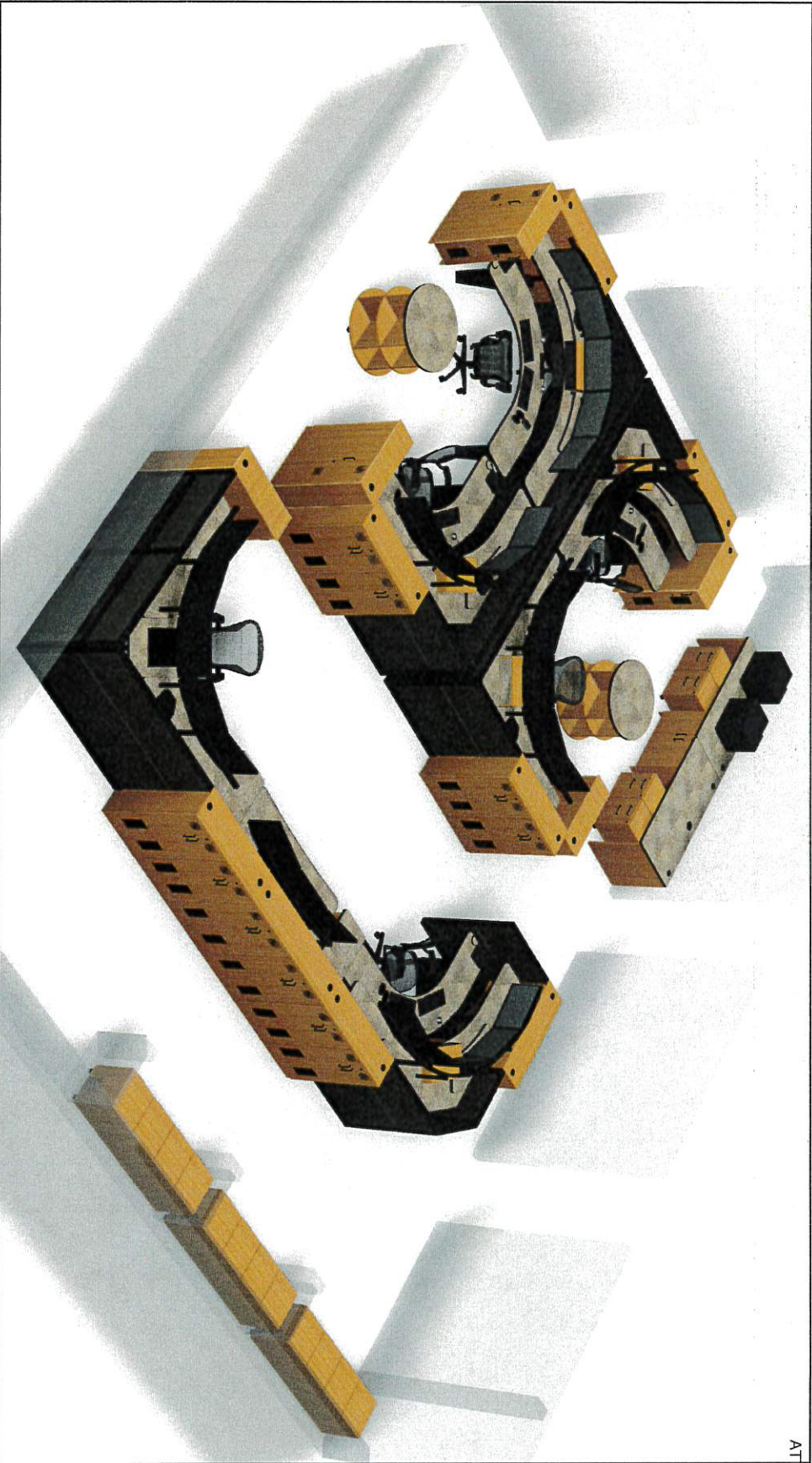

DATE 11/8/2017

**Quote Summary**
**Stockton Fire Department**  
**VESTA Analytics MIS System**
**Account Manager** Kent Ames  
**Phone** (530) 621-6986  
**Email** KentAmes@att.com
**Airbus\_MIS****Tax Rate 9.000%**

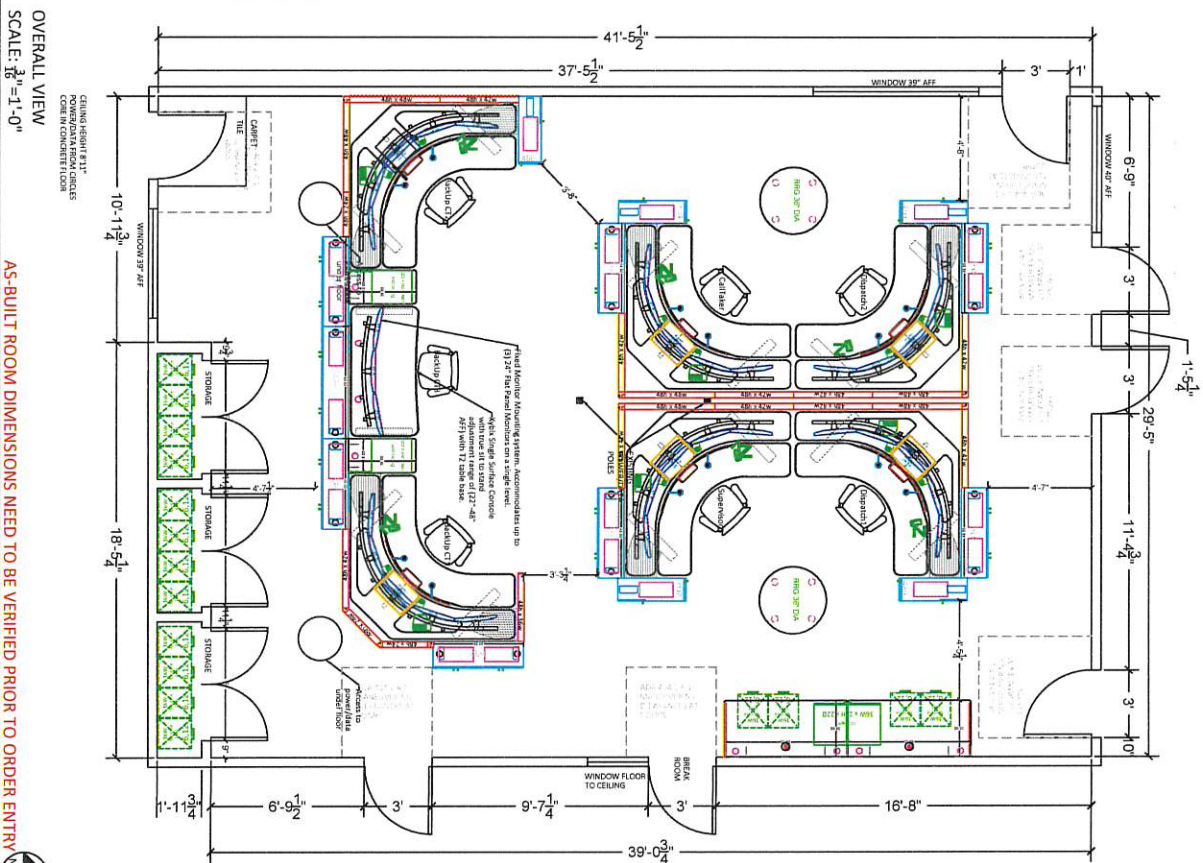
Airbus_MIS Package	Equipment	\$19,995.78
	Taxable Equipment	\$8,224.10
	Installation	\$631.16
	Subtotal	\$20,626.94
\$84.85 x 48 Months Maintenance Years 2-5 <i>Year 1 included with system</i>		\$4,072.80
	<b>SYSTEM TOTAL</b>	<b>\$24,699.74</b>
	Tax	\$740.17
This Quote Valid until 3/8/2018	Total with Tax	\$25,439.91

**Considerations:****Revision History**

1	Solution	VESTA	Original	3/28/2016
2	Number of IWS positions	7- (6 IWS + 1 Laptop)	Update	5/9/2016
3	Laptop Position	1 with ( 1)Monitor, Busy Light, (2) ea; Mouse, Keyboard, Genovation, SAM)	Discounted added	5/26/2016
4	Number of Admin Phones	0	date update	10/20/2016
5	Lines	11 Up to 12 911 27 Up to 32 Admin	New Contract Quote	7/19/2017
6	MIS Package Included?	YES	Update	8/3/2017
7	Mapping Included?	No	Discounty	8/7/2017
8	Voice Recorder Included?	No	MIS Correction	8/24/2017
9	Standalone Client Workstations?	No	date update	9/26/2017
10	Provider of Monitors	AT&T; 24" LCD	date update	11/8/2017
11	Provider of UPS	AT&T; Backroom and Positions		
12	Arbitrators?	Yes- 4 Port		
13	Genovation Keypads?	Yes; 48 Button		
14	NetClock Included	Yes- single Port. Other equipment timed from customer NetClock		
15	Vendor Services	Included		
16	Other	Redundant gateways and workstation NICs		
17	Dispatcher Training	VESTA® Agent bundle includes (2) 1/2 day class of Agent training for up to 8 students.		
18	Admin Training	VESTA Admin bundle includes (1) 1 1/2 day class of Admin training for up to 8 students		
19	Cutover Coaching	Cutover Coaching includes (1) 8 hour session within a 24 hour day		
20	Analytics Admin Training	VESTA Analytics Admin bundle includes (1) 1 day class of Admin training for up to 8 students		
21	Analytics Remote Training	VESTA Analytics Remote Training uses actual customer data and is conducted post cut (30-45 days after cutover)		
22	Busy Lights	6 positions with Lights, 10" Pole, mounting bracket and power supply		

CABLE TYPES-TOTALS AS NOTED ON QUOTE		FINISH SELECTIONS				<p>Stockton Fire Department 110 W. Sonora St. Stockton, CA 95203</p>		<p>ATTACHMENT C <b>xybix</b> 8207 Southpark Circle Littleton, CO 80120 1.800.788.2810 F 503.683.5454 www.xybix.com</p> <p>Sales Rep: Eric Parks Email: <a href="mailto:EricP@xybix.com">EricP@xybix.com</a> Designer: Catherine Miller Email: <a href="mailto:CatherineM@xybix.com">CatherineM@xybix.com</a></p>																																	
Monitors-DVI-D: <b>qty.</b>	VGA: <b>qty.</b>	Panel Trim: <b>Color</b>																																							
DataDock- USB: <b>qty.</b>	RI-11: <b>qty.</b>	Laminate: <b>Color</b>																																							
Outside DataDock-USB: <b>qty.</b>	RI-45: <b>qty.</b>	T-Mold: <b>Color</b>																																							
		Audio: <b>qty.</b>	Melamine: <b>Color</b>																																						
Signed cable sheet received		Edgeband: <b>Color</b>	Handle: <b>Type and color</b>																																						
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																																									
SIGN OFF APPROVAL: Furniture orders and product installation shall not proceed until the Client has given approval to these documents. Approval of the Client shall constitute approval of the drawings for contents, scope of work and all dimensions regardless by the Client as being necessary to the use of space, furnishings and equipment. Furniture orders, or product installation shall be interpreted by XYBIX as approval in full to these documents by the Client. Revisions after approval of these documents shall result in additional costs.																																									
Signature:  Title: <b>FIVE CHIEF</b> Date: <b>12/5/17</b>																																									
				REVISONS																																					
				<table border="1"> <thead> <tr> <th>REV</th> <th>DESCRIPTION</th> <th>DATE</th> <th>DSSN</th> </tr> </thead> <tbody> <tr> <td>0</td> <td>Drawing Creation Date</td> <td>05.13.16</td> <td>ccm</td> </tr> <tr> <td>1</td> <td>Changes to layout per 05.27.16 goto meeting.</td> <td>06.06.16</td> <td>ccm</td> </tr> <tr> <td>2</td> <td>Add Option 2 layout. Include Anti-Microbial Laminate, Task Lighting, and MyClimate.</td> <td>06.23.16</td> <td>ccm</td> </tr> <tr> <td>3</td> <td>GOTO meeting revise layout, new pricing plan.</td> <td>09.15.16</td> <td>jg/ccm</td> </tr> <tr> <td>4</td> <td>Add glass top panels to supervisor station ONLY.</td> <td>09.26.16</td> <td>ccm</td> </tr> <tr> <td>5</td> <td>Revert to Revision 0 Option 1 layout.</td> <td>11.14.16</td> <td>ccm</td> </tr> <tr> <td>6</td> <td>Update tech towers &amp; panels, per engineering.</td> <td>08.17.17</td> <td>ccm</td> </tr> </tbody> </table>		REV	DESCRIPTION	DATE	DSSN	0	Drawing Creation Date	05.13.16	ccm	1	Changes to layout per 05.27.16 goto meeting.	06.06.16	ccm	2	Add Option 2 layout. Include Anti-Microbial Laminate, Task Lighting, and MyClimate.	06.23.16	ccm	3	GOTO meeting revise layout, new pricing plan.	09.15.16	jg/ccm	4	Add glass top panels to supervisor station ONLY.	09.26.16	ccm	5	Revert to Revision 0 Option 1 layout.	11.14.16	ccm	6	Update tech towers & panels, per engineering.	08.17.17	ccm				
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				SIGN-OFF INITIALS: <b>X</b>																																					
				REV <b>6</b>																																					





OVERALL VIEW  
SCALE:  $\frac{3}{16}'' = 1'-0''$

AS-BUILT ROOM DIMENSIONS NEED TO BE VERIFIED PRIOR TO ORDER ENTRY



9

Stockton Fire Department  
110 W. Sonora St.  
Stockton, CA 95203

8207 SouthPark Circle  
Littleton, CO 80120  
1.800.788.2810 F.303.683.454  
www.xybiz.com

Stockton Fire Department  
110 W. Sonora St.  
Stockton, CA 95203

### LEGEND

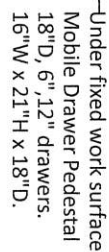
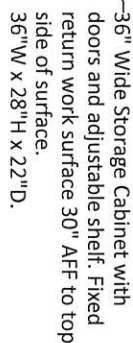
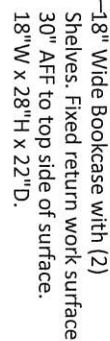
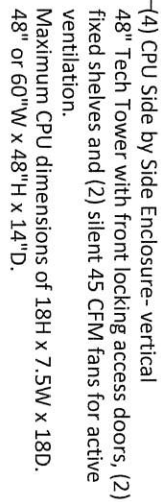
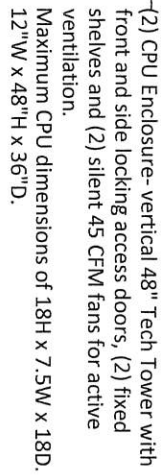
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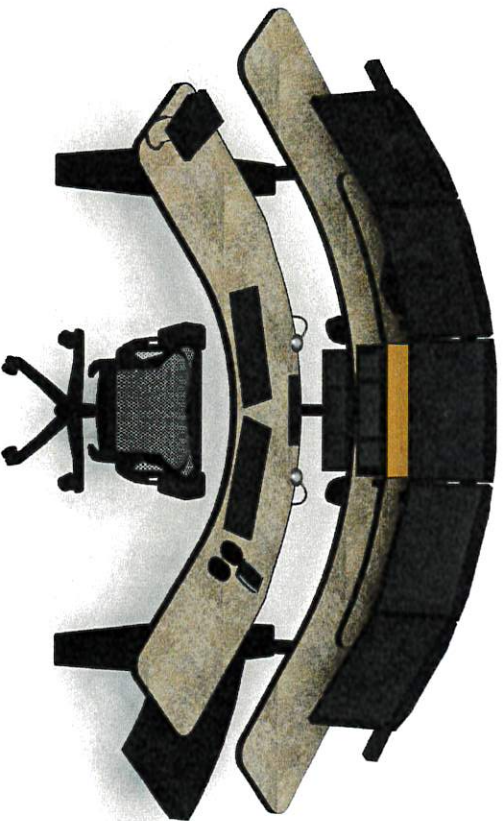


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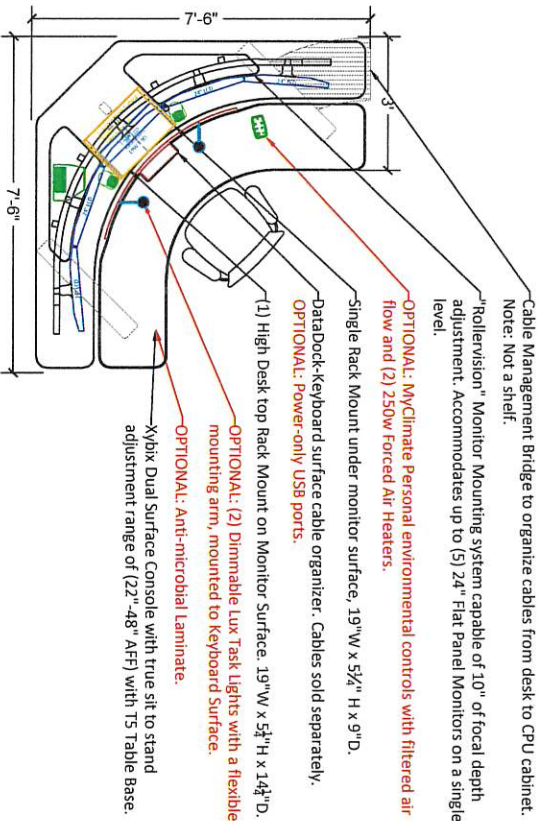
\*CONCEPTUAL IMAGES-REFER TO ACTUAL COLOR  
SAMPLES FOR EXACT COLOR REPRESENTATION\*

FINISHES

Typical



RENDERING  
SCALE: NONE



TYPICAL WORKSTATION  
SCALE: 3/8"=1'-0"

8207 Southpark Circle  
Littleton, CO 80120  
1.800.788.2310 F.303.683.5454  
www.xybix.com

Sales Rep: Eric Parks  
Email: [EricP@xybix.com](mailto:EricP@xybix.com)  
Designer: Catherine Miller  
Email: [CatherineM@xybix.com](mailto:CatherineM@xybix.com)

Stockton Fire Department  
110 W. Sonora St.  
Stockton, CA 95203

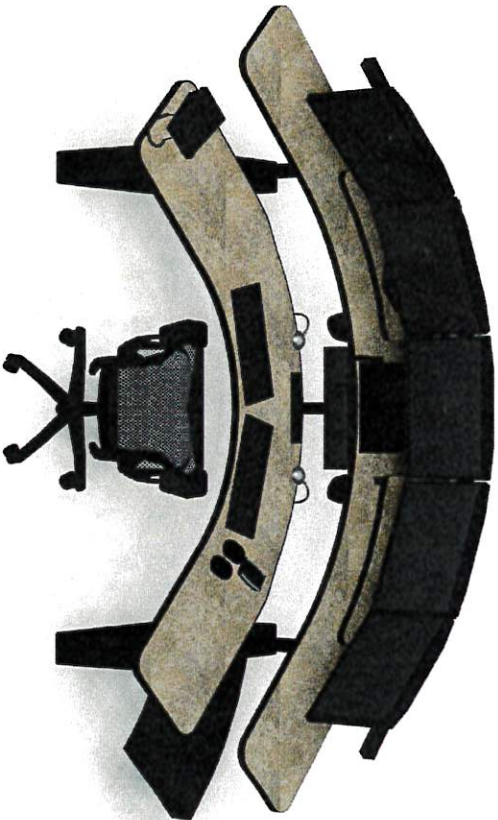
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DRAWING NAME:	
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SHEET:	SCALE:
4 of 7	As Noted
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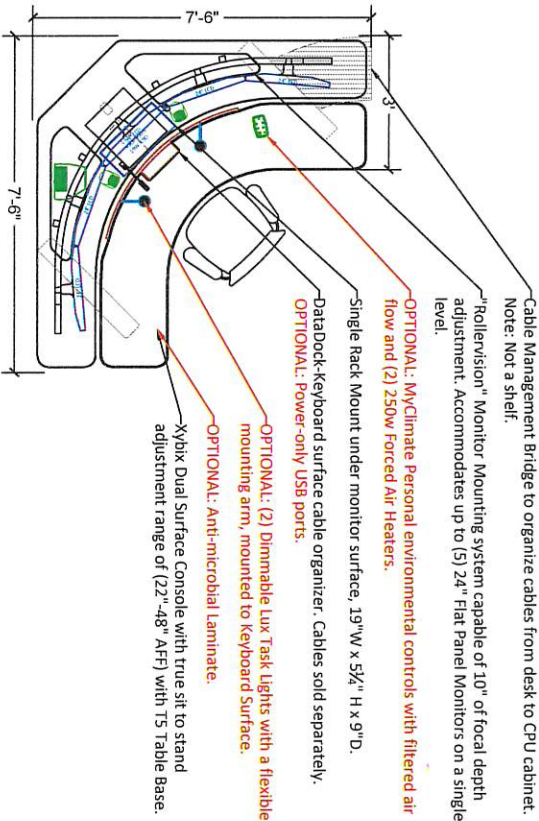
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FINISHES

BackUp CT2



RENDERING  
SCALE: NONE



TYPICAL WORKSTATION  
SCALE: 3/8"=1'-0"=1'-0"

8207 SouthPark Circle  
Littleton, CO 80120  
1.800.788.2810 F.303.683.5454  
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Sales Rep: Eric Pans  
Email: EricP@xybix.com  
Designer: Catherine Miller  
Email: Cathemil@xybix.com

Stockton Fire Department  
110 W. Sonora St.  
Stockton, CA 95203

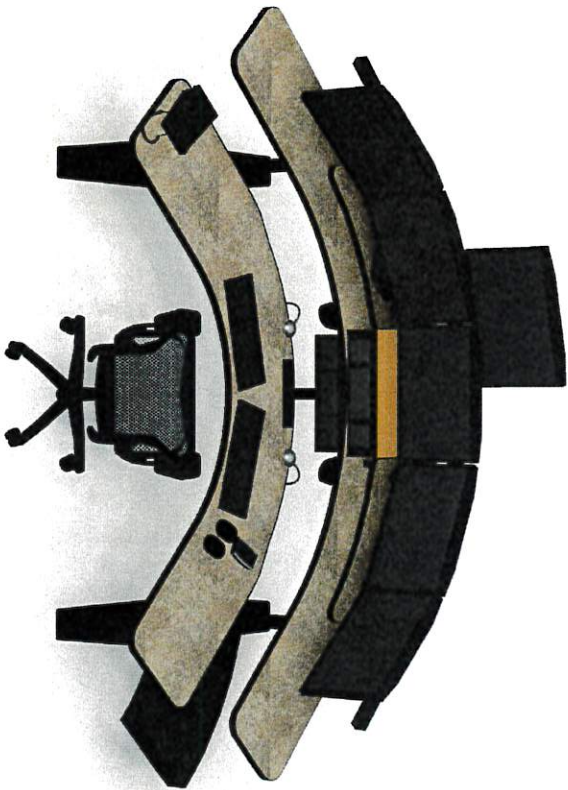
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TYPICAL WORKSTATION			
SHEET:	5 of 7	SCALE:	As Noted
NOTE: This design & layout is the property of XYBIX Systems, Inc. & is not to be used in any manner without express written permission by XYBIX Systems, Inc.			
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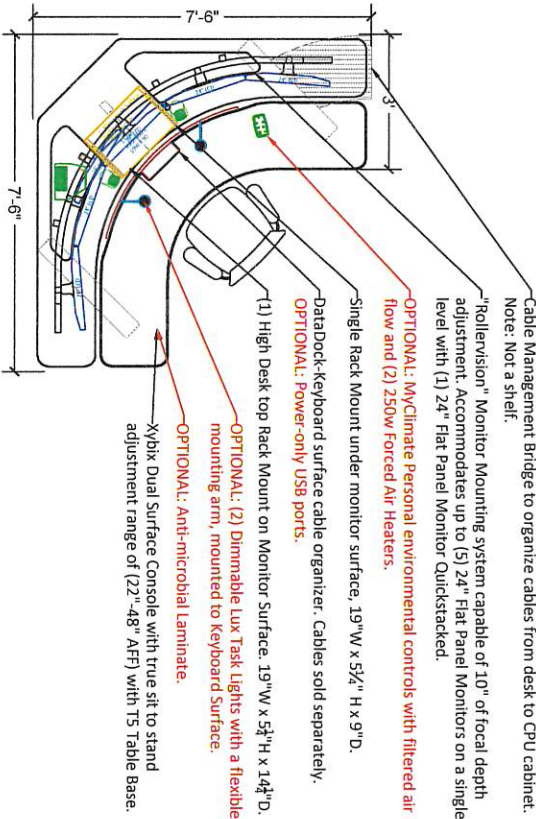
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FINISHES

Dispatch1



RENDERING  
SCALE: NONE



TYPICAL WORKSTATION  
SCALE: 3/8"=1'-0"

8207 Southpark Circle  
Littleton, CO 80120  
1.800.788.2810 F.303.683.5454  
www.xybiX.com

Sales Rep: Eric Paris

Email: EricP@xybiX.com

Designer: Catherine Miller

Email: CatherineM@xybiX.com

Stockton Fire Department  
110 W. Sonora St.  
Stockton, CA 95203

OPPORTUNITY: 0014673	DRAWING NAME:
TYPICAL WORKSTATION	
SHEET: 6 of 7	SCALE: As Noted
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SIGN-OFF INITIALS:	REV
X	6



## CABLE CONNECTIONS

## MONITOR EXTENSION CABLES PER POSITION

Position Type \_\_\_\_\_

## VGA

Male / Female Extension  
Standard connection for monitors

QTY: 0

## DVI-D

Male / Female Extension  
Typical for Hi-Resolution

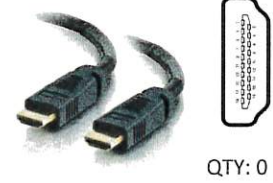
QTY: \_\_\_\_\_

## DVI-I

10' Max Length  
Male / Female Extension  
Typical for Hi-Resolution

QTY: 0

## HDMI

Male / Male Replacement  
Typical for Hi-Resolution

QTY: 0

## OTHER TYPICAL CABLE TYPES

## Display Port

Male / Male Replacement  
Typical for Hi-Resolution

QTY: 0

## DB-9

9 Pin Serial Cable



QTY: 0

Standard connection  
for Touch Screen

## PS/2

Keyboard Mouse



QTY: 0

Standard Keyboard / Mouse Connectors WITHOUT DataDock

## USB

Keyboard Mouse



QTY: 0

8 included in datadock

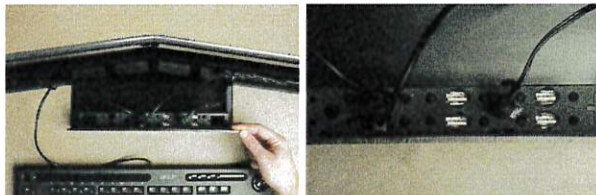
## AUDIO

Typical for Speakers



QTY: 2 ea.

DATA DOCK: For Keyboard; Mice and Phone connection.  
Data Dock USB Cables are exclusively sold through Xybix only.

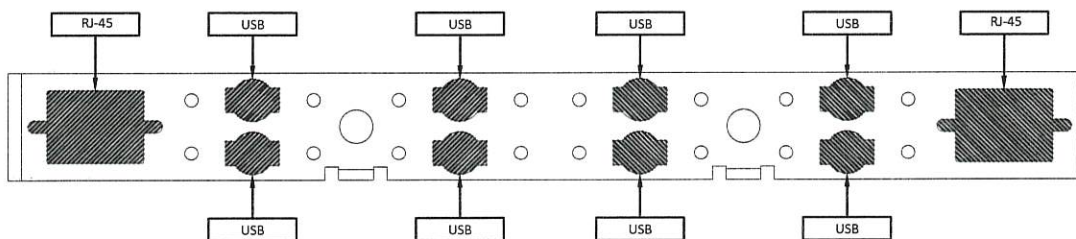


The data dock will be supplied with (2) RJ-45 couplers and  
(8) USB connectors. TEN PORTS AVAILABLE.

## USB

RJ - 45  
Network

Compatible with RJ-11



## OPTIONAL: Power-Only USB

☐ Yes ☒ No

## Location

☐ Datadock  
☒ Shelf Under  
Monitor Surface



If different cable connector types are required it is your  
responsibility to contact your designer or sales rep.

\*\*\* Any information that is received and/or changed following  
receipt of the sign-off drawing and PO may result in additional  
costs that will be expensed to the client\*\*\*

Signature

Date

12/5/17

REVISIONS				Stockton Fire Department 110 W. Sonora St. Stockton, CA 95203			8207 SouthPark Circle Littleton, CO. 80120 1.800.788.2810 F.303.683.5454 www.xybix.com		
REV	DESCRIPTION	DATE	DSGN						
0	Drawing Creation Date	05.13.16	ccm	DRAWING NAME:  CABLE SHEET	OPPORTUNITY:  0014673		Designer: Catherine Miller Email: CatherineM@xybix.com	Sales Rep: Eric Parks Email: EricP@xybix.com	REV  6
1	Changes to layout per 05.27.16 GoTo meeting.	06.06.16	ccm						
2	Add Option 2 layout. Include Anti-Microbial Laminite, Task Lighting, and MyClimate.	06.23.16	ccm						
3	GOTO meeting revise layout, new pricing plan.	09.15.16	jei/ccm						
4	Add glass top panels to supervisor station ONLY.	09.26.16	ccm						
5	Revert to Revision 0 Option 1 layout.	11.14.16	ccm						
6	Update tech towers & panels, per engineering.	08.17.17	ccm						
				SHEET:	SCALE:	NOTE: This design & layout is the property of XYBIX Systems, Inc. & is not to be used in any manner without express written permission by XYBIX Systems, Inc.			
				CABLE SHEET	NONE				



# City of Stockton

## Legislation Text

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File #: 17-4215, Version: 1

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### ACCEPT DONATION FROM STOCKTON POLICE FOUNDATION AND AMEND THE FISCAL YEAR 2017-18 ANNUAL BUDGET

#### RECOMMENDATION

It is recommended that the City Council adopt a resolution accepting a donation from the Stockton Police Foundation in the amount of \$150,000, and authorizing the City Manager to appropriate funds and increase the Police Department's Fiscal Year (FY) 2017-18 Annual Budget.

It is further recommended that the City Manager is hereby authorized and directed to establish all required accounts and make any and all expenditures, appropriations, transfers, and/or distributions of funds on behalf of the City as appropriate and necessary to carry out the purpose and intent of this Resolution.

#### Summary

The Stockton Police Foundation is a not-for-profit organization that supports the efforts of the Stockton Police Department through donations towards needed equipment, programs, and technology not otherwise funded by the City's General Fund. In FY 2017-18, the Chief of Police identified a financial need for the Department's aerial support program, to include the establishment of an Unmanned Aerial System (UAS), the Stockton Police Observation Truck (SPOT), and the Community Voice program. The Stockton Police Foundation has committed to raising \$150,000 for these identified needs (Exhibit 1 to the Resolution). Staff is requesting revenue and expenditure budget appropriations to accept the donation and facilitate procurement of the equipment.

#### DISCUSSION

##### Background

The Stockton Police Foundation was established in 2013 to support the Stockton Police Department's efforts and provide funding for key equipment, programs, and technology as identified by the Chief of Police. The Board of Directors meets at least quarterly during the year with the Chief to identify priority needs and develop fundraising strategies and events. Since its inception, the Foundation has raised funds to support initiatives such as ShotSpotter gunshot detection technology, Transportation Officer, Body Worn Cameras, and rifle replacement, among others.

##### Present Situation

In August 2017, the Stockton Police Foundation held a fundraising event which included a presentation from the Police Department on the Mobile Observation Vehicles Program, which includes small Unmanned Aerial Systems (UAS), and the Stockton Police Observation Truck (SPOT).

Also presented was information regarding a new initiative, the Community Voice Program. The Stockton Police Foundation has committed to raising a combined \$150,000 in funding to support these programs during the current Fiscal Year (Exhibit 1 to the Resolution).

#### FINANCIAL SUMMARY

The Police Department's Grants and Special Programs Fund 025 will be used to track revenue and expenditures related to this donation. Staff is requesting a revenue and expense appropriation to the Stockton Police Foundation Equipment accounts in the amount of \$150,000 to support the UAS and SPOT equipment purchases and related expenses for the Community Voice Program. Under the terms of the existing Memorandum of Understanding between the City of Stockton and the Stockton Police Foundation, the City will make purchases for these programs and submit a reimbursement request to the Stockton Police Foundation at the end of each quarter.

To establish the program and funding, the following appropriations in FY 2017-18 are necessary:

#### Revenue

Police Grants and Special Programs account	025-6487-334	\$150,000
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#### Expenditure

Police Grants and Special Programs accounts	025-6487-530	\$150,000
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# STOCKTON CITY COUNCIL

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## **RESOLUTION AUTHORIZING ACCEPTANCE OF A DONATION FROM THE STOCKTON POLICE FOUNDATION IN THE AMOUNT OF \$150,000 AND APPROVING AN AMENDMENT TO THE FISCAL YEAR 2017-2018 ANNUAL BUDGET**

The Stockton Police Foundation is a not-for-profit organization that supports the efforts of the Stockton Police Department through donations towards needed equipment, programs, and technology not otherwise funded by the City's General Fund; and

In August 2017, the Chief of Police identified a financial need for the Department's aerial support program, to include the establishment of an Unmanned Aerial System (UAS), the Stockton Police Observation Truck (SPOT), and the Community Voice program; and

The Stockton Police Foundation has provided letters of commitment, attached hereto as Exhibit 1, to raise \$150,000 for these identified needs; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The City Manager is hereby authorized, on behalf of the City, to accept a donation from the Stockton Police Foundation in the amount of \$150,000 as outlined in Exhibit 1.

2. The Fiscal Year (FY) 2017-18 Annual Budget is amended to appropriate \$150,000 in revenues and expenditures for the Other Special Revenue Programs Stockton Police Foundation Equipment in the Police Grants & Special Programs Fund budget.

3. The City Manager is hereby authorized and directed to establish all required accounts and make any and all expenditures, appropriations, transfers, and/or distributions of funds on behalf of the City as appropriate and necessary to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED January 9, 2018.

\_\_\_\_\_  
MICHAEL D. TUBBS  
Mayor of the City of Stockton

ATTEST:

\_\_\_\_\_  
BRET HUNTER, CMC  
Interim City Clerk of the City of Stockton



[www.stocktonpolicefoundation.org](http://www.stocktonpolicefoundation.org)

P.O. Box 201014 ■ Stockton, CA 95201

October 18, 2017

Chief Eric Jones  
22 E. Market Street  
Stockton, CA 95202

RE: Stockton Police Foundation – Community Voice Program

Dear Chief Jones:

The Stockton Police Foundation is please to confirm the Board's approval in September of \$30,000 to fully fund the Community Voice Program.

The Foundation continues to actively seek out grant and donation opportunities. Please let me know if you need any additional information.

Sincerely,

Lisa Perry, Secretary  
Board of Directors  
Stockton Police Foundation  
(209) 929-1518



[www.stocktonpolicefoundation.org](http://www.stocktonpolicefoundation.org)

P.O. Box 201014 ■ Stockton, CA 95201

October 18, 2017

Chief Eric Jones  
22 E. Market Street  
Stockton, CA 95202

RE: Stockton Police Foundation - UAS Program

Dear Chief Jones:

The Stockton Police Foundation is please to confirm the Board's approval in September of an additional \$70,000 for the UAS program to complete your project. This is in addition to the \$50,000 already approved by the Board in July, 2017.

The Foundation continues to actively seek out grant and donation opportunities. Please let me know if you need any additional information.

Sincerely,

A handwritten signature in cursive script that reads "Lisa Perry".

Lisa Perry, Secretary  
Board of Directors  
Stockton Police Foundation  
(209) 929-1518





# City of Stockton

## Legislation Text

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File #: 17-4200, Version: 1

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### AUTHORIZE AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM COOPERATIVE AGREEMENT WITH VCOR, LP

#### RECOMMENDATION

It is recommended that the City Council adopt a resolution authorizing the City Manager to execute a Cooperative Agreement with VCOR, LP for the Grand View Village project.

It is also recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

#### Summary

On October 2, 2017, the California Strategic Growth Council (SGC) and the California Department of Housing and Community Development (HCD) announced the availability of approximately \$255 million in funding for the Affordable Housing and Sustainable Communities (AHSC) Program. The program funds land-use, housing, transportation, and land preservation to support infill and compact development. These projects reduce greenhouse gas emissions by improving mobility options and accessibility to affordable housing, employment centers, and key destinations via low-carbon transportation options (walking, bicycling, and transit). Approval of the proposed resolution would allow the City to potentially receive \$2 million for local transportation improvements.

VCOR, LP proposes to construct an affordable housing and office/retail space project called Grand View Village along the south side of Miner Avenue between Hunter Street and San Joaquin Street (Attachment A). On January 16, 2018, VCOR, LP will apply for partial project funding through the AHSC Program. As part of the approximately \$10 million AHSC project grant application, VCOR, LP will request up to \$2 million for transportation related improvements. The transportation related improvements will generally include: 1) bicycle facilities along designated downtown streets; 2) raised medians, landscaping, parklets, and other pedestrian improvements along Miner Avenue between Center Street and Sutter Street; 3) sidewalk improvements and targeted tree planting along Channel Street between Hunter Street and Aurora Street, and; 4) pedestrian crosswalk safety improvements at Hunter Street and Channel Street.

AHSC program guidelines require that an executed agreement between VCOR, LP and the City be in place as part of the application. An agreement has been prepared (Exhibit 1 to the resolution) for the proposed Grandview Village AHSC project application. The agreement generally outlines that VCOR, LP will take the lead in submitting the application, and if funds are awarded the City will construct the transportation related improvements and VCOR, LP will construct the affordable housing elements of the project (Grandview Village).

Staff recommends that Council adopt a resolution authorizing the City Manager or his designee to

execute a Cooperative Agreement with VCOR, LP for the Grand View Village project. The grant does not require any matching funds from the City. Notices of funding awards are expected by June 2018.

## DISCUSSION

### Background

In September 2008, Senate Bill (SB) 732 (Chp. 729, Stats. 2008) was signed into law creating the SGC. The SGC created the AHSC Program to further the purposes of Assembly Bill (AB) 32 (Chp. 488, Stats. 2006) and SB 375 (Chp. 728, Stats. 2008) by investing in projects that reduce greenhouse gas emissions by supporting more compact, infill development patterns, encouraging active transportation and transit usage, and protecting agricultural land from sprawl development. Funding for the AHSC Program is provided from the Greenhouse Gas Reduction Fund, an account established to receive Cap-and-Trade Auction proceeds.

On October 2, 2017, the California SGC and the HCD announced the availability of approximately \$255 million in funding for the AHSC Program. The program funds land-use, housing, transportation, and land preservation to support infill and compact development. These projects reduce greenhouse gas emissions by improving mobility options and accessibility to affordable housing, employment centers, and key destinations via low-carbon transportation options (walking, bicycling, and transit).

The City recently received federal Active Transportation Program (ATP) funding for the Miner Avenue Complete Streets project between Center Street and Aurora Street. The funding is restricted to improvements such as pedestrian and bicycle infrastructure to encourage increased use of active modes of transportation. ATP funding cannot be used for other desirable improvements such as landscaping, parklets, and medians. City staff has been working to identify potential alternative funding sources to fund these desirable improvements. The AHSC program is a potential source.

VCOR, LP met with City staff regarding a proposed AHSC Program project called the "Grand View Village". The Grand View Village project is mixed-use infill development with affordable housing and retail office space. The project will repurpose existing buildings located along the south side of Miner Avenue between Hunter Street and San Joaquin Street. The AHSC project will also include transportation related improvements to downtown in addition to the construction of affordable housing. The transportation related improvements will not exceed \$2 million and will generally include:

- Bicycle facilities improvements along Sutter Street, Hunter Street, San Joaquin Street, and Channel Street
- Raised medians, landscaping, parklets, and other pedestrian improvements along Miner Avenue between Center Street and Sutter Street
- Sidewalk repair and enhancements along with targeted tree planting along Channel Street between Hunter Street and Aurora Street
- Pedestrian crosswalk safety improvements at Hunter Street and Channel Street

Staff coordinated improvements funded by the City's Miner Avenue Complete Streets project with the AHSC improvements proposed by VCOR, LP. As part of the AHSC project grant application, VCOR, LP is requesting a total not to exceed amount of \$2 million for transportation related improvements.

The total application request will be for approximately \$10 million in AHSC funds. The grant does not require any matching funds from the City.

### Present Situation

A full AHSC grant application is due on January 16, 2018. If funded, the City will take the lead in building the transportation related improvements within City right of way described above. To submit the grant application, the AHSC program guidelines require an executed agreement between VCOR, LP and the City that generally outlines the roles and responsibilities with respect to the project improvements. The attached agreement (Exhibit 1) has been prepared for the proposed Grandview Village AHSC project application. The agreement generally outlines that VCOR, LP will take the lead in submitting the application, the City will construct the transportation related improvements if funding is obtained, and VCOR, LP will construct the affordable housing elements of the project (Grandview Village).

Staff recommends that Council adopt a resolution authorizing the City Manager or his designee to execute a Cooperative Agreement with VCOR, LP for the Grand View Village project. Notices of funding awards are expected by June 2018. If awarded funds, the transportation related improvements along Miner Avenue will be constructed as part of the Miner Avenue Complete Streets project. Other transportation related improvements will be constructed by separate project.

### FINANCIAL SUMMARY

If AHSC awards funds to the City, and VCOR, LP, the funds will be provided in the form of a grant. The grant does not require any matching funds from the City.

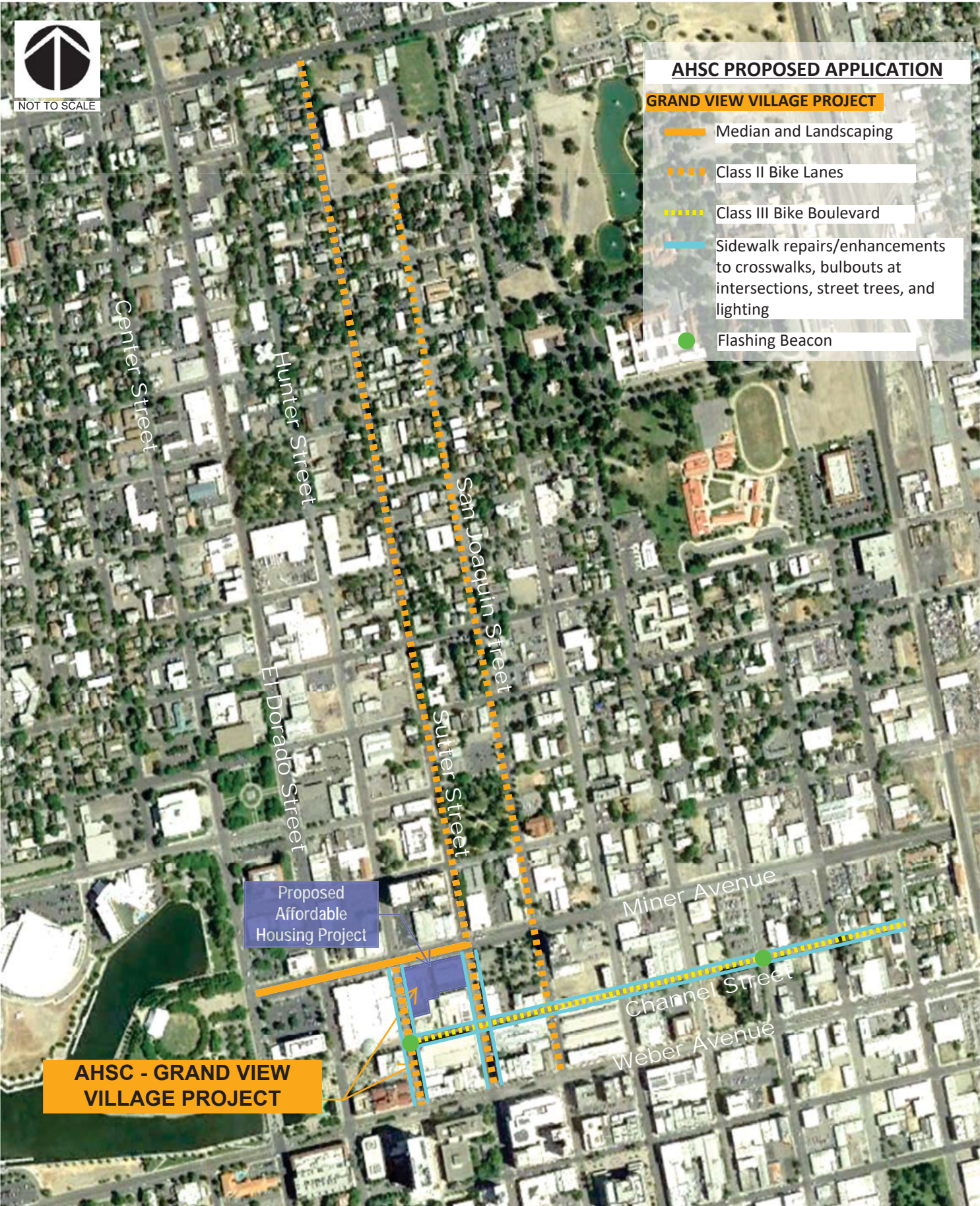
If the City is awarded funding, the funding will be appropriated in the new Capital Improvement Program budget cycle or under separate Council action depending on the grant timelines. Staff will return to Council to accept the grant, if awarded.

There is no impact to the City's General Fund or any other unrestricted fund because of taking the recommended action.

Attachment A - Vicinity Map



AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM



VICINITY MAP



Resolution No.

# STOCKTON CITY COUNCIL

=====

## RESOLUTION APPROVING ENTERING INTO A COOPERATIVE AGREEMENT WITH VCOR, LP FOR THE AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM

On October 2, 2017, the California Strategic Growth Council and the California Department of Housing and Community Development (HCD) announced the availability of approximately \$255 million in funding for the Affordable Housing and Sustainable Communities (AHSC) Program; and

VCOR, LP is proposing to construct an affordable housing and office/retail space project called Grand View Village along the south side of Miner Avenue between Hunter Street and San Joaquin Street; and

The project will also include transportation related improvements to downtown in addition to the construction of affordable housing; and

On January 16, 2018, VCOR, LP will submit an application to acquire partial funding through the AHSC Program for the Grand View Village project. AHSC Program guidelines require an executed agreement between VCOR, LP and the City be in place as part of the application submittal. If funding is obtained, the City is willing to cooperate with VCOR, LP in constructing transportation improvements; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. A Cooperative Agreement between the City of Stockton and VCOR, LP for the Grand View Village project, is hereby awarded, and the City Manager is authorized and directed to execute same, a copy of which is attached as Exhibit 1 and incorporated by this reference.

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2. The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution.

PASSED, APPROVED, and ADOPTED January 9, 2018.

MICHAEL D. TUBBS, Mayor  
of the City of Stockton

ATTEST:

BRET HUNTER, CMC  
Interim City Clerk of the City of Stockton

**CITY-DEVELOPER COOPERATIVE AGREEMENT  
FOR THE  
GRAND VIEW VILLAGE PROJECT**

THIS COOPERATIVE AGREEMENT FOR FUNDING OF TRANSPORTATION IMPROVEMENTS ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the CITY OF STOCKTON, a Municipal Corporation to the State of California, ("CITY") and VCOR, LP ("DEVELOPER").

WHEREAS, CITY and DEVELOPER desire to enter into a Cooperative Agreement (Agreement) for funding of transportation improvements along Miner Avenue; and

WHEREAS, the CITY desires to receive funding from the DEVELOPER, or directly from the funder, from the Affordable Housing and Sustainable Communities Program for particular transportation improvements along Miner Avenue between Center Street and Sutter Street for Grand View Village, as more particularly described in Exhibit A ("PROJECT"); and

WHEREAS, the CITY and the DEVELOPER have agreed to form an Agreement as provided for under the Affordable Housing and Sustainable Communities (AHSC) Program; and,

WHEREAS, the DEVELOPER is constructing an affordable housing project (the "Housing Project") located along Miner Avenue (the "Developer Property") and will submit the application to AHSC for the Grand View Village project and, if selected for funding, execute the Full Application Agreement with AHSC, and;

WHEREAS, the CITY is willing to cooperate with the DEVELOPER in constructing the PROJECT, if funding is obtained; and;

WHEREAS, the City can demonstrate prior experience and provide evidence of at least two prior projects that are similar in scope and size which have been completed during the ten (10) years preceding Jan 16, 2018. Below is a list of these projects:

1. Weber Avenue Beautification
2. Airport Way Beautification

WHEREAS, the DEVELOPER agrees to provide funding for the transportation improvements of the CITY's Project according to the terms and conditions set forth herein; and,

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein made and the mutual benefits to be derived therefrom, the parties hereto represent, covenant, and agree as follows:

1. **Services to be Performed.** The City shall, in its sole responsibility, complete the Project in accordance with the terms of the AHSC requirements and the approved design and construction documents only if the required funding is obtained as more particularly described in Exhibit A.
2. **Indemnity.** With the exception that this section shall in no event be construed to require indemnification by Developer to a greater extent than permitted under the public policy of the State of California, Developer shall, indemnify, protect, defend with counsel approved by City, and at Developer's sole cost and expense, and hold harmless City, its Mayor, Council, officials, representatives, agents employees and volunteers from and against any and all claims, causes of action, liabilities, judgments, awards, losses, liens, claims, stop notices, damages, expenses, and costs (including without limitation attorneys' fees, expert and consultant fees, and other expenses of litigation) of every nature, including, but not limited to, death or injury to persons, or damage to property, which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Agreement related to the Housing Project and the Developer Property, or from any violation of any federal, state, or municipal law or ordinance, or City Policy, by Developer or Developer's officers, agents, employees, volunteers or subcontractors. Developer shall not be obligated to indemnify or defend City for claims finally determined by a court of law or arbitrator to arise from the active negligence or willful misconduct of the City. It is the intent of the Parties that this indemnity obligation is at least as broad as is permitted under California law. To the extent California Civil Code sections 2782, et seq., limit the defense or indemnity obligations of Developer to City, the intent hereunder is to provide the maximum defense and indemnity obligations allowed by Developer under the law. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

With the exception that this section shall in no event be construed to require indemnification, including the duty to defend, by Developer to a greater extent than permitted under the public policy of the State of California, the parties agree that Developer's duty to defend City is immediate and arises upon the filing of any claim against the City for damages which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Agreement related to the Housing Project and the Developer Property by Developer or Developer's officers, agents, employees, volunteers or subcontractors. Developer's duties and obligations to defend the City shall apply regardless of whether or not the issue of the City's liability, breach of this Agreement, or other obligation or fault has been determined.



Developer shall be immediately obligated to pay for City's defense costs of the claim, including, but not limited to, court costs, attorney's fees and costs, expert consultant and witness fees and costs, other witness fees, document reproduction costs, arbitration fees, and, if after final judgment an appeal is pursued, all of such costs for the appeal. At the conclusion of the claim, if there is any determination or finding of sole active negligence or willful misconduct on the part of the City, City will then reimburse Developer for amounts paid in excess of Developer's proportionate share of responsibility for the damages within 30 days after Developer provides City with copies of all bills and expenses incurred in the defense of the claim(s). It is agreed between the parties that this reimbursement provision assures Developer is not obligated to defend or indemnify City in an amount greater than provided for under California law, including, without limitation, California Civil Code sections 2782, 2782.6, and 2782.8.

With the exception that this section shall in no event be construed to require indemnification by Developer to a greater extent than permitted under the public policy of the State of California, and in addition to the other indemnity obligations in this Agreement, Developer shall indemnify, defend, and hold harmless City its Mayor, Council, officials, representatives, agents employees and volunteers from and against all claims, losses, expenses, and costs including but not limited to attorneys' fees, arising out of any claim related to the Housing Project and the Developer Property brought against the City by an employee, office, agent, or volunteer of Developer, regardless of whether such claim may be covered by any applicable workers compensation insurance. Developer's indemnification obligation is not limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Developer under workers' compensation acts, disability acts, or other employee benefit acts.

Developer's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

3. **City Indemnity.** City is responsible for carrying out the Project in accordance with the terms of the AHSC requirements and the approved design and construction documents. City shall indemnify, defend, protect, and hold harmless Developer, and its affiliates, directors, officers, partners, members, agents and employees (each, an "Developer Indemnified Party") against any and all claims, actions, suits, causes of action, losses, liabilities, injuries, costs, damages, or expenses (collectively, "Claims"), including, without limitation, any direct, indirect or consequential loss, liability, damage, or expense, court costs

and attorneys' fees, arising out of or in connection with the City's performance of or failure to perform its obligations to complete the Housing Project, in the manner and within the time periods, and to otherwise perform any covenants constituting City obligations, set forth in the AHSC Documents, including any claims, losses or liabilities of the Developer caused by a breach or default under the AHSC Documents. However, in no event shall the Developer Indemnified Party be indemnified hereunder for any Claims resulting from such party's sole negligence or willful misconduct.

4. **Attorney Fees.** If any litigation is commenced between the parties to this Agreement concerning the Housing Project, this Agreement, or the rights and duties of either in relation to the Housing Project or the Agreement, the party prevailing in that litigation shall be entitled, in addition to any other relief granted, to a reasonable sum as and for its attorney fees. Arbitration is an action or litigation proceeding for the purposes of this provision.
5. **Business License.** Prior to its execution of this Agreement, Developer shall obtain a City business license.
6. **Audit.** City reserves the right to periodically audit all charges for goods and services provided by Developer.
7. **Changes to the Agreement.** This Agreement may not be modified except in writing by both parties. In the event that funds are not secured through the Affordable Housing and Sustainable Communities Program, this agreement between the City and Developer becomes void.
8. **Applicable Law.** This Agreement shall be governed by the laws of the State of California and venue for any action brought in state court shall be in the Superior Court, County of San Joaquin, and Stockton Branch or, for actions brought in federal court, the United States District Court for the Eastern District of California, Sacramento Division.
9. **Non-Assignability.** Developer shall not assign or transfer this Agreement or any interest or obligation in this Agreement without the prior written consent of the City and then only upon such terms and conditions as City may set forth in writing.
10. **Notices.** All notices herein required shall be in writing and shall be sent certified or registered mail, postage prepaid, addressed as follows:

VCOR, LP  
315 N. San Joaquin Street  
Stockton, CA 95202  
Carol Ornelas

CITY OF STOCKTON  
22 E. Weber Avenue, Room 301  
Stockton, CA 95202  
Kurt Wilson

11. Conformance to Applicable Laws. Developer shall comply with all applicable Federal, State and Municipal laws, rules and ordinances. Developer shall not discriminate in the employment of persons or in providing services under this Agreement on the basis of any legally protected classification including race, color, national origin, sex or religion of such person.
12. Entire Agreement. This Agreement and its exhibits contain the entire understanding between Developer and City. All previous communications relative to this Agreement, whether oral or written, are hereby superseded except to the extent that they have been incorporated into this Agreement. No future waiver of or exception to any of the terms, conditions, and provisions of this Agreement shall be considered valid unless specifically agreed to in writing by all the parties.

### **MISCELLANEOUS PROVISIONS**

13. The work to be performed includes, but is not limited to: design, environmental clearance, permitting, public outreach, advertising, construction and construction management for the improvements along Miner Avenue from Center Street to Sutter Street and other transportation improvements along various City Streets.
14. The parties agree that the CITY is the lead agency responsible for completion of the design, and construction of street related portions of the PROJECT.
15. CITY will hire a Professional Engineering Firm to prepare the Plans, Specifications, Estimates, and permitting for street related portions of the PROJECT.
16. DEVELOPER shall cooperate with CITY's efforts to deliver the street related portions of the PROJECT so as to comply with the schedule and/or conditions prescribed by the CITY and/or its funding source.
17. DEVELOPER shall provide information and consultation to CITY to facilitate delivery of the PROJECT.
18. CITY shall coordinate with DEVELOPER any change orders that affect construction of improvements within PROJECT.
19. DEVELOPER shall assist in discussions with Residents and Property Owners as needed to resolve project issues or impacts.
20. DEVELOPER shall pay CITY actual costs of PROJECT, not to exceed \$2 million.

21. CITY shall make available to DEVELOPER all documents and/or information which pertain to PROJECT.
22. CITY hereby represents and warrants that the letting of street related portions of the PROJECT contracts and construction will be done pursuant to the laws of the State of California.

IN WITNESS WHEREOF, this agreement has been executed by the respective parties hereto through their respective authorized officers at Stockton, California, the day and year first above written.

CITY OF STOCKTON

VCOR, LP.,  
a California limited partnership  
By: Visionary Home Builders of  
California, Inc., its managing general  
partner

By: \_\_\_\_\_  
KURT WILSON  
CITY MANAGER

By:  \_\_\_\_\_  
Signature

ATTEST:

Carol J. Ornelas  
Print Name

Title: Chief Executive Officer

By: \_\_\_\_\_  
BRET HUNTER  
INTERIM CITY CLERK

APPROVED AS TO FORM:

By: \_\_\_\_\_  
DEPUTY CITY ATTORNEY



# AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM







# City of Stockton

## Legislation Text

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**File #:** 18-4297, **Version:** 1

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### **MAYORAL APPOINTMENT TO THE TRI-VALLEY - SAN JOAQUIN VALLEY REGIONAL RAIL AUTHORITY**

It is recommended that the City Council approve a resolution:

1. Appointing Councilmember Susan Lofthus as the City's member of the Tri- Valley - San Joaquin Valley Regional Rail Authority.
2. Approving the addition of the Appointment of Councilmember Susan Lofthus as the City's member of the Tri-Valley - San Joaquin Valley Regional Rail Authority to the Council Committees and Committee Structure/Function Roster.

#### Summary

To ease traffic congestion, Assembly Bill 758 created the Tri-Valley - San Joaquin Valley Regional Rail Authority, effective January 1, 2018, to plan and deliver a rail extension connecting the Bay Area Rapid Transit (BART) with the Altamont Corridor Express (ACE). The Rail connection will link nearly 500 miles of commuter and intercity rail with more than 130 stations in the Northern California Megaregion, resulting in significant traffic congestion relief on I-580.

Assembly Bill 758 provides that the governing board of the Tri-Valley - San Joaquin Valley Regional Rail Authority shall be composed of one member from each of the following entities, to be appointed by the governing board, mayor, or supervisor of each entity:

- (a) The Bay Area Rapid Transit District.
- (b) The City of Dublin.
- (c) The City of Lathrop.
- (d) The City of Livermore.
- (e) The City of Manteca.
- (f) The City of Pleasanton.
- (g) The City of Stockton.
- (h) The City of Tracy.
- (i) The County of Alameda.
- (j) The County of San Joaquin.
- (k) The Livermore Amador Valley Transit Authority.
- (l) The Mountain House Community Services District.
- (m) The San Joaquin Regional Rail Commission.
- (n) The City of Danville.
- (o) The City of San Ramon.

The Tri-Valley - San Joaquin Valley Regional Rail Authority's first meeting will be held Wednesday, January 17, 2018. Mayor Tubbs is recommending Councilmember Lofthus be appointed to serve on

this committee as the City's member (Attachment A).

Attachment A - Mayoral Appointments redline

Committee Name	Position	Appointee - Current
Audit	Chair	Susan Lenz
	Vice-Chair	Dan Wright
	Member	Christina Fugazi
	Alternate	Elbert Holman
Community Improvement & Crime Prevention	Chair	Elbert Holman
	Vice-Chair	Susan Lofthus
	Member	Christina Fugazi
	Alternate Member	Jesús Andrade
Legislation / Environmental	Chair	Dan Wright
	Vice-Chair	Jesús Andrade
	Member	Elbert Holman
	Alternate Member	Christina Fugazi
Water	Chair	Susan Lofthus
	Vice-Chair	Elbert Holman
	Member	Dan Wright
	Alternate Member	Christina Fugazi
Climate Action Plan	Member	Christina Fugazi
	Member	Susan Lenz
Abandoned Vehicle Abatement Service Authority Board for San Joaquin County	Member	Elbert Holman
	Member	Dan Wright
California State University Stockton Center Site Authority	Member	Michael Tubbs
	Member	Jesús Andrade
	Member	Dan Wright
	Alternate Member	Susan Lenz



Committee Name	Position	Appointee - Current
City-County Coordinating Committee	Member	Michael Tubbs
	Member	Elbert Holman
City-County Port Liaison	Member	Susan Lofthus
City-County Transit District Liaison	Member	Elbert Holman
	Member	Jesús Andrade
City of Stockton and Lincoln Unified School District 2x2 Joint Committee	Member	Susan Lenz
	Member	Dan Wright
City of Stockton and Lodi Unified School District 2x2 Joint Committee	Member	Elbert Holman
	Member	Dan Wright
City of Stockton and Manteca Unified School District 2x2 Joint Committee	Member	Christina Fugazi
	Member	Jesús Andrade
City of Stockton and Port of Stockton 3x3 Joint Committee	Member	Susan Lofthus
	Member	Michael Tubbs
	Member	Dan Wright
City of Stockton and Stockton Unified School District 3x3 Joint Committee	Member	Christina Fugazi
	Member	Jesús Andrade
	Member	Dan Wright
Delta Coalition	Member	Michael Tubbs
	Member	Jesús Andrade
Delta Protection Commission	Member	Susan Lofthus
League of CA Cities Central Valley Division Executive Committee	Member	Elbert Holman
	Alternate Member	Susan Lofthus
League of CA Cities Legislative Liaison	Member	Christina Fugazi - State Senator Galgiani
	Member	Dan Wright - Assemblymember Eggman
Lodi-County-Stockton Greenbelt / I-5 Planning Committee	Member	Elbert Holman
	Member	Dan Wright

Committee Name	Position	Appointee - Current
Mokelumne River Water and Power Authority Policy Committee	Member	Elbert Holman
	Member	Susan Lofthus
Northeastern San Joaquin County Groundwater Banking Authority	Member	Elbert Holman
	Alternate Member	Susan Lofthus
	2nd Alternate Member	Director of MUD
San Joaquin Area Flood Control Agency (SJAFCA)	Chair	Elbert Holman
	Member	Jesús Andrade
	Alternate Member	Susan Lofthus
San Joaquin Council of Governments Board (SJCOG)	Member	Michael Tubbs
	Member	Elbert Holman
	Member	Susan Lofthus
	Alternate Member	Dan Wright
San Joaquin County Flood Control and Water Conservation District	Member	Elbert Holman
	Member	Susan Lofthus
	Member	Director of MUD
San Joaquin County Integrated Waste Management Task Force	Member	Susan Lenz
	Alternate Member	Christina Fugazi
San Joaquin Partnership Board of Directors	Member	Michael Tubbs
San Joaquin Valley Air Pollution Control District Board	Member	Christina Fugazi
	Alternate	Elbert Holman
San Joaquin Valley Air Pollution Control District City Selection Committee	Member	Susan Lenz
	Member	Christina Fugazi
	Alternate	Elbert Holman
Stockton Convention and Visitors Bureau (SCVB)	Ex Officio Member	Christina Fugazi
Stockton Parks & Recreation Commission	Member	Susan Lenz
Successor Agency Oversight Board	Member	Jesús Andrade

Committee Name	Position	Appointee - Current
Tri-Valley - San Joaquin Valley Regional Rail Authority	Member	Susan Lofthus

Resolution No.

# STOCKTON CITY COUNCIL

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## RESOLUTION APPROVING A MAYORAL APPOINTMENT TO THE TRI-VALLEY SAN JOAQUIN VALLEY REGIONAL RAIL AUTHORITY AND ADDING THE APPOINTMENT TO THE COUNCIL COMMITTEES AND COMMITTEE STRUCTURE/FUNCTION ROSTER

To ease traffic congestion, Assembly Bill 758 created the Tri-Valley – San Joaquin Valley Regional Rail Authority, effective January 1, 2018, to plan and deliver a rail extension connecting the Bay Area Rapid Transit (BART) with the Altamont Corridor Express (ACE); and

Assembly Bill 758 provides that the governing board of the Tri-Valley – San Joaquin Valley Regional Rail Authority shall be composed of one member from each of the participating entities, to be appointed by the governing board, mayor, or supervisor of each entity which includes the City of Stockton; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The City Council hereby appoints Councilmember Susan Lofthus as the City's member of the Tri-Valley - San Joaquin Valley Regional Rail Authority.

2. The Mayoral Appointments to Council Committees and Committee Structure/Function Roster are hereby approved as set forth on Exhibit 1 attached hereto and incorporated by this reference to include the addition of Councilmember Susan Lofthus as the City's member of the Tri-Valley – San Joaquin Valley Regional Rail Authority.

PASSED, APPROVED and ADOPTED \_\_\_\_\_ January 9, 2018 \_\_\_\_\_.

\_\_\_\_\_  
MICHAEL D. TUBBS, Mayor  
of the City of Stockton

ATTEST:

\_\_\_\_\_  
BRET HUNTER, CMC  
Interim City Clerk of the City of Stockton

Committee Name	Position	Appointee - Current
Audit	Chair	Susan Lenz
	Vice-Chair	Dan Wright
	Member	Christina Fugazi
	Alternate	Elbert Holman
Community Improvement & Crime Prevention	Chair	Elbert Holman
	Vice-Chair	Susan Lofthus
	Member	Christina Fugazi
	Alternate Member	Jesús Andrade
Legislation / Environmental	Chair	Dan Wright
	Vice-Chair	Jesús Andrade
	Member	Elbert Holman
	Alternate Member	Christina Fugazi
Water	Chair	Susan Lofthus
	Vice-Chair	Elbert Holman
	Member	Dan Wright
	Alternate Member	Christina Fugazi
Climate Action Plan	Member	Christina Fugazi
	Member	Susan Lenz
Abandoned Vehicle Abatement Service Authority Board for San Joaquin County	Member	Elbert Holman
	Member	Dan Wright
California State University Stockton Center Site Authority	Member	Michael Tubbs
	Member	Jesús Andrade
	Member	Dan Wright
	Alternate Member	Susan Lenz

Committee Name	Position	Appointee - Current
City-County Coordinating Committee	Member	Michael Tubbs
	Member	Elbert Holman
City-County Port Liaison	Member	Susan Lofthus
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	Member	Dan Wright
City of Stockton and Lodi Unified School District 2x2 Joint Committee	Member	Elbert Holman
	Member	Dan Wright
City of Stockton and Manteca Unified School District 2x2 Joint Committee	Member	Christina Fugazi
	Member	Jesús Andrade
City of Stockton and Port of Stockton 3x3 Joint Committee	Member	Susan Lofthus
	Member	Michael Tubbs
	Member	Dan Wright
City of Stockton and Stockton Unified School District 3x3 Joint Committee	Member	Christina Fugazi
	Member	Jesús Andrade
	Member	Dan Wright
Delta Coalition	Member	Michael Tubbs
	Member	Jesús Andrade
Delta Protection Commission	Member	Susan Lofthus
League of CA Cities Central Valley Division Executive Committee	Member	Elbert Holman
	Alternate Member	Susan Lofthus
League of CA Cities Legislative Liaison	Member	Christina Fugazi - State Senator Galgiani
	Member	Dan Wright - Assemblymember Eggman
Lodi-County-Stockton Greenbelt / I-5 Planning Committee	Member	Elbert Holman
	Member	Dan Wright

Committee Name	Position	Appointee - Current
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	Member	Susan Lofthus
Northeastern San Joaquin County Groundwater Banking Authority	Member	Elbert Holman
	Alternate Member	Susan Lofthus
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	Member	Jesús Andrade
	Alternate Member	Susan Lofthus
San Joaquin Council of Governments Board (SJCOG)	Member	Michael Tubbs
	Member	Elbert Holman
	Member	Susan Lofthus
	Alternate Member	Dan Wright
San Joaquin County Flood Control and Water Conservation District	Member	Elbert Holman
	Member	Susan Lofthus
	Member	Director of MUD
San Joaquin County Integrated Waste Management Task Force	Member	Susan Lenz
	Alternate Member	Christina Fugazi
San Joaquin Partnership Board of Directors	Member	Michael Tubbs
San Joaquin Valley Air Pollution Control District Board	Member	Christina Fugazi
	Alternate	Elbert Holman
San Joaquin Valley Air Pollution Control District City Selection Committee	Member	Susan Lenz
	Member	Christina Fugazi
	Alternate	Elbert Holman
Stockton Convention and Visitors Bureau (SCVB)	Ex Officio Member	Christina Fugazi
Stockton Parks & Recreation Commission	Member	Susan Lenz
Successor Agency Oversight Board	Member	Jesús Andrade

Committee Name	Position	Appointee - Current
Tri-Valley - San Joaquin Valley Regional Rail Authority	Member	Susan Lofthus





# City of Stockton

## Legislation Text

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**File #: 17-3690, Version: 1**

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### **OWNER-ONLY BILLING ORDINANCE**

#### RECOMMENDATION

This is an informational and discussion item and does not require Council action. Staff requests input and direction regarding an ordinance to amend various sections of the Stockton Municipal Code to require utility accounts to be in the name of the record property owner and a proposed resolution reaffirming and reenacting previously approved and authorized utility rates and services charges.

#### Summary

The City experienced a significant increase in delinquent utility accounts in the California Water Service Company (Cal Water) service area after billing responsibilities reverted to the City. The balance owing on delinquent accounts rose to more than \$10 million. Cal Water provided a unified utility billing service (water, sewer, stormwater and solid waste) on behalf of the City since 2001. In 2013, Cal Water informed the City that it would no longer provide billing service for City utilities. In July 2015, the City began billing for sewer, stormwater, and solid waste collection services and Cal Water continued to bill for its water service separately.

Under a unified utility billing arrangement Cal Water, or the City in its service area, can temporarily shut off water service after appropriate notice to enforce payment requirements. Because the City cannot shut off water to compel payment in the Cal Water service area the number of delinquent accounts increased. After implementing additional outreach to encourage compliance, staff analyzed enforcement mechanisms utilized in other municipalities and recommends an ordinance change. Staff requests that Council consider and provide guidance on a potential ordinance amendment to require all utility accounts to be held in the name of the property owner.

If utility accounts are the responsibility of the record property owner, the City could collect delinquent utility service charges through liens and assessments on the property tax roll if necessary. The ability to collect delinquent service charges on the tax roll would likely increase initial compliance as well. Utilities are intended to be self-supporting through the collection of approved rates, and the number and amount of delinquent charges negatively affects the City's ability to maintain service and infrastructure. All ratepayers benefit from the collection of approved rates because the cost to provide services is shared across all customers as intended.

Requiring the record owner of a property where utility services are provided by the City to be the account holder will be more efficient and economical. In addition, if a property is rented, the record owner may choose to have the tenant receive and pay the utility bill, or designate some other person or entity to receive and pay the utility bill. In either case, the property owner would be ultimately responsible. This proposed process mimics the existing process outlined in Stockton Municipal Code Chapter 13.04 for City water accounts. Staff requests input and direction regarding an ordinance to

amend various sections of the Stockton Municipal Code to require utility accounts to be in the name of the record property owner and a proposed resolution reaffirming and reenacting previously approved and authorized utility rates and services charges.

## DISCUSSION

### Background

The Stockton Municipal Code (SMC) mandates all properties in the City “subscribe to and pay for” solid waste, sewer, and stormwater services (SMC sections 8.04.020, 13.12.100, and 13.16.160). The SMC is generally structured around a single unified bill for water, solid waste, sewer, and stormwater. The enforcement action prescribed in the SMC for delinquencies in this area is to shut off the water service. However, in the Cal Water service area, water service is billed, paid for and managed separately by Cal Water. Turning off water service is not available to the City as an enforcement action to compel payment for delivered services in the Cal Water service area.

The City adopted a policy in 1997 that allowed accounts to be opened by tenants but held property owners liable for any delinquencies incurred by the tenant on that account. The policy was subsequently challenged by the California Apartment Association and San Joaquin County Property Owners Association in the case of *California Apartment Association v. City of Stockton* (2000) 80 Cal.App.4th 699 on the grounds that the policy violated state law. The City contended in part that the applicable state statute did not apply to Stockton because it is a charter city. The California Court of Appeals determined that the law did apply to charter cities. Consequently, the City is prohibited from collecting delinquent charges of a tenant, under an account established by the tenant, from a property owner.

Subsequently, the City entered into a billing contract with Cal Water in 2001 so that all utility services (water, sewer, stormwater, and solid waste) in the Cal Water service area (38,000 accounts) could be billed together, and water service could be shut off on delinquent accounts to compel payment. The Administrative Services Department (ASD) continued to provide utility billing service for approximately 55,000 utility customers within the Stockton water service area. In July 2015, the Cal Water billing contract ended, and the ASD resumed billing responsibility for the 38,000 accounts in the Cal Water service area.

Since that transition, the City experienced increased unpaid charges occurring within the Cal Water service area. The City has limited ability to enforce collection of delinquent utility service charges because it cannot shut off water service. If the delinquent utility service charges are submitted to a collection agency, the City receives a minimal amount of the overall amount due and owing. The uncollected revenue due to the City’s stormwater and sewer accounts, and to the waste haulers, is approximately \$10.5 million and needs to be addressed by the City on a systematic basis.

In enacting the provisions of the Health and Safety Code, the Legislature found and declared that: Californians want their governments to be run efficiently and economically and that public officials should avoid waste and duplication whenever possible; and it desired to control costs by reducing the number of separate bills. It is more efficient and economical for the City to require that all water, sewer, solid waste collection and stormwater service accounts be held in the name of the record owner of the property where such service or services are being provided, and enforce the collection of any such delinquent service charges by placing a lien on the property for which delinquent service

charges and any penalties are due and owing.

Requiring the record owner of a property where utility services are provided by the City to be the ultimate account holder will be more efficient and economical for the City and allow better cost control. Moreover, collecting delinquent service charges on the tax roll benefits all ratepayers by improving the City's ability to reduce outstanding balances, and collect revenues for delivered utility services consistent with approved rates.

SMC Chapter 13.04 allows the City, after proper notice to the record owners of property, a hearing for objections and protests, and approval by the City Council, to collect City water delinquencies through liens and assessments on the property tax roll. However, these collection procedures have not been utilized for other utility services. Instead, for the other utility service delinquencies, the City notifies the customer several times, tags the property, then sends to its third-party collector.

Currently, when a tenant opens a new utility account, the City requires an application, a form of identification, contact information, employment information and a copy of the rental/lease agreement as proof of residence. The applicant must also pay any outstanding City charges or fees before the account is opened.

#### Present Situation

#### **Utility Customers with City Water**

Approximately 55,000 utility customers receive a unified bill for services (metered water, sewer, stormwater, and solid waste) from the City. Less than 1% of utility water accounts remain unpaid each month. After a water utility account becomes delinquent more than 30 days, the City can terminate water service for non-payment and will not restore water service until the customer pays all delinquent utility charges. The City's ability to temporarily terminate water service is a powerful mechanism to secure payment of delinquent charges.

#### **Utility Customers with Cal Water Service**

Approximately 38,000 customers receive a bill for City-provided utility services excluding water (which is provided by Cal Water). The following table is a summary of billed and unpaid charges since the City resumed billing accounts in the Cal Water service area. Historically, delinquent accounts were less than 1% of the receivable total, but since the separation of Cal Water and City bills, the percent of unpaid delinquencies increased to over 15%.

#### **NON-WATER UTILITY COLLECTIONS SINCE CAL WATER CONVERSION**

<b>Date</b>	<b>Amount Billed</b>	<b>Amount Unpaid</b>	<b>% Unpaid</b>
<b>Jul-2015</b>	\$ 2,821,498	\$ 218,210	8.11%
August	\$ 2,944,675	\$ 246,009	8.70%
September	\$ 2,877,744	\$ 265,584	9.61%
October	\$ 2,885,457	\$ 284,194	10.23%
November	\$ 2,884,886	\$ 300,292	10.83%
December	\$ 2,878,296	\$ 309,437	11.16%

<b>Jan-2016</b>	\$ 2,868,012	\$ 324,568	11.71%
February	\$ 2,861,988	\$ 334,904	12.13%
March	\$ 2,868,753	\$ 350,551	12.66%
April	\$ 2,893,765	\$ 363,529	13.05%
May	\$ 2,865,848	\$ 369,173	13.43%
June	\$ 2,909,975	\$ 382,522	13.73%
July	\$ 2,923,467	\$ 396,117	14.23%
August	\$ 2,903,553	\$ 402,493	14.66%
September	\$ 2,904,045	\$ 411,648	15.00%
October	\$ 2,913,007	\$ 423,871	15.39%
November	\$ 2,921,443	\$ 431,060	15.68%
December	\$ 2,910,462	\$ 440,239	16.08%
<b>Jan-2017</b>	\$ 2,919,883	\$ 453,397	16.44%
February	\$ 2,929,294	\$ 465,415	16.89%
March	\$ 2,923,027	\$ 483,013	17.72%
April	\$ 2,930,242	\$ 503,190	18.71%
May	\$ 2,916,802	\$ 531,413	20.57%
June	\$ 2,953,311	\$ 568,042	24.71%
July	\$ 2,952,210	\$ 634,011	21.48%
August	\$ 2,914,725	\$ 744,820	25.55%
<b>Total</b>	<b>\$ 69,603,131</b>	<b>\$ 10,637,702</b>	<b>15.28%</b>

Approximately 15% (\$413,000) of non-water utility service charges remain unpaid each month. Because the City cannot turn off the water for non-payment, its ability to collect sewer, stormwater and franchised waste hauler service charges on accounts in the Cal Water service area is significantly impacted and results in lost revenues. Approximately 9,000 active accounts are delinquent, with two-thirds of those accounts being tenant delinquencies.

With these issues in mind, staff reviewed existing SMC provisions and enforcement mechanisms in place in other municipalities to evaluate options to improve the collection of approved rates. Converting all utility accounts to the record property owner is recommended as the best course of action. Delinquent sewer, solid waste, and stormwater charges could ultimately be collected through a property tax assessment and the property could be lienied if the account owner is the record owner.

The proposed ordinance is compliant with State law and is distinguishable from the issues previously challenged in court. It is important to note that the proposed ordinance would be prospective and does not allow the City to transfer current tenant delinquencies to property owners. Existing tenant delinquencies will be sent to collections consistent with current practice if left unpaid.

#### Current and Near-Term Actions:

The City performs the actions listed below to collect on delinquent non-water accounts. However, the City's current financial system requires staff to manually close a delinquent customer account before it is sent to the City's third-party collections agency. City staff then must open another account in that

customer's name because it is neither practical nor desirable to suspend sewer and solid waste service. The manual nature of these processes and the others listed below are not cost-effective or a viable long-term solution to permanently address delinquencies, especially since thousands of non-water accounts remain delinquent.

1. Call customers with delinquent accounts. The City had been manually calling approximately 400 customers each month to alert them to their delinquencies. The City recently implemented an automated solution that enables the City to make approximately 360 calls per day to delinquent accounts and links customers to the online payment system if they choose.
2. Tagging doors. City staff has been leaving door tags letting occupants know they are delinquent and that the possible consequences of delinquency could include credit impact if the customer does not pay the overdue amount. The City has been tagging approximately 300 customers each month and has tagged all properties with balances greater than \$1,000. Staff are now in the process of tagging those properties with delinquencies greater than \$300. If there is no response after 30 days, then the City closes the account and issues a final bill before sending it to collections.
3. Collections. If there is no response 25 days after the City issues the final bill, then the City sends the first delinquency notice. If there is no response after 15 days, then a final delinquency notice is sent. If the customer does not respond within ten days, the City sends the account to collections. Staff have closed over a thousand high-value accounts and sent them to the City's third-party collections agency.
4. Hire temporary employees. The City has hired several temporary staff to assist with these manual processes.
5. Improve mailing/billing information. The City added "This is a Bill" to the mailing envelopes to ensure customers understand the piece of mail is an important document that needs to be opened and addressed.

#### Long-Term Action:

#### **Record owner-only billing**

The City conducted substantial research to determine how other municipalities, including the cities of Sacramento, Davis, Lathrop, Modesto, and Woodland, treat delinquent utility accounts. The recommended process is modeled after the process used by Sacramento and Davis.

Staff recommends that Council consider requiring all accounts to be held by the record property owner and to convert both City water and non-water accounts to make the record property owner the ultimate account owner. If ultimately approved by Council, public outreach would commence so affected ratepayers will understand the process described above and the reasons why the City is making the change to owner billing. These efforts will include mailings, bill notices, phone messages, and information on the City's website.

Beginning a month after Council approves the ordinance, the City would no longer accept new lease agreements. To avoid customer confusion and mitigate workload, the City would implement an 18-

month conversion timeline. During this time, rental properties will convert to owner billing as tenant agreements expire. Since the term of rental agreements is typically around one year, the majority of rental properties will likely convert to owner billing by August 2019. If accounts still need to be converted to owner billing, that effort will begin August 2019 and end by February 2020 depending on the volume.

The record owners of properties that receive utility services could opt to allow a tenant or other designated person or entity to receive and pay the utility bill; however, the record owner will remain liable for all the utility service charges. The record owner would submit a signed form to the City acknowledging responsibility at the time they designate another person or entity to make payment on the account.

Going forward, the process to generate the annual delinquency list to be sent to San Joaquin County would be as follows:

- Staff generates delinquency report in the spring and submits it to the City Clerk.
- The City Clerk must file the report, mail a notice to the record owner of each parcel receiving utility services, and publish a notice of a public hearing where the record owners will have an opportunity to protest their charges or pay what is owed to avoid collection through the tax bill. (Written notice to record owners is only required the first year in which the City decides to collect delinquent charges and penalties on the tax roll.)
- Upon Council approval, the final report is sent to San Joaquin County by early August.
- Delinquent utility service charges and any penalties are included as a supplemental assessment on the next property tax bill sent out by the County, which has two installment payment dates due November 1 and February 1.
- The full amount of any delinquent utility service charges and penalties become a lien on the property and will be recouped upon a sale of the property.

If prior to the effective date of the ordinance the record owner of any property is not the holder of the account for which delinquent water, sewer, solid waste collection, or stormwater service charges or penalties are due and owing, the record owner will not be responsible for such delinquent service charges and any penalties due and owing for services provided to his or her property. The City will focus on sending high-value record owner delinquencies to San Joaquin County in 2018 for collection on the 2019 property tax bill. All delinquent accounts will be sent to the County in 2019 for collection on the 2020 tax bill.

## FINANCIAL SUMMARY

Almost \$11 million remains unpaid, consisting of roughly \$7 million sewer, \$3 million solid waste and \$1 million stormwater. Retroactively, it is difficult to estimate how much of this amount will be recouped through collections. In the Cal Water service area, approximately one-third of the delinquent accounts are owner-owned, so the City could expect to recover most of that amount from the county tax collector. The remainder is tenant delinquencies that must be recouped through the City's third-party collections agency.

Prospectively, the delinquency rate is also difficult to estimate, but the City of Sacramento indicates its delinquency rate is around 5%.

The outreach and noticing outlined above will likely cost approximately \$65,000 for fiscal year 2017-18 and would be paid evenly from the Water Enterprise Fund, Wastewater Enterprise Fund, Stormwater Enterprise Fund, and the Solid Waste and Recycling Fund. Sufficient budgets are available. Additional costs related to the transition in subsequent fiscal years will be considered and budgeted in those fiscal years.

Attachment A - Proposed Ordinance (Redline Version)



**ORDINANCE NO.**

**AN ORDINANCE AMENDING TITLE 8, CHAPTER 8.04, SECTIONS 8.04.020, 8.04.140, 8.04.160, 8.04.180, TITLE 13, CHAPTER 13.04, SECTIONS 13.04.020, 13.04.060, 13.04.070, 13.04.200, CHAPTER 13.12, SECTIONS 13.12.100, 13.12.130, 13.12.180, 13.12.190, CHAPTER 13.16, ARTICLE III, SECTIONS 13.16.160, 13.16.170, 13.16.270, 13.16.280 AND AMENDING CHAPTER 8.04 BY ADDING 8.04.135, CHAPTER 13.04 BY ADDING 13.04.015, CHAPTER 13.12 BY ADDING 13.12.125, CHAPTER 13.16, ARTICLE III BY ADDING 13.16.165 TO REQUIRE UTILITY ACCOUNTS BE HELD IN THE NAME OF THE RECORD OWNER.**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

**SECTION I. FINDINGS AND INTENT**

The City Council of the City of Stockton finds that:

Pursuant to California Health and Safety Code section 5473 et seq., the City of Stockton (the "City") has the authority to elect to have its water, sewer, solid waste collection, and stormwater service charges, and any such delinquent service charges and applicable penalties, collected on the tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, its general taxes.

In enacting these provisions of the Health and Safety Code the Legislature found and declared that: Californians want their governments to be run efficiently and economically and that public officials should avoid waste and duplication whenever possible; and it desired to control costs by reducing the number of separate bills.

It is more efficient and economical for the City to: require that all water, sewer, solid waste collection, and stormwater service accounts be held in the name of the record owner of the property where such service or services are being provided; and enforce the collection of any such delinquent service charges by placing a lien on the property for which delinquent service charges and any penalties are due and owing.

Collecting delinquent service charges on the tax roll benefits all ratepayers by improving the City's ability to collect such delinquent charges and penalties, thereby increasing the City's service charge revenues for its utilities and reducing the need to increase the amount of any such service charges for its utilities.

If prior to the effective date of this ordinance the record owner of any property is not the holder of the account for which delinquent water, sewer, solid waste collection, or stormwater service charges or penalties are due and owing, the record owner shall not be responsible for such delinquent service charges and any penalties due and owing for services provided to his or her property.

## SECTION II. AMENDMENT OF CODE

Title 8, Chapter 8.04, Section 8.04.020 of the Stockton Municipal Code is hereby amended to read as follows:

### 8.04.020 Mandatory solid waste service required.

It shall be mandatory for ~~all~~the record owners, ~~occupants or persons in possession, charge or control~~ of ~~all dwellings, buildings, places and premises~~any property in the City in and from which solid waste is created, accumulated or produced to:

A.     S~~subscribe~~ to and pay for refuse collection service ~~render~~provided to such ~~dwelling, building, place or premises~~property by the City, or a collector or permittee of the City; and ~~shall~~

B.     p~~Place~~provide, at a location accessible to the collector or permittee, an adequate container or containers for deposit of refuse of such capacity as the Public Works Director for the City may prescribe.  
(Prior code § 7-051)

## SECTION III. AMENDMENT OF CODE

Title 8, Chapter 8.04, Section 8.04.135 of the Stockton Municipal Code is hereby added to read as follows:

### 8.04.135 Unified bill.

A.     A unified bill includes charges for water services provided by the City and all other service charges, including sewer, solid waste, and stormwater service charges.

B.     A bill that does not contain charges for water services provided by the City is not a unified bill as used in this chapter.

C.     Water services not provided by the City may be billed separately from other City service charges at the water service provider's sole discretion.

## SECTION IV. AMENDMENT OF CODE

Title 8, Chapter 8.04, Section 8.04.140 of the Stockton Municipal Code is hereby amended to read as follows:

### 8.04.140 Billing and collection procedures for residential solid waste collection.

A.     All accounts for solid waste collection services shall be established and held in the name of the record owner of the property. At the time the application for solid waste

collection service is requested, and at the Chief Financial Officer's sole discretion, the applicant shall provide proof of ownership of the property to be served.

B. The record owner of a property receiving solid waste services shall be fully responsible and liable for the payment of all solid waste collection service charges, any delinquent solid waste collection service charges, and any penalties applicable to his or her property.

C. The Chief Financial Officer may, in the Chief Financial Officer's sole discretion, send the bill for solid waste collection services to a tenant or any other person or entity designated by the record owner, provided the record owner or his or her authorized representative submits to the City a complete and signed request to bill the tenant or other designated person or entity on such form as may be specified by the Chief Financial Officer.

D. If, in accordance with subdivision C hereof, a bill is sent to a person or entity other than the record owner, then the service account shall remain in the record owner's name and the record owner shall be fully responsible and liable for the payment of any solid waste collection service charges, any delinquent solid waste collection service charges, and penalties applicable to his or her property as if the bill had been sent to the record owner.

~~A~~E. The method of billing for residential solid waste collection service ~~will~~shall be determined by the ~~Administrative Services~~Chief Financial Officer with the concurrence of the City Manager. Notification of billing period changes shall be provided to ~~all~~the record owner of any property where solid waste services are provided and any tenant or ~~customers~~designated person or entity authorized to receive a bill for solid waste collection service charges pursuant to subdivision C hereof.

~~F~~B. Residential ~~(single-family, duplex and triplex units)~~ solid waste collection service ~~charges~~ will be billed on a unified bill to the ~~customer~~record owner, tenant, or other designated person or entity receiving the bill for water ~~services if the water services are provided by the City~~ at the service location. ~~Some Residential properties multifamily units presently have multiple that consist of two (2) or more separate dwelling units and are served by a single water meter. shall be~~ The customer receiving the bill for water ~~service will be~~ billed for solid waste collection service for the total number of ~~separate residential dwelling units dedicated to served by that such~~ water meter on a unified bill. (Prior code § 7-051.12)

G. If a property does not receive water services from the City, solid waste collection service charges may be billed separately or with other utility services provided by the City.

## SECTION V. AMENDMENT OF CODE

Title 8, Chapter 8.04, Section 8.04.160 of the Stockton Municipal Code is hereby amended to read as follows:

**8.04.160 Delinquency, penalties and nonpayment for residential solid waste collection.**

A. An account ~~shall be deemed is~~ delinquent where payment in full of the ~~unified bill~~ for solid waste collection service charges is not received at the office of the City or its authorized agent for billing and collection within 25 days of the billing date. A postmark date is not considered the date of payment.

B. Where all or any part of any bill for a solid waste collection service account remains unpaid 25 days after the billing date, a basic penalty of 10 percent of the total delinquent amount ~~shall~~will be added to such bill for the first month the account is delinquent. In addition, the City may impose a penalty in an amount not to exceed equal ~~to~~ one (1) percent per month for nonpayment of any solid waste service charges and any basic penalty. ~~per month of the total delinquent amount shall be added to such bill during the time said bill remains unpaid.~~

C. Except as otherwise provided by law, if a unified bill remains unpaid more than 30 days after the date of billing, water service at the service location may be terminated.

1. Water service will not be restored until the amount of all delinquent solid waste collection service charges, and associated service charges, penalties, deposits, and reconnection charges have been paid in full. ~~or~~

2. Prior to termination the Chief Financial Officer, in the Chief Financial Officer's sole discretion, may authorize an amortization agreement ~~has been authorized by the City or its authorized agent for billing and collection~~ pursuant to Section 779 or 10010 of the Public Utilities Code or other applicable statute or regulation. ~~(Prior code § 7-051.14)~~

D. The City shall include a statement in each bill for solid waste collection service charges to each record owner in substantially the following form:

"Solid waste collection service charges and any penalties shall constitute a lien against the lot or parcel of land against which the charges and any penalties are imposed if the charges remain delinquent for 60 or more days."

Pursuant to such notice, the solid waste collection service charges and penalties may become a lien against the lot or parcel of land against which the charges were imposed if such charges remain delinquent for a period of 60 or more days. The City shall cause to be recorded with the county recorder all such delinquent solid waste service charges and any penalties, and when so recorded such charges and penalties shall have the force,

effect and priority of a judgment lien and continue for 10 years from the time of recording unless sooner released or otherwise discharged.

## SECTION VI. AMENDMENT OF CODE

Title 8, Chapter 8.04, Section 8.04.180 of the Stockton Municipal Code is hereby amended to read as follows:

### **8.04.180 Payment of fees and mandatory reporting of change in circumstancefor ~~residential solid waste collection—Responsible party—Responsibilities of property owner.~~**

A. No ~~residential~~ solid waste collection services s will~~shall~~ be furnished to any ~~premises~~property or person free of charge.

B. The ~~water service customer of any single-family, duplex or triplex premises is and~~ record owner of any property where solid waste collection services are provided by the City or an authorized collector or permittee of the City shall be responsible for the payment of any and all solid waste collection service charges, any delinquent solid waste collection service charges, and any penalties applicable to ~~the~~his or her ~~premises~~property.

C. It shall be and is hereby made the duty of each ~~water service customer~~ record owner of any property where solid waste collection services are provided by the City or a collector or permittee of the City to ascertain from the City Administrative Services Department or its authorized agent for billing and collection the amount and due date of any solid waste collection service charges~~applicable to premises, any delinquent solid waste collection service charges, and any penalties applicable to his or her property~~ and to pay such charges and penalties when due and payable.

DB. ~~It shall also be and is hereby made the duty of each~~ The record owner of any ~~premises~~property that receives solid waste collection services from the City or a collector or permittee of the City ~~is obligated~~ to inform the City Administrative Services Department or its authorized agent for billing and collection immediately of all circumstances, and of any change(s) in any circumstance which will in any way affect the applicability of any solid waste collection service charges or the amount of any such charges ~~to premises that may be imposed on the record owner's property for solid waste services provided to the property owned by said person.~~ In particular, but not by way of limitations, ~~an~~ the record owner of any ~~premises~~property where solid waste services are provided by the City or a collector or permittee of the City shall immediately inform the City Administrative Services Department or its authorized agent for billing and collection of any sale or transfer of any such ~~premises~~property by or to such owner. ~~(Prior code § 7-051.16)~~

## SECTION VII. AMENDMENT OF CODE

Title 13, Chapter 13.04, Section 13.04.015 of the Stockton Municipal Code is hereby added to read as follows:

**13.04.015 Mandatory water service required.**

Except as otherwise provided in this title, in areas in which the City provides water service it shall be mandatory for the record owner of any property in the City to subscribe to and pay for water services provided to his or her property by the City.

**SECTION VIII. AMENDMENT OF CODE**

Title 13, Chapter 13.04, Section 13.04.020 of the Stockton Municipal Code is hereby amended to read as follows:

**13.04.020 ~~Method of b~~Billing and collection procedures.**

A. All accounts for water services shall be established and held in the name of the record owner of the property. At the time application for water service is requested, and at the Chief Financial Officer's sole discretion, the applicant shall provide proof of ownership of the property to be served.

B. The record owner of a property receiving water services shall be fully responsible and liable for the payment of all water service charges, any delinquent water service charges, and any penalties applicable to his or her property.

C. The Chief Financial Officer may, in the Chief Financial Officer's sole discretion, send the bill for water services to a tenant or any other person or entity designated by the record owner, provided the record owner or his or her authorized representative submits to the City a complete and signed request to bill the tenant or other designated person or entity on such form as may be specified by the Chief Financial Officer.

D. If, in accordance with subdivision C hereof, a bill is sent to a person or entity other than the record owner, then the service account shall remain in the record owner's name and the record owner shall be fully responsible and liable for the payment of any water service charges, any delinquent water service charges, and penalties applicable to his or her property as if the bill had been sent to the record owner.

E. ~~Water service customers shall be billed once monthly, or such other periods as required to effectively and efficiently implement a billing system. The method of b~~Billing and collection procedures for water service, including the billing cycle, whether monthly, quarterly, or otherwise, ~~will~~shall be determined by the ~~Chief Financial Officer-Director of Finance~~, with concurrence of the City Manager. Notification of billing period changes shall be provided to ~~the record owner of any property where water services are provided and any tenant or designated person or entity authorized to receive a bill for water service charges pursuant to subdivision C hereof.~~all water customers. (Prior code § 9-701)

## SECTION IX. AMENDMENT OF CODE

Title 13, Chapter 13.04, Section 13.04.060 of the Stockton Municipal Code is hereby amended to read as follows:

### 13.04.060 Remedies for non-payment or other violations.

~~Upon failure of the owner of any premises to pay any water service charges which are delinquent, or if the owner or occupant of any premises shall violate any other provisions of the Stockton Municipal Code governing water accounts, any one or more of the following actions authorized by the Stockton Municipal Code, or where required hereby must be taken by the City to enforce such payment or correct such violation:~~A. ~~In each case w~~Where all or any part of any bill for a water service account remains unpaid 25 days after the billing date, a basic penalty of 10 percent of the total delinquent amount ~~of such bill will~~shall be added to such bill for the first month the account is delinquent. ~~i~~In addition, the City may impose a penalty in an ~~to any~~ amount equal~~not to exceed~~ ~~to one~~ (1) percent per month ~~for nonpayment of any water service charges and any basic penalty of the total amount of such bill for each month during the time that said bill shall remain unpaid after its delinquent date and the account remains in an open status~~ A postmark date is not considered proof of payment.

B. Except as otherwise provided by law, if a bill remains unpaid more than 30 days after the date of billing, water service at the service location may be terminated.

1. Water service will not be restored until the amount of all delinquent water service charges, associated service charges, penalties, deposits, and reconnection charges have been paid in full.

2. Prior to termination the Chief Financial Officer, in the Chief Financial Officer's sole discretion, may authorize an amortization agreement pursuant to Section 779 or 10010 of the Public Utilities Code or other applicable statute or regulation.~~Water service to said premise(s) may be disconnected as provided by law. (Prior code § 9-702.1)~~

## SECTION X. AMENDMENT OF CODE

Title 13, Chapter 13.04, Section 13.04.070 of the Stockton Municipal Code is hereby amended to read as follows:

### 13.04.070 Form of collector's bill.

A. The City~~bill presented to the owner~~ shall include a statement in each bill for water service charges~~warning notice~~ that if the bill is not paid within 25 days of the billing date, ~~it may render the~~ record owner may be responsible for penalties and interest ~~and may result in the recording of a lien or assessment against the property to which service~~



~~was rendered, or any other form of collection as authorized by resolution or ordinance. (Prior code § 9-703)~~

B. The City shall include a statement in each bill for water service charges to each record owner in substantially the following form:

“Water service charges and any penalties shall constitute a lien against the lot or parcel of land against which the charges and any penalties are imposed if the charges remain delinquent for 60 or more days.”

Pursuant to such notice, the water service charges and penalties may become a lien against the lot or parcel of land against which the charges were imposed if such charges remain delinquent for a period of 60 or more days. The City shall cause to be recorded with the county recorder all such delinquent water charges and any penalties, and when so recorded such charges and penalties shall have the force, effect and priority of a judgment lien and continue for 10 years from the time of recording unless sooner released or otherwise discharged.

## SECTION XI. AMENDMENT OF CODE

Title 13, Chapter 13.04, Section 13.04.200 of the Stockton Municipal Code is hereby amended to read as follows:

### **13.04.200 Payment of fees and mandatory reporting of change in circumstance responsible party.**

A. No facility or service of the City water system ~~will~~shall be furnished to any ~~premises or to any owner or other~~ property or person free of charge.

B. The record owner of any property where water services are provided by the City ~~premises~~ is and shall be responsible for the payments of any and all water service charges, any delinquent water service charges, and any penalties applicable to his or her property. ~~the premises owned by said person, although payments may be accepted from tenants.~~

C. It shall be and is hereby made the duty of each ~~such~~ record owner of any property where water service is provided by the City to ascertain from the City Administrative Services ~~Finance~~ Department or its authorized agent for billing and collection the amount of any water service charges, any delinquent water service charges, and any penalties applicable to his or her property and to pay such charges and penalties when and due and payable ~~date of any such charge applicable.~~

D. ~~It shall also be and is hereby made the duty of each such~~ The record owner of ~~all premises~~ any property that receives water services from the City is obligated to inform the City's ~~Finance~~ Administrative Services Department or its authorized agent for billing and collection immediately of all circumstances, and of any change(s) in any

circumstance which will in any way affect the applicability of any water service charges ~~to premises owned by said person or in~~ the amount of any such charges that may be imposed on the record owner's property for water services provided to the property. In particular, but not by way of limitations, ~~an the record~~ owner of any property where water services are provided by the City ~~premises~~ shall immediately inform the City's Administrative Services Finance Department or its authorized agent for billing and collection of any sale or transfer of any such ~~premises property by or to such owner, prior to the finalization of any such sale or transfer.~~ (Prior code § 9-709.6)

## SECTION XII. AMENDMENT OF CODE

Title 13, Chapter 13.12, Section 13.12.100 of the Stockton Municipal Code is hereby amended to read as follows:

### 13.12.100 Mandatory sanitary sewer service required.

Except as otherwise provided in this title, it shall be mandatory for ~~all the record owners, occupants or persons in possession, charge, or control~~ of all any places or premises property in the City to subscribe to and pay for sanitary sewer services ~~render~~ provided to ~~such place or premises~~ his or her property. (Prior code § 7-092.10)

## SECTION XIII. AMENDMENT OF CODE

Title 13, Chapter 13.12, Section 13.12.125 of the Stockton Municipal Code is hereby added to read as follows:

### 13.12.125 Unified bill.

A. A unified bill includes charges for water services provided by the City and all other service charges, including sewer, solid waste, and stormwater service charges.

B. A bill that does not contain charges for water services provided by the City is not a unified bill as used in this chapter.

C. Water services not provided by the City may be billed separately from other City service charges at the water service provider's sole discretion.

## SECTION XIV. AMENDMENT OF CODE

Title 13, Chapter 13.12, Section 13.12.130 of the Stockton Municipal Code is hereby amended to read as follows:

### 13.12.130 Billing and collection procedures.

A. All accounts for sewer services shall be established and held in the name of the record owner of the property where sewer services are provided. At the time the

application for sewer services or water services, if water services are provided by the City, are requested by the applicant to the City, and at the Chief Financial Officer's sole discretion, the applicant shall provide proof of ownership of the property to be served.

B. The record owner of a property receiving sewer services shall be fully responsible and liable for the payment of all sewer service charges, any delinquent sewer service charges, and any penalties applicable to his or her property.

C. The Chief Financial Officer may, in the Chief Financial Officer's sole discretion, send the bill for sewer services to a tenant or any other person or entity designated by the record owner, provided the record owner or his or her authorized representative submits to the City a complete and signed request to bill the tenant or other designated person or entity on such form as may be specified by the Chief Financial Officer.

D. If, in accordance with subdivision C hereof, a bill is sent to a person or entity other than the record owner, then the service account shall remain in the record owner's name and the record owner shall be fully responsible and liable for the payment of any sewer service charges, any delinquent sewer service charges, and any penalties applicable to his or her property as if the bill had been sent to the record owner.

~~E.A.~~ Billing and collection procedures for sewer service, including the billing cycle, whether monthly, quarterly or otherwise, ~~will~~shall be as determined by the ~~Administrative Services~~ Chief Financial Officer with the concurrence of the City Manager. Notification of billing changes shall be provided to the record owner of any property where sewer services are provided and any tenant or designated person or entity authorized to receive a bill for sewer service charges pursuant to subdivision C hereof.

~~F.B.~~ Residential and commercial sewer service ~~charges will~~shall be billed on a unified bill to the ~~customer~~record owner, tenant, or other designated person or entity receiving the bill for water ~~services if water services are provided by the City~~ at the service location. Residential ~~properties that~~dwelling, consisting of two (2) or more separate ~~dwelling~~ units, ~~and are~~ served by a single water meter shall be billed for sewer service for the total number of such separate ~~residential dwelling~~ units served by such water meter on a unified bill. ~~Notification of billing period changes shall be provided to all sewer service customers. (Prior code § 7-092.13)~~

G. If a property does not receive water services from the City, sewer service charges may be billed separately or with other utility services provided by the City.

## **SECTION XV. AMENDMENT OF CODE**

Title 13, Chapter 13.12, Section 13.12.180 of the Stockton Municipal Code is hereby amended to read as follows:

### **13.12.180 Delinquency, penalties and nonpayment.**

A. An account ~~shall be deemed~~is delinquent where payment in full of the ~~unified~~ bill for sewer service charges is not received at the office of the City or its authorized agent for billing and collection within 25 days of the billing date. A postmark date is not considered the date of payment.

B. Where all or any part of any bill for a sewer service account remains unpaid 25 days after the billing date, a basic penalty of 10 percent of the total delinquent amount ~~will~~shall be added to such bill for the first month the account is delinquent. In addition, the City may impose a penalty in an amount ~~equal~~not to ~~exceed~~ one (1) percent per month for nonpayment of any sewer service charges and any basic penalty. ~~of the total delinquent amount shall be added to such bill during the time said bill remains unpaid.~~

C. Except as otherwise provided by law, if a unified bill remains unpaid more than 30 days after the date of billing, water service at the service location may be terminated.

1. Water service will not be restored until the amount of all delinquent sewer service charges, ~~and~~ associated service charges, penalties, deposits, and reconnection charges have been paid in full, ~~or~~

2. Prior to termination the Chief Financial Officer, in the Chief Financial Officer's sole discretion, may authorize an amortization agreement ~~has been authorized by the City or its authorized agent for billing and collection~~ pursuant to Section 779 or 10010 of the Public Utilities Code or other applicable statute or regulation. ~~(Prior code § 7-092.17)~~

D. The City shall include a statement in each bill for sewer service charges to each record owner in substantially the following form:

"Sewer service charges and any penalties shall constitute a lien against the lot or parcel of land against which the charges and penalties are imposed if the charges remain delinquent for 60 or more days."

Pursuant to such notice, the sewer service charges and penalties may become a lien against the lot or parcel of land against which the charges and penalties were imposed if such charges remain delinquent for a period of 60 or more days. The City shall cause to be recorded with the county recorder all such delinquent sewer service charges and penalties, and when so recorded such charges and penalties shall have the force, effect and priority of a judgment lien and continue for 10 years from the time of recording unless sooner released or otherwise discharged.

## SECTION XVI. AMENDMENT OF CODE

Title 13, Chapter 13.12, Section 13.12.190 of the Stockton Municipal Code is hereby amended to read as follows:

**13.12.190 Payment of fees and mandatory reporting of change in circumstance—  
Responsible party—Responsibilities of property owner.**

A. No facility or service of the sanitary sewer system ~~shall~~ will be furnished to any ~~premises~~ property or person free of charge.

~~4B.~~ The record owner of any property where sewer services are provided by the City ~~water service customer of any premises is and~~ shall be responsible for the payments of any and all sewer service charges, delinquent sewer service charges, and any penalties applicable to ~~the~~ his or her premises property.

C. It shall be and is hereby made the duty of ~~each water service customer~~ the record owner of any property where sewer services are provided by the City to ascertain from the City Administrative Services Department or its authorized agent for billing and collection the amount and due date of any sewer service charges, delinquent sewer service charges, and any penalties applicable to ~~premises~~ his or her property and to pay such charges and penalties when due and payable.

~~2D.~~ Metered or monitored industrial sewer service charges will be billed to the ~~sewer service user~~ record owner of the property where the sewer services are provided or to the tenant or designated person or entity authorized to receive such bill for such property pursuant to Section 13.12.130, subdivision C on an individual basis separate from the water service bill. The record owner ~~industrial sewer service user~~ of the property is and shall be responsible for payments of any and all sewer service charges, delinquent sewer service charges, and any penalties applicable to the ~~premises~~ property. It shall be and is hereby made the duty of ~~each~~ the record owner of any property where industrial sewer services are provided ~~customer~~ to ascertain from the City Administrative Services Department the amount and due date of any sewer service charge, delinquent sewer service charges, or penalties applicable to ~~premises~~ his or her property and to pay such charges and penalties when due and payable.

~~BE.~~ ~~It shall also be and is hereby made the duty of each~~ The record owner of any ~~premises~~ property that receives sewer services is obligated to inform the City Administrative Services Department or its authorized agent for billing and collection immediately of all circumstances, and of any change(s) in any circumstance which will in any way affect the applicability of any sewer service charges ~~to premises owned by said person~~ or the amount of any such charges that may be imposed on the record owner's property for sewer services. In particular, but not by way of limitations, ~~an~~ the record owner of any ~~premises~~ property where sewer services are provided shall immediately inform the City Administrative Services Department or its authorized agent for billing and collection of any sale or transfer of any such ~~premises~~ property by or to such record owner.  
(Prior code § 7-092.24)

**SECTION XVII. AMENDMENT OF CODE**

Title 13, Chapter 13.16, Article III, Section 13.16.160 of the Stockton Municipal Code is hereby amended to read as follows:

**13.16.160 Mandatory stormwater service required.**

Except as otherwise provided in this title, it shall be mandatory for ~~all the record owners, occupants or persons in possession, charge, or control of all any places or premises~~ property in the City to subscribe to and pay for stormwater services. ~~(Prior code § 7-815)~~

**SECTION XVIII. AMENDMENT OF CODE**

Title 13, Chapter 13.16, Article III, Section 13.16.165 of the Stockton Municipal Code is hereby added to read as follows:

**13.16.165 Unified bill.**

A. A unified bill includes charges for water services provided by the City and all other service charges, including sewer, solid waste, and stormwater service charges.

B. A bill that does not contain charges for water services provided by the City is not a unified bill as used in this chapter.

C. Water services not provided by the City may be billed separately from other City service charges at the water service provider's sole discretion.

**SECTION XIX. AMENDMENT OF CODE**

Title 13, Chapter 13.16, Article III, Section 13.16.170 of the Stockton Municipal Code is hereby amended to read as follows:

**13.16.170 Billing and collection procedures.**

A. All accounts for stormwater services shall be established and held in the name of the record owner of the property.

B. The record owner of a property receiving stormwater services shall be fully responsible and liable for the payment of all stormwater service charges, any delinquent stormwater service charges, and any penalties applicable to his or her property.

C. The Chief Financial Officer may, in the Chief Financial Officer's sole discretion, send the bill for stormwater services to a tenant or any other person or entity designated by the record owner, provided the record owner or his or her authorized representative submits to the City a complete and signed request to bill the tenant or other designated person or entity on such form as may be specified by the Chief Financial Officer.



D. If, in accordance with subdivision C hereof, a bill is sent to a person or entity other than the record owner, then the service account shall remain in the record owner's name and the record owner shall be fully responsible and liable for the payment of any stormwater service charges, any delinquent stormwater service charges, and any penalties applicable to his or her property as if the bill had been sent to the record owner.

E. Billing and collection procedures for stormwater, including the billing cycle, whether monthly, quarterly, annually, semi-annually, or otherwise, including collection on the property tax roll, will ~~shall~~ be as determined by the ~~Administrative Services Chief~~ Financial Officer with the concurrence of the City Manager.

F. Residential stormwater service charges will ~~shall~~ be billed on a unified bill to the ~~customer~~ record owner, tenant, or other designated person or entity receiving the bill for water if the water services are provided by the City at the service location. Residential ~~dwelling~~ properties that consisting of two (2) or more separate dwelling units, ~~and are~~ served by a single water meter shall be billed for stormwater service for the total number of ~~such~~ separate residential dwelling units served by such water meter on a unified bill.

G. If a property does not receive water services from the City, stormwater service charges may be billed separately or with other utility services provided by the City, or collected on the tax roll.

~~———To eliminate the potential for revenue loss and ensure that all stormwater system users are charged on a fair and equitable basis, the parcel owner for nonresidential units shall receive the stormwater bill. (Prior code § 7-815.1)~~

## **SECTION XX. AMENDMENT OF CODE**

Title 13, Chapter 13.16, Article III, Section 13.16.270 of the Stockton Municipal Code is hereby amended to read as follows:

### **13.16.270 Delinquency, penalties and nonpayment.**

A. An account ~~shall be deemed~~ is delinquent where payment in full of the ~~unified bill~~ for stormwater service charges is not received at the office of the City or its authorized agent for billing and collection within 25 days of the billing date. A postmark date is not considered the date of payment.

B. Where all or any part of any bill for a stormwater service account remains unpaid 25 days after the billing date, a basic penalty of 10 percent of the total delinquent amount ~~will~~ shall be added to such bill for the first month the account is delinquent. In addition, the City may impose a penalty in an amount not to exceed one (1) percent per month for nonpayment of any stormwater service charges and any basic penalty ~~of the total delinquent amount shall be added to such bill during the time said bill remains unpaid.~~



C. Except as otherwise provided by law, if a unified bill remains unpaid more than 30 days after the date of billing, water service at the service location may be terminated.

1. Water service will not be restored until the amount of all delinquent stormwater service charges, ~~and~~ associated service charges, penalties, deposits, and reconnection charges have been paid in full, ~~or~~

2. Prior to termination the Chief Financial Officer, in the Chief Financial Officer's sole discretion, may authorize an amortization agreement ~~has been authorized by the City or its authorized agent for billing and collection~~ pursuant to Section 779 or 10010 of the Public Utilities Code or other applicable statute. ~~(Prior code § 7-824)~~

D. The City shall include a statement in each bill for stormwater service charges to each record owner in substantially the following form:

"Stormwater service charges and any penalties shall constitute a lien against the lot or parcel of land against which the charge is imposed if the charges remain delinquent for 60 days."

Pursuant to such notice, the stormwater service charges and any penalties may become a lien against the lot or parcel of land against which the charges and penalties were imposed if such charges remain delinquent for a period of 60 days. The City shall cause to be recorded with the county recorder all such delinquent stormwater service charges and penalties, and when so recorded such charges and penalties shall have the force, effect and priority of a judgment lien and continue for 10 years from the time of recording unless sooner released or otherwise discharged.

## SECTION XXI. AMENDMENT OF CODE

Title 13, Chapter 13.16, Article III, Section 13.16.280 of the Stockton Municipal Code is hereby amended to read as follows:

**13.16.280 Payment of fees and mandatory reporting of change in circumstance—~~Responsible party—Responsibilities of property owner.~~**

A. No facility or service of the stormwater system ~~shall~~ will be furnished to any ~~premises~~ property or person free of charge.

B1. The ~~residential~~ record owner of any property where stormwater services are provided by the City ~~customer of any premises is and~~ shall be responsible for the payments of any and all stormwater service charges, any delinquent stormwater service charges, and any penalties applicable to ~~the~~ his or her ~~premises~~ property.

C. It shall be and is hereby made the duty of the record owner of any property where stormwater services are provided by the City~~each residential water service customer~~ to ascertain from the City Administrative Services Department or its authorized agent for billing and collection the amount and due date of any stormwater service charges, any delinquent stormwater service charges, and any penalties applicable to ~~premises~~his or her property and to pay such charges when due and payable.

2D. Stormwater charges for commercial and industrial parcels will be billed to the ~~property~~record owner of ~~record~~the property on an individual basis separate from the water service bill. ~~The property owner is and shall be responsible for payment of any and all sewer service charges applicable to the premises. It shall be and is hereby made the duty of each such property owner to ascertain from the City Administrative Services Department the amount and due date of any charge applicable to premises and to pay such charges when due and payable.~~

BE. ~~It shall also be and is hereby made the duty of each~~ The record owner of any ~~premises~~property that receives stormwater services ~~to~~is obligated to inform the City Administrative Services Department or its authorized agent for billing and collection immediately of all circumstances, and of any change(s) in any circumstance which will in any way affect the applicability of any stormwater service charges ~~to premises owned by said person~~ or the amount of any such charges that may be imposed on the record owner's property for stormwater services provided to the property. In particular, but not by way of limitation, ~~an~~the record owner of any ~~premises~~property where stormwater services are provided shall immediately inform the City Administrative Services Department or its authorized agent for billing and collection of any sale or transfer of any such ~~premises~~property ~~by or to such owner.~~ (Prior code § 7-833)

## SECTION XXII. SEVERABILITY

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, that invalidity shall not affect other provisions or applications of the act which can be given without the invalid provision or application, and to this end the provisions of this act are severable.

## SECTION XXIII. EFFECTIVE DATE

This ordinance shall take effect and be in full force thirty (30) days after its passage.

ADOPTED: \_\_\_\_\_

EFFECTIVE: \_\_\_\_\_

\_\_\_\_\_  
MICHAEL D. TUBBS  
Mayor of the City of Stockton

ATTEST:

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BRET HUNTER, CMC  
Interim City Clerk of the City of Stockton

## **STOCKTON CITY COUNCIL**

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### **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STOCKTON REAFFIRMING AND REENACTING PREVIOUSLY APPROVED AND AUTHORIZED WATER, SEWER, SOLID WASTE COLLECTION, AND STORMWATER SERVICE RATES AND SERVICE CHARGES AND ANY INCREASES AND ADJUSTMENTS RELATED THERETO**

The City Council of the City of Stockton (the "City") previously approved its water, sewer, solid waste collection, and stormwater service rates and service charges by resolutions approved by the members of the City Council; and

Pursuant to California Health and Safety Code section 5473 et seq., the City has the authority to elect to have its water, sewer, solid waste collection, and stormwater service charges, and any such delinquent service charges and applicable penalties, collected on the tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, its general taxes; and

In enacting these provisions of the Health and Safety Code, the Legislature found and declared that: Californians want their governments to be run efficiently and economically and that public officials should avoid waste and duplication whenever possible; and it desired to control costs by reducing the number of separate bills received by customers; and

It is more efficient and economical for the City to: require that all water, sewer, solid waste collection, stormwater service accounts be held in the name of the record owner of the property where such service or services are being provided; and enforce the collection of any such delinquent service charges and applicable penalties by placing a lien on the property for which delinquent service charges and any penalties are due and owing by the record owner; and

Collecting delinquent service charges and any applicable penalties on the tax roll benefits all ratepayers by improving the City's ability to collect such delinquent charges and penalties, thereby increasing the City's service charge revenues for its utilities and reducing the need to increase the amount of any such rates and service charges for City utility customers; and

The City Council has determined to avail itself of the authority to collect delinquent water, sewer, solid waste collection, and stormwater service charges and any applicable penalties related thereto on the tax roll; and

To avail itself of this authority the City Council has determined to reaffirm and reenact the City's water, sewer, solid waste collection, and stormwater service rates and service charges that are currently in effect, and any adjustments and increases to such rates and service charges as previously adopted and authorized by the City Council

pursuant to resolution numbers 2016-06-28-1601, 10-0277, 03-0282, and 95-0304, respectively (collectively, the “Resolutions”); and

The reaffirmation and reenactment of the City’s water, sewer, solid waste collection, and stormwater service rates and service charges that are currently in effect, and any adjustments and increases to such rates and service charges as previously adopted and authorized by the Resolutions of the City Council will not result in an increase in any of such rates or service charges pursuant to California Constitution article XIII D, section 6(a) and Government Code section 53750(h); now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The City Council hereby reaffirms and reenacts the water, sewer, solid waste collection, and stormwater service rates and service charges that are currently in effect, and any adjustments and increases to such rates and service charges as previously adopted and authorized by the Resolutions of the City Council.

2. In accordance with the California Environmental Quality Act (CEQA) and the CEQA Guidelines, the City Council has determined that the water, sewer, solid waste collection, and stormwater service rates and service charges are exempt from CEQA pursuant to Section 15378 and Section 15273 of the CEQA Guidelines and Public Resources Code section 21080(b)(8) because: (i) the service charges are for the purpose of meeting operational and maintenance expenses of the aforementioned services; and (ii) the charges constitute the creation of a funding mechanism/other governmental fiscal activity which does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. The documents and materials that constitute the record of proceedings on which these findings have been based are located in the Office of the City Clerk located at 425 N. El Dorado Street, Stockton, CA 95202. The custodian for these records is the City Clerk.

3. If any section, subsection, subdivision, sentence, clause, or phrase in this Resolution or any part thereof is for any reason held to be unconstitutional or invalid, or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Resolution or any part thereof. The City Council hereby declares that it would have adopted each section irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, or phrases be declared unconstitutional, invalid, or ineffective.

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4. The City Manager is authorized to take such other actions as are appropriate to carry out the intent of this Resolution.

5. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, and ADOPTED January 9, 2018.

\_\_\_\_\_  
MICHAEL D. TUBBS  
Mayor of the City of Stockton

ATTEST:

\_\_\_\_\_  
BRET HUNTER, CMC  
Interim City Clerk of the City of Stockton

## **ORDINANCE NO.**

**AN ORDINANCE AMENDING TITLE 8, CHAPTER 8.04, SECTIONS 8.04.020, 8.04.140, 8.04.160, 8.04.180, TITLE 13, CHAPTER 13.04, SECTIONS 13.04.020, 13.04.060, 13.04.070, 13.04.200, CHAPTER 13.12, SECTIONS 13.12.100, 13.12.130, 13.12.180, 13.12.190, CHAPTER 13.16, ARTICLE III, SECTIONS 13.16.160, 13.16.170, 13.16.270, 13.16.280 AND AMENDING CHAPTER 8.04 BY ADDING 8.04.135, CHAPTER 13.04 BY ADDING 13.04.015, CHAPTER 13.12 BY ADDING 13.12.125, CHAPTER 13.16, ARTICLE III BY ADDING 13.16.165 TO REQUIRE UTILITY ACCOUNTS BE HELD IN THE NAME OF THE RECORD OWNER.**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

### **SECTION I. FINDINGS AND INTENT**

The City Council of the City of Stockton finds that:

Pursuant to California Health and Safety Code section 5473 et seq., the City of Stockton (the "City") has the authority to elect to have its water, sewer, solid waste collection, and stormwater service charges, and any such delinquent service charges and applicable penalties, collected on the tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, its general taxes.

In enacting these provisions of the Health and Safety Code the Legislature found and declared that: Californians want their governments to be run efficiently and economically and that public officials should avoid waste and duplication whenever possible; and it desired to control costs by reducing the number of separate bills.

It is more efficient and economical for the City to: require that all water, sewer, solid waste collection, and stormwater service accounts be held in the name of the record owner of the property where such service or services are being provided; and enforce the collection of any such delinquent service charges by placing a lien on the property for which delinquent service charges and any penalties are due and owing.

Collecting delinquent service charges on the tax roll benefits all ratepayers by improving the City's ability to collect such delinquent charges and penalties, thereby increasing the City's service charge revenues for its utilities and reducing the need to increase the amount of any such service charges for its utilities.

If prior to the effective date of this ordinance the record owner of any property is not the holder of the account for which delinquent water, sewer, solid waste collection, or stormwater service charges or penalties are due and owing, the record owner shall not be responsible for such delinquent service charges and any penalties due and owing for services provided to his or her property.



## **SECTION II. AMENDMENT OF CODE**

Title 8, Chapter 8.04, Section 8.04.020 of the Stockton Municipal Code is hereby amended to read as follows:

### **8.04.020 Mandatory solid waste service required.**

It shall be mandatory for the record owner of any property in the City in and from which solid waste is created, accumulated or produced to:

A. Subscribe to and pay for refuse collection service provided to such property by the City, or a collector or permittee of the City; and

B. Place, at a location accessible to the collector or permittee, an adequate container or containers for deposit of refuse of such capacity as the Public Works Director for the City may prescribe.

## **SECTION III. AMENDMENT OF CODE**

Title 8, Chapter 8.04, Section 8.04.135 of the Stockton Municipal Code is hereby added to read as follows:

### **8.04.135 Unified bill.**

A. A unified bill includes charges for water services provided by the City and all other service charges, including sewer, solid waste, and stormwater service charges.

B. A bill that does not contain charges for water services provided by the City is not a unified bill as used in this chapter.

C. Water services not provided by the City may be billed separately from other City service charges at the water service provider's sole discretion.

## **SECTION IV. AMENDMENT OF CODE**

Title 8, Chapter 8.04, Section 8.04.140 of the Stockton Municipal Code is hereby amended to read as follows:

### **8.04.140 Billing and collection procedures for residential solid waste collection.**

A. All accounts for solid waste collection services shall be established and held in the name of the record owner of the property. At the time the application for solid waste collection service is requested, and at the Chief Financial Officer's sole discretion, the applicant shall provide proof of ownership of the property to be served.

B. The record owner of a property receiving solid waste services shall be fully responsible and liable for the payment of all solid waste collection service charges, any delinquent solid waste collection service charges, and any penalties applicable to his or her property.

C. The Chief Financial Officer may, in the Chief Financial Officer's sole discretion, send the bill for solid waste collection services to a tenant or any other person or entity designated by the record owner, provided the record owner or his or her authorized representative submits to the City a complete and signed request to bill the tenant or other designated person or entity on such form as may be specified by the Chief Financial Officer.

D. If, in accordance with subdivision C hereof, a bill is sent to a person or entity other than the record owner, then the service account shall remain in the record owner's name and the record owner shall be fully responsible and liable for the payment of any solid waste collection service charges, any delinquent solid waste collection service charges, and penalties applicable to his or her property as if the bill had been sent to the record owner.

E. The method of billing for residential solid waste collection service will be determined by the Chief Financial Officer with the concurrence of the City Manager. Notification of billing period changes shall be provided to the record owner of any property where solid waste services are provided and any tenant or designated person or entity authorized to receive a bill for solid waste collection service charges pursuant to subdivision C hereof.

F. Residential solid waste collection service charges will be billed on a unified bill to the record owner, tenant, or other designated person or entity receiving the bill for water services if the water services are provided by the City at the service location. Residential properties that consist of two (2) or more separate dwelling units and are served by a single water meter shall be billed for solid waste collection service for the total number of separate residential dwelling units served by such water meter on a unified bill.

G. If a property does not receive water services from the City, solid waste collection service charges may be billed separately or with other utility services provided by the City.

## **SECTION V. AMENDMENT OF CODE**

Title 8, Chapter 8.04, Section 8.04.160 of the Stockton Municipal Code is hereby amended to read as follows:

**8.04.160 Delinquency, penalties and nonpayment for residential solid waste collection.**

A. An account is delinquent where payment in full of the bill for solid waste collection service charges is not received at the office of the City or its authorized agent for billing and collection within 25 days of the billing date. A postmark date is not considered the date of payment.

B. Where all or any part of any bill for a solid waste collection service account remains unpaid 25 days after the billing date, a basic penalty of 10 percent of the total delinquent amount will be added to such bill for the first month the account is delinquent. In addition, the City may impose a penalty in an amount not to exceed one (1) percent per month for nonpayment of any solid waste service charges and any basic penalty.

C. Except as otherwise provided by law, if a unified bill remains unpaid more than 30 days after the date of billing, water service at the service location may be terminated.

1. Water service will not be restored until the amount of all delinquent solid waste collection service charges, associated service charges, penalties, deposits, and reconnection charges have been paid in full.

2. Prior to termination the Chief Financial Officer, in the Chief Financial Officer's sole discretion, may authorize an amortization agreement pursuant to Section 779 or 10010 of the Public Utilities Code or other applicable statute or regulation.

D. The City shall include a statement in each bill for solid waste collection service charges to each record owner in substantially the following form:

"Solid waste collection service charges and any penalties shall constitute a lien against the lot or parcel of land against which the charges and any penalties are imposed if the charges remain delinquent for 60 or more days."

Pursuant to such notice, the solid waste collection service charges and penalties may become a lien against the lot or parcel of land against which the charges were imposed if such charges remain delinquent for a period of 60 or more days. The City shall cause to be recorded with the county recorder all such delinquent solid waste service charges and any penalties, and when so recorded such charges and penalties shall have the force, effect and priority of a judgment lien and continue for 10 years from the time of recording unless sooner released or otherwise discharged.

## **SECTION VI. AMENDMENT OF CODE**

Title 8, Chapter 8.04, Section 8.04.180 of the Stockton Municipal Code is hereby amended to read as follows:

### **8.04.180 Payment of fees and mandatory reporting of change in circumstance.**

A. No solid waste collection services will be furnished to any property or person free of charge.

B. The record owner of any property where solid waste collection services are provided by the City or an authorized collector or permittee of the City shall be responsible for the payment of any and all solid waste collection service charges, any delinquent solid waste collection service charges, and any penalties applicable to his or her property.

C. It shall be and is hereby made the duty of each record owner of any property where solid waste collection services are provided by the City or a collector or permittee of the City to ascertain from the City Administrative Services Department or its authorized agent for billing and collection the amount and due date of any solid waste collection service charges, any delinquent solid waste collection service charges, and any penalties applicable to his or her property and to pay such charges and penalties when due and payable.

D. The record owner of any property that receives solid waste collection services from the City or a collector or permittee of the City is obligated to inform the City Administrative Services Department or its authorized agent for billing and collection immediately of all circumstances and of any change(s) in any circumstance which will in any way affect the applicability of any solid waste collection service charges or the amount of any such charges that may be imposed on the record owner's property for solid waste services provided to the property. In particular, but not by way of limitation, the record owner of any property where solid waste services are provided by the City or a collector or permittee of the City shall immediately inform the City Administrative Services Department or its authorized agent for billing and collection of any sale or transfer of any such property.

## **SECTION VII. AMENDMENT OF CODE**

Title 13, Chapter 13.04, Section 13.04.015 of the Stockton Municipal Code is hereby added to read as follows:

### **13.04.015 Mandatory water service required.**

Except as otherwise provided in this title, in areas in which the City provides water service it shall be mandatory for the record owner of any property in the City to subscribe to and pay for water services provided to his or her property by the City.

## **SECTION VIII. AMENDMENT OF CODE**

Title 13, Chapter 13.04, Section 13.04.020 of the Stockton Municipal Code is hereby amended to read as follows:

### **13.04.020 Billing and collection procedures.**

A. All accounts for water services shall be established and held in the name of the record owner of the property. At the time application for water service is requested, and at the Chief Financial Officer's sole discretion, the applicant shall provide proof of ownership of the property to be served.

B. The record owner of a property receiving water services shall be fully responsible and liable for the payment of all water service charges, any delinquent water service charges, and any penalties applicable to his or her property.

C. The Chief Financial Officer may, in the Chief Financial Officer's sole discretion, send the bill for water services to a tenant or any other person or entity designated by the record owner, provided the record owner or his or her authorized representative submits to the City a complete and signed request to bill the tenant or other designated person or entity on such form as may be specified by the Chief Financial Officer.

D. If, in accordance with subdivision C hereof, a bill is sent to a person or entity other than the record owner, then the service account shall remain in the record owner's name and the record owner shall be fully responsible and liable for the payment of any water service charges, any delinquent water service charges, and penalties applicable to his or her property as if the bill had been sent to the record owner.

E. Billing and collection procedures for water service, including the billing cycle, whether monthly, quarterly, or otherwise, will be determined by the Chief Financial Officer with concurrence of the City Manager. Notification of billing period changes shall be provided to the record owner of any property where water services are provided and any tenant or designated person or entity authorized to receive a bill for water service charges pursuant to subdivision C hereof.

## **SECTION IX. AMENDMENT OF CODE**

Title 13, Chapter 13.04, Section 13.04.060 of the Stockton Municipal Code is hereby amended to read as follows:

### **13.04.060 Remedies for non-payment or other violations.**

A. Where all or any part of any bill for a water service account remains unpaid 25 days after the billing date, a basic penalty of 10 percent of the total delinquent amount will be added to such bill for the first month the account is delinquent. In addition, the City may impose a penalty in an amount not to exceed one (1) percent per month for nonpayment of any water service charges and any basic penalty. A postmark date is not considered proof of payment.

B. Except as otherwise provided by law, if a bill remains unpaid more than 30 days after the date of billing, water service at the service location may be terminated.

1. Water service will not be restored until the amount of all delinquent water service charges, associated service charges, penalties, deposits, and reconnection charges have been paid in full.

2. Prior to termination the Chief Financial Officer, in the Chief Financial Officer's sole discretion, may authorize an amortization agreement pursuant to Section 779 or 10010 of the Public Utilities Code or other applicable statute or regulation.

## **SECTION X. AMENDMENT OF CODE**

Title 13, Chapter 13.04, Section 13.04.070 of the Stockton Municipal Code is hereby amended to read as follows:

### **13.04.070 Form of collector's bill.**

A. The City shall include a statement in each bill for water service charges that if the bill is not paid within 25 days of the billing date, the record owner may be responsible for penalties and interest.

B. The City shall include a statement in each bill for water service charges to each record owner in substantially the following form:

"Water service charges and any penalties shall constitute a lien against the lot or parcel of land against which the charges and any penalties are imposed if the charges remain delinquent for 60 or more days."

Pursuant to such notice, the water service charges and penalties may become a lien against the lot or parcel of land against which the charges were imposed if such charges remain delinquent for a period of 60 or more days. The City shall cause to be recorded with the county recorder all such delinquent water charges and any penalties, and when so recorded such charges and penalties shall have the force, effect and priority of a judgment lien and continue for 10 years from the time of recording unless sooner released or otherwise discharged.

## **SECTION XI. AMENDMENT OF CODE**

Title 13, Chapter 13.04, Section 13.04.200 of the Stockton Municipal Code is hereby amended to read as follows:

### **13.04.200 Payment of fees and mandatory reporting of change in circumstance.**

A. No facility or service of the City water system will be furnished to any property or person free of charge.

B. The record owner of any property where water services are provided by the City is and shall be responsible for the payment of any and all water service charges, any delinquent water service charges, and any penalties applicable to his or her property.

C. It shall be and is hereby made the duty of each record owner of any property where water service is provided by the City to ascertain from the City Administrative Services Department or its authorized agent for billing and collection the amount of any water service charges, any delinquent water service charges, and any penalties applicable to his or her property and to pay such charges and penalties when due and payable.

D. The record owner of any property that receives water services from the City is obligated to inform the City's Administrative Services Department or its authorized agent for billing and collection immediately of all circumstances and of any change(s) in any circumstance which will in any way affect the applicability of any water service charges or the amount of any such charges that may be imposed on the record owner's property for water services provided to the property. In particular, but not by way of limitation, the record owner of any property where water services are provided by the City shall immediately inform the City's Administrative Services Department or its authorized agent for billing and collection of any sale or transfer of any such property.

## **SECTION XII. AMENDMENT OF CODE**

Title 13, Chapter 13.12, Section 13.12.100 of the Stockton Municipal Code is hereby amended to read as follows:

### **13.12.100 Mandatory sanitary sewer service required.**

Except as otherwise provided in this title, it shall be mandatory for the record owner of any property in the City to subscribe to and pay for sanitary sewer services provided to his or her property.

## **SECTION XIII. AMENDMENT OF CODE**

Title 13, Chapter 13.12, Section 13.12.125 of the Stockton Municipal Code is hereby added to read as follows:

### **13.12.125 Unified bill.**

A. A unified bill includes charges for water services provided by the City and all other service charges, including sewer, solid waste, and stormwater service charges.

B. A bill that does not contain charges for water services provided by the City is not a unified bill as used in this chapter.



C. Water services not provided by the City may be billed separately from other City service charges at the water service provider's sole discretion.

#### **SECTION XIV. AMENDMENT OF CODE**

Title 13, Chapter 13.12, Section 13.12.130 of the Stockton Municipal Code is hereby amended to read as follows:

##### **13.12.130 Billing and collection procedures.**

A. All accounts for sewer services shall be established and held in the name of the record owner of the property where sewer services are provided. At the time the application for sewer services or water services, if water services are provided by the City, are requested by the applicant to the City, and at the Chief Financial Officer's sole discretion, the applicant shall provide proof of ownership of the property to be served.

B. The record owner of a property receiving sewer services shall be fully responsible and liable for the payment of all sewer service charges, any delinquent sewer service charges, and any penalties applicable to his or her property.

C. The Chief Financial Officer may, in the Chief Financial Officer's sole discretion, send the bill for sewer services to a tenant or any other person or entity designated by the record owner, provided the record owner or his or her authorized representative submits to the City a complete and signed request to bill the tenant or other designated person or entity on such form as may be specified by the Chief Financial Officer.

D. If, in accordance with subdivision C hereof, a bill is sent to a person or entity other than the record owner, then the service account shall remain in the record owner's name and the record owner shall be fully responsible and liable for the payment of any sewer service charges, any delinquent sewer service charges, and any penalties applicable to his or her property as if the bill had been sent to the record owner.

E. Billing and collection procedures for sewer service, including the billing cycle, whether monthly, quarterly or otherwise, will be as determined by the Chief Financial Officer with the concurrence of the City Manager. Notification of billing changes shall be provided to the record owner of any property where sewer services are provided and any tenant or designated person or entity authorized to receive a bill for sewer service charges pursuant to subdivision C hereof.

F. Residential and commercial sewer service charges will be billed on a unified bill to the record owner, tenant, or other designated person or entity receiving the bill for water services if water services are provided by the City at the service location. Residential properties that consist of two (2) or more separate dwelling units and are served by a single water meter shall be billed for sewer service for the total number of such separate residential dwelling units served by such water meter on a unified bill.

G. If a property does not receive water services from the City, sewer service charges may be billed separately or with other utility services provided by the City.

## **SECTION XV. AMENDMENT OF CODE**

Title 13, Chapter 13.12, Section 13.12.180 of the Stockton Municipal Code is hereby amended to read as follows:

### **13.12.180 Delinquency, penalties and nonpayment.**

A. An account is delinquent where payment in full of the bill for sewer service charges is not received at the office of the City or its authorized agent for billing and collection within 25 days of the billing date. A postmark date is not considered the date of payment.

B. Where all or any part of any bill for a sewer service account remains unpaid 25 days after the billing date, a basic penalty of 10 percent of the total delinquent amount will be added to such bill for the first month the account is delinquent. In addition, the City may impose a penalty in an amount not to exceed one (1) percent per month for nonpayment of any sewer service charges and any basic penalty.

C. Except as otherwise provided by law, if a unified bill remains unpaid more than 30 days after the date of billing, water service at the service location may be terminated.

1. Water service will not be restored until the amount of all delinquent sewer service charges, associated service charges, penalties, deposits, and reconnection charges have been paid in full.

2. Prior to termination the Chief Financial Officer, in the Chief Financial Officer's sole discretion, may authorize an amortization agreement pursuant to Section 779 or 10010 of the Public Utilities Code or other applicable statute or regulation.

D. The City shall include a statement in each bill for sewer service charges to each record owner in substantially the following form:

"Sewer service charges and any penalties shall constitute a lien against the lot or parcel of land against which the charges and penalties are imposed if the charges remain delinquent for 60 or more days."

Pursuant to such notice, the sewer service charges and penalties may become a lien against the lot or parcel of land against which the charges and penalties were imposed if such charges remain delinquent for a period of 60 or more days. The City shall cause to be recorded with the county recorder all such delinquent sewer service charges and penalties, and when so recorded such charges and penalties shall have the force, effect

and priority of a judgment lien and continue for 10 years from the time of recording unless sooner released or otherwise discharged.

## **SECTION XVI. AMENDMENT OF CODE**

Title 13, Chapter 13.12, Section 13.12.190 of the Stockton Municipal Code is hereby amended to read as follows:

### **13.12.190 Payment of fees and mandatory reporting of change in circumstance.**

A. No facility or service of the sanitary sewer system will be furnished to any property or person free of charge.

B. The record owner of any property where sewer services are provided by the City shall be responsible for the payment of any and all sewer service charges, delinquent sewer service charges, and any penalties applicable to his or her property.

C. It shall be and is hereby made the duty of the record owner of any property where sewer services are provided by the City to ascertain from the City Administrative Services Department or its authorized agent for billing and collection the amount and due date of any sewer service charges, delinquent sewer service charges, and any penalties applicable to his or her property and to pay such charges and penalties when due and payable.

D. Metered or monitored industrial sewer service charges will be billed to the record owner of the property where the sewer services are provided or to the tenant or designated person or entity authorized to receive such bill for such property pursuant to Section 13.12.130, subdivision C on an individual basis separate from the water service bill. The record owner of the property is and shall be responsible for payment of any and all sewer service charges, delinquent sewer service charges, and any penalties applicable to the property. It shall be and is hereby made the duty of the record owner of any property where industrial sewer services are provided to ascertain from the City Administrative Services Department the amount and due date of any sewer service charge, delinquent sewer service charges, or penalties applicable to his or her property and to pay such charges and penalties when due and payable.

E. The record owner of any property that receives sewer services is obligated to inform the City Administrative Services Department or its authorized agent for billing and collection immediately of all circumstances and of any change(s) in any circumstance which will in any way affect the applicability of any sewer service charges or the amount of any such charges that may be imposed on the record owner's property for sewer services. In particular, but not by way of limitation, the record owner of any property where sewer services are provided shall immediately inform the City Administrative Services Department or its authorized agent for billing and collection of any sale or transfer of any such property.

## **SECTION XVII. AMENDMENT OF CODE**

Title 13, Chapter 13.16, Article III, Section 13.16.160 of the Stockton Municipal Code is hereby amended to read as follows:

### **13.16.160 Mandatory stormwater service required.**

Except as otherwise provided in this title, it shall be mandatory for the record owner of any property in the City to subscribe to and pay for stormwater services.

## **SECTION XVIII. AMENDMENT OF CODE**

Title 13, Chapter 13.16, Article III, Section 13.16.165 of the Stockton Municipal Code is hereby added to read as follows:

### **13.16.165 Unified bill.**

A. A unified bill includes charges for water services provided by the City and all other service charges, including sewer, solid waste, and stormwater service charges.

B. A bill that does not contain charges for water services provided by the City is not a unified bill as used in this chapter.

C. Water services not provided by the City may be billed separately from other City service charges at the water service provider's sole discretion.

## **SECTION XIX. AMENDMENT OF CODE**

Title 13, Chapter 13.16, Article III, Section 13.16.170 of the Stockton Municipal Code is hereby amended to read as follows:

### **13.16.170 Billing and collection procedures.**

A. All accounts for stormwater services shall be established and held in the name of the record owner of the property.

B. The record owner of a property receiving stormwater services shall be fully responsible and liable for the payment of all stormwater service charges, any delinquent stormwater service charges, and any penalties applicable to his or her property.

C. The Chief Financial Officer may, in the Chief Financial Officer's sole discretion, send the bill for stormwater services to a tenant or any other person or entity designated by the record owner, provided the record owner or his or her authorized representative submits to the City a complete and signed request to bill the tenant or other designated person or entity on such form as may be specified by the Chief Financial Officer.

D. If, in accordance with subdivision C hereof, a bill is sent to a person or entity other than the record owner, then the service account shall remain in the record owner's name and the record owner shall be fully responsible and liable for the payment of any stormwater service charges, any delinquent stormwater service charges, and any penalties applicable to his or her property as if the bill had been sent to the record owner.

E. Billing and collection procedures for stormwater, including the billing cycle, whether monthly, quarterly, annually, semi-annually, or otherwise, including collection on the property tax roll, will be as determined by the Chief Financial Officer with the concurrence of the City Manager.

F. Residential stormwater service charges will be billed on a unified bill to the record owner, tenant, or other designated person or entity receiving the bill for water if the water services are provided by the City at the service location. Residential properties that consist of two (2) or more separate dwelling units and are served by a single water meter shall be billed for stormwater service for the total number of separate residential dwelling units served by such water meter on a unified bill.

G. If a property does not receive water services from the City, stormwater service charges may be billed separately or with other utility services provided by the City, or collected on the tax roll.

## **SECTION XX. AMENDMENT OF CODE**

Title 13, Chapter 13.16, Article III, Section 13.16.270 of the Stockton Municipal Code is hereby amended to read as follows:

### **13.16.270 Delinquency, penalties and nonpayment.**

A. An account is delinquent where payment in full of the bill for stormwater service charges is not received at the office of the City or its authorized agent for billing and collection within 25 days of the billing date. A postmark date is not considered the date of payment.

B. Where all or any part of any bill for a stormwater service account remains unpaid 25 days after the billing date, a basic penalty of 10 percent of the total delinquent amount will be added to such bill for the first month the account is delinquent. In addition, the City may impose a penalty in an amount not to exceed one (1) percent per month for nonpayment of any stormwater service charges and any basic penalty.

C. Except as otherwise provided by law, if a unified bill remains unpaid more than 30 days after the date of billing, water service at the service location may be terminated.

1. Water service will not be restored until the amount of all delinquent stormwater service charges, associated service charges, penalties, deposits, and reconnection charges have been paid in full.

2. Prior to termination the Chief Financial Officer, in the Chief Financial Officer's sole discretion, may authorize an amortization agreement pursuant to Section 779 or 10010 of the Public Utilities Code or other applicable statute.

D. The City shall include a statement in each bill for stormwater service charges to each record owner in substantially the following form:

"Stormwater service charges and any penalties shall constitute a lien against the lot or parcel of land against which the charge is imposed if the charges remain delinquent for 60 days."

Pursuant to such notice, the stormwater service charges and any penalties may become a lien against the lot or parcel of land against which the charges and penalties were imposed if such charges remain delinquent for a period of 60 days. The City shall cause to be recorded with the county recorder all such delinquent stormwater service charges and penalties, and when so recorded such charges and penalties shall have the force, effect and priority of a judgment lien and continue for 10 years from the time of recording unless sooner released or otherwise discharged.

## **SECTION XXI. AMENDMENT OF CODE**

Title 13, Chapter 13.16, Article III, Section 13.16.280 of the Stockton Municipal Code is hereby amended to read as follows:

### **13.16.280 Payment of fees and mandatory reporting of change in circumstance.**

A. No facility or service of the stormwater system will be furnished to any property or person free of charge.

B. The record owner of any property where stormwater services are provided by the City shall be responsible for the payment of any and all stormwater service charges, any delinquent stormwater service charges, and any penalties applicable to his or her property.

C. It shall be and is hereby made the duty of the record owner of any property where stormwater services are provided by the City to ascertain from the City Administrative Services Department or its authorized agent for billing and collection the amount and due date of any stormwater service charges, any delinquent stormwater service charges, and any penalties applicable to his or her property and to pay such charges when due and payable.

D. Stormwater charges for commercial and industrial parcels will be billed to the record owner of the property on an individual basis separate from the water service bill.

E. The record owner of any property that receives stormwater services is obligated to inform the City Administrative Services Department or its authorized agent for billing and collection immediately of all circumstances and of any change(s) in any circumstance which will in any way affect the applicability of any stormwater service charges or the amount of any such charges that may be imposed on the record owner's property for stormwater services provided to the property. In particular, but not by way of limitation, the record owner of any property where stormwater services are provided shall immediately inform the City Administrative Services Department or its authorized agent for billing and collection of any sale or transfer of any such property.

## **SECTION XXII. SEVERABILITY**

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, that invalidity shall not affect other provisions or applications of the act which can be given without the invalid provision or application, and to this end the provisions of this act are severable.

## **SECTION XXIII. EFFECTIVE DATE**

This ordinance shall take effect and be in full force thirty (30) days after its passage.

ADOPTED: \_\_\_\_\_

EFFECTIVE: \_\_\_\_\_

\_\_\_\_\_  
MICHAEL D. TUBBS  
Mayor of the City of Stockton

ATTEST:

\_\_\_\_\_  
BRET HUNTER, CMC  
Interim City Clerk of the City of Stockton



# City of Stockton

## Legislation Text

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File #: 18-4287, Version: 1

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### ADOPT A RESOLUTION APPROVING A PARTNERSHIP WITH ADVANCE PEACE

#### RECOMMENDATION

Mayor Tubbs recommends that the City Council adopt a resolution to include in its 2018-22 public safety planning a commitment, support and partnership with Advance Peace with the intent to help build and sustain community capacity to interrupt gun violence in Stockton.

#### Summary

Addressing gun violence is a high priority for the City of Stockton. Through the Marshall Plan on Crime, the City has developed and implemented a number of evidence-based programs in support of this priority. While these efforts have been notable, the Mayor's Office has sought out additional programs designed to impact gun violence. Advance Peace is designed to help build and sustain community capacity to interrupt gun violence by providing transformational opportunities to young adults identified as most likely to be perpetrators and/or victims of gun violence. Advance Peace is prepared to bring their Peacemaker Fellowship to the City of Stockton to serve 50 Fellows over a four-year period.

#### DISCUSSION

##### Background

The Stockton community has experienced multi-generational challenges of poverty, low educational attainment, crime and gang gun violence. Historically, efforts to address crime and gun violence have proven successful at times, but cyclical patterns in gun violence persist. In 2011, the City Council adopted Public Safety as one of its highest priority goals. Since 2011, the City of Stockton has aggressively pursued strategies and evidence-based practices for reducing crime and establishing an institutionalized approach for addressing group gun violence.

The Marshall Plan on Crime, adopted in 2013, outlined a comprehensive series of evidence-based programs for stopping, interrupting and preventing violence. The Stockton Police Department, Office of Violence Prevention, and our community partners have been aggressively pursuing implementation of the Marshall Plan over the past five years, with notable accomplishments. The Marshall Plan strategy includes targeting programs and resources to the individuals at very highest risk of committing gun violence or being victimized by gun violence. The Marshall Plan recommended immediate implementation of Operation Ceasefire to work with very high-risk individuals. During the first year of Operation Ceasefire in 2013, homicides were reduced by more than 50%. During this same time frame, Peacekeepers, the City's gang intervention and street outreach workers, shifted their focus to providing intensive case management to very high-risk individuals. In recent years, as homicide rates have persisted, there has been downward progress related to homicide rates for



group gun violence, the target population for Operation Ceasefire. Institutionalization of Operation Ceasefire in the Police Department and the Office of Violence Prevention has been the priority for addressing group gun violence for the City. The Office of Violence Prevention provides intensive case management and supportive services to approximately 100 very high-risk individuals in the community. However, recent data analysis suggests that there are approximately 125-200 very high-risk individuals of gun violence in our community. There are additional evidence-based or promising practices for addressing gun violence, however, in recent years there has been limited resources and staff capacity to implement additional programs while the Marshall Plan has become fully operationalized.

In March 2017, Mayor Tubbs, community members, and representatives from the Office of Violence Prevention and the Stockton Police Department met with Advance Peace's leadership to discuss the model. In July 2017, Mayor Tubbs announced that his Office was exploring additional programs that would be consistent and supportive of the City's ongoing efforts, including Advance Peace. During the intervening months, Advance Peace has been researched and studied. In addition, meetings with community partners and public town hall meetings with leaders from Advance Peace have been held to explore and discuss the program. In addition, Mayor Tubbs has secured philanthropic commitments from the Silicon Valley Community Foundation, Heising-Simons Foundation, LIVE FREE, and PICO California to support the portion of funding necessary to bring Advance Peace to Stockton. The exploration and research related to Advance Peace have demonstrated that it is a high-quality program consistent with the principles of the Marshall Plan, has the potential to complement the efforts of the City of Stockton and its partners, and will bring new and additional resources to Stockton to address gun violence.

### Present Situation

In support of the City Council goal to increase public safety, the Mayor's Office has identified Advance Peace as a valuable program for assisting the community in building capacity to address gun violence.

Advance Peace works to interrupt gun violence in urban neighborhoods by providing transformational opportunities to young adults identified as most likely to be perpetrators and/or victims of gun violence. A priority of the Fellowship is to ensure greater connectivity to culturally competent human, social, and economic opportunities, to young adults who are traditionally isolated from those services. By working with and supporting a targeted group of individuals at the core of gun hostilities, Advance Peace bridges the gap between anti-violence programming and a hard-to-reach population at the center of violence in urban areas. Advance Peace provides opportunities to young adults by placing them in high-touch, personalized 18-month Fellowships grounded in evidence-based practices that include:

- Street Outreach;
- Mentoring;
- Intensive Case Management;
- Life Skills Training;
- Cognitive Behavioral Therapy;
- Subsidized Employment;

The Peacemaker Fellowships consist of seven intensive touch points that include:

1. LifeMAP Goals;
2. Multiple Daily Check-ins;
3. Social Services Navigation;
4. Transformative Travel;
5. Elders Circle/Intergenerational Mentoring;
6. Internship Opportunities;
7. LifeMAP Milestone Allowance; and

Advance Peace will be creating Peacemaker Fellowships in only a handful of cities throughout the state and the nation in the next year. The City of Stockton has the opportunity to form this valuable partnership that has been sought out by more than 28 cities. As part of this partnership, Advance Peace will make significant financial investment in implementing the Fellowship in Stockton over a four-year period. Mayor Tubbs has secured philanthropic commitments to fund a portion of the Fellowship. The proposed resolution would commit the City of Stockton to support Advance Peace in its efforts over a four-year period, including providing gun violence data, working with the Advance Peace evaluation team and partnering with Advance Peace in replicating the Peacemaker Fellowship in Stockton.

#### FINANCIAL SUMMARY

As noted above, Mayor Tubbs has secured philanthropic commitments from the Silicon Valley Community Foundation, Heising-Simons Foundation, LIVE FREE, and PICO California to support the portion of funding necessary to bring Advance Peace to Stockton. These funds will be allocated directly to the foundation supporting Advance Peace. There is no direct financial impact to the City as a result of this action.

Attachment A - Letters of Support

COMMITTEES  
 APPROPRIATIONS  
 BUSINESS AND PROFESSIONS  
 NATURAL RESOURCES  
 UTILITIES AND ENERGY

STATE CAPITOL  
 P.O. BOX 942849  
 SACRAMENTO, CA 94249-0013  
 (916) 319-2013  
 FAX (916) 319-2113

DISTRICT OFFICE  
 31 EAST CHANNEL STREET, SUITE 306  
 STOCKTON, CA 95202  
 (209) 948-7479  
 FAX (209) 465-5058

# Assembly California Legislature



**SUSAN TALAMANTES EGGMAN, Ph.D.**  
 CHAIR, ASSEMBLY COMMITTEE ON ACCOUNTABILITY AND ADMINISTRATIVE REVIEW  
 ASSEMBLYMEMBER, THIRTEENTH DISTRICT

January 2, 2018

Mayor Michael Tubbs  
 425 N El Dorado Street, 2<sup>nd</sup> Floor  
 Stockton, CA 95202

RE: Support for Implementation of the Peacemaker Fellowship Program

Dear Mayor Tubbs:

I am writing to express my support for the agreement to implement the Peacemaker Fellowship Program in the City of Stockton. As a former councilmember and social worker, I understand the challenge of improving public safety in our community and the need for innovative, holistic approaches.

The partnership with Advance Peace has been an effective model in Richmond, reducing firearm assaults causing injury or death by 71% over nine years. Despite mischaracterizations of the program, it has been successful because it connects at-risk individuals with crucial mentorship, access to resources, and incentives to participate in self-improvement, like furthering their education and engaging in therapy.

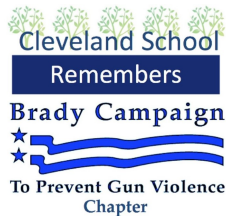
Our community and local law enforcement have shown a willingness to act as a proving ground for cutting edge public safety reforms like Community Policing, and this new program is another opportunity to enrich our city. While the potential to save lives is enough to try the Peacemaker Fellowship Program, it's also likely the program will save millions in taxpayer dollars that fund medical care and investigation costs from gun violence.

Thank you for taking the lead on implementing this promising program.

If I can be of any service, please contact my office at (916) 319-2013.

Sincerely,

SUSAN TALAMANTES EGGMAN  
 Assemblymember, 13<sup>th</sup> District



January 3, 2018

Dear Mayor Tubbs and City Council,

For five years, Cleveland School Remembers-Brady Campaign to Prevent Gun Violence Chapter has worked to change the culture of gun violence that impacts our community. We have worked to increase public awareness of gun violence. We have actively supported new laws to mitigate the impact of gun violence on our city, our state, and our nation.

What moves us most, though, is the number of gun deaths we see in our own city. We are moved by the personal story of each gun death statistic. We are moved when we hear that a child is an innocent victim of a drive-by shooting. We are moved when a woman is killed by her partner. We are moved when we read that yet another life is taken because of some perceived slight or to mark an initiation into a group. And we are heartbroken with each story.

This past year, the number of homicides in Stockton was 54. This is unacceptable, and we must work to reduce these numbers.

With that in mind, CSR-Brady Chapter is in full support of efforts to implement the “Advance Peace” program in Stockton. The program’s success in Richmond, California is evidenced by a 50% reduction in the incidence of violent gun crime over a 10-year period. Stockton needs to see a similar change here.

We believe “Advance Peace” offers an effective way to reduce gun violence in our community. Implementing the program will not cost us any tax dollars, and promises to be an effective addition to the other city programs working to reduce gun violence.

CSR-Brady is committed to working with Stockton and other community partners to reduce gun violence. Creative yet statistically sound programs like “Advance Peace” can inspire all of us to work together to make Stockton a safer community.

Sincerely,

Cleveland School Remembers-Brady Campaign to Prevent Gun Violence

Niki Smith	Sue Rothman
Adrienne Egeland	Sharon Jarvis
Vickie Perron	Barbara Sarkany
Patti Doll	Julie Schardt
Judy Weldon	

VIA EMAIL

October 12, 2017

Mayor Michael Tubbs  
425 N El Dorado Street, 2nd Floor  
Stockton, CA 95202

**Re: *Funding Agreement with Advance Peace to Implement the Peacemaker Fellowship Program***

Dear Vice Mayor Holman,

On behalf of the Law Center to Prevent Gun Violence, I am writing to express our strong support for efforts to implement the Advance Peace model Peacemaker Fellowship Program in the City of Stockton.<sup>i</sup> The Law Center was founded by lawyers after an assault weapon massacre in San Francisco in 1993 and provides legal and technical assistance in support of gun violence prevention to federal, state, and local legislators nationwide. We are currently led by former Congresswoman Gabrielle Giffords and her husband, Captain Mark Kelly.

In recent years, the Law Center has carefully studied city-level violence intervention strategies from around the country, culminating in the release of our comprehensive 2016 report, *Healing Communities in Crisis: Lifesaving Solutions to the Urban Gun Violence Epidemic*.<sup>ii</sup> Based on this extensive research, we concluded that the Advance Peace model—exemplified by the work of the City of Richmond’s Office of Neighborhood Safety (ONS) and its innovative Peacemaker Fellowship program—is one of the most effective existing strategies for addressing the protracted problems of urban gun violence and saving lives.

**Since launching the Advance Peace program in 2007, the City of Richmond has achieved an astounding 71% reduction in firearm assaults causing injury or death (as of 2016, the most recent year for which data is available).**<sup>iii</sup> The Advance Peace model is so effective because it is centered on working directly with those individuals who are at greatest risk of participating in violence. Importantly, Advance Peace is not a law enforcement program, which allows its Neighborhood Change Agents (NCAs) to gain the genuine trust of at-risk individuals who have often had multiple contacts with the criminal justice system. NCAs work to intervene in conflicts before they become deadly and to shepherd clients to much-needed social services.

With the Peacemaker Fellowship, potential fellows are identified based on their propensity for involvement in violent crime and then invited to join a voluntary, 18-month mentoring program. In this highly-structured program, fellows interact daily with Neighborhood Change Agents and create long-term plans for bettering their circumstances. Fellows are provided with opportunities to travel, guided to internship opportunities appropriate to their level of work experience, and connected with an Elder’s Council for additional support. Research shows that gun violence is a symptom of larger social ills: lack of economic and educational opportunities, social isolation, and repeated exposure to toxic trauma—often at a very early age. The Advance Peace model strategically directs resources to a small population that is in desperate need and the results speak for themselves.

Rates of gun violence have plunged in Richmond, which has seen **a remarkable 57% reduction in gun-related homicides and a 51% drop in gun-related assaults since launching the Peacemaker Fellowship program in 2010.**<sup>iv</sup> A process evaluation conducted by the National Council on Crime & Delinquency in 2015 also showed positive outcomes for the individual Peacemaker Fellows: the vast majority (94%) were alive; 83% had not sustained a gun-related injury or been hospitalized for one since becoming fellows; and most (77%) had not been arrested or charged for gun-related activity since becoming fellows.<sup>v</sup> For such a high-risk population, these are meaningful results that have helped drive Richmond's impressive and sustained reductions in gun violence.

The Advance Peace model is grounded in evidence-based principles of cognitive behavioral therapy (CBT). In a report released last year, researchers working for the US Agency for International Development surveyed all available evidence regarding the efficacy of 30 different violence intervention strategies. They found that, unlike many other approaches, "CBT programs have proven effective, cost and time-efficient, politically and culturally neutral, and adaptable to a wide range of settings, populations, and contexts."<sup>vi</sup> Of the 30 strategies examined, CBT was one of only two interventions that "exhibited moderate to strong effects on crime and violence and were supported by substantial evidence."<sup>vii</sup>

Moreover, Richmond and Stockton have essential similarities in their patterns of violence that should make the Advance Peace model fully exportable. First, the large majority of homicides in both cities are gun-related.<sup>viii</sup> Second, the victims and perpetrators of lethal gun violence in both cities are predominantly young men of color living in underserved neighborhoods. Third, violence in both cities is fueled by geographic rivalries between loosely-affiliated groups of young men and by a cycle of violent retaliation where one killing is avenged by another. Advance Peace was designed to operate in these exact conditions in Richmond, and we expect the model to achieve similar levels of success in Stockton.

Although city resources are always limited, the cost of implementing the Advance Peace model pales in comparison to the cost of ongoing violence in Stockton. From 2015 to 2016, Stockton experienced at least 66 gun homicides<sup>ix</sup> and over 1,600 aggravated assaults involving a firearm.<sup>x</sup> Given the high cost of medical care to treat gunshot injuries (\$49,164 per gun homicide) and to investigate gun crimes (\$439,217 per gun homicide), lethal gun violence in Stockton imposed at least \$32.2 million in costs in just two years—that's not including significant public costs from nonfatal shootings or other costs such as pain and suffering, lost wages, depressed property values, and reduced tourism and commerce.<sup>xi</sup> Advance Peace is an investment that will pay for itself if even just *two* lethal shootings are prevented. Needless to say, the cost savings generated by the Advance Peace program in Richmond have been substantial.

In sum, we believe that the Advance Peace model will help to significantly decrease rates of gun violence in Stockton—saving both lives and money—and we thank you for working to implement this initiative in your city.

Sincerely,

Mike McLively

Senior Staff Attorney  
Director, Urban Gun Violence Initiative  
Law Center to Prevent Gun Violence

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<sup>i</sup> Learn more at Advance Peace, <https://www.advancepeace.org>.

<sup>ii</sup> Law Center to Prevent Gun Violence and PICO National Network, *Healing Communities in Crisis: Lifesaving solutions to the Urban Gun Violence Epidemic* (Mar. 10, 2016), available at <http://smartgunlaws.org/wp-content/uploads/2016/04/Healing-Communities-in-Crisis-4.pdf>.

<sup>iii</sup> Office of Neighborhood Safety, 2016 Highlights, <http://www.ci.richmond.ca.us/DocumentCenter/View/41749>.

<sup>iv</sup> Data obtained from the City of Richmond's Office of Neighborhood Safety.

<sup>v</sup> National Council on Crime & Delinquency, Process Evaluation for the Office of Neighborhood Safety, July 2015, [http://www.nccglobal.org/sites/default/files/publication\\_pdf/ons-process-evaluation.pdf](http://www.nccglobal.org/sites/default/files/publication_pdf/ons-process-evaluation.pdf).

<sup>vi</sup> Thomas Abt and Christopher Winship, "What Works in Reducing Community Violence: A Meta-Review and Field Study for the Northern Triangle," Democracy International, Inc., February 2016, <https://www.usaid.gov/sites/default/files/USAID-2016-What-Works-in-Reducing-Community-Violence-Final-Report.pdf>.

<sup>vii</sup> *Id.* at 1.

<sup>viii</sup> The Gun Violence Archive identified at least 66 fatal gun homicides in Stockton from 2015-16, which accounts for two-thirds of the 98 total homicides reported by the Stockton Police Department over this period. See [www.gunviolencearchive.org](http://www.gunviolencearchive.org).

<sup>ix</sup> Based on fatal and non-fatal shooting incidents analyzed but the Gun Violence Archive, at [www.gunviolencearchive.org](http://www.gunviolencearchive.org).

<sup>x</sup> Based on aggravated assault with firearm data reported by the Stockton Police Department. See Cal. Dept. of Justice, Open Justice Data Portal, at <https://openjustice.doj.ca.gov/crime-statistics/crimes-clearances>.

<sup>xi</sup> Law Center to Prevent Gun Violence, The Economic Cost of Gun Violence in Minnesota: A Business Case for Action, [http://smartgunlaws.org/wp-content/uploads/2016/12/The-Economic-Cost-of-Gun-Violence\\_FINAL.pdf](http://smartgunlaws.org/wp-content/uploads/2016/12/The-Economic-Cost-of-Gun-Violence_FINAL.pdf).





STOCKTON HEAT HOCKEY CLUB | AMERICAN HOCKEY LEAGUE

248 W. Fremont St. | Stockton, CA | 95203 | t: 209.373.1500 | stocktonheat.com

1.3.2018

Office of Mayor and Council  
425 N. El Dorado Street, Second Floor, Stockton California

Dear Mayor & Council:

As a local resident and CEO of the Stockton Heat, I want to share with you my support for Advance Peace. After spending my career working in many cities such as Colorado Springs, Colorado, Portland, Maine and most recently, Glens Falls, New York, I can say without hesitation that Stockton is a unique and special place.

I started working for the Heat in March of 2017. Getting to know the people in this community has been a great experience. Far too often a negative narrative of Stockton makes the news of the day. I am proud that we have a Mayor and council that is working to find solutions to change that narrative.

Together, the Stockton Heat, Stockton Unified School district and the Mayor's office created a reading program for five area schools struggling to improve their reading scores and we look forward to meaningful outcomes from that collaboration that will make our community a better place to live and work, raise families and future leaders.

Part of changing the narrative is reducing violent crime. I am supportive of Advance Peace and believe this is a step in the right direction. Reducing violence and making Stockton a place where more people come to visit is not only the right thing to do, but is also good for businesses like the Stockton Heat. We are interested in promoting all of the positive aspects of Stockton. Reducing crime makes that job easier for everyone.

What is also exciting about this program is that all funds to support Advance Peace come from private donations.

The Stockton Heat will continue to support our local community and do our part to make Stockton a better place. We hope that the city council will also continue to improve our city by supporting Advance Peace.

Sincerely,

Brian Petrovek

CEO Stockton Heat



Resolution No.

## STOCKTON CITY COUNCIL

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### **RESOLUTION APPROVING A PARTNERSHIP WITH ADVANCE PEACE WITH AN INTENT TO HELP BUILD AND SUSTAIN LOCAL COMMUNITY CAPACITY TO INTERRUPT GUN VIOLENCE IN STOCKTON**

WHEREAS, the City is committed to ensuring that youth and young adults most impacted by gun violence lead productive, safe, healthy, and law-abiding lives free from gun violence; and

WHEREAS, evidence-based and promising practices related to gun violence intervention and interruption are needed to help build individual, family, and community strength and resiliency in neighborhoods most impacted by gun violence; and

WHEREAS, Advance Peace introduced by Mayor Michael Tubbs on January 9, 2018, interrupts cyclical and retaliatory gun violence in urban neighborhoods by providing transformational opportunities to those at the center of firearm hostilities and placing them in a high-touch, personalized 18-month Fellowship grounded in evidence-based practices that include:

- Street Outreach;
- Mentoring;
- Intensive Case Management;
- Life Skills Training;
- Cognitive Behavioral Therapy;
- Subsidized Employment;

and consisting of seven intensive touch points that include:

1. LifeMAP Goals;
2. Multiple Daily Check-ins;
3. Social Services Navigation;
4. Transformative Travel;
5. Elders Circle/Intergenerational Mentoring;
6. Internship Opportunities;
7. LifeMAP Milestone Allowance; and

WHEREAS, Advance Peace has been nationally and internationally recognized for delivering and sustaining positive outcomes with its Fellowship participants, contributing to a 60%-71% reduction in gun violence in Richmond California; and

WHEREAS, the City commits to supporting Advance Peace in its efforts to replicate, operationalize and proof of concept the Operation Peacemaker Fellowship in Stockton; and

WHEREAS, Advance Peace will identify or serve as the home community based organization with the intent to help build and sustain local community capacity to interrupt gun violence in Stockton and effectively bridge the gap between conventional anti-violence programs and those most affected by gun violence; and

WHEREAS, The City and Advance Peace agree to establish and complete two 18-month Fellowship cohorts consisting of 25 Fellows each (or 50 Fellows) over a four-year period in Stockton; and

WHEREAS, Advance Peace and the City will work together to identify and secure requisite resources to support the establishment and completion of two 18-month Advance Peace Fellowship cohorts over a four-year period; and

WHEREAS, the City of Stockton California agrees to provide local gun violence related data and work with the Advance Peace evaluation team consisting of the Institute of Urban and Regional Development at UC Berkeley (IURD) and the National Council on Crime and Delinquency (NCCD) to ensure completion of a quality and timely evaluation of the strategy as implemented in the City of Stockton; and

WHEREAS, Advance Peace will aim to reduce cyclical and retaliatory firearm assaults causing injury or death by 50% over a four-year period; and

WHEREAS, the City supports the proposed resolution because it will provide additional resources in support the City's commitment and current efforts to reduce firearm assaults causing injury and death; now, therefore,

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The City of Stockton hereby includes in its 2018-22 public safety planning, a commitment, support and partnership with Advance Peace which will help save lives and reduce the life altering trauma experienced both by people living in the impacted communities and by the service providers who support them (including law enforcement).

PASSED, APPROVED, and ADOPTED January 9, 2018.

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MICHAEL D. TUBBS, Mayor  
of the City of Stockton

ATTEST:

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BRET HUNTER, CMC  
Interim City Clerk of the City of Stockton