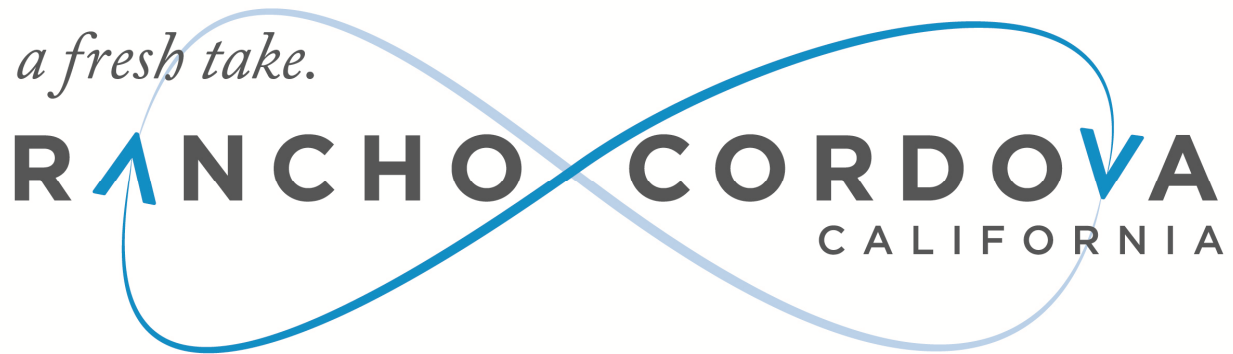


CITY OF RANCHO CORDOVA



CONCURRENT MEETING CITY COUNCIL/SUCCESSOR AGENCY TO THE CRA/RCFC

Monday, February 01, 2016

4:00 PM – Special Meeting

5:30 PM – Regular Meeting

AGENDA

David Sander, Mayor

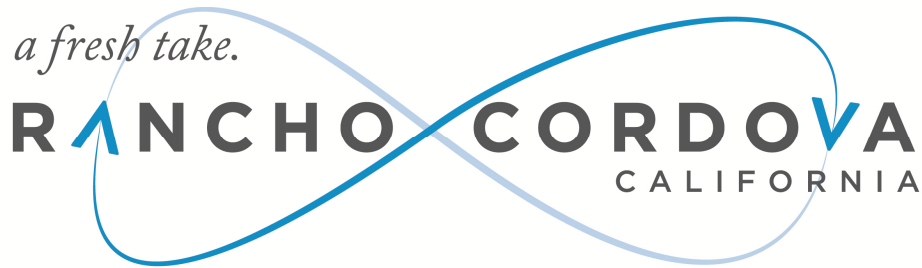
Donald Terry, Vice Mayor

Linda Budge, Council Member

Robert J. McGarvey, Council Member

Dan Skoglund, Council Member

CITY OF RANCHO CORDOVA



CONCURRENT MEETING CITY COUNCIL/SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY (CRA)/RANCHO CORDOVA FINANCING CORPORATION (RCFC)

City Hall
2729 Prospect Park Drive, Rancho Cordova

Monday, February 01, 2016

4:00 PM – Special Meeting
American River Community Room North

5:30 PM – Regular Meeting
David B. Roberts Council Chambers

AGENDA

1. STUDY SESSION - CALL TO ORDER/ROLL CALL

2. PUBLIC COMMENT

3. SPECIAL MEETING ITEM

- 3.1 **Subject:** Study Session regarding the Community Enhancement Fund (Measure H), including discussion and direction on: criteria for future project funding; proposed timeline for the 2016-2017 fiscal year community grant applications; funding category amounts for City projects and community grants; and current projects needing further Council input, including the 4 Rivers Neighborhood Pathway Lighting Project, Neighborhood Fence Replacement Project, the Sunrise Boulevard Gateway Sign, the Boys & Girls Clubs of Greater Sacramento Program, Sunriver Neighborhood Association – Physical Fitness Par Course, and the Frisbee Golf Course Project.
Recommendation: Staff recommends the City Council give staff direction on the Community Enhancement Fund topics listed above.
Result of Recommended Action: Staff will carry out Council's direction, engage with the public, and return with updates at upcoming meetings.
Staff Report: Stacy Delaney, Community Enhancement Analyst
Advances Goals: 1, 2, 3, 5, 6.

4. ADJOURNMENT OF STUDY SESSION

5. REGULAR MEETING - CALL TO ORDER / ROLL CALL

6. METRO CABLE TV TELEVISION ANNOUNCEMENT

7. PLEDGE OF ALLEGIANCE

8. INVOCATION

A Representative from Sacramento Law Enforcement Chaplaincy will give the invocation.

9. PRESENTATIONS

- 9.1 Community Enhancement Fund Grant Check Presentations.
- 9.2 Introduction of Brian Robinson, Dean of Rancho Cordova Center by Dr. Rachel Rosenthal, Folsom Lake College President
- 9.3 Introduce new City employee Allen Quynn, Associate Civil Engineer by Albert Stricker, Interim Public Works Director.

10. PUBLIC COMMENT

11. COUNCIL REPORTS

12. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

- 12.1 **Subject:** Meeting Minutes of January 19, 2016 Regular City Council Meeting and January 26, 2016 Special City Council Meeting.
Recommendation: Adopt Minutes.
- 12.2 **Subject:** Ordinance No. 1-2016, Amending the Rancho Cordova Municipal Code to Enact Zoning Regulations for the Establishment of New Indoor, Private Smoking/Vape Lounges and Hookah Bars Within Commercial and Industrial Zones Only and Requiring Such Uses to Obtain a Conditional Use Permit, Install Adequate Ventilation, and be Located at Least 1,000 Feet From Residential Uses, K-12 Schools, Daycares, Libraries, Churches, Public Parks, Liquor Stores, Sexually Oriented Businesses, Bars, Nightclubs, Community Centers, and Recreation Facilities Catering to Minors; or in the Alternative, Prohibit the Use Entirely.
Recommendation: Staff recommends the City Council waive second reading and adopt Ordinance 1-2016, amending the zoning code to enact regulations for smoking/vape lounges and hookah bars within the City to limit the negative impacts associated with this land use and protect the public health, safety, and welfare of residents and businesses within the City.
Result of Recommended Action: Adoption of this ordinance will amend the Zoning Code chapter on "Special Regulated Uses" to include smoking lounges and hookah bars, limit their location to industrial and commercial zones, and establish regulations to limit the negative impacts this use may have on other land uses, businesses, and the public health and welfare.
Staff Report: Adam U. Lindgren, City Attorney.

Advances Goals: 1, 2, 6.

- 12.3 **Subject:** Resolution Authorizing The City Manager To Execute A Contract With Stephen Twist Consulting Services To Provide Building Plan Reviews, Inspections, CASP (Certified Accessibility Specialist) Reviews, And Americans With Disabilities Act (ADA) Review Services For The Building & Safety Division.
Recommendation: Adopt Resolution No. 10-2016.
Result of Recommended Action: Adoption of Resolution No. 10-2016 will authorize the City Manager to execute Contract No. 5-2016 with Stephen Twist Consulting Services. The contract amount will be for \$171,600.
Staff Report: Joseph Cuffe, Interim Building Official.
Advances Goals: 5.

13. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

NONE.

14. PUBLIC HEARING ITEMS

NONE.

15. REGULAR CALENDAR ITEMS

- 15.1 **Subject:** Startup in a Day Pledge.
Recommendation: Consider the Startup in a Day Pledge and Authorize the Mayor or Designated City Official to Sign the Startup in a Day Pledge.
Result of Recommended Action: City Staff will work together to explore tools to meet the Startup in a Day Pledge.
Staff Report: Amanda Norton, Economic Development.
Advances Goals: 1, 6.
- 15.2 **Subject:** Economic Development Business Incentive Program.
Recommendation: Adopt Resolution No. 7-2016.
Result of Recommended Action: Adoption of this resolution will authorize the City Manager to approve incentives which comply with the Rancho Cordova Economic Development Business Incentive Program.
Staff Report: Amanda Norton, Economic Development Manager.
Advances Goals: 6.
- 15.3 **Subject:** Update on Rancho Cordova's Branding Campaign.
Recommendation: Provide direction to staff on the proposed change in strategy for the City's branding effort.
Result of Recommended Action: Staff will proceed with implementing the City's brand strategy in contract with Crocker & Crocker.
Staff Report: Ashley Downton, Communications Specialist.
Advances Goals: 1, 6.

16. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

17. CITY MANAGER'S REPORT

18. ADJOURNMENT

ADDITIONAL INFORMATION

UNLESS THE COUNCIL ADOPTS A MOTION TO EXTEND THE MEETING, ANY ITEM THAT IS NOT INITIATED BEFORE 11:00 PM WILL BE CONTINUED TO THE NEXT DAY AT 5:30 PM OR SCHEDULED ON THE NEXT REGULAR MEETING AGENDA OF THE COUNCIL.

Public documents related to items on the open session portion of this agenda, which are distributed to the City Council less than 72 hours prior to the meeting, shall be available for public inspection at the time the documents are distributed to the Council. Documents are available for inspection at the City Clerk's office located in Rancho Cordova City Hall.

The agenda items are accessible on the City's website at www.cityofranchocordova.org on Thursdays or Fridays prior to the Regular City Council Meeting.

CITYWIDE GOALS - (Adopted March 27, 2012)	
1.	Promote the Positive Image of Rancho Cordova
2.	Ensure a Safe, Inviting and Livable Community
3.	Empower Responsible Citizenship
4.	Establish Logical City Boundaries that Provide Regional Leadership and Address Financial Challenges
5.	Ensure the Availability of the Best Public Services in the Region while Practicing Sound Fiscal Management
6.	Drive Diverse Economic Opportunities

UPCOMING MEETINGS	
Tuesday, February 23, 2016	City Council Special Meeting/Work Session (5:30 PM)
Monday, March 7, 2016	Regular Meeting — CANCELLED
Monday, March 21, 2016	Regular Meeting (5:30 PM)
Tuesday, March 29, 2016	City Council Special Meeting/Work Session (5:30 PM)
Monday, April 4, 2016	City Council Special Meeting/Study Session (4:00 PM) and Regular Meeting (5:30 PM)
Monday, April 18, 2016	Regular Meeting (5:30 PM)
Wednesday, April 20, 2016	City Council Special Meeting/Work Session (11:00 AM)
Tuesday, April 26, 2016	City Council Special Meeting/Work Session (5:30 PM)
Monday, May 2, 2016	City Council Special Meeting/Study Session (4:00 PM) and Regular Meeting (5:30 PM)
Monday, May 16, 2016	Regular Meeting (5:30 PM)
Tuesday, May 26, 2016	City Council Special Meeting/Work Session (5:30 PM)

If you have any technical questions related to the agenda items, please contact the appropriate department as follows:

DEPARTMENTAL GENERAL TELEPHONE NUMBERS	
Building and Safety Division	(916) 851-8760
City Attorney's Office	(916) 556-1531
City Clerk's Department	(916) 851-8720
City Manager's Office	(916) 851-8800
Communications Department	(916) 851-8791
Economic Development Department	(916) 851-8780
Finance Department	(916) 851-8730
Housing Division	(916) 851-8784
Human Resources Department	(916) 851-8740
IT Department	(916) 851-8700
Neighborhood Services – Animal Services	(916) 851-8770
Parks & Recreation (Cordova Recreation & Park District)	(916) 362-1841
Planning Department	(916) 851-8750
Public Works Department	(916) 851-8710
Rancho Cordova Police Department	(916) 875-9600
Redevelopment Department	(916) 851-8780
Sac Metro Fire District	(916) 859-4300

The Rancho Cordova City Council/Successor Agency to the CRA/RCFC will be videotaped in its entirety and will be cablecast without interruption on Metro Cable 14, the Government Affairs Channel on the Comcast and SureWest Cable Systems. Closed Captioning will be available on the playback cablecast. Tune to Metro Cable Channel 14, for playback times. A VHS copy is available for check out from any library branch, a DVD copy is available from the City Clerk's Department, and a webcast of this meeting will be available for viewing via video streaming from the City's website within 48 hours of adjournment of this meeting. The City does not control scheduling of this telecast and persons interested in watching the televised meeting should confirm this schedule with Metro Cable TV, Channel 14.

In compliance with the Americans with Disabilities Act, if you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the City Clerk's Office at (916) 851-8720 at least 48 hours prior to the meeting.

CERTIFICATION OF POSTING OF AGENDA

I, Mindy Cuppy, MMC, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the Monday, February 01, 2016 Special and Regular Meeting of the Rancho Cordova City Council/Successor Agency to the CRA/RCFC was posted and available for review on Friday, January 29, 2016 at City Hall of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California, 95670. The agenda is also available on the city website at www.cityofranhocordova.org.

Signed Friday, January 29, 2016 at Rancho Cordova, California.


Mindy Cuppy, MMC, City Clerk

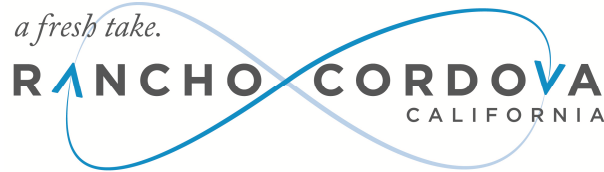












**CONCURRENT MEETING
CITY COUNCIL/SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT
AGENCY (CRA)/RANCHO CORDOVA FINANCING CORPORATION (RCFC)**

**City Hall
2729 Prospect Park Drive, Rancho Cordova**

Tuesday, January 19, 2016

**5:30 PM – Regular Meeting
David B. Roberts Council Chambers**

DRAFT MINUTES

1. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Vice Mayor Terry called the regular meeting to order in the David B. Roberts Council Chambers at 5:32 PM.

Council Members Present: McGarvey, Sander, Terry, Budge, Skoglund

Council Members Absent: None

Staff Members Present: Lindgren, Cuppy, Abhar, Busch, Goold, Haven, Diaz, Downton, Stricker, Sparkman, Mingay, Thomas, Harriman, Hadley, Humphrey, Brown, Boyer, Mann, Somavarapu, Cowels, Behrends, Peek

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedules.

3. PLEDGE OF ALLEGIANCE

Jack and Keaton Terry led the pledge.

4. INVOCATION

Chaplain Scott Headley from Sacramento Law Enforcement Chaplaincy gave the invocation.

5. SPECIAL CEREMONY

- 5.1 Vice Mayor Terry was sworn in by his wife, Angela Terry.

6. PRESENTATIONS

- 6.1 10 Year Service Awards Presented by Lisa Brown, Interim Human Resources Manager and Cyrus Abhar, City Manager.
- 6.2 Introduction of New City Employee Rupa Somavarapu, Senior Civil Engineer by Albert Stricker, Interim Public Works Director.
- 6.3 Introduction of New City Consultant Gordon Mann, City Arborist, by Steve Harriman, Operations and Maintenance Division Manager.

7. PUBLIC COMMENT

Vice Mayor Terry opened the public comment period. There were no speakers. Vice Mayor Terry closed the public comment period.

8. COUNCIL REPORTS

Council reported on events since the last meeting.

9. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

ACTION: Motion to approve items 9.1 through 9.7 by Budge second by Skoglund;
Carried by a 5:0 roll call vote.

- 9.1 **Subject:** Meeting Minutes of December 7, 2015 Regular Meeting, Meeting Minutes of December 7, 2015 Special Meeting, Meeting Minutes of December 14, 2015 Special Meeting, and Meeting Minutes of January 5-6, 2016 Special Meeting.
Recommendation: Adopt Minutes.
- 9.2 **Subject:** Ordinance No. 15-2015, Amending Land Use Tables and Other Provisions of Title 23 of the Rancho Cordova Municipal Code to Require a Distance of at Least 250 Feet Between any Establishment that Serves Alcohol for On-site Consumption and an Adult Business at Which Live Nude Dancing is Performed.
Recommendation: Waive second reading and adopt Ordinance 15-2015.
Result of Recommended Action: Land Use Tables and other provisions of Title 23 of the Rancho Cordova Municipal Code will be amended to require a distance of at least 250 feet between any establishment that serves alcohol for on-site consumption and an adult business at which live nude dancing is performed.
Staff Report: Adam U. Lindgren, City Attorney and Aaron Busch, Community Development Director.
Advances Goals: 1, 2.

- 9.3 **Subject:** Approval of Parcel Map of Subdivision No. FM-2015-002-01, Mather Office Campus.
Recommendation: Approve Parcel Map.
Result of Recommended Action: Record parcel map creating two parcels from one existing parcel.
Staff Report: Albert Stricker, Interim Public Works Director.
Advances Goals: 1, 2.
- 9.4 **Subject:** Resolution Authorizing the City Manager to Execute an Amended Operating Protocols Agreement with the Sacramento Transportation Authority.
Recommendation: Adopt Resolution No. 1-2016
Result of Recommended Action: Adoption of this resolution with authorizes the City Manager to execute an Amended Operating Protocols Agreement for the Sacramento Transportation Mitigation Fee Program.
Staff Report: Elizabeth Sparkman, Engineering Manager.
Advances Goal: 5.
- 9.5 **Subject:** Resolution Awarding Construction Contract No. 1-2016 in the Amount of \$3,428,115.80 to Martin Brothers Construction for the 2016 Street Rehabilitation Project.
Recommendation: Adopt Resolution No. 2-2016.
Result of Recommended Action: Adoption of this resolution will award construction contract 1-2016 with Martin Brothers Construction for the 2016 Street Rehabilitation Project in the amount of \$3,428,115.80.
Staff Report: Albert Stricker, Interim Public Works Director and Chris Boyer, Associate Civil Engineer.
Advances Goals: 1, 2, 5.
- 9.6 **Subject:** Resolution Approving an Employment Agreement Between the City of Rancho Cordova and City Manager Cyrus Abhar Setting the Terms of Employment, Salary and Benefits.
Recommendation: Approve Resolution 3-2016 authorizing the Mayor to execute the employment agreement with City Manager Cyrus Abhar.
Result of Recommended Action: Adoption of this resolution by the City Council will allow Cyrus Abhar to serve as City Manager under the terms and conditions set forth in the employment agreement.
Staff Report: Adam U. Lindgren, City Attorney.
Advances Goals: 1, 2, 3, 4, 5, 6.
- 9.7 **Subject:** Resolution of the Successor Agency to the Community Redevelopment Agency of the City of Rancho Cordova Approving the Recognized Obligation Payment Schedule (ROPS) 16-17 and Administrative Budget for the period covering July 1, 2016, through June 30, 2017.
Recommendation: Adopt Resolution No. SA-01-2016.
Result of Recommended Action: Adoption of this resolution will allow the Rancho Cordova Successor Agency to make payments on obligations listed on the Recognized Obligation Payment Schedule (ROPS) and establishes the administrative budget for the next fiscal year; to the extent funds are available.
Staff Report: Michelle Mingay, Finance Department.
Advances Goal: 5.
COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE CRA

10. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

Vice Mayor Terry opened the public hearing. There were no speakers. Vice Mayor Terry closed the public hearing.

ACTION: Motion to approve items 10.1 and 10.2 by Skoglund second by Budge;
Carried by a 5:0 roll call vote.

10.1 **Subject:** Resolution Approving the Abandonment of a Public Utility Easement and a Drainage Easement Located on the Los Rios Community College Campus and Parking Lot Located at 10235 Folsom Boulevard.

Recommendation: Adopt Resolution No. 4-2016.

Result of Recommended Action: Adoption of this resolution will eliminate and abandon the public utility easement and the drainage easement.

Staff Report: Albert Stricker, Interim Public Works Director.

Advances Goal: 2.

10.2 **Subject:** White Rock Road Widening Project - Adoption of the Mitigated Negative Declaration and Approval of the Improvements to White Rock Road.

Recommendation: Staff recommends that the City Council take the following actions:

- Adopt Resolution 5-2016 Adopting the White Rock Road Widening Project Mitigated Negative Declaration consisting of:
 - Making findings that the project will not have a significant effect on the environment, and
 - Adopting the Mitigation Monitoring and Reporting Program.
- Adopt Resolution 8-2016 Approving the White Rock Road Widening Project.

Result of Recommended Action: Approval of the project would allow for the improvement and widening of White Rock Road from Sunrise Boulevard to Grant Line Road. This project reflects planned transportation improvements in the City's General Plan and will also provide transportation capacity that will serve growth in both the City and eastern Sacramento County.

Staff Report: Mark Thomas, Senior Engineer.

Advances Goals: 2, 5, 6.

11. PUBLIC HEARING ITEMS

11.1 Bridgeway Square Apartment Project at the Southwest Corner of Bridgeway Drive and Data/Disk Drive, Including:

- Resolution No. 146-2015 Approving an Addendum to the Capital Village Mitigated Negative Declaration, Pursuant to Requirements of the California Environmental Quality Act;
- Ordinance No. 16-2015 Adopting Amendments to Section 3.6, Regarding the Loft District, of the Capital Village Special Planning Area Handbook to Allow for High Density Residential as an Allowed Use;
- Ordinance No. 17-2015 Adopting a Second Amendment to the Development Agreement for the Capital Village Special Planning Area; and
- Resolution No. 147-2015 Approving Major Design Review and Conditions of Approval for the 199-unit, 4- to 5-Story Market Rate Apartment Complex With a 7,080-Square Foot Clubhouse and Outdoor Pool, Including a Parking Adjustment, on 5.12 acres within the Capital Village Special Planning Area.

Recommendation: Approve Resolution No. 146-2015, introduce and read by title only Ordinance No. 16-2015, introduce and read by title only Ordinance No. 17-2015, approve Resolution No. 147-2015.

Result of Recommended Action: Approval of the project would allow the applicant to submit applications for building permits and improvement plans to construct a new 199-unit, 4-5 story market rate housing complex with a clubhouse, outdoor pool area, parking, and landscaping on an undeveloped piece of land at the southeast corner of Bridgeway Drive and Data/Disk Drive. The parking adjustment would allow for a reduction to the required amount of parking for the apartment complex.

Staff Report: Matthew Diaz, Associate Planner.

Advances Goals: 1, 2, 5, 6.

Vice Mayor Terry opened the public hearing. The following individuals addressed the Council:

- Patrick Stelmach
- Stacy Graham
- Jim Boyd
- Teresa Stanley
- Dawn Rogers
- Matt Cummings
- Shannon Streets-Casias
- Erik Ringelberg
- Bill Ayres
- Nathan Weaver

Vice Mayor Terry closed the public hearing.

ACTION: Motion to continue item 11.1 to a date uncertain by McGarvey second by Terry; Carried by a 3:1 roll call vote. (Skoglund dissenting, Budge recused).

AT THIS POINT: At 8:08 PM Council took a recess. The full Council resumed at 8:28 PM

11.2 **Subject:** Zinfandel Village Design Review Amendment and Exception; Project No. DD9623 – Located at 2817, 2821, and 2863 Zinfandel Drive.

Recommendation: Adopt Resolution No. 6-2016.

Result of Recommended Action: Adoption of Resolution 6-2016 would allow for several changes at the Zinfandel Village shopping center. A portion of the north end of the main shopping center would be demolished to enhance the vehicular connection from Zinfandel Drive to the Target shopping center. The project also involves a façade improvement consisting of new windows, siding, color scheme, and modified roofline for the main façade facing Zinfandel Drive. The parking area will also be slightly reconfigured with new landscaping, new pedestrian pathway, and streetscape improvements. This is an amendment to the previous plan (DD8440) approved by the City Council on January 20, 2015.

Staff Report: Matthew Diaz, Associate Planner.

Advances Goals: 1, 2, 5, 6.

Vice Mayor Terry opened the public hearing. There were no speakers. Vice Mayor Terry closed the public hearing.

ACTION: Motion to approve item 11.2, with revised conditions of approval by Budge second by McGarvey;
Carried by a 5:0 roll call vote.

11.3 **Subject:** Ordinance No. 1-2016, Amending the Rancho Cordova Municipal Code to Enact Zoning Regulations for the Establishment of New Indoor, Private Smoking/Vape Lounges and Hookah Bars Within Commercial and Industrial Zones Only and Requiring Such Uses to Obtain a Conditional Use Permit, Install Adequate Ventilation, and be Located at Least 1,000 Feet From Residential Uses, K-12 Schools, Daycares, Libraries, Churches, Public Parks, Liquor Stores, Sexually Oriented Businesses, Bars, Nightclubs, Community Centers, and Recreation Facilities Catering to Minors; or in the Alternative, Prohibit the Use Entirely.

Recommendation: Staff recommends the City Council introduce and read by title only Ordinance 1-2016, amending the zoning code to enact regulations for smoking/vape lounges and hookah bars within the City to limit the negative impacts associated with this land use and protect the public health, safety, and welfare of residents and businesses within the City.

Result of Recommended Action: Introduction of this ordinance will result in it coming to City Council for a final reading and adoption at the next regular meeting. If adopted, the ordinance would amend the Zoning Code chapter on “Special Regulated Uses” to include smoking lounges and hookah bars, limit their location to industrial and commercial zones, and establish regulations to limit the negative impacts this use may have on other land uses, businesses, and the public health and welfare.

Staff Report: Adam U. Lindgren, City Attorney.

Advances Goals: 1, 2, 6.

Vice Mayor Terry opened the public hearing. There were no speakers. Vice Mayor Terry closed the public hearing.

ACTION: Motion to approve item 11.3 by Sander second by Budge;
Carried by a 5:0 roll call vote.

12. REGULAR CALENDAR ITEMS

NONE.

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

Council had no requests for future agenda items.

14. CITY MANAGER’S REPORT

City Manager Cyrus Abhar gave his report.

15. ADJOURNMENT

Vice Mayor Terry adjourned the meeting at 9:25 PM.

Mindy Cuppy, MMC, City Clerk



**CONCURRENT MEETING
CITY COUNCIL/SUCCESSOR AGENCY COMMUNITY REDEVELOPMENT AGENCY
(CRA)/RANCHO CORDOVA FINANCING CORPORATION (RCFC)**

City Hall
2729 Prospect Park Drive, Rancho Cordova

Tuesday, January 26, 2016

5:30 PM – Special Meeting
American River Community Room North

DRAFT MINUTES

1. WORK SESSION - CALL TO ORDER/ROLL CALL

Vice Mayor Terry called the special meeting to order in the American River Community Room North at 5:30 PM.

Council Members Present: McGarvey, Terry, Budge

Council Members Absent: Sander, Skoglund

Staff Members Present: Lindgren, Cuppy, Abhar, Busch, Goold, Haven, Simpson, Downton, Flory, Sotelo, Harriman, Heisler, Ibrahim, Behrends, Ulm, Stricker

2. PUBLIC COMMENT

At a Work Session attendees are encouraged to ask questions and make comments throughout the meeting.

3. SPECIAL MEETING ITEM

3.1 Subject: Homelessness Workshop.

Recommendation: Examine and discuss information presented by staff on homelessness in the City of Rancho Cordova.

Result of Recommended Action: The Homelessness Workshop will provide Council with information about homelessness in the City of Rancho Cordova, inform Council on current policing activities, limits and prospects, apprise Council on County of Sacramento efforts regarding homelessness particularly relating to programs funded via the County's Continuum of Care funds, and request Council discussion on next steps regarding homelessness in the City of Rancho Cordova.

Staff Report: Curt Haven, Director of Economic Development and Neighborhood Services and Stefan Heisler, Reinvestment and Housing Opportunities Analyst.

Advances Goals: 1, 2, 3.

ACTION: Discussion item only; no action taken.

4. ADJOURNMENT

Vice Mayor Terry adjourned the meeting at 7:48 PM.

Mindy Cuppy, MMC, City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. 1-2016

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AMENDING THE RANCHO CORDOVA MUNICIPAL CODE BY ADDING SECTION
23.919.100 REGULATING HOOKAH BARS, PRIVATE SMOKERS' LOUNGES,
E-CIGARETTE LOUNGES, AND VAPOR BARS/LOUNGES**

THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DOES ORDAIN AS FOLLOWS:

Section 1. Purpose and Declarations.

A. At its March 17, 2014 regular meeting, pursuant to California Government Code section 65858, the City Council of the City of Rancho Cordova ("City Council") adopted Urgency Ordinance No. 8-2014 imposing a forty-five (45)-day moratorium on the establishment and operation of private smokers' lounges, e-cigarette lounges, vapor bars, and hookah bars; and

B. At its April 21, 2014 regular meeting, pursuant to California Government Code section 65858, the City Council adopted Urgency Ordinance No. 11-2014 extending the moratorium by ten (10) months and fifteen (15) days on the establishment and operation of private smokers' lounges, e-cigarette lounges, vapor bars, and hookah bars; and

C. At its March 2, 2015 regular meeting, pursuant to Government Code section 65858, the City Council adopted Urgency Ordinance No. 4-2015, extending the moratorium on the establishment and operation of private smokers' lounges, e-cigarette lounges, vapor bars, and hookah bars for an additional one (1) year beginning on March 2, 2015.

D. This Ordinance incorporates by reference all the findings provided in Urgency Ordinance No. 8-2014, Urgency Ordinance No. 11-2014, Urgency Ordinance 4-2015 and the accompanying staff reports, as well as the staff report accompanying this Ordinance No. 1-2016, including the following:

1. The Planning Department of the City of Rancho Cordova has received and anticipates receiving more inquiries regarding the establishment of private smokers' lounges, e-cigarette lounges, vapor bars and/or hookah bars.

2. The Rancho Cordova Municipal Code is silent with regard to the regulation and location of private smokers' lounges, e-cigarette lounges, vapor bars and hookah bars, except that in general, uses not specified as permitted are not allowed.

3. Chapter 6.84 of the Rancho Cordova Municipal Code prohibits smoking in enclosed places of employment, all enclosed areas accessible to the general public, and numerous unenclosed public areas including outdoor patios of restaurants, bars and places where food or drink is served. Smoke from electronic cigarettes, electronic hookah pipes, and water pipes is covered by such prohibitions, but the regulations do not provide clear operational and developmental standards for businesses that come under state smoking law exemptions.

4. In order to address community concerns regarding the establishment of private smokers' lounges, e-cigarette lounges, vapor bars and hookah bars, the City studied the potential impact such facilities may have on the public health, safety and welfare.

5. Private smokers' lounges, e-cigarette lounges, vapor bars and hookah bars are typically adults-only uses in a commercial setting and may not be appropriate near uses where minors are present.

6. The U.S. Food and Drug Administration conducted laboratory analysis of electronic cigarette samples and found them to contain carcinogens and toxic chemicals to which users and bystanders could potentially be exposed, suggesting that the same health and public nuisance concerns present with conventional cigarettes exist with electronic cigarettes.

7. The U.S. Centers for Disease Control and Prevention reports that smoking a hookah has many of the same health risks as cigarette smoking; that hookah use by youth is increasing; that the charcoal used to heat hookah tobacco can have negative health risks because it produces high levels of carbon monoxide, metals, and carcinogens; that hookah smokers may absorb more of the toxic substances also found in cigarette smoke than cigarette smokers do; that secondhand smoke from hookahs can be a health risk for non-smokers; and that new forms of electronic hookah smoking are now on the market and very little information is available on the health risks of electronic tobacco products.

E. Pursuant to Article XI, Section 7 of the California Constitution, the City of Rancho Cordova may make and enforce, within its limits, all local police, sanitary, and other ordinances and regulations not in conflict with general laws; and

F. Pursuant to Section 15001 of the California Environmental Quality Act (CEQA) Guidelines, this Urgency Ordinance is exempt from CEQA based on the following: This Ordinance is exempt from CEQA requirements per section 15061(b)(3) of the CEQA Guidelines in that it is not a project and as a series of text amendments and additions that regulate an indoor land use in existing buildings does not have the potential to cause a significant effect on the environment.

Section 2. Amendment of Municipal Code. Section 23.919.100 is hereby added to Chapter 23.919 of the Rancho Cordova Municipal Code entitled "Special Regulated Uses," to read as follows:

23.919.100 Smokers' Lounges, Hookah Bars, E-Cigarette Lounges and Vapor Lounges/Bars

A. Purpose and findings.

1. The city council finds that the use of hookah pipes, electronic cigarettes, and other similar devices in smokers' lounges, hookah bars, and vapor bars/lounges and the activities associated with such businesses (including loud music, large numbers of customers congregating for long periods, etc.) have been associated with increases in odors, noise, vapors, second-hand smoke, parking impacts, loitering, and disturbances in the peace. The purpose of this section is to prevent the overconcentration of this land use and to mitigate the negative impacts associated with this land use.

2. The city council also finds that smoking and vaping uses expose minors to dangerous secondhand smoke byproducts and increase the potential for minors to associate smoking of electronic tobacco devices and hookah pipes with a normative or healthy lifestyle.

3. The city council also finds that the tobacco smoke, including secondhand smoke, from hookah pipes and electronic cigarettes contributes to indoor air pollution and is a significant health hazard and carcinogen to smokers and nonsmokers alike, including employees of smokers' lounges and hookah bars.

4. The U.S. Food and Drug Administration conducted laboratory analysis of electronic cigarette samples and found them to contain carcinogens and toxic chemicals to which users and bystanders could potentially be exposed, suggesting that the same health and public nuisance concerns present with conventional cigarettes exist with electronic cigarettes.

5. The U.S. Centers for Disease Control and Prevention reports that smoking a hookah has many of the same health risks as cigarette smoking; that hookah use by youth is increasing; that the charcoal used to heat hookah tobacco can have negative health risks because it produces high levels of carbon monoxide, metals, and carcinogens; that hookah smokers may absorb more of the toxic substances also found in cigarette smoke than cigarette smokers do; that secondhand smoke from hookahs can be a health risk for non-smokers; and that new forms of electronic hookah smoking are now on the market and very little information is available on the health risks of electronic tobacco products.

6. The city has banned indoor smoking in places accessible to the public under Chapter 6.84 of the RCMC. However, California Labor Code section 6404.5(d)(4) allows for indoor smoking within retail or wholesale tobacco shops and private smokers' lounges and such businesses do currently exist within the city; and therefore the city council finds that it is necessary to enact clear and defined regulations for this use.

B. Applicability.

1. The provisions of this section shall apply in addition to other regulations of this zoning code and municipal code. In the event of a conflict between other sections and this section, this section shall control.

2. The provisions of this section shall apply to new facilities established following the effective date of this ordinance. All legal, code compliant smokers' lounges, hookah bars, vapor bars, and e-cigarette lounges currently located in the City shall become legal, nonconforming uses and as such must comply with the regulations set forth in Chapter 23.170 of this code.

C. Definitions.

1. "E-cigarette lounges" and "vapor bars" means any business, facility, building, establishment, structure or location, whether fixed or mobile, where customers or others utilize a heating element or other device that vaporizes a liquid solution that releases nicotine or flavored vapor, including but not limited to e-cigarettes, hookah pens, e-hookahs, or vape pipes. E-cigarette lounges and vapor bars shall include private smokers' lounges and smokers' lounges as defined below. "E-cigarette" or "electronic cigarette" shall have the same definition as that in Section 6.84.020(F) of the RCMC.

2. "Hookah bar" means any business, facility, building, establishment, structure or location, whether fixed or mobile, where customers or others utilize hookahs, pipes, or other mechanisms placed at various locations throughout the establishment to smoke tobacco or other substances.

3. "Private smokers' lounges" or "smokers' lounges" means any enclosed or unenclosed area within or attached to a retail or wholesale tobacco store or smoke shop that is dedicated, in whole or in part, to the use of tobacco or e-cigarette products, including but not limited to cigarettes, cigars, pipes, hookahs, e-cigarettes, hookah pens, e-hookahs, or vape pipes or pens. Such area need not be separated from the main floor area of the retail establishment.

D. Location. Smokers' lounges, hookah bars, e-cigarette, vapor bars/lounges shall only be permitted in general commercial (GC) and light industrial (M-1) zoning districts.

E. Operational and Development Standards.

The following operational and development standards shall apply to all smokers' lounges, hookah bars, vapor bars, and e-cigarette lounges in the city and shall be included as conditions imposed upon any license, permit, or other entitlement granted for such a business.

1. Distance Requirements. All e-cigarette lounges, hookah bars, vapor bars, and smokers' lounges shall be located at least 500 feet from other e-cigarette lounges, hookah bars, smokers' lounges, smoke shops, and tobacco shops. All e-cigarette lounges, hookah bars, vapor bars, and smokers' lounges shall be located at least 1,000 feet from the following:

- a. Public or private K-12 schools and daycares,
- b. Libraries,
- c. Churches,
- d. Community and recreation centers,
- e. Liquor stores,
- f. Sexually oriented businesses,
- g. Tattoo parlors,
- h. Pawnshops,
- i. Bars and nightclubs,
- j. Card rooms,
- k. Check cashing businesses,
- l. Parks, and
- m. Residential zones.

2. The business shall be owner-operated or otherwise exempt from the prohibition of smoking in the workplace pursuant to California Labor Code section 6404.5.

3. The establishments shall operate in compliance with all federal, state, county, and local laws and regulations.

4. Minors prohibited. No persons under 18 years of age shall be permitted within the establishment, including as employees, and business owners or operators shall require proof of identification to verify the age of customers, visitors, and employees. This means that all employees must be at least 18 years of age.

5. Parking standards. Parking shall be provided under the standards established for bars and nightclubs in Table 23.719-1 of the RCMC, as may be amended from time to time.

6. Hours of operation. Operating hours shall be limited to 8 a.m. to 10 p.m.

7. Indoor operation only. All business-related activity, including smoking, shall be conducted entirely within a building. Outdoor seating, operating outdoor barbeques or braziers, and/or lighting coals outdoors shall not be permitted.

8. Entertainment and admission charges prohibited. No live entertainment, including dancers, singers, disc jockeys, or comedians shall be permitted within the business. No admission charges, including a cover charge or minimum purchase requirement, shall be permitted.

9. Food and beverages, including alcoholic beverages and pre-packaged food and beverages, shall not be sold, served, or consumed on the premises.

10. Visibility and illumination. No window coverings or signage shall prevent visibility of the interior of the establishment from the outside during operating hours. The interior of the establishment shall have lighting adequate to make the conduct of patrons within the establishment readily discernible to people of normal visual capabilities.

11. Ventilation. Adequate ventilation must be provided in accordance with all standards imposed by the building official and fire department, and those establishments by state or federal laws. The requirements imposed by the building official or fire department may be more comprehensive than current building codes to prevent negative health and nuisance impacts on neighboring properties, including a requirement for a separate system to prevent smoke and vapors from migrating to adjoining suites or buildings. The ventilation shall, at a minimum, prevent smoke and vapors from migrating into adjacent buildings and/or suites and to outdoor public areas. A mechanical exhaust hood system shall be required if an establishment heat coals indoors.

12. Noise. Any amplified noise shall be subject to the regulations established in the RCMC, including those in Chapter 6.68 and 23.737, as may be amended from time to time.

13. Security. Uniformed security guard(s) shall be provided, as deemed necessary by the chief of police or his/her designee.

F. Penalties and enforcement. Any violation of this Section shall be enforced under Chapter 23.173 of this zoning code.

Section 3. Amendment of Municipal Code. The section of Table 23.316-1 of the Zoning Code, entitled "Allowed Use and Permit Requirements for General Commercial and Industrial Zoning Districts" which appears under the heading "Retail, Service, and Office Uses" is hereby amended to read as follows:

Table 23.316-1: Allowed Use and Permit Requirements for General Commercial and Industrial Zoning Districts

Land Use Category	GC	M-1	M-2	Specific Use Regulations
Retail, Service, and Office Use Listings				
Alcoholic Beverage Sales	C ⁴	C ³	C ³	
Ambulance Service	AUP	AUP	AUP	
Animal Sales and Grooming	P	AUP	L	
Art, Antique, Collectable	P	AUP	L	
Artisan Shops	P	AUP	L	
Artisanal and Specialty Manufacture, Display and Sales	P	AUP	AUP	
Banks and Financial Services	P	AUP	L	
Bars and Nightclubs	C	C	C	
Brew Pub	P	AUP	L	
Building Materials Stores and Yards	P	P ²	P ²	
Business Support Services	P	P ²	P ²	
Call Centers	L	L	L	
Child Day Care Facility	P	C	N	
Convenience Stores	P	C	C	RCMC 23.910.020
Drive-in and Drive-through Sales and Service	P	C	C	RCMC 23.910.030
Equipment Sales and Rental	P ^{2,8}	P ^{2,8}	P	

Furniture, Furnishings, and Appliance Stores	P	P ²	AUP	
Garden Center/Plant Nursery	P	P ²	AUP	
Grocery Stores/Supermarket	P	L	L	
Home Improvement Supplies	P ²	P ²	P	
Hotels and Motels	P	N	N	
Hotels and Motels, Extended Stay	P	N	N	
Kennels, Commercial	L	AUP	AUP	
Maintenance and Repair, Small Equipment	P ²	P	P	
Medical Services, General	P	AUP	AUP	
Medical Services, Extended Care	P	N	N	
Medical Services, Hospitals	P	L	P	
Mortuaries and Funeral Homes	P	C	C	
Neighborhood Market	P	AUP	L	
Offices, Business and Professional	P	AUP	L	
Offices, Accessory	P ⁶	P ⁶	P ⁷	
Personal Services	P	AUP	L	
Restaurants	P	AUP	L	
Retail, Accessory	P ⁶	P ⁶	P ⁷	
Retail, General	P	AUP	L	
Retail, Warehouse Club	P	AUP	L	
Smokers' lounges, Hookah Bars, E-cigarette Lounges, Vapor Lounges	P	P	N	RCMC 23.919.100 ; specific distance and other requirements
Tasting Room, Off-Site	P	AUP	L	
Veterinary Facility	P	P ²	P ²	

Section 4. Amendment of Municipal Code. The section of Table 23.313-1 of the Zoning Code, entitled “Allowed Use and Permit Requirements for Mixed-Use Districts” which appears under the heading “Retail, Service, and Office Uses” is hereby amended to read as follows:

Land Use Category	RMU	CMU	OPMU	OIMU	LIBP	VC	LTC	RTC	Specific Use Regulations
-------------------	-----	-----	------	------	------	----	-----	-----	--------------------------

Retail, Service, and Office Uses²²									
Adult Day Care Facility	N	AUP	AUP	AUP	AUP	AUP	AUP	AUP	
Alcoholic Beverage Sales, Off-Site ¹⁶	N	C	C ²	C ²	C ²	C	C	C	
Ambulance Service	N	L	L	P	P	N	N	N	
Animal Sales and Grooming	AUP	P	P ²	N	N	P	P	P	
Art, Antique, Collectable	P ²	P	P ²	P ²	N	P	P	P	
Artisan Shops	AUP	P	P ²	P ²	P ²	P	P	P	
Artisanal and Specialty Manufacture, Display, and Sales	N	P	P	P	N	P	P	P	
Banks and Financial Services	P ²	P	P	P	P	P	P	P	
Bars and Nightclub ²³	C ³	C ³	C ^{2, 3}	C ^{2, 3}	C ^{2, 3}	C ³	C ³	C ³	
Bed and Breakfast Inns	P	P	N	N	N	N	N	N	
Brew Pub ²³	N	P	P ²	P ²	P ²	P	P	P	
Building Materials Stores and Yards	N	P ⁴	N	C ⁴	N	N	C ⁴	C ⁴	
Business Support Services	AUP ^{2, 4, 5}	P	P	P	AUP	P ⁵	P	P	
Call Centers	N	N	P	P	AUP	N	N	N	
Child Day Care Facility	AUP	AUP	AUP ²	AUP ²	AUP ²	P	C	C	
Convenience Stores	L ²	L	L ²	L ²	L ²	L	L	L	
Drive-In and Drive-Through Sales and Service	N	C ^{20, 21}	C ^{6, 20, 21}	C ^{6, 20, 21}	C ^{6, 20, 21}	C ^{20, 21}	C ^{20, 21}	C ^{20, 21}	RCMC 23.910.030
Equipment Sales and Rental	N	N	N	P	P	N	N	N	
Furniture, Furnishings, and Appliance Stores	N	P	N	N	N	N	C	P	

Garden Center/Plant Nursery	N	P	N	AUP	N	N	C	C	
Grocery Stores/Supermarkets	AUP ²	P	P ²	AUP ²	N	AUP ⁸	P	P	
Home Improvement Supplies	N	P ⁹	N	P	P	N	P ⁹	P ⁹	
Hotels and Motels	C ²	P	P	C	N	C	P	P	
Hotels and Motels, Extended Stay	C ²	C	C	C	N	C	C	C	
Kennels, Commercial	C ^{4, 2}	AUP ⁴	AUP ⁴	AUP ⁴	AUP ⁴	N	N	N	
Maintenance and Repair, Small Equipment	N	P	N	P	P	AUP	P	P	
Medical Services, General	L ²	P	P	P	P	P	P	P	
Medical Services, Extended Care	P	C	C	C	N	N	N	N	
Medical Services, Hospitals	N	P	P	P	P	P	P	P	
Mortuaries and Funeral Homes ¹⁵	N	P	P	P	P ¹⁵	N	N	N	
Neighborhood Market	P ²	P	P ²	L ²	N	P	P	P	
Offices, Business and Professional	P ²	P ²	P	P	N	P ²	P ²	P ²	
Offices, Accessory	P	P	P	P	L ¹⁰	P	P	P	
Personal Services	P ^{5, 2}	P	P ²	P ²	P ²	P	P	P	
Residential Care Facility	L	C	C	N	N	N	N	N	
Restaurants ²³	P ²	P	P ²	P ²	P ²	P	P	P	
Retail, Accessory	P ²	P	P ⁶	P ⁶	P ⁶	P	P	P	
Retail, General	P ^{2, 11}	P	N	N	N	P	P	P	
Retail, Warehouse Club	N	P	N	N	N	N	C	P	
Smokers' lounges, Hookah Bars, E-cigarette Lounges, Vapor Lounges	N	N	N	N	N	N	N	N	RCMC 23.919.100
Tasting Room, Off-Site ²³	N	P	P ²	P ²	P ²	P	P	P	
Veterinary Facility	L ²	P	P	P	L	L	P	P	

Section 5. Amendment of Municipal Code. Section 6.84.040(B) is hereby added to the Rancho Cordova Municipal Code to read as follows:

B. Section 23.919.100 of the RCMC shall establish the regulations for smokers' lounges, hookah bars, vapor and e-cigarette lounges and bars.

Section 6. Amendment of Municipal Code. The definition of "smoke shop" within Section 23.1101.020 of the Rancho Cordova Municipal Code is hereby amended to read as follows:

"Smoke shop" means an establishment selling smoking, drug, and/or traditional or electronic tobacco paraphernalia or products where 15 percent or more of the total floor or shelf area is devoted to selling tobacco products (as defined in RCMC 4.07.030). Limited sales of tobacco products that commonly occur within convenience stores or service stations are not included in this definition. Smoking, as defined in RCMC 6.84.020(S), shall be prohibited within all smoke shops, unless the establishment has been formally permitted to operate a private smokers' lounge under applicable state and local laws, including the regulations in Section 23.919.100 of this code enacted by Rancho Cordova City Council Ordinance 1-2016 related to smokers' lounges, hookah bars, and e-cigarette lounges.

Section 7. Amendment of Municipal Code. Section 23.919.010(A) of the Rancho Cordova Municipal Code is hereby amended to read as follows:

A. Purpose. The purpose of this chapter is to establish site planning, development, and/or operating standards for special regulated uses within individual or multiple zoning districts. These provisions apply to card rooms, check cashing businesses, pawnshops, recycling facilities (collection), sexually oriented businesses, smoke shops, tattoo parlors, smokers' lounges, hookah bars, e-cigarette lounges, and thrift stores. It is the city's intent, in establishing these standards, to mitigate the potential adverse impacts of these uses and activities on adjacent and surrounding land uses by requiring special siting and location standards.

Section 8. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable. The City Council of the City of Rancho Cordova hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid, or unenforceable.

Section 9. Effective Date and Duration.

Within fifteen (15) days after adoption, a summary of this Ordinance shall be published once in the Grapevine Independent or the Sacramento Bee, a newspaper of general circulation printed and published in Sacramento County and circulated in the City of Rancho Cordova, in accordance with Government Code section 36933. This Ordinance shall take effect and be enforced thirty (30) days after its adoption.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of _____, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Mindy Cuppy, MMC, City Clerk

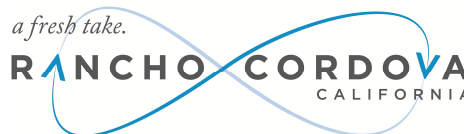
2594753.1

MEMORANDUM

DATE: February 1, 2016

TO: Honorable Mayor and Council Members

FROM: Joseph Cuffe, Interim Chief Building Official



SUBJECT: RESOLUTION AUTHROIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH STEPHEN TWIST CONSULTING SERVICES TO PROVIDE BUILDING PLAN REVIEWS, INSPECTIONS, CASP (CERTIFIED ACCESSIBILITY SPECIALIST) REVIEWS, AND AMERICAN WITH DISABILITIES ACT (ADA) REVIEW SERVICES FOR THE BUILDING & SAFETY DIVISION.

RECOMMENDATION

Adopt Resolution 10-2016.

RESULT OF RECOMMENDED ACTION

Adoption of Resolution No. 10-2016 will authorize the City Manager to execute Contract No. 5-2016 with Stephen Twist Consulting Services. The contract amount will be for \$171,600.

BACKGROUND

Stephen Twist is a consultant with Interwest Consulting Group. The City has been contracting out for plan review services, building inspections, and permit services since April 9, 2009; with the most recent contract in August 18, 2015. Mr. Twist has since started his own consulting company and in order for the Building and Safety Division to keep his services, the department must enter into a new contract.

FISCAL IMPACT

The above referenced expense is included in the Building and Safety budget and is covered by permit fee revenues.

ATTACHMENT

Resolution No. 10-2016 including Exhibit 1, Professional Services Agreement.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 10-2016

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO EXECUTE AN CONTRACT WITH
STEPHEN TWIST CONSULTING SERVICES**

WHEREAS, the City of Rancho Cordova wishes to contract with Stephen Twist Consulting for plan review, inspection, CASP (certified accessibility specialist) reviews and Americans with Disabilities Act (ADA) review services; and

WHEREAS, those services will exceed the maximum amount the City manager has authorization to approve; and

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute a contract with Stephen Twist Consulting, attached as **Exhibit 1**.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Mindy Cuppy, MMC, City Clerk

EXHIBIT 1
CONTRACT NO: 5-2016

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND
STEPHEN TWIST CONSULTING SERVICES**

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and Stephen Twist, an individual ("Professional") as of February 1, 2016.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Professional shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on March 31, 2017, the date of completion specified in Exhibit A. Professional shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Professional to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Professional shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Professional is engaged in the geographical area in which Professional practices its profession. Professional shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Professional's profession.
- 1.3 **Assignment of Personnel.** Professional shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Professional shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Professional shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Professional's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Professional a sum not to exceed ONE HUNDRED SEVENTY-SIX THOUSAND EIGHT HUNDRED DOLLARS (\$176,800.00), notwithstanding any contrary indications that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Professional's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Professional for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Professional for services rendered pursuant to this Agreement. Professional shall submit all invoices to

EXHIBIT 1
CONTRACT NO: 5-2016

City in the manner specified herein. Except as specifically authorized by City, Professional shall not bill City for duplicate services performed by more than one person.

Professional and City acknowledge and agree that compensation paid by City to Professional under this Agreement is based upon Professional's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Professional. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Professional and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Professional shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- § Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- § The beginning and ending dates of the billing period;
- § A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- § At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- § The total number of hours of work performed under the Agreement by Professional and each employee, agent, and subcontractor of Professional performing services hereunder, as well as a separate notice when the total number of hours of work by Professional and any individual employee, agent, or subcontractor of Professional reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
- § The Professional's signature.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Professional.

2.3 Final Payment. City shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 Total Payment. City shall pay for the services to be rendered by Professional pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Professional in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

EXHIBIT 1
CONTRACT NO: 5-2016

In no event shall Professional submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- 2.5 Hourly Fees.** Fees for work performed by Professional on an hourly basis shall not exceed the amounts shown on the fee schedule set forth in Exhibit B.

- 2.6 Reimbursable Expenses.** Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded. However, expenses may be considered for reimbursement by the City on a case by case basis, with approval from the contract administrator, and consultant must provide a detailed invoice of the expense to receive reimbursement.

- 2.7 Payment of Taxes.** Professional is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

- 2.8 Payment upon Termination.** In the event that the City or Professional terminates this Agreement pursuant to Section 8, the City shall compensate the Professional for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Professional shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

- 2.9 Authorization to Perform Services.** The Professional is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Professional shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Professional only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, a computer, filing cabinets, and conference space, as may be reasonably necessary for Professional's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility or equipment that may involve incurring any direct expense, including but not limited to additional computers, long-distance telephone or other communication charges, vehicles, and reproduction facilities, other than facilities and equipment that City is required to furnish by law. City is not obligated furnish or assist with furnishing any facilities or equipment at any non-City owned location where Professional elects to perform work under this Agreement.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Professional, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Professional and its agents, representatives, employees, and subcontractors.

EXHIBIT 1
CONTRACT NO: 5-2016

Professional shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Professional shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Professional's bid. Professional shall not allow any subcontractor to commence work on any subcontract until Professional has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Professional shall maintain all required insurance listed herein for the duration of this Agreement.

- 4.1 Workers' Compensation.** Professional shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Professional. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Professional may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Professional, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

The requirement to maintain Statutory Worker's Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Professional does not have any employees.

4.2 Commercial General and Automobile Liability Insurance.

- 4.2.1 General requirements.** Professional, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00). The commercial general liability and automobile liability insurance shall be per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a commercial general liability insurance or an automobile liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal

EXHIBIT 1
CONTRACT NO: 5-2016

injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Professional, including the insured's general supervision of Professional; products and completed operations of Professional; premises owned, occupied, or used by Professional; and automobiles owned, leased, or used by the Professional. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of Professional to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

4.3 Professional Liability Insurance. Professional, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less

EXHIBIT 1
CONTRACT NO: 5-2016

than TWO MILLION DOLLARS (\$2,000,000) covering the licensed professionals' errors and omissions.

- 4.3.1** Any deductible or self-insured retention shall not exceed \$150,000 per claim.
- 4.3.2** An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- 4.3.3** The following provisions shall apply if the professional liability coverages are written on a claims-made form:
 - a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
 - c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Professional must provide extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work. The City shall have the right to exercise, at the Professional's sole cost and expense, any extended reporting provisions of the policy, if the Professional cancels or does not renew the coverage.
 - d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

- 4.4.1 Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 4.4.2 Verification of coverage.** Prior to beginning any work under this Agreement, Professional shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 4.4.3 Subcontractors.** Professional shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each

EXHIBIT 1
CONTRACT NO: 5-2016

subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

- 4.4.4 Deductibles and Self-Insured Retentions.** Professional shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Professional may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Professional procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

- 4.4.5 Waiver of Subrogation.** Professional hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Professional, its employees, agents, and subcontractors.

- 4.4.6 Notice of Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Professional shall provide written notice to City at Professional's earliest possible opportunity and in no case later than five (5) days after Professional is notified of the change in coverage.

- 4.5 Remedies.** In addition to any other remedies City may have if Professional fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Professional's breach:

- § Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- § Order Professional to stop work under this Agreement or withhold any payment that becomes due to Professional hereunder, or both stop work and withhold any payment, until Professional demonstrates compliance with the requirements hereof; and/or
- § Terminate this Agreement.

EXHIBIT 1
CONTRACT NO: 5-2016

Section 5. INDEMNIFICATION AND PROFESSIONAL'S RESPONSIBILITIES.

- 5.1 General Requirement.** Professional shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Professional or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Professional shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Professional or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Professional to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Professional from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Professional acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.2 PERS Indemnification.** In the event that Professional or any employee, agent, or subcontractor of Professional providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Professional shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Professional or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
- 5.3 Design Professionals.** Notwithstanding Sections 5.1 and 5.2, to the extent that the services under this Agreement include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Professional's duty to indemnify shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

Section 6. STATUS OF PROFESSIONAL.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Professional shall be an independent contractor as defined in Labor Code Section 3353, and shall not be an employee of City. Nothing contained in this Agreement shall be construed to be inconsistent with the foregoing relationship or status. City shall have the right to control Professional only insofar as the results of Professional's services rendered pursuant to this

EXHIBIT 1
CONTRACT NO: 5-2016

Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Professional accomplishes services rendered pursuant to this Agreement. Professional shall have no power or authority by this Agreement to bind the City in any respect. All employees and agents hired or retained by Professional are employees and agents of Professional and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Professional by any such employees or agents, or any other person resulting from performance of this Agreement.

Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Professional and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits. Professional shall not allow any employee to become eligible for a claim for PERS benefits.

- 6.2 Professional Not an Agent.** Except as City may specify in writing, Professional shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Professional shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Professional and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Professional's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Professional and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Professional represents and warrants to City that Professional and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Professional represents and warrants to City that Professional and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals

EXHIBIT 1
CONTRACT NO: 5-2016

that are legally required to practice their respective professions. In addition to the foregoing, Professional and any subcontractors shall obtain and maintain valid Business Licenses from City during the term of this Agreement.

- 7.5 Nondiscrimination and Equal Opportunity.** Professional shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Professional under this Agreement. Professional shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Professional thereby.

Professional shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Professional.

Professional may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Professional shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Professional delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Professional or prepared by or for Professional or the City in connection with this Agreement.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Professional understands and agrees that, if City grants such an extension, City shall have no obligation to provide Professional with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Professional for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

EXHIBIT 1
CONTRACT NO: 5-2016

- 8.4 Assignment and Subcontracting.** City and Professional recognize and agree that this Agreement contemplates personal performance by Professional and is based upon a determination of Professional's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Professional. Professional may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Professional shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Professional shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Professional.** If Professional materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Professional pursuant to this Agreement;
 - 8.6.3** Retain a different Professional to complete the work described in Exhibit A not finished by Professional; or
 - 8.6.4** Charge Professional the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Professional pursuant to Section 2 if Professional had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Professional's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Professional prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Professional hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Professional agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

EXHIBIT 1
CONTRACT NO: 5-2016

- 9.2 Professional's Books and Records.** Professional shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Professional pursuant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Professional to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Sacramento or in the United States District Court for the Eastern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Use of Recycled Products.** Professional shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

EXHIBIT 1
CONTRACT NO: 5-2016

- 10.7 Conflict of Interest.** Professional may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Professional in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Professional shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Professional hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Professional was an employee, agent, appointee, or official of the City in the previous twelve months, Professional warrants that it did not participate in any manner in the forming of this Agreement. Professional understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Professional will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Professional will be required to reimburse the City for any sums paid to the Professional. Professional understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 10.8 Solicitation.** Professional agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered by Joe Cuffe, Interim Chief Building Official ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 Notices.** Any written notice to Professional shall be sent to:
Stephen Twist
4640 Tracy Lane
Garden Valley, CA 95633
easypermits@yahoo.com
- Any written notice to City shall be sent to:
City of Rancho Cordova
Attn: Joe Cuffe
2729 Prospect Park Drive
Rancho Cordova CA 95670
- 10.11 Professional Seal.** Where applicable in the determination of the contract administrator or when required by law, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.

EXHIBIT 1
CONTRACT NO: 5-2016

Seal and Signature of Registered Professional with
report/design responsibility.

- 10.12 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, and the compensation schedule attached hereto and incorporated herein as Exhibit B, represents the entire and integrated agreement between City and Professional and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 10.13 IRS Form W-9.** Professional shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have authority to waive this requirement.

EXHIBIT 1
CONTRACT NO: 5-2016

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above, which date shall be considered by the Parties to be the effective date of this Agreement.

CITY OF RANCHO CORDOVA

PROFESSIONAL

Cyrus Abhar, City Manager

Stephen Twist

Date: _____

Date: _____

Attest:

Mindy Cuppy, CMC, City Clerk

Date: _____

Approved as to Form:

Adam Lindgren, City Attorney

Date: _____

Last Revised July 31, 2012

EXHIBIT 1
CONTRACT NO: 5-2016

EXHIBIT A

SCOPE OF SERVICES

Scope of services shall include:

- Plan review services for both commercial and residential construction documents. These reviews include Fire and Life Safety, Accessibility, Plumbing, Mechanical, Electrical, Photo Voltaic and limited Structural.
- Building Inspection Services
- CASp inspections for commercial projects
- CASp inspections and consultation requested by the general public as required by SB-1186
- Plan review for Public Works Dept. including accessibility, sound/retaining walls and civil as needed
- CASp consultation and services such as site inspections as needed for the City of Rancho Cordova
- Special Projects:
Stephen Twist Consulting will provide the following on-call services as directed by the Building Official or other designated City Staff. Such services may include, but are not limited to
 - Site accessibility consultation and inspection
 - Housing Dept. projects
 - Professional consultation & technical support for ADA compliance with regard to City projects and events
 - Other duties as may be assigned by the Building Official or other designated City Staff
 Examples: CASp Consulting services for the Mather Mills Station (Measure H) project, CASp inspections of City Hall, Police station, Gold Tailings property, court appearance/depositions

EXHIBIT 1
CONTRACT NO: 5-2016

EXHIBIT B

COMPENSATION SCHEDULE

Plan Review	\$85.00 per hr.
CASp Services	\$85.00 per hr.
Building Inspection	\$85.00 per hr.

OTHER SERVICES

In addition to the services noted above, we propose the following:

We propose additional plan review services as required when workload necessitates, outside of normal working hours. These services may include, Fire/Life/Safety, Structural and Non-Structural, Plumbing, Mechanical, Electrical, Energy and Accessibility, CASp consultation. These services are offered at an hourly rate of \$125.00 per hour.

Form W-9 (Rev. September 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ----- ☐ Exempt payee ☐ Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
OR
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ⁴
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

YEAR

Withholding Exemption Certificate

CALIFORNIA FORM

2010

(This form can only be used to certify exemption from nonresident withholding under California R&TC Section 18662. Do not use this form for exemption from wage withholding.)

590

File this form with your withholding agent. (Please type or print)

Withholding agent's name

Vendor/Payee's name

Vendor/Payee's ☐ SSN or ITIN
☐ SOS file no. ☐ CA corp. no. ☐ FEIN

Address (number and street, PO Box, or PMB no.)

Apt. no./ Ste. no.

City

State

ZIP Code

Read the following carefully and check the box that applies to the vendor/payee.

I certify that for the reasons checked below, the entity or individual named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual.

☐ **Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Who is a Resident, for the definition of a resident.

☐ **Corporations:**

The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return and withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information F, What is a Permanent Place of Business, for the definition of permanent place of business.

☐ **Partnerships or Limited Liability Companies (LLC):**

The above-named partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return and will withhold on foreign and domestic nonresident partners or members when required. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a Limited Liability Partnership (LLP) is treated like any other partnership.

☐ **Tax-Exempt Entities:**

The above-named entity is exempt from tax under California R&TC Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ **Insurance Companies, IRAs, or Qualified Pension/Profit Sharing Plans:**

The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Trusts:**

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ **Estates — Certification of Residency of Deceased Person:**

I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

☐ **Nonmilitary Spouse of a Military Servicemember:**

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE: Please complete and sign below.

Under penalties of perjury, I hereby certify that the information provided in this document is, to the best of my knowledge, true and correct. If conditions change, I will promptly notify the withholding agent.

Vendor/Payee's name and title (type or print) _____ Daytime telephone no. _____

Vendor/Payee's signature ► _____ Date _____

For Privacy Notice, get form FTB 1131.

7061103

Form 590 c2 2009 (REV 03-10)

Instructions for Form 590

Withholding Exemption Certificate

References in these instructions are to the California Revenue and Taxation Code (R&TC).

What's New

Backup Withholding – For taxable years beginning on or after January 1, 2010, with certain limited exceptions, payers that are required to withhold and remit backup withholding to the Internal Revenue Service (IRS) are also required to withhold and remit to the Franchise Tax Board (FTB). The California backup withholding rate is 7% of the payment. For California purposes, dividends, interests, and any financial institutions release of loan funds made in the normal course of business are exempt from backup withholding. For additional information on California backup withholding, go to ftb.ca.gov and search for backup withholding.

Military Spouse Residency Relief Act (MSRRA) – The MSRRA amended the federal Servicemembers Civil Relief Act. For taxable years beginning on or after January 1, 2009, a nonmilitary spouse of a military servicemember shall neither lose nor acquire a residence or domicile for purposes of taxation by reason of being absent from or present in California to be with the servicemember serving in compliance with the servicemember's military orders if the servicemember and spouse have the same domicile. Income of a military servicemember's nonmilitary spouse for services performed in California is not California source income subject to state tax if the spouse is in California to be with the servicemember serving in compliance with military orders, and the servicemember and spouse have the same domicile in a state other than California. For additional information, get FTB Pub. 1032, Tax Information for Military Personnel.

General Information

For purposes of California income tax, references to a spouse, husband, or wife also refer to a Registered Domestic Partner (RDP) unless otherwise specified. For more information on RDPs, get FTB Pub. 737, Tax Information for Registered Domestic Partners.

Private Mail Box – Include the Private Mail Box (PMB) in the address field. Write "PMB" first, then the box number. Example: 111 Main Street PMB 123.

Foreign Address – Enter the information in the following order: City, Country, Province/Region, and Postal Code. Follow the country's practice for entering the postal code. Do not abbreviate the country's name.

A Purpose

Use Form 590, Withholding Exemption Certificate, to certify an exemption from nonresident withholding. California residents or entities should complete and present Form 590 to the withholding agent. The withholding agent is then relieved of the withholding

requirements if the agent relies in good faith on a completed and signed Form 590 unless told by the Franchise Tax Board (FTB) that the form should not be relied upon.

Important – This form cannot be used for exemption from wage withholding. If you are an employee, any wage withholding questions should be directed to the FTB General Information number, 800.852.5711. Employers should direct their calls to the California Employment Development Department (EDD) at 888.745.3886 or go to www.edd.ca.gov.

Sellers of California real estate use Form 593-C, Real Estate Withholding Certificate, not Form 590.

B Requirement

R&TC Section 18662 requires withholding of income or franchise tax on payments of California source income made to nonresidents of California.

Withholding is required on the following, but is not limited to:

- Payments to nonresidents for services rendered in California.
- Distributions of California source income made to domestic nonresident S corporation shareholders, partners and members and allocations of California source income made to foreign partners and members.
- Payments to nonresidents for rents if the payments are made in the course of the withholding agent's business.
- Payments to nonresidents for royalties for the right to use natural resources located in California.
- Distributions of California source income to nonresident beneficiaries from an estate or trust.
- Prizes and winnings received by nonresidents for contests in California.

However, withholding is optional if the total payments of California source income are \$1,500 or less during the calendar year.

For more information on withholding and waiver requests, get FTB Pub. 1017, Resident and Nonresident Withholding Guidelines. To get a withholding publication see General Information H, Publications, Forms, and Additional Information.

C Who can Execute this Form

Form 590 can be executed by the entity or individual listed on this form.

If an entertainer (a person or a business entity) is paid for a performance, the entertainer's information must be provided. Do not submit the entertainer's agent or promoter information.

The grantor of a grantor trust shall be treated as the vendor/payee for withholding purposes. Therefore, if the vendor/payee is a grantor

trust and one or more of the grantors is a nonresident, withholding is required. If all of the grantors on the trust are residents, no withholding is required. Resident grantors can check the box on Form 590 labeled "Individuals — Certification of Residency."

D Who Is a Resident

A California resident is any individual who is in California for other than a temporary or transitory purpose or any individual domiciled in California who is absent for a temporary or transitory purpose.

An individual domiciled in California who is absent from California for an uninterrupted period of at least 546 consecutive days under an employment-related contract is considered outside California for other than a temporary or transitory purpose.

An individual is still considered outside California for other than a temporary or transitory purpose if return visits to California do not total more than 45 days during any taxable year covered by an employment contract.

This provision does not apply if an individual has income from stocks, bonds, notes, or other intangible personal property in excess of \$200,000 in any taxable year in which the employment-related contract is in effect.

A spouse/RDP absent from California for an uninterrupted period of at least 546 days to accompany a spouse/RDP under an employment-related contract is considered outside of California for other than a temporary or transitory purpose.

Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For assistance in determining resident status, get FTB Pub. 1031, Guidelines for Determining Resident Status, and FTB Pub. 1032, Tax Information for Military Personnel, or call the FTB at 800.852.5711 or 916.845.6500.

E Military Spouse Residency Relief Act (MSRRA)

Generally, for tax purposes you are considered to maintain your existing residence or domicile. However, under newly enacted MSRRA, if a military servicemember and nonmilitary spouse have the same state of domicile, the MSRRA provides:

- A spouse shall not be deemed to have lost a residence or domicile in any state solely by reason of being absent to be with the servicemember serving in compliance with military orders

- A spouse shall not be deemed to have acquired a residence or domicile in any other state solely by reason of being there to be with the servicemember serving in compliance with military orders

Domicile is defined as the one place:

- Where you maintain a true, fixed and permanent home
- To which you intend to return whenever you are absent

A military servicemember's nonmilitary spouse is considered a nonresident for tax purposes if the servicemember and spouse have the same domicile outside of California and the spouse is in California solely to be with the servicemember who is serving in compliance with Permanent Change of Station orders (Note: California may require nonmilitary spouses of military servicemembers to provide proof that they meet the criteria for California personal income tax exemption as set forth in the MSRRRA).

For assistance in determining whether the applicant meets the MSRRRA requirements, get FTB Pub. 1032, Tax Information for Military Personnel.

F What Is a Permanent Place of Business

A corporation has a permanent place of business in California if it is organized and existing under the laws of California or if it is a foreign corporation qualified to transact intrastate business by the California SOS. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in California only if it maintains a permanent office in California that is permanently staffed by its employees.

G Withholding Agent

Keep Form 590 for your records. Do not send this form to the FTB unless it has been specifically requested.

For more information, contact Withholding Services and Compliance, see General Information H.

The vendor/payee must notify the withholding agent if any of the following situations occur:

- The individual vendor/payee becomes a nonresident.
- The corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California.
- The partnership ceases to have a permanent place of business in California.
- The LLC ceases to have a permanent place of business in California.
- The tax-exempt entity loses its tax-exempt status.

The withholding agent must then withhold and report the withholding using Form 592, Resident and Nonresident Withholding Statement, and remit the withholding using Form 592-A, Payment Voucher for Foreign Partner or Member Withholding. Form 592-B, Resident and Nonresident Withholding Tax Statement, is retained by the withholding agent and a copy is given to the payee.

H Publications, Forms, and Additional Information

You can download, view, and print California tax forms and publications at ftb.ca.gov.

To have publications or forms mailed to you or to get additional nonresident withholding information, contact the Withholding Services and Compliance.

WITHHOLDING SERVICES AND
COMPLIANCE MS F182
FRANCHISE TAX BOARD
PO BOX 942867
SACRAMENTO CA 94267-0651

Telephone: 888.792.4900

916.845.4900

Fax: 916.845.9512

For all other questions unrelated to withholding or to access the TTY/TDD numbers, see the information below.

Internet and Telephone Assistance

Website: ftb.ca.gov

Telephone: 800.852.5711 from within the United States
916.845.6500 from outside the United States

TTY/TDD: 800.822.6268 for persons with hearing or speech impairments

Asistencia Por Internet y Teléfono

Sitio web: ftb.ca.gov

Teléfono: 800.852.5711 dentro de los Estados Unidos
916.845.6500 fuera de los Estados Unidos

TTY/TDD: 800.822.6268 personas con discapacidades auditivas y del habla

MEMORANDUM

DATE: February 1, 2016

TO: Honorable Mayor and Council Members

FROM: Amanda Norton, Economic Development

SUBJECT: Startup in a Day Pledge



RECOMMENDATION

Authorize the Mayor or City Manager to sign the Startup in a Day Pledge.

RESULT OF RECOMMENDED ACTION

City Staff will work together to explore tools to meet the Startup in a Day Pledge.

BACKGROUND

The Startup in a Day Initiative is collaboration between the White House, the Small Business Administration, and the National League of Cities to encourage cities to streamline the process for entrepreneurs to start a new small business. Many small business owners express that the challenge of regulation and licensing is one of the key impediments to starting a successful small business. In a statement announcing the initiative, President Obama called on cities to make navigating the licensing and permitting system easy enough for small business to be up and running within 24 hours.

In order to be part of the Startup in a Day initiative, President Obama called on cities to take the following Pledge:

“Our cities and communities are committed to making it easier for every entrepreneur to start a business. We believe an entrepreneur’s time is best spent developing innovative products and services, creating jobs, and growing local economies—not navigating red tape. While fair zoning rules, licenses, and permits are important to ensuring public safety and fair competition, it should not take more than a day for an entrepreneur to identify and apply, ideally through a single online tool, for all the licenses and permits they need in order to responsibly launch a business. Accordingly, we resolve to:

1. Create a “Startup in a Day” online tool within 12 months: we will develop within a year a website or application that lets most entrepreneurs identify and apply within one day for all requirements to launch a business in our respective communities.
2. Develop a streamlined, business-friendly, online permitting system: Our pledge is a first step in a larger effort to streamline, simplify, and bring online those regulatory requirements that have traditionally been fragmented across multiple agencies and handled through a paper-based process. Our ultimate goal is for

small business owners to be able to manage and complete most of their regulatory obligations within a single easy-to-use online system.

3. Share best practices: In an effort to encourage other municipalities to join us in this effort, we are joining a community of practice administered by the National League of Cities, and commit to sharing best practices, publicizing key learnings, highlighting tangible outcomes, supporting smart regulatory simplification, and providing visibility into our actions.”

As of the writing of this report, 79 cities across the Nation have signed the Pledge. In northern California, Oakland, San Francisco, San Jose, and Santa Cruz are the only cities to sign. The Pledge was designed as a completion to see what best practices are developed and staff will be looking to various cities to see the models that are developed.

To meet the Pledge, staff will be rolling out OpenCounter, Zoning Check, Tools for Business, as well as, a new Economic Development Department website in the coming months. The goal is to provide an entrepreneur with all of the information they will need to open a business within the City. Staff will be coming back to Council to present the new tools as they are ready for launch.

In order to take the Pledge, the Mayor, or authorized city official will need to email the Associate Administrator of the Office of Intergovernmental Affairs with the U.S. Small Business Administration the following information:

- The name of the city taking the pledge.
- The official website address for the city.
- The name of the city official and their contact information including a phone number and email address.
- A statement that the official agrees to the Startup in a Day Pledge on behalf of their.

FISCAL IMPACT

There will be no direct fiscal impact for signing the Startup in a Day Pledge.

ATTACHMENT

Startup in a Day Pledge.

The Start Up In a Day Pledge...

The City of Rancho Cordova is committed to making it easier for every entrepreneur to start a business. We believe an entrepreneur's time is best spent developing innovative products and services, creating jobs, and growing local economies—not navigating red tape. While fair zoning rules, licenses, and permits are important to ensuring public safety and fair competition, it should not take more than a day for an entrepreneur to identify and apply, ideally through a single online tool, for all the licenses and permits they need in order to responsibly launch a business. Accordingly, we resolve to:

1. Create a "Startup in a Day" online tool within 12 months: we will develop within a year a website or application that lets most entrepreneurs identify and apply within one day for all requirements to launch a business in our respective communities.
2. Develop a streamlined, business-friendly, online permitting system: Our pledge is a first step in a larger effort to streamline, simplify, and bring online those regulatory requirements that have traditionally been fragmented across multiple agencies and handled through a paper-based process. Our ultimate goal is for small business owners to be able to manage and complete most of their regulatory obligations within a single easy-to-use online system.
3. Share best practices: In an effort to encourage other municipalities to join us in this effort, we are joining a community of practice administered by the National League of Cities, and commit to sharing best practices, publicizing key learnings, highlighting tangible outcomes, supporting smart regulatory simplification, and providing visibility into our actions."

In support of Entrepreneurs,

Rancho Cordova City Council & Staff

David Sander, Mayor

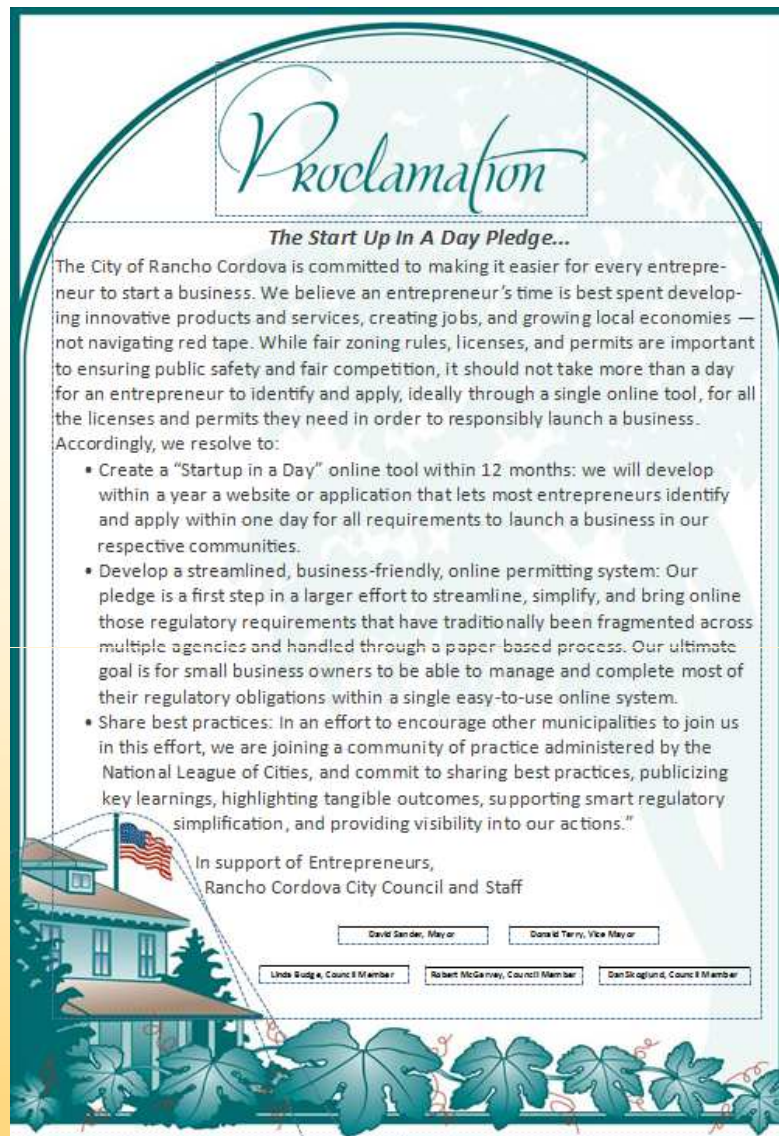
Cyrus Abhar, City Manager

Start Up In A Day Pledge

In Conjunction with the White House, Small Business Administration
and National League of Cities

Economic Development Department

- **WHO:** White House Administration Initiative
 - In conjunction with Small Business Administration & National League of Cities
- **GOAL:** to streamline process of starting a business
- **HOW:**
 1. Create a Start Up In A Day online tool within 12 months
 2. Develop streamlined online permitting system
 - Entrepreneur must be able to find all tools needed to start business in one day
 - Open Counter
 - ZoningCheck
 - Tools For Business
 - Economic Development Website
 3. Share Best Practices
 1. Encourage other municipalities to join
 2. 79 Cities have pledged so far



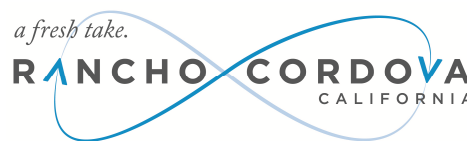
MEMORANDUM

DATE: February 1, 2016

TO: Honorable Mayor and Council Members

FROM: Amanda Norton, Economic Development

SUBJECT: **RESOLUTION APPROVING THE ESTABLISHMENT OF THE RANCHO CORDOVA ECONOMIC DEVELOPMENT BUSINESS INCENTIVE PROGRAM**



RECOMMENDATION

Adopt Resolution No. 7-2016.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will authorize the City Manager to approve incentives which comply with the Rancho Cordova Economic Development Business Incentive Program.

BACKGROUND

On June 24, 2014 Economic Development Staff sought to obtain direction on incentive criteria from the City Council. The discussion focused around the need for all incentives to be case-by-case. Council members also asked staff to consider the following items, in no particular order, for the use of incentives: increase the job base, revenue generation/return on investment, attract new shoppers, focus on City's targeted industries, improve the image of Rancho Cordova, community enhancement, housing, educational opportunities, land banking in specific areas, implement the downtown and convention overlay districts, and promote specific areas.

In determining appropriate tools to add to the Department's tool box, Staff analyzed incentive programs from 13 jurisdictions and spoke with business owners. A common theme is that some businesses are emerging from the recession and are starting to grow. While some funding is available to assist our businesses, it may not meet the needs of all of our local businesses.

The citizens of Rancho Cordova approved the Community Enhancement Fund on November 4, 2014. As part of the recommendations mentioned in the community and business meetings, staff proceeded with the drafting of guidelines for the Business Assistance Program. Staff was awarded funding for the program as part of the 2015/2016 budget.

On September 15, 2015, Economic Development Staff sought policy direction on the proposed Business Incentive Program. In general, Council Members felt all incentives under \$100,000 should be approved at the staff level, and all incentives above that amount should come before Council per California Government Code Section 53083. It was noted that the City is not in the banking business and that these fee incentives will be utilized as a tool in the tool box of the Economic Development Department on a case-by-case basis.

Attached to this staff report are the proposed guidelines for the Rancho Cordova Economic Development Business Incentive Program. The program is designed so that funds will be utilized to incentivize a project that meets the City's targeted markets.

The program is focused on businesses that fill existing space, create new jobs, retain and attract high quality employment opportunities, provide unique or underrepresented goods/services, generate new sales tax or Transient Occupancy Tax revenue, and/or fall within a particular NAICS (North American Industry Classification System) code. Businesses are grouped within a NAICS code so that statistical data for the U.S. business economy can be disseminated.

All incentives under \$100,000 will need to comply with the guidelines and criteria as presented in the Program. All incentives will be on a case-by-case basis and will require the review and approval of the City Manager.

FISCAL IMPACT

If approved, all incentives would be funded from the Economic Development/Investment portion of the Community Enhancement Fund (CEF) (also known as Measure H) and thus not additionally impact the General Fund.

Fiscal Year	Source	Amount	Appropriated	Difference
2015/16	CEF	\$400,000	\$0	\$400,000

ATTACHMENT

Resolution No. 7-2016 with Exhibit A: Rancho Cordova Economic Development Business Incentive Program.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 7-2016

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING THE ESTABLISHMENT OF THE ECONOMIC DEVELOPMENT BUSINESS
INCENTIVE PROGRAM**

WHEREAS, the City Council of the City of Rancho Cordova desires to drive diverse economic opportunities; and

WHEREAS, the Rancho Cordova Citizens approved the Community Enhancement Fund (Measure H) on November 4, 2014; for local priorities; and

WHEREAS, the Economic Development Department was awarded Community Enhancement Funds for the establishment of an Economic Development Business Incentive Program; and

WHEREAS, a Business Incentive Program and guidelines have been developed to provide criteria for assistance to businesses and projects within the City of Rancho Cordova; and

WHEREAS, the funds are an approved allocation of the Community Enhancement Fund and will be distributed out of that Fund.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA hereby approves the Rancho Cordova Economic Development Business Incentive Program (**Exhibit A**).

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Mindy Cuppy, MMC, City Clerk

EXHIBIT A**BUSINESS INCENTIVE PROGRAM****PURPOSE**

The Rancho Cordova Business Incentive Program is designed to promote development of new businesses, the expansion of existing businesses that will fill vacant, existing business space and support enterprises that will hire or retain employees in the City thereby contributing to the local economic prosperity. The Program is also intended to enhance the City's competitiveness in attracting businesses that will further enhance the existing quality of life within the City by providing high quality services and products to its residents.

TARGET MARKETS

The Program's priority is to provide support to businesses that fall under one or more of the following categories:

- 1) Businesses that fill vacant or existing commercial space.
- 2) Businesses that create new sustainable and livable wage jobs, such that individuals and families can meet basic needs while also maintaining self-sufficiency.
- 3) Businesses that retain and attract high quality employment opportunities that provide training and advancement within the business.
- 4) Businesses that provide unique or underrepresented services/goods to diversify the local economy.
- 5) Businesses that generate new taxable sales or Transient Occupancy Tax revenue.
- 6) Businesses that fall within one or more of the City's targeted industry sectors:
 - a. Post-secondary, professional or vocational education (North American Industry Classification System (NAICS) code categories 6112, 6113, 6114, or 6115)
 - b. Agriculture Manufacturing (NAICS code categories 3111-3115, 3117-3119, 3121, or 3253)
 - c. Medical technology and manufacturing (NAICS code categories 3254, 3391)
 - d. Retail Trade (NAICS code categories 45, 445110, or 722511)
 - e. Recreation, entertainment, lodging (NAICS code categories 512131, 711110, 711120, 711130, 712110, 712120, 712130, 712190, 713110, 713120, or 721110)
 - f. Technology (NAICS code categories 2211, 32519, 334418, 511210, 518, 541330, 54138, 5415, or 5417)
 - g. Office (NAICS code categories 621491, 621511, or 621512)

BUSINESS FEE ASSISTANCE

The City will consider, in its discretion, the provision of business fee assistance for certain building and/or development fees for industrial and commercial projects. Each project will be reviewed on a case-by-case basis and any incentives offered will be dependent on the type of

EXHIBIT A

project and its capital investment, as well as the project's ability to address one or all of the City's Target Markets. The City may provide the following incentives at its discretion:

- I. Development Impact Fee Reduction Via City Payment of Partial Fees
- II. Development Impact Fee Deferral Loans

The City will not consider the business fee assistance program for businesses or developments that do not satisfy the intent of the program and meet one or more of the City's Target Markets. The City will not consider the business fee incentive program for businesses or developments that are subject to active code violation enforcement unless the applicant did not cause or maintain the violation and the violation will be corrected as part of the project for which the assistance would be granted. .

Incentives offered will depend upon the benefits of each project as well as the availability of designated funds.

The City may annually designate funds available for the business fee incentive program from, but not limited to, the Community Enhancement Fund (Measure H). Assistance through this program shall be available only to the extent that the City has allocated funding for the program.

Upon the approval of any fee assistance, the applicant will enter into a Business Fee Assistance Agreement with the City which will provide that the funds designated for the business fee assistance program for that project shall be transferred to the funds to which fees would have been paid without the granting of the business fee assistance at the time that such fees become due.

ECONOMIC DEVELOPMENT GRANTS

The City will consider, in its discretion, a monetary grant based on the number of new jobs created, new revenue generated within the City, or other factors as determined by the City. The grant amount will be based upon the distinct contributions of each individual business to the community. Each project will be reviewed on a case-by-case basis and any incentives offered will be dependent on the type of project and its capital investment, as well as the project's ability to address one or all of the City's Target Markets. Grants may fund things such as rental assistance, equipment and furnishings, marketing, promotion or grand opening activities, or other items related to the opening or location of the business in the City as may be approved by the City.

The City will not consider the economic development grant program for businesses or developments that do not satisfy the intent of the program and meet one or more of the City's Target Markets. The City will not consider the economic development grant program for businesses or developments that are subject to active code violation enforcement unless the applicant did not cause or maintain the violation and the violation will be corrected as part of the project for which the assistance would be granted. Incentives offered will depend upon the benefits of each project as well as the availability of designated funds.

EXHIBIT A

The City may annually designate funds available for the economic development grant program from, but not limited to, the Community Enhancement Fund (Measure H). Assistance through this program shall be available only to the extent that the City has allocated funding for the program.

Upon the approval of any economic development grant, the applicant will enter into an economic development grant agreement, and funds will be dispersed as provided in the agreement.

GENERAL QUALIFYING CRITERIA

All assistance from the Business Fee Assistance and Economic Development Grant programs will be considered on a case-by-case basis. Assistance will only be considered for projects which meet one of the City's Target Markets and all applications for assistance for business these incentives will be subject to the following requirements:

- Applicants must document job creation, sales tax revenues, property tax revenues, the target market their business or project will address and/or other economic and community benefit.
- Applicants must plan to operate the business within the City limits for not less than five (5) years, if less than five years the incentive will need to be repaid based on a prorated amount or paid in full per terms of applicable incentive program received.
- A startup business or a business that has operated for less than one year must provide a business plan including a descriptive financing plan.
- Business fee assistance requests shall not exceed 70% of total required fees and will be subject to applicable tax and legal requirements as applicable by type of assistance.
- Accepting assistance from a local jurisdiction may trigger California prevailing wage requirements on any construction, capital improvements, or other applicable activities. In the event that prevailing wages are required, the recipient of the assistance will be responsible for compliance all prevailing wage requirements.
- Accepting assistance from a local jurisdiction may trigger tax consequences, such as the issuances of an IRS 1099 Form. It is the applicant's responsibility to consult with its own legal counsel regarding such tax consequences
- All requests exceeding \$100,000 will require the City to review, hold hearings, and report the incentive assistance. Information regarding the incentive recipients will include: name, address, purpose of incentive, projected tax revenue resulting from incentive assistance, and number of new jobs created. This information will be posted publicly on the City's website.

GENERAL APPLICATION AND APPROVAL PROCESS

Any business seeking business fee assistance or economic development grant incentives and meeting the above criteria should submit a written request to the City's Economic Development Department which shall include the following information:

- a) Type of business or development

EXHIBIT A

- b) Location
- c) Projected number, salary, and types of jobs that will be created
- d) Projected property tax, sales tax and Transient Occupancy Tax (if applicable) that will be generated
- e) The target market being addressed and a description of any other information that will further define the financial benefits and overall enhancements to the community that will be created by the project
- f) Specify the incentive amount requested and provide a description of total project costs and funds that are available to complete the project (e.g. bank loan, private investment, and personal equity.)
- g) All applicants will be subject to the City's financial credit review which will be conducted by an independent consultant contracted by the City.
- h) Provide a business pro-forma cash flow that details financial projections for a five year period.
- i) For a start-up business or those in business for less than 1 year –provide a business plan.
- j) If a build to suit, provide all signed leases with tenants.
- k) If business is to be operated out of leased space – proved signed letter of intent from landlord or lease if available.
- l) A non-refundable \$250 application fee.

Upon receipt of a request, the City's Economic Development Department will review the request and verify that the general qualifying criteria have been met. A financial credit review will be conducted by an independent consultant retained by the City to evaluate necessity and determine if funds are available.

Based on the financial review, the Economic Development Department may prepare a proposed incentive package and draft a Business Fee Assistance Agreement or Economic Development Grant Agreement for the City Manager and City Attorney review and approval. Based on the information provided in the application and financial review, the final agreement with the City may include provisions regarding the payment of prevailing wages and requirements for post-award monitoring and reporting to include reviewing sales data, employment records or other information to ensure anticipated jobs and/or tax revenue has been generated. For Incentives packages exceeding \$100,000, the City Manager will prepare the required reports and will make a recommendation and present it to Council for approval at a noticed public hearing.

If approved by the City Manager or by Council, the Business Fee Assistance Agreement or Economic Development Grant Agreement will be returned to applicant for signature.

2573231.1

Business Incentive Program

Economic Development Department

Background

- June 24, 2014 staff sought direction on incentive criteria
- Reviewed various jurisdictions to see commonly used incentives
- Heard from businesses about common needs
- Economic Development Department received Community Enhancement Funds

Tools for the Tool Box

- Revolving Loan Fund 
- Business Incentive Program
- Sign and Façade Program

Business Incentive Program

- Two Part Program

1. Business Fee Assistance

- § Assistance with City building and/or development fees – via a payment or a deferral loan
- § Maximum 70% of fees

2. Economic Development Grants

- § Provide direct assistance for items such as: rent, equipment and furnishing, marketing, promotion, or grand opening activities.

Business Incentive Program

- All assistance will be on a case-by-case basis
- Any assistance over \$100,000 will require Council approval
- Applicants will be required to enter into a formal agreement for funds.

Questions



MEMORANDUM

DATE: February 1, 2016
TO: Honorable Mayor and Council Members
FROM: Ashley Downton, Communications Specialist
SUBJECT: UPDATE ON RANCHO CORDOVA'S BRANDING CAMPAIGN



RECOMMENDATION

Provide direction to staff on the proposed change in strategy for the City's branding effort.

RESULT OF RECOMMENDED ACTION

Staff will proceed with implementing the City's brand strategy in contract with Crocker & Crocker.

BACKGROUND

In April 2014, the Rancho Cordova City Council approved a new branding campaign for the City of Rancho Cordova. The fresh take campaign included an infinity symbol as the logo and "A Fresh Take" as the slogan.

The City's Communications Department has spent the last two years implementing the brand in partnership with City departments and outside agencies to promote the positive image of Rancho Cordova and ask everyone to get "a fresh take" on Rancho Cordova. Accomplishments to date have included creating the Fresh Connect mobile application, branding the Community Enhancement Fund (Measure H) town hall meetings, Fresh Take photo contest, creating a monthly e-newsletter called Fresh News, along with much more.

The Department also created a Branding Strategic Communications Plan that was presented to the City Council on August 3, 2015. The working document includes a brand overview, accomplishments to date, projects in the works, and next steps (**Attachment 1**). One of the primary items includes a Request for Proposals to hire a marketing firm on retainer to assist with the branding campaigning. This resulted in the City contracting with Crocker & Crocker through June 30, 2017 (**Attachment 2**).

A branding committee was created to work with Crocker & Crocker including Council Member Linda Budge; Shelly Blanchard, Executive Director of the Cordova Community Council; Curt Haven, Economic Development Director; Ashley Downton, Communications Specialist; and Amanda Norton, Economic Development Manager. During initial meetings, the team analyzed the brand's impact and effectiveness over the last two years, and raised questions about the brand design, slogan, and strategy.

The consensus is that Rancho Cordova has evolved past the fresh take brand as a result of the rapid growth, development, innovation, and ongoing improvements in the City and Sacramento region as a whole. The campaign asks people to get “a fresh take” on Rancho Cordova, and it has accomplished this goal.

The committee and Crocker & Crocker propose a further step to distinguish Rancho Cordova with a more robust, strong, captivating, and maverick message. To accomplish this, the team is proposing to create a new branding campaign including a new logo and slogan that will position Rancho Cordova for the opportunities ahead.

FISCAL IMPACT

Contract No. 136-2015 was executed in November 2015 for a term to end on June 30, 2017 for a sum not to exceed \$95,000 (**Attachment 2**). The additional cost to create a new branding campaign will be included in this contract amount. If at such time an amendment to compensation is needed, it will be brought to the City Council for review.

Additional costs will be needed for branded materials such as business cards and letterhead, citywide street pole banners, giveaways, advertisements, banners and posters, and so forth.

ATTACHMENTS

1. Branding Strategic Communications Plan (working document).
2. Contract No. 136-2015 Professional Services Agreement between the City of Rancho Cordova and Crocker & Crocker.



City of Rancho Cordova, CA

Branding Strategic Communications Plan



TABLE OF CONTENTS

OVERVIEW	2
CITYWIDE GOALS	2
LOGO DESCRIPTION	2
BRAND NARRATIVE	3
BRANDING GOALS	4
STRATEGIC BRANDING CHANNELS/METHODS/PLANS	5
ACCOMPLISHMENTS TO DATE	5
IN THE WORKS	7
NEXT STEPS	9

OVERVIEW

The City of Rancho Cordova engaged in a strategic branding effort with Northstar Destination Strategies from 2012-14. The company created Rancho Cordova's first consistent brand from a logo to strapline to over 30 pages of brand action ideas. Outdated stereotypes and inaccurate portrayals of the community require the community wide brand to be effectively implemented. Since the brand is owned by none, our core purpose is to find ways to ensure it is used by all to build community pride and show why Rancho Cordova has a fresh take.

With input from the City's Branding Committee, staff has developed a two-year implementation strategy to build on the momentum of accomplishments to date. The goal is to engage residents, businesses, and visitors in understanding "a *Fresh Take*" and become ambassadors for the brand.

This strategy leverages opportunities to promote the positive image of Rancho Cordova at the local, regional, state, and national level.

CITYWIDE GOALS

1. Promote the positive image of Rancho Cordova
2. Ensure a safe, inviting and livable community
3. Empower responsible citizenship
4. Establish logical City boundaries that provide regional leadership and address financial challenges
5. Ensure the availability of the best public services in the region while practicing sound financial management
6. Drive diverse economic opportunities

LOGO DESCRIPTION

At the most literal level, the arrows and swooshes point to Rancho Cordova's rich aerospace history and future (including Aerojet, Mather Field airbase, and the California Capital Airshow). These points of reference offer strong associations for the Rancho Cordova audience. It also symbolizes the City's forward thinking and continual quest to be innovative. Finally, it includes an infinity symbol, expressing Rancho's infinite opportunities for growth and success. The symbol can also be construed as a pair of glasses asking you to look at the community with fresh eyes.

BRAND NARRATIVE

Some places are satisfied with the status quo. Comfortable resting on their laurels. Content keeping things the way they've always been.

And some places are always looking for new innovative approaches to everything from City leadership to infrastructure; economic development to education; and outdoor recreation to arts and culture. So that every day offers new opportunity and new discovery. And every visit offers a fresh take on a City you thought you already knew.

Welcome to Rancho Cordova, California, near Sacramento on Highway 50. The people who lead, live, work, create, and recreate in this can-do community are all about forward movement...so something exciting is always happening.

This fresh approach to living was evident on July 1st, 2003 when 77% of Rancho Cordova's citizenry voted to incorporate. That's no small step down the path of progress, that's a big, optimistic jump, and that spirit has continued to guide all we do. Today, out-of-the-box thinking is paying off in everything from how the City works to how many people work here in the City.

Part of Rancho Cordova's fresh vision is an emphasis on seeing beyond the obvious, to find innovative ways to reach for more, and Rancho Cordova's City government walks that walk - literally in some cases. Case in point: the "Business Walks" when City officials walk the streets and speak directly with business owners.

Another fresh take on business translates into infrastructure improvements including the addition of many campus-like buildings (the best value in the region) that would be ideal for a corporate headquarters. Our ultimate goal is to attract more new businesses into the fold creating an even bigger business community. A pretty impressive feat when you consider 48,000 people currently work in the City making it the area's largest employment sub-center.

And businesses as well as residents and guests find the Fabulous 50 Corridor is a key asset for providing access to the area's higher education institutions, airports, recreation, and all of Sacramento's amenities.

Of course, all of that innovation is just a small part of the City government's overall entrepreneurial approach to operating that has also helped maintain a balanced budget for 10 years in a row, win numerous green awards for sustainable building designs, create new roadways, and refurbish older problem properties with the goal of improving appearance and value.

In a more interpersonal sense, Rancho Cordova positions people for a fresh take on life, enabling you to see outside yourself and the limits of your experience, to be inclusive of other's views. As part of the City government's entrepreneurial approach to moving forward, the City invites communication and stimulates it by giving residents a bigger voice, and turning that voice into a vehicle for change. Because we are more engaged with residents, they have brokered a new feeling of unity and shared purpose. The end result is a town that pulls together around a sense of being a part of something bigger: a City's rebirth, which is on colorful display in the many annual festivals and events like the breathtaking California Capital Airshow.

Most literally, in Rancho Cordova, a fresh take comes to life in all the clear air and pristine scenery you can imagine along our 10-mile stretch of access to the American River Parkway. People who haven't been to the City in a while are amazed by this beautiful spacious playground for local and visiting outdoor lovers.

They also marvel at the vibrancy and vitality on display in the renovated buildings, or in new buildings like the Rancho Cordova Events Center, big and versatile enough at 71,000 sq. ft. to provide a stage for sporting tournaments as well as corporate events and trade shows.

From municipal leaders to business leaders, educators to entrepreneurs, families to friends, people in Rancho Cordova are encouraged to explore fresh ideas and new ways of doing things. Because this is a City where bigger thinking leads to brighter living. Where possibilities are infinite. And every day serves up a fresh take on life.

BRANDING GOALS

1. Promote the positive image of Rancho Cordova.
2. Prioritize both short and long-term strategies and tactics, including a timeline.

3. Employ a variety of communication, public relations, marketing, and advertising tools.
4. Engage Rancho Cordova's citizens, businesses & visitors.
5. Enable target audiences to connect and interact with the City and use feedback to further build the City's brand.
6. Provide opportunities for target audiences to become advocates.
7. Effectively tell Rancho Cordova's brand narrative.

STRATEGIC BRANDING CHANNELS/METHODS/PLAN

ACCOMPLISHMENTS TO DATE

The Branding Committee has been diligently working since the final brand was approved in summer 2014 to build a foundation for the "Fresh Take" campaign. The following are accomplishments to date:

1. Educated employees about the brand as follows:
 - a. Conducted an "All Hands" event in City Hall for staff to discuss the meaning of the brand, how should it be used, and why it matters.
 - b. Provided "Welcome to the Brand" kits - polo shirts, mugs, tumblers, business cards, pens, notepads, cell phone/tablet holders, cleaning cloth for smart devices, nametags, etc.
 - c. Added the brand to license plate holders on all City vehicles.
 - d. Provided a web link for staff to access the brand, including:
 - i. Logos
 - ii. Branded documents - letterhead, business cards, envelopes, forms, templates, PowerPoint presentation, emails, Friday Memo, maps, proposals, news releases, financial reports, direct mail, speeches, all Council meeting documents, etc.
 - e. Rebranded the employee stairwell to show the logo, colors, and feel of the brand.
2. Launched Fresh Connect online service request system and mobile app to disseminate the brand and current information.
3. Branded all giveaways - bags, license plate frames, window decals, pens, cell phone/tablet holders, cleaning cloth for smart devices, polo shirts, mugs, tumblers, sunglasses, etc.
4. Invested in Trade Show Booth materials - tablecloths, pop-up banners, lawn signs, vehicle wrap, etc.

5. Partnered with Cordova Community Council to brand all marketing materials.
6. Partnered with California Capital Airshow to brand all marketing materials.
7. Partnered with Rancho Cordova Travel and Tourism to include brand in all marketing materials.
8. Leveraged Community Enhancement Fund Town Hall meetings to showcase the brand.
 - a. Developed the look and feel of the brand in the site dress including tablecloths, pop up banners, lawn signs, vehicle wrap, advertising boards, postcards and door hangers distributed in advance, What's New video, table top signs, etc.
 - b. Produced key messages about the process, criteria, facilitator, staff presentation, and Mayor's Presentation that showcased the brand.
 - c. Developed a three-minute video about the town hall meetings to drive attendance that embodied the brand. It was high energy, image-driven, included B-Roll footage, included Man-On-The-Street interviews, included messaging on brand and the meetings, etc.
9. Re-branded the print edition of City Views (through final edition in Summer 2015).
10. Created and launched a monthly e-newsletter called Fresh News that fully embodies the brand including colors, graphics, language, etc.
11. Created and launched AFreshTake.org portal that fully embodies the brand including colors, graphics, language, advertisements, etc.
12. Created and launched an Instagram page to feature "Fresh Faces." Launched sub-campaigns including:
 - a. Fresh Take Photo Contest - received over 300 entries and selected 19 winners. All winners were featured in the debut of the "Second Floor Art Gallery" at City Hall and highlighted at an art show. Continues to be at City Hall.
 - b. #MondayMeal recipe campaign
 - c. #ThrowbackThursday historical photos campaign
 - d. #FreshTakeFriday weekend events campaign
13. Hosted a Rancho Cordova Night at the Kings and built brand awareness.
14. Converted the second floor display case at City Hall to include everything fresh and new.
15. Branded Twitter, YouTube, and Facebook accounts with the Fresh Take logo and advertisements.
16. Branded all annual events to include a Fresh Take.
 - a. Including iFest, Kids Day, 4th of July booth, 4th of July parade, etc.

17. Both the Cordova Community Council and Rancho Cordova Travel and Tourism websites feature the new brand.
18. Branded the monitors and screen graphics on public access TVs, City Hall lobby areas, Council meetings, etc.
19. Branded yard signs for use in the Community Engagement Program, CalHome Program, and Community Enhancement Fund program.
20. Branded Economic Development marketing materials specifically for the International Council of Shopping Centers conference.
 - a. One sheet about retail in Rancho Cordova, demographics, etc.
 - b. Promotional video that showcased A Fresh Take on business.
21. Created a customized branding logo for Economic Development.
22. Created a Fresh Take campaign surrounding the Community Enhancement Fund opportunities and selected projects, Fresh Take Grant Application.
 - a. Promote regular stories on successful projects and the impact on the community.
23. Issued an RFP and hired a contractor to help with implementation of the brand (focus on graphic design, videography, and creative development).

IN THE WORKS

1. Currently redesigning the City website to fully embody the brand.
 - a. Prepare a page that talks about the brand and makes the case for the brand.
 - b. Prepare materials/posts with the brand and which treats content in different ways (see i-iii below). This results in a nice set of articles that gives first-time visitors a great first impression (or “fresh take”) of the types of content to expect in the future.
 - i. Analytical/rational content: This is for the audience that is looking for data-driven reasons for people to get a “fresh take” on Rancho Cordova and might include:
 1. Favorable crime statistics.
 2. Miles of roads repaved or sidewalks installed.
 3. City investments in infrastructure, such as City Hall, Folsom Boulevard, International Drive bridge, etc.
 - ii. Philosophical/theoretical content: This is for the audience that cares about theory and emotion. An example of this would be: 10 reasons to get a fresh take on Rancho Cordova, and include items like fun activities, affordable living, Fresh Connect, arts activities, etc.

- iii. Case studies and how to content: This is the fun part of the content and is made up of examples, experiences, and results from local people and businesses. These could include a business success story, birth of a successful arts community, or how unique people and organizations are meeting needs – Project 680, Police Activities League or Cordova Community Council. This is the place to write less about what you want to say and more about what people want to read.
- 2. Create a new Economic Development website to fully embody the brand and a “Fresh Take on business”.
- 3. Design and install new pole banners throughout the City.
 - a. Leverage the “Fresh Take” language and images to develop striking designs that quickly explain the brand.
 - i. Future phases could include A Fresh Take on Flying/California Capital Airshow, A Fresh Take on Summer Fun/Movies and Concerts, A Fresh Take on Childhood/Kids Day, A Fresh Take on Understanding/iFest, A Fresh Take on Adventure/American River, etc.
- 4. Explore a biannual, printed and mailed publication, *Fresh Progress*, for citizens who desire a paper publication in the wake of City Views moving to an electronic format. This has a budget implication that must be examined.
- 5. Engage an internal matrix team, including Facilities staff, to rapidly develop and implement the branding of City Hall staff areas. Explore existing funding in Facilities and other departments for painting and other improvements, perhaps starting with employee breakrooms.
- 6. Develop advertisements for Highway 50 electronic billboard.
- 7. Develop Fresh Take materials for:
 - a. Farm to Fork restaurants, grocers or markets, growers, etc.
 - b. Fresh Take on Happy Hour at local restaurants
 - c. Restaurant guide
- 8. Work on launch of Open Data initiative for a fresh take on transparency and accountability.
- 9. Work on Digital Democracy initiative to allow citizens to attend public meetings anytime and anywhere, and express opinions and share feedback and great ideas.
- 10. Work with Rancho Cordova Travel and Tourism Corporation on a technology tool to highlight amenities, recreation, restaurants, etc. and be able to geo-locate what’s nearby.

11. Explore simple, elegant entryway signage at major locations in the City.

NEXT STEPS

General Community Specific

1. Explore Phase 2 of the pole banners with dual banner imaging. This project could include an art contest for banner designs.
2. Explore advertising opportunities to spread the brand regionally/nationally such as Sacramento International Airport.
3. Engage Clear Channel regarding complimentary posting on other billboard locations in their market to further existing efforts.
4. Work in partnership with Volunteer Coordinator to organize 48-hour Fresh Take events with teams of volunteers completely rehabbing parks or vacant buildings. Create merchandise and signage that celebrates the program.
5. Develop videos that showcase different examples of how people have gotten a fresh take on living in Rancho Cordova. Share these videos on the City's YouTube channel.
6. Work with other departments in naming or renaming initiatives in the spirit of the brand.
7. Develop contests between City departments for ideas on how Rancho Cordova can communicate that the community offers a fresh perspective on what's important. This group can undertake great projects like the following:
 - a. Clean blighted areas
 - b. Lead scholarship efforts
 - c. Organize book drives
 - d. Revitalize vacant buildings
 - e. Motivate health and fitness programs
 - f. Engage retirees as mentors for students, youth, or entrepreneurs
 - g. Visit long-term patients at area facilities
 - h. Partner with local organizations for philanthropic efforts like food drives
8. Find new ways to showcase the brand at annual events, e.g., Kids Day, iFest, 4th of July, etc.
9. Leverage Digital Democracy to engage citizens in sharing ideas such as "What's your fresh take on how to better run the City?"
10. Launch a social media campaign in partnership with the Rancho Cordova Police Department to collect emails, generate signups for social networks, and increase usage of Fresh Connect. Focus on highlighting citizen success stories when promoting an event, news item, campaign, etc.

- a. Run a second Fresh Take photo contest on all social media platforms.
 - b. Incorporate City volunteer efforts.
11. Incorporate the campaign into all local schools by purchasing a branded folder or other item for every K-12 student.
12. Explore a Fresh Take 72-hour events that would function similar to hackathons, pitching and discussing ideas. This opportunity will become more developed as we launch the Open Data initiative.
13. Explore ways to develop the Farm-to-Fork movement in Rancho Cordova.
 - a. Encourage chefs and farmers to collaborate on “a fresh take on al fresco” farm to table events.
14. Explore ways to incorporate the brand to local recreational sports leagues or high school teams (RCAA partnership). Could include supplying a patch to the teams at the beginning of the season to affix to uniforms, or supplying logo to be screen-printed on uniforms.
15. Leverage January 1st as a big day in Rancho Cordova by encouraging people to post their Fresh Resolutions – could be a signature event.
16. Incorporate a Fresh Take logo painting stencil or other item for children to use at the Sacramento Children’s Museum. Find additional ways for the Museum to showcase the fresh take brand into their marketing.
17. Partner with Rancho Cordova Arts to hold an art contest that will be judged by City Council and/or community leaders. The content could be for interpretations on the Fresh Take logo, poster series celebrating citizens who enjoy a fresh take on living, pole banners, etc.
18. Explore painting of sidewalks and crosswalks.
19. Explore a Citywide calendar that functions like Sacramento 365.
20. Explore Citywide volunteer opportunities portal.

Economic Development Specific

1. Partner with Rancho Cordova Chamber of Commerce to promote the Fresh Take brand.
2. Organize a first class “fresh take tour” for residential and commercial real estate brokers, hopefully turning them into fresh take ambassadors.
3. Explore advertising opportunities to hit target markets at the local, regional, state, and national level such as Sacramento International Airport, Comstock’s, Sacramento Business Journal, Site Selector Magazine, etc.
4. Rejuvenate the Fresh Take awards for local businesses. Awarded KP International Market, American River Brewing Company, and Barco.
5. Local businesses showcase the brand.

- a. Meet with local businesses to incorporate logo into their materials and marketing efforts.
- b. Provide branding toolkit for businesses – flash drive with research, logos, branding standards guide, etc.
 - i. Incorporate brand into existing business programming and publications.
 - ii. Incorporate brand into menus or events – fresh take awards, fresh take item of the month, etc.
- c. Provide window clings that say “Come on in for a fresh take on...dining, shopping, technology, etc.”
- d. Provide stickers to place on retail boxes/bags, shipping materials, etc.
- e. Partner with local businesses, realtors, etc. to market the brand depending on the industry. Examples of efforts:
 - i. Groceries, delis, and restaurants could offer co-branded Fresh Take Out menus and packaging.
 - ii. Sutter, Dignity Health, and Kaiser should use the brand to organize wellness programs.
 - iii. Coffee houses can sell Fresh Take blends.
 - iv. Floral vendors at your Farmers Market should offer Fresh Take bouquets (packaged as gifts ready to give).
 - v. Newspapers serving Rancho Cordova can use brand elements for lifestyle and business features about fresh perspectives among businesses or individuals in different pursuits. This is great content to feature in the economic development folders.
 - vi. Rancho Cordova businesses could offer Fresh Take First Friday Discounts each month (with reusable signage and promotional materials).
 - vii. Businesses could host Take a Fresh 5 events where 5% of sales by participating businesses are donated to a different charity each quarter.
 - viii. Restaurants could use the Rancho Cordova logo or logo arrows as an icon to feature next to healthy menu items or those with local, fresh produce, meats, or cheeses.
 - ix. The Farmers Market can benefit from partnering with the brand for locally grown, healthy produce.

- x. Fitness retailers can use the brand in local campaigns to start a fresh take on fitness.
 - xi. Realtors and mortgage bankers could collaborate in offering a fresh take on first time home buying.
 - xii. KP International Market is a perfect partner to promote fresh flavors, fresh foods, and a fresh take on menu planning with display, cookbooks, signage, banners, and events.
 - xiii. Any corporation or business could participate in the brand with employees by encouraging Fresh Take Breaks for yoga, meditation, exercise, or just comfortable conversation. It will aid productivity.
6. Update the Economic Development Vitality E-Newsletter to promote the fresh take brand – not just the logo.
 - a. Include a “Fresh Takes” column to showcase a different business each time and highlight ways they are innovating their service or product, rewarding employees, or celebrating community service programs and opportunities.
 - b. Find ways to grow the e-newsletter database with business professionals that work in the City.
 7. Create a “nice” giveaway to local businesses for awards or otherwise.
 - a. Could partner with VSP for sunglasses and custom cases.
 8. Prepare for upcoming conferences with trade show materials – Economic Development specific banners, giveaways, stories about successful businesses, etc.
 9. Host a Fresh Take Fest catered to those who work in Rancho Cordova. Show the business community what they can do for fun in Rancho Cordova. Event could be held during the lunch hour in the business community.
 10. Work with industrial and business parks in Rancho Cordova to integrate brand colors, signs, pole banners, flags, etc. to help create a branded sense of place. Industrial space often presents significant exterior space that can be perfect for subtle integration of the graphic logo in brand colors.
 11. Develop a recruitment folder for businesses that may want to locate in Rancho Cordova. Consider branding this in a dynamic one-sheet format called Fresh Take on Business.

CONTRACT NO.: 136-2015

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND
CROCKER & CROCKER**

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and Crocker & Crocker, a public and consumer engagement firm ("Professional") as of November 16, 2015.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Professional shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2017, the date of completion specified in Exhibit A. Professional shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Professional to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Professional shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Professional is engaged in the geographical area in which Professional practices its profession. Professional shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Professional's profession.
- 1.3 **Assignment of Personnel.** Professional shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Professional shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Professional shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Professional's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Professional a sum not to exceed \$95,000, notwithstanding any contrary indications that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Professional's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Professional for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Professional for services rendered pursuant to this Agreement. Professional shall submit all

Last Revised July 31, 2012

CONTRACT NO.: 136-2015

invoices to City in the manner specified herein. Except as specifically authorized by City, Professional shall not bill City for duplicate services performed by more than one person.

Professional and City acknowledge and agree that compensation paid by City to Professional under this Agreement is based upon Professional's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Professional. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Professional and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Professional shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Professional and each employee, agent, and subcontractor of Professional performing services hereunder, as well as a separate notice when the total number of hours of work by Professional and any individual employee, agent, or subcontractor of Professional reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
- The Professional's signature.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Professional.

2.3 Final Payment. City shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 Total Payment. City shall pay for the services to be rendered by Professional pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever

Last Revised July 31, 2012

CONTRACT NO.: 136-2015

incurred by Professional in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Professional submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- 2.5 **Hourly Fees.** Fees for work performed by Professional on an hourly basis shall not exceed the amounts shown on the fee schedule set forth in Exhibit B.
- 2.6 **Reimbursable Expenses.** Reimbursable expenses, if any, are set forth in Exhibit B, and shall not exceed zero dollars (\$0.00). Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 **Payment of Taxes.** Professional is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 **Payment upon Termination.** In the event that the City or Professional terminates this Agreement pursuant to Section 8, the City shall compensate the Professional for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Professional shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.9 **Authorization to Perform Services.** The Professional is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Professional shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Professional only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Professional's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Professional, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of

Last Revised July 31, 2012

CONTRACT NO.: 136-2015

the work hereunder by the Professional and its agents, representatives, employees, and subcontractors. Professional shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Professional shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Professional's bid. Professional shall not allow any subcontractor to commence work on any subcontract until Professional has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Professional shall maintain all required insurance listed herein for the duration of this Agreement.

- 4.1 Workers' Compensation.** Professional shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Professional. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Professional may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Professional, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

The requirement to maintain Statutory Worker's Compensation and Employer's Liability Insurance insurance may be waived by the City upon written verification that Professional does not have any employees.

4.2 Commercial General and Automobile Liability Insurance.

- 4.2.1 General requirements.** Professional, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00). The commercial general liability and automobile liability insurance shall be per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a commercial general liability insurance or an automobile liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to

Last Revised July 31, 2012

CONTRACT NO.: 136-2015

the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Professional, including the insured's general supervision of Professional; products and completed operations of Professional; premises owned, occupied, or used by Professional; and automobiles owned, leased, or used by the Professional. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of Professional to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within

Last Revised July 31, 2012

CONTRACT NO.: 136-2015

fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

- 4.3 Professional Liability Insurance.** Professional, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

4.3.1 Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.2 An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

4.3.3 The following provisions shall apply if the professional liability coverages are written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Professional must provide extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work. The City shall have the right to exercise, at the Professional's sole cost and expense, any extended reporting provisions of the policy, if the Professional cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Professional shall furnish City with certificates of insurance and with original

Last Revised July 31, 2012

CONTRACT NO.: 136-2015

endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

4.4.3 Subcontractors. Professional shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4.4 Deductibles and Self-Insured Retentions. Professional shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Professional may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Professional procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

4.4.5 Waiver of Subrogation. Professional hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Professional, its employees, agents, and subcontractors.

4.4.6 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Professional shall provide written notice to City at Professional's earliest possible opportunity and in no case later than five (5) days after Professional is notified of the change in coverage.

4.5 Remedies. In addition to any other remedies City may have if Professional fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Professional's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

Last Revised July 31, 2012

CONTRACT NO.: 136-2015

- Order Professional to stop work under this Agreement or withhold any payment that becomes due to Professional hereunder, or both stop work and withhold any payment, until Professional demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND PROFESSIONAL'S RESPONSIBILITIES.

- 5.1 General Requirement.** Professional shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Professional or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Professional shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Professional or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Professional to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Professional from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Professional acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.2 PERS Indemnification.** In the event that Professional or any employee, agent, or subcontractor of Professional providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Professional shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Professional or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
- 5.3 Design Professionals.** Notwithstanding Sections 5.1 and 5.2, to the extent that the services under this Agreement include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time,

Last Revised July 31, 2012

CONTRACT NO.: 136-2015

Professional's duty to indemnify shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

Section 6. STATUS OF PROFESSIONAL.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Professional shall be an independent contractor as defined in Labor Code Section 3353, and shall not be an employee of City. Nothing contained in this Agreement shall be construed to be inconsistent with the foregoing relationship or status. City shall have the right to control Professional only insofar as the results of Professional's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Professional accomplishes services rendered pursuant to this Agreement. Professional shall have no power or authority by this Agreement to bind the City in any respect. All employees and agents hired or retained by Professional are employees and agents of Professional and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Professional by any such employees or agents, or any other person resulting from performance of this Agreement.

Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Professional and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits. Professional shall not allow any employee to become eligible for a claim for PERS benefits.

- 6.2 Professional Not an Agent.** Except as City may specify in writing, Professional shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Professional shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Professional and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Professional's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

Last Revised July 31, 2012

CONTRACT NO.: 136-2015

- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Professional and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Professional represents and warrants to City that Professional and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Professional represents and warrants to City that Professional and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Professional and any subcontractors shall obtain and maintain valid Business Licenses from City during the term of this Agreement.
- 7.5 Nondiscrimination and Equal Opportunity.** Professional shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Professional under this Agreement. Professional shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Professional thereby.

Professional shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Professional.

Professional may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Professional shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Professional delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Professional or prepared by or for Professional or the City in connection with this Agreement.

Last Revised July 31, 2012

CONTRACT NO.: 136-2015

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Professional understands and agrees that, if City grants such an extension, City shall have no obligation to provide Professional with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Professional for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 Assignment and Subcontracting.** City and Professional recognize and agree that this Agreement contemplates personal performance by Professional and is based upon a determination of Professional's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Professional. Professional may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Professional shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Professional shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Professional.** If Professional materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Professional pursuant to this Agreement;
 - 8.6.3** Retain a different Professional to complete the work described in Exhibit A not finished by Professional; or
 - 8.6.4** Charge Professional the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Professional pursuant to Section 2 if Professional had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

Last Revised July 31, 2012

CONTRACT NO.: 136-2015

- 9.1 Records Created as Part of Professional's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Professional prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Professional hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Professional agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 9.2 Professional's Books and Records.** Professional shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Professional pursuant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Professional to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Sacramento or in the United States District Court for the Eastern District of California.

Last Revised July 31, 2012

CONTRACT NO.: 136-2015

- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Use of Recycled Products.** Professional shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Professional may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Professional in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Professional shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Professional hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Professional was an employee, agent, appointee, or official of the City in the previous twelve months, Professional warrants that it did not participate in any manner in the forming of this Agreement. Professional understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Professional will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Professional will be required to reimburse the City for any sums paid to the Professional. Professional understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 10.8 Solicitation.** Professional agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered by Ashley Downton, Communications Specialist ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

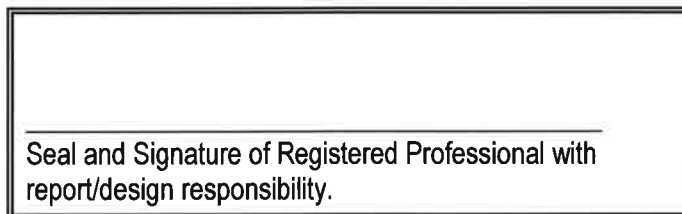
Last Revised July 31, 2012

CONTRACT NO.: 136-2015

- 10.10 Notices.** Any written notice to Professional shall be sent to:
 Scot Crocker, Partner
 Crocker & Crocker
 1614 19th Street
 Sacramento, CA 95811
 Email Address (for Insurance Update Requests)
 scot@crockercrocker.com

Any written notice to City shall be sent to:
 Ashley Downton, Communications Specialist
 City of Rancho Cordova
 2729 Prospect Park Drive
 Rancho Cordova, CA 95670

- 10.11 Professional Seal.** Where applicable in the determination of the contract administrator or when required by law, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.

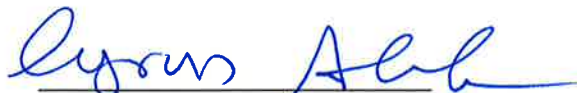


- 10.12 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, and the compensation schedule attached hereto and incorporated herein as Exhibit B, represents the entire and integrated agreement between City and Professional and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 10.13 IRS Form W-9.** Professional shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have authority to waive this requirement.

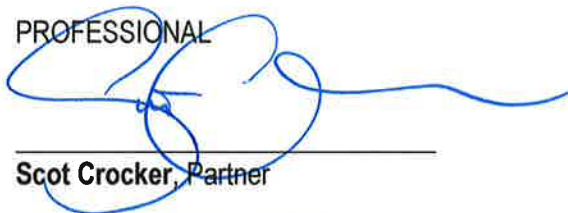
CONTRACT NO.: 136-2015

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above, which date shall be considered by the Parties to be the effective date of this Agreement.

CITY OF RANCHO CORDOVA

**Cyrus Abhar**, City ManagerDate: 12-3-15

PROFESSIONAL

**Scot Crocker**, PartnerDate: 11-17-15

Attest:

**Mindy Cuppy**, MMC, City ClerkDate: 12-3-15

Approved as to Form:

**Adam Lindgren**, City AttorneyDate: 12/3/15

Last Revised July 31, 2012

CONTRACT NO.: 136-2015

EXHIBIT A
SCOPE OF SERVICES

See Attachment 1.

CONTRACT NO.: 136-2015

EXHIBIT B
COMPENSATION SCHEDULE

See Attachment 1.

1.1001 1751412.3

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova CA 95670

Purchase Order

Purchase Order No.	PO2016-00063
Date	11/20/2015

Vendor: CROC0001

Crocker & Crocker
1614 19th Street
Sacramento CA 95811

Contract Number:

^a Changed Since the Previous Revision

L/N	Item Number	Description	Req. Date	U/M	Ordered	Unit Price	Ext. Price
Shipping Method		Reference Number	FOB				
1	CONSULTING SERVICES		11/16/2015	Each	95,000.00	\$1.00	\$95,000.00
		BRAND CONSULTING					
	1000-2050-54107						

Subtotal	\$95,000.00
Trade Discount	\$0.00
Freight	\$0.00
Miscellaneous	\$0.00
Tax	\$0.00
Order Total	\$95,000.00


Authorized Signature

City of Rancho Cordova Contract Routing Form

Complete all fields and use n/a if not applicable.

1. Contractor/Company name: Crocker & Crocker
2. Services to be Provided (Description for PO): Brand Consulting
3. Resolution Number and Council Adoption Date: N/A
4. Responsible Person and Department: Ashley Downton, Communications Specialist

5. Contract Activity:

	Contract #	Amount	Expiration	Cumulative Amount
Original	136-2015	\$95,000	June 30, 2017	\$95,000
Amendment 1				
Amendment 2				
Amendment 3				

- ☒ W-9 Attached or on file ☒ 590 Attached or on file

6. Budget Expense Account Number: 1000-2050-54107
7. Project Number: _____
8. Grant Number: _____ (attach Grantor Procurement Requirements)
9. PO Number: PO2016-00063 Vendor ID: CROCCOOL

10. Competitive Bid Process (choose 1)

- ☐ Publically Bid (Clerk initials that documents are on file: _____)
- ☒ Informal Bid (Evidence attached. Required for purchase of supplies/equipment greater than \$20,000.)
- ☐ Not Required. Why? _____

11. Department Head Initial and Date: AD 11/20/15

12. Risk Manager Initial and Date: LB 11/24/15

- ☐ Standard required insurance with endorsement attached
- ☒ List modified insurance:
- ☐ General _____ ☐ Auto _____
- ☐ Professional \$1 million _____ ☐ Workers Compensation _____

Justification: Reduction approved by Liisa Behrends and Leticia Ramirez

(attach approval e-mail or checklist)

13. City Attorney Review Initial and Date: LC 12/3/15

(Check One)

- ☐ Professional Services Agreement - Amendment (PSA-A) Template Used
- ☒ Professional Services Agreement (PSA) Template Used
- ☐ Professional Services Agreement - Short Form (PSA-S) Template Used
- ☐ General Services Agreement (GSA) Template Used
- ☐ Construction Services Agreement (CSA) Template Used
- ☐ Franchise Agreement
- ☐ Custom Agreement AND E-mail Approval is Attached
- ☐ City Attorney Drafted AND E-mail Approval is Attached
- ☐ City Attorney Reviewed AND E-mail Approval is Attached
- ☐ Modification of Template AND Redline of Changes to Template is Attached

Routing Notes:

RECVD 11/20

CMPL 11/20

INTL EP

= if template modified at all, include redline version • = document attached

"P:\Contracts\Contract Routing Transmittal Form.pdf"

Rev. 4-17-13

Update on Rancho Cordova's Branding Campaign

**Ashley Downton, Communications Specialist
City of Rancho Cordova**

**Scot Crocker, Partner
Crocker & Crocker**

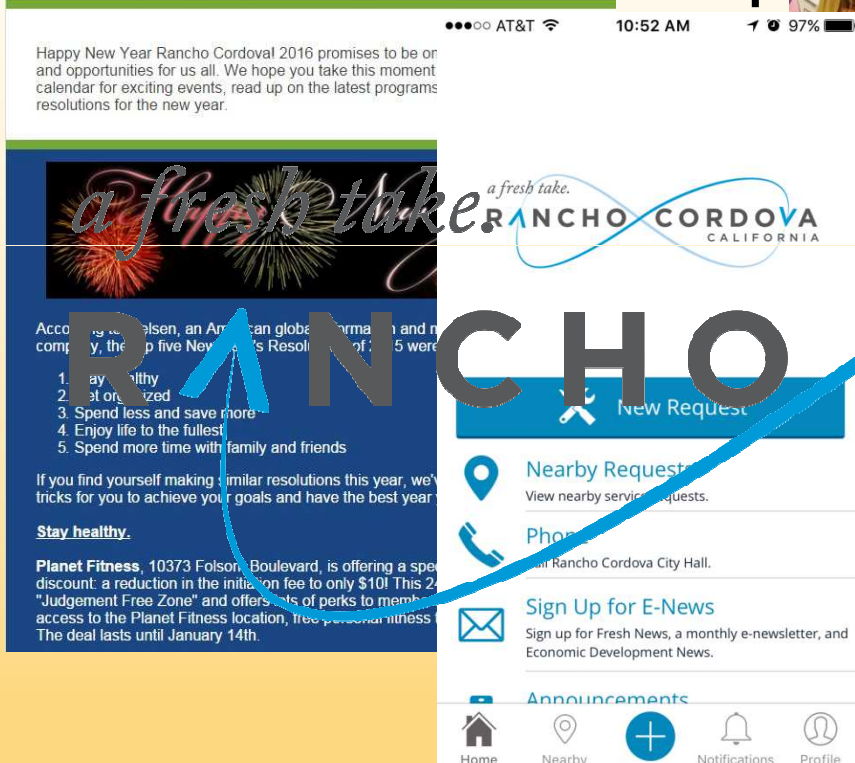


aFreshTake.org

Where We Have Been



Approach "Fresh Take"



a fresh take.
RANCHO CORDOVA
CALIFORNIA

aFreshTake.org

Where We Have Been



City of Rancho Cordova, CA Branding Strategic Communications Plan



& Crocker

re th
ited
with



City of Rancho Cordova, CA Request for Proposals Branding Campaign



aFreshTake.org

Where We Are Now

- Questions on the brand design, slogan, and strategy
- Evolved past the “A Fresh Take” brand
- Seeking a maverick and robust message

Proposal

- Create a new branding campaign including a new logo and slogan
- No additional cost to existing contract at this time
- Additional costs needed for branded materials

Discussion & Questions