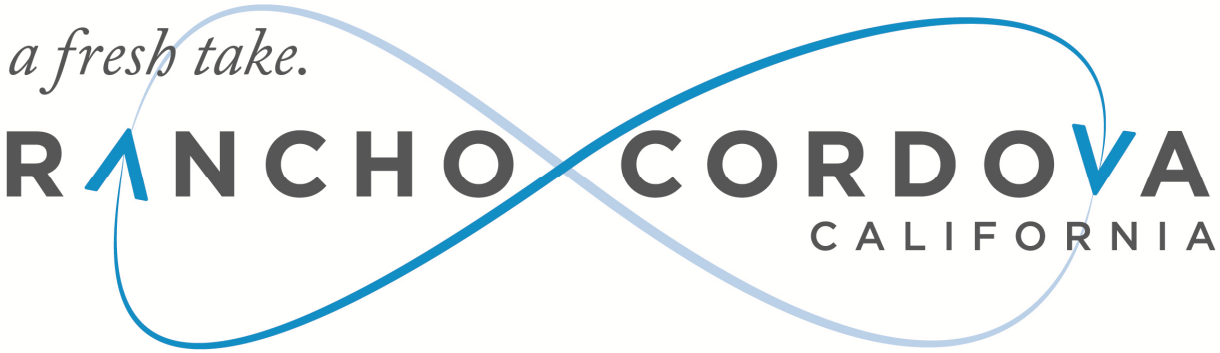
CITY OF RANCHO CORDOVA



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

Monday, June 20, 2016

5:30 PM – Regular Meeting

AMENDED 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, June 20, 2016

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

AMENDED AGENDA

1. REGULAR MEETING - CALL TO ORDER / ROLL CALL

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

3. PLEDGE OF ALLEGIANCE

4. INVOCATION

Mark Shetler from River City Christian Church will give the invocation.

5. PRESENTATIONS

5.1 Presentation of Proclamation to Matthew Marsom of Regional Asthma Management and Prevention Recognizing National Healthy Homes Month.

5.2 Introduction of Kim Juran-Karageorgiou, Chief Financial Officer by City Manager Cyrus Abhar.

6. PUBLIC COMMENT

7. COUNCIL REPORTS

8. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

8.1 **Subject:** Meeting Minutes of June 6, 2016 Regular Meeting.
Recommendation: Adopt minutes.

8.2 **Subject:** Ordinance Amending Sections 16.83.105 and 16.84.065 of the Rancho Cordova Municipal Code to Allow for a Three-year Extension of the Fee Deferral Program for Certain Development Impact Fees.
Recommendation: Waive the second reading and adopt Ordinance No. 4-2016.
Result of Recommended Action: If adopted, this ordinance would amend sections of the Municipal Code to allow for the City's previously adopted development impact fee deferral program to continue for another three years. City Manager approval is required for any deferrals.
Staff Report: Adam Lindgren, City Attorney.
Advances Goals: 1, 2, 5, 6.

8.3 **Subject:** Resolution Amending Resolution 9-2016 for Appropriations Limit for 2014/15 and 2015/16 and Adopting the Appropriation Limit for FY 2016/17.
Recommendation: Adopt Resolution No. 54-2016, approving the appropriations limit for the fiscal year 2016/17, making the annual election for adjustment factors and amending Resolution No. 9-2016 for fiscal years 2014/15 and 2015/16.
Result of Recommended Action: Approval of this resolution will ensure compliance with state law.
Staff Report: Liisa Behrends, Senior Accountant.
Advances Goal: 5.

8.4 **Subject:** Resolution Designating Voting Delegate and Alternates for the 2016 League of California Cities Annual Business Meeting.
Recommendation: Adopt Resolution No. 70-2016.
Result of Recommended Action: The Voting Delegate or Alternate will be able to represent the City by voting at the Annual Business Meeting at the League of California Cities Conference.
Staff Report: Mindy Cuppy, City Clerk.
Advances Goals: 1, 3.

8.5 **Subject:** Resolution Authorizing the City Manager to Execute Contract No. 59-2016 with Mark Thomas & Company, Inc. in the Amount of $525,447 to Design Phase Five of the Folsom Boulevard Streetscape Enhancement Project.
Recommendation: Adopt Resolution No. 63-2016.
Result of Recommended Action: Adoption of Resolution No. 63-2016 will authorize the City Manager to execute Contract No. 59-2016 with Mark Thomas & Company, Inc. in the amount of $525,447 to design the Folsom Phase Five Streetscape Enhancement Project.
Staff Report: Albert Stricker, Interim Public Works Director and Omid Vaziri, Assistant Civil Engineer.
Advances Goals: 1, 2, 5.

8.6 **Subject:** Resolution Authorizing the City Manager to Execute a Two Year Contract with the Sacramento Regional Transit District for Light Rail Station Maintenance Services in the Amount of $161,040.
Recommendation: Adopt Resolution No. 67-2016.
Result of Recommended Action: Adoption of this resolution authorizes the City Manager to execute a contract with the Sacramento Regional Transit District ("RT") for

light rail station maintenance services, which allows the City to continue to provide maintenance services at the four light rail stations in Rancho Cordova through June 30, 2018.
Staff Report: Albert Stricker, Public Works Director and Steve Harriman, Operations and Maintenance Division Manager.
Advances Goals: 1, 2, 5.

8.7 **Subject:** Resolution Authorizing the City Manager to Execute the Fourth Amendment to the first Restated Grant Agreement between the City of Rancho Cordova and the Cordova Community Council Foundation, increasing the grant by $460,000 for FY 2016-17.
Recommendation: Adopt Resolution No. 69-2016.
Result of Recommended Action: The City will make additional funds of $460,000 available to the Cordova Community Council for a one-year extension of the grant to provide a professionally managed umbrella organization for Rancho Cordova non-profits that will provide community event support, volunteer management and civic engagement.
Staff Report: Liisa Behrends, Senior Accountant.
Advances Goals: 1, 2, 3, 5.

8.8 **Subject:** Resolution Authorizing the City Manager to Execute Contract Amendment No. 155-2015-2 with Mann Made Resources to Extend the Term Through June 30, 2017 and Increase the Contract Amount from $75,000 to $150,000.
Recommendation: Adopt Resolution No. 66-2016.
Result of Recommended Action: Adoption of Resolution No. 66-2016 will authorize the City Manager to execute Contract Amendment 155-2015-2 with Mann Made Resources to extend the term through June 30, 2017 and increase the contract amount from $75,000 to $150,000.
Staff Report: Steve Harriman, Operations and Maintenance Division Manager.
Advances Goals: 1, 2, 5.

8.9 **Subject:** Resolution Declaring Results of the Mail Ballot Election Relating to the Imposition of the Annual Stormwater Utility Fee on the Bridgeway Square Apartments in the City of Rancho Cordova.
Recommendation: Adopt Resolution No. 65-2016 declaring the results of the property owner vote in connection with the annual Stormwater Utility Fee.
Result of Recommended Action: Adoption of the Resolution will declare the results of the ballot tabulation in connection with the imposition of the annual Stormwater Utility Fee on the Bridgeway Square Apartments. If majority approval exists, the City Council may impose the annual Stormwater Utility Fee on the Bridgeway Square Apartments pursuant to the Fee Ordinance. If there is no majority approval, the Stormwater Utility Fee shall not be imposed for the project.
Staff Report: Elizabeth Sparkman, Engineering Manager.
Advances Goal: 5.

8.10 **Subject:** Resolution Approving a Three-Year Extension of the Fee Deferral Program for Certain Development Impact Fees.
Recommendation: Adopt Resolution No. 64-2016.
Result of Recommended Action: If adopted, this resolution would extend the City's previously adopted development impact fee deferral program for another three years. Approval by the City Manager, or his designee, is required for any deferrals.
Staff Report: Michelle Mingay, Senior Finance Analyst.
Advances Goals: 1, 5.

9. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

NONE.

10. PUBLIC HEARING ITEMS

10.1 **Subject:** A Public Hearing to Consider an Economic Development Subsidy for Building Permit Fees Related to a New Shopping Center, Sunrdge Plaza, to be Located at the South West Corner of Sunrise Boulevard and Douglas Road, Rancho Cordova, CA 95742; and Consideration of a Resolution Approving an Economic Incentive Agreement with Donahue Schriber, Corporation for the Subsidy.
Recommendation: Adopt Resolution No. 68-2016.
Result of Recommended Action: Adoption of this resolution will authorize the City Manager to execute a Business Incentive Agreement with the developer requiring the City to contribute up to $332,334.11 toward City building and development impact fees for the construction of a new shopping center.
Staff Report: Amanda Norton, Economic Development Manager.
Advances Goal: 6.

11. REGULAR CALENDAR ITEMS

11.1 **Subject:** Resolution Authorizing the City Manager to Execute Amendment No. 66-2012-5 to the Memorandum of Understanding for Probation Services Between the City of Rancho Cordova and the County of Sacramento in the Amount of $156,507 Annually.
Recommendation: Adopt Resolution 71-2016.
Result of Recommended Action: Adoption of this resolution will allow the City to extend for one year the contract with the Sacramento County Probation Department to provide the services of two Probation Officers (POs) to the City of Rancho Cordova to act as liaisons between these agencies and to coordinate with other agencies and community-based organizations as part of the Rancho Cordova Community Alliance project.
Staff Report: Kerry Simpson, Neighborhood Services Manager.
Advances Goals: 1, 2, 3, 5.

12. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

13. CITY MANAGER'S REPORT

14. ADJOURNMENT

15. CLOSED SESSION - CALL TO ORDER/ROLL CALL

15.1 CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: (Number of potential cases: 1).

16. 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, June 28, 2016	City Council Special Meeting/Work Session (5:30 PM)
Tuesday, July 5, 2016	City Council Special Meeting/Study Session (4:00 PM) and Regular Meeting (5:30 PM)
~~Monday, July 18, 2016~~	~~City Council Regular Meeting CANCELLED~~
Tuesday, July 26, 2016	City Council Special Meeting/Work Session (5:30 PM)
Monday, August 1, 2016	City Council Special Meeting/Study Session (4:00 PM) and Regular Meeting (5:30 PM)
Monday, August 15, 2016	City Council Regular Meeting (5:30 PM)
Tuesday, August 23, 2016	City Council Special Meeting/Work Session (5:30 PM)
Tuesday, September 6, 2016	City Council Special Meeting/Study Session (4:00 PM) and Regular Meeting (5:30 PM)
Friday, September 9, 2016	City Council Special Meeting/Work Session (1-5:00 PM) Topic: Continued Discussion on the Vision and Priorities for the City of Rancho Cordova.
Tuesday, September 13, 2016	City Council Special Meeting/Work Session (5:30 PM)
Monday, September 19, 2016	City Council Regular Meeting (5:30 PM)
Monday, October 3, 2016	City Council Special Meeting/Study Session (4:00 PM) and Regular Meeting (5:30 PM)
Monday, October 17, 2016	City Council Regular Meeting (5:30 PM)
Tuesday, October 25, 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, June 20, 2016 Regular Meeting of the Rancho Cordova City Council/Successor Agency to the CRA/RCFC was posted and available for review on Thursday, June 16, 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.cityofranchocordova.org.

Signed Friday, June 17, 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

Monday, June 06, 2016

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

DRAFT MINUTES

1. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Mayor Sander called the regular meeting to order in the David B. Roberts Council Chambers at 5:34 PM.

Council Members Present:	McGarvey, Sander, Terry, Budge, Skoglund
Council Members Absent:	None
Staff Members Present:	Lindgren, Cuppy, Abhar, Goold, Haven, Stricker, Peek, Sparkman, Flory, Delaney, Quynn, Kniestedt, Harriman, Behrends

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedules.

3. PLEDGE OF ALLEGIANCE

Guy Anderson led the pledge.

4. INVOCATION

Eric Waterbury from Capital Christian Center gave the invocation.

5. PRESENTATIONS

5.1 Proclamation Presented to Phil and Terry McPeek, Bonnie Chow, and Darlene Cullivan, Recognizing Alzheimer's Awareness Month.

5.2 Proclamation Presented to Karen Callen, Recognizing Callen Pool Supply's 40th Year Anniversary.

5.2 Presentation of Proclamation Honoring Cordova High School Teacher Debbie Andrus, 2015-2016 Folsom Cordova Unified School District Teacher of the Year.

6. PUBLIC COMMENT

Mayor Sander opened the public comment period. The following individuals addressed the Council:

- Conrade Mayer

Mayor Sander closed the public comment period.

7. COUNCIL REPORTS

Council reported on events since the last meeting.

8. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

ACTION: Motion to approve items 8.1 through 8.8, with edits to Resolution No. 57-2016, by Budge second by Terry; carried by a 5:0 roll call vote.

ACTION: Motion to approve item 8.9 by Budge second by Terry; carried by a 4:1 roll call vote (Sander recusing).

AT THIS POINT: Council invited Walt Little to the podium and Mr. Little offered his thanks and appreciation on behalf of the community.

8.1 **Subject:** Meeting Minutes of May 16, 2016 Regular Meeting, May 24, 2016 Special Meeting and May 31, 2016 Special Meeting.
Recommendation: Adopt Minutes.

8.2 Subject: Resolutions Initiating Proceedings for the Annual Levy and Collection of Assessments for the Landscaping and Lighting District No. 2005-1 for Fiscal Year 2016-17, Including:

- Resolution No. 56-2016 Initiating Proceedings for the Annual Levy and Collection of Assessments for the Landscaping and Lighting District No. 2005-1 for Fiscal Year 2016-17; and
- Resolution No. 57-2016 Preliminarily Approving the Engineer's Annual Levy Report and Declaring its Intention to Levy and Collect Annual Assessments for the Landscaping and Lighting District No. 2005-1 for Fiscal Year 2016-17.

Recommendation: Staff recommends Council adopt the following resolutions: Resolution No. 56-2016 Initiating Proceedings for the Annual Levy and Collection of Assessments for the Landscaping and Lighting District No. 2005-1 for Fiscal Year 2016-17; and Resolution No. 57-2016 Preliminarily Approving the Engineer's Annual Levy Report and Declaring its Intention to Levy and Collect Annual Assessments for the Landscaping and Lighting District No. 2005-1 for Fiscal Year 2016-17.
Result of Recommended Action: The recommended actions are required as part of

the process to continue the annual levy and collection of assessments in the District. The assessments fund landscape maintenance in the District. There are no new impacts to existing or new residents. No assessments shall increase as a result of this action.
Staff Report: Elizabeth Sparkman, Engineering Manager.
Advances Goal: 5.

8.3 Subject: Resolutions Initiating Proceedings for the Annual Levy and Collection of Assessments for the Rancho Cordova Lighting District No. 2012-1 for Fiscal Year 2016-17, Including:

- Resolution No. 58-2016 Initiating Proceedings for the Annual Levy and Collection of Assessments for the Rancho Cordova Lighting District No. 2012-1 for Fiscal Year 2016-17; and
- Resolution No. 59-2016 Preliminarily Approving the Engineer's Annual Levy Report and Declaring its Intention to Levy and Collect Annual Assessments for the Rancho Cordova Lighting District No. 2012-1 for Fiscal Year 2016-17.

Recommendation: Staff recommends Council adopt the following resolutions: Resolution No. 58-2016 Initiating Proceedings for the Annual Levy and Collection of Assessments for the Rancho Cordova Lighting District No. 2012-1 for Fiscal Year 2016-17; and Resolution No. 59-2016 Preliminarily Approving the Engineer's Annual Levy Report and Declaring its Intention to Levy and Collect Annual Assessments for the Rancho Cordova Lighting District No. 2012-1 for Fiscal Year 2016-17.
Result of Recommended Action: The recommended actions are required as part of the process to continue the annual levy and collection of assessments in the District. The assessments fund the maintenance of street lights and safety lights in the District. There are no new impacts to existing or new residents. No assessments shall increase as a result of this action.
Staff Report: Elizabeth Sparkman, Engineering Manager.
Advances Goal: 5.

8.4 **Subject:** Resolution No. 53-2016 Authorizing the City to Submit a Joint Application with Developer Urban Housing Communities for Stage Two of State Affordable Housing and Sustainable Communities (AHSC) Funding and if the Application is Approved, Authorization also to Submit a California Standard Agreement and any and all Other Documents Required to Secure the AHSC Program Funds in a Total Amount Not to Exceed $5,965,068 in Support of the Horizons at New Rancho Senior Development.
Recommendation: Adopt Resolution No. 53-2016.
Result of Recommended Action: Action will permit application for $5.5 million to complete the funding for the Horizons at New Rancho.
Staff Report: Reed Flory, Reinvestment and Housing Opportunities Division Manager.
Advances Goals: 1, 2, 5.

8.5 **Subject:** Resolution Awarding the On-Call Tree Maintenance Services Agreement to West Coast Arborists, Inc. in the Amount of $175,000.
Recommendation: Adopt Resolution No. 20-2016.
Result of Recommended Action: Adoption of this resolution will award and authorize the City Manager to execute a three year on-call contract with West Coast Arborists, Inc. to provide on-call professional tree maintenance services for the Public Works Department.
Staff Report: Albert Stricker, Interim Public Works Director and Steve Harriman, Division Manager of Operations and Maintenance.

Advances Goals: 1, 2, 5.

8.6 **Subject:** Resolution Approving Fiscal Year 2016/2017 Budget Amounts for Community Grants, City Council Projects, and Staff Projects to Be Funded From the Community Enhancement Fund, the Revenues From the Voter-Approved ½ Cent Sales Tax.
Recommendation: Adopt Resolution No. 61-2016.
Result of Recommended Action: Approval of Resolution No. 61-2016 will establish budget amounts for the fiscal year 2016/2017 community grant projects and programs, City Council projects, and staff projects for the Community Enhancement Fund; it will also establish next steps regarding project implementation.
Staff Report: Stacy Delaney, Community Enhancement Analyst.
Advances Goals: 1, 2, 3, 5, 6.

8.7 **Subject:** Ordinance No. 4-2016, Amending Sections 16.83.105 and 16.84.065 of the Rancho Cordova Municipal Code to Allow for a Three-year Extension of the Fee Deferral Program for Certain Development Impact Fees.
Recommendation: Introduce and waive the first reading of Ordinance No. 4-2016.
Result of Recommended Action: If adopted, this ordinance would amend sections of the Municipal Code to allow for the City's previously adopted development impact fee deferral program to continue for another three years. City Manager approval is required for any deferrals.
Staff Report: Adam Lindgren, City Attorney.
Advances Goals: 1, 2, 5, 6.

8.8 **Subject:** Resolution of Intention to Transfer Delinquent Refuse Service Charges to the Property Tax Rolls and set a Public Hearing for the Same.
Recommendation: Adopt Resolution 55-2016.
Result of Recommended Action: Adoption of this resolution will begin the process to allow delinquent residential refuse service charges be collected on the property tax roll and sets a Public Hearing for July 5, 2016 at 5:30 pm in the City Council Chambers.
Staff Report: Michelle Mingay, Senior Finance Analyst.
Advances Goal: 5.

8.9 **Subject:** Approval of Parcel Map of Subdivision No. FM-2015-004-01, Kassis Property.
Recommendation: Approve Parcel Map.
Result of Recommended Action: Record parcel map creating three parcels and an un-surveyed remainder from one existing parcel.
Staff Report: Albert Stricker, Interim Public Works Director.
Advances Goals: 1, 2.

9. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

Mayor Sander opened the public hearing. There were no speakers. Mayor Sander closed the public hearing.

ACTION: Motion to approve item 9.1 by Budge second by McGarvey;
Carried by a 5:0 roll call vote.

9.1 **Subject:** Resolution Declaring Results of a Protest Hearing and Authorizing the Mailing of Property Owner Ballot Relating to the Imposition of the Annual Stormwater Utility Fee for Bridgeway Square Apartments.
Recommendation: Adopt Resolution No. 60-2016.

Result of Recommended Action: Action on this item will declare the results of the property owner protest, and if there exists less than a majority protest, authorize the mailing a ballot to the property owner to approve the levy of the fee to pay for maintenance of storm drainage and flood protection systems for Bridgeway Square Apartments, and sets 1:00 p.m. on June 16, 2016 as the time and date for the ballot tabulation for the matter.
Staff Report: Elizabeth Sparkman, Engineering Manager.
Advances Goal: 5.

10. PUBLIC HEARING ITEMS

NONE.

11. REGULAR CALENDAR ITEMS

11.1 **Subject:** Resolution to Support the Sacramento Central Groundwater Authority to Become a Groundwater Sustainability Agency.
Recommendation: Adopt Resolution No. 62-2016.
Result of Recommended Action: Adoption of Resolution No. 62-2016 resolves that council supports Sacramento Central Groundwater Authority's preparation of the Alternative Plan to become a Groundwater Sustainability Agency for the South American Sub-basin and submit to the State Department of Water Resources for consideration.
Staff Report: Albert Stricker, Interim Public Works Director and Darrell Eck, Executive Director, Sacramento Central Groundwater Authority.
Advances Goals: 2, 3, 5.

ACTION: Motion to approve item 11.1 by Budge second by McGarvey; Carried by a 5:0 roll call vote.

11.2 **Subject:** Update on Three of the Fiscal Year 2015/2016 Community Enhancement Fund Projects Including Discussion and Direction on the Residential Chain-Link Fence Buyback Program, Sunriver Neighborhood Association – Physical Fitness Par Course, and Sacramento Valley Live Steamers – Railroad Museum Landscape Irrigation Project; This May Result in Budget Adjustments Being Made.
Recommendation: Staff to provide a status update on three of the fiscal year 2015/2016 Community Enhancement Fund projects that require City Council input and direction.
Result of Recommended Action: Staff will receive and incorporate Council direction to possibly modify fiscal year 2015/2016 Community Enhancement Fund projects and budget amounts. This may result in budget adjustments being made.
Staff Report: Stacy Delaney, Community Enhancement Analyst.
Advances Goals: 1, 2, 3, 5, 6.

ACTION: Motion to approve item 11.2 and increase the Residential Chain-Link Fence Buy Back Program amount to $30,000, and to bring back more information regarding the par course for the Sunriver Neighborhood Association, by Budge second by Terry; Carried by a 5:0 roll call vote.

ACTION: Motion to hire a landscape architect to complete a topographic survey of the Live Steamers site, develop a landscape master plan for landscaping and irrigation with specifications and estimates for the phase one project, by McGarvey second by Terry; Carried by a 5:0 roll call vote.

12. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

Council did not have any requests for future agenda items.

13. CITY MANAGER'S REPORT

City Manager Cyrus Abhar gave his report.

14. ADJOURNMENT

Mayor Sander adjourned the meeting at 8:24 PM.

_____
Mindy Cuppy, MMC, City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. 4-2016

AN ORDINANCE OF THE RANCHO CORDOVA CITY COUNCIL AMENDING CHAPTER 16.83 AND CHAPTER 16.84 OF THE CITY'S MUNICIPAL CODE RELATED TO THE DEFERRAL OF DEVELOPMENT IMPACT FEES

WHEREAS, in response to the nationwide slowdown in the housing market in 2008, the City of Rancho Cordova ("City") previously received requests from builders and the North State Building Industry Association (NSBIA) to consider deferring development impact fees; and

WHEREAS, the City responded to this market and customer need by allowing for the deferral of payment of certain developer impact fees from the issuance of building permit to the to the earlier of 24 hours prior to scheduling a final inspection, the certificate of occupancy, or one year from the date the deferral is approved by the City Manager; and

WHEREAS, the City Council desires to continue this practice in order to encourage quality development and drive diverse economic opportunities in the City; and

WHEREAS, Chapter 16.83 of the City Municipal Code establishes development impact fees to finance the cost of public facilities within the Sunrise Douglas Community Plan Area and Chapter 16.84 established the City-wide development impact fees for transportation improvements, and the sections allowing for deferral of these fees are set to expire; and

WHEREAS, this Ordinance amends the Municipal Code to allow for the deferral of both the development impact fees for the Sunrise Douglas Community Plan Area and the development impact fees for transportation to continue for another three years.

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

SECTION 1. Amendment of Code. Rancho Cordova Municipal Code Section 16.83.105, titled "Payment of Development Fees – Temporary Deferral," is hereby amended to read as follows:

16.83.105 PAYMENT OF DEVELOPMENT FEES – DEFERRAL.

Notwithstanding any other requirement in Section 16.83.100, due to the continued effects of the nationwide slowdown in the housing market and the City's desire to encourage quality development, the City Manager, or his/her designee, shall have the authority to consider and approve requests to defer payment of development impact fees imposed pursuant to this Chapter to the earlier of 24 hours prior to scheduling a final inspection, issuance of a temporary or final certificate of occupancy, or one year from the date the deferral is approved. This section shall automatically expire and be of no force and effect after June 30, 2019.

SECTION 2. Amendment of Code. Rancho Cordova Municipal code Section 16.84.065, titled "Payment of Transportation Impact Fee – Temporary Deferral," is hereby amended to read as follows:

16.84.065 PAYMENT OF TRANSPORTATION IMPACT FEE – DEFERRAL.

Notwithstanding any other requirement in Section 16.84.060, due to the continued effects of the nationwide slowdown in the housing market and the City's desire to encourage quality development, the City Manager, or his/her designee, shall have the authority to consider and approve requests to defer payment of development impact fees imposed pursuant to this Chapter to the earlier of 24 hours prior to scheduling a final inspection, issuance of a temporary or final certificate of occupancy, or one year from the date the deferral is approved. This section shall automatically expire and be of no force and effect after June 30, 2019.

SECTION 3. Severability

If any section, subsection, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of a court of competent jurisdiction, it shall not affect the remaining portions of this Ordinance that can be given effect without the invalid provision and, to this end, the provisions of this Ordinance are severable. This City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the Ordinance be enforced.

SECTION 4. Effective Date

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 this ___ day of _____, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
David M. Sander, Mayor

ATTEST:

_____
Mindy Cuppy, MMC, City Clerk

2665309.1

MEMORANDUM

DATE: June 20, 2016

TO: Honorable Mayor and Council Members

FROM: Liisa Behrends, Senior Accountant

SUBJECT: **RESOLUTION AMENDING RESOLUTION NO. 9-2016 FOR THE APPROPRIATIONS LIMIT FOR FY'S 2014/15, AND 2015/16 AND ADOPTING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2016/17 AND MAKING THE ANNUAL ELECTION FOR ADJUSTMENT FACTORS**

RECOMMENDATION

Adopt Resolution No. 54-2016, amending Resolution No. 9-2016 and establishing the City's 2016/17 Appropriations Limit.

RESULT OF RECOMMENDED ACTION

Approval of the Appropriations Limit and factors used therein will ensure compliance with state law.

BACKGROUND

Article XIIB of the California State Constitution sets limits on the amount of tax revenues that local governments can appropriate in a given year. Each year, the City of Rancho Cordova is required to adopt an Appropriations Limit as well as make an annual election to determine the adjustment factors that were used in calculating the Appropriations Limit. The limit, also referred to as the "GANN Limitation" is based on a delineation of revenues between those that are discretionary and those that are not discretionary. Discretionary revenues are those that the City can use for any purpose and non-discretionary revenues are those that are restricted in their use. The General Fund is usually considered to be discretionary while Special Revenue Funds are considered to be non-discretionary. Schedules 1 through 8 for each fiscal year are attached to the Resolution and form the basis of the Appropriations Limit calculation. The limit is increased by two factors published by the State Department of Finance:

- The change in the population of Rancho Cordova
- The change in the per capita income in California

For the FY 2014/15 the correct amount was stated in Exhibit E for a limit of $59,295,857 however the amount listed in the resolution was incorrect. This resulted in an incorrect amount being used in the calculation for the FY 2015/16 appropriations limit. The correct amount of the FY 2015/16 limit is $62,712,149. For the FY 2016/17, the City's appropriations limit is calculated to be $67,229,580. The FY 2016/17 Appropriations subject to the limit is $27,863,829.

ATTACHMENT

Resolution No. 54-2016, Including Exhibits A, B, and C.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 54-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AMENDING RESOLUTION 9-2016 FOR THE APPROPRIATIONS LIMIT FOR FY'S 2014/15, 2015/16 AND ADOPTING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2016/17 AND MAKING THE ANNUAL ELECTION FOR ADJUSTMENT FACTORS

WHEREAS, the people of California on November 6, 1979 added Article XIII-B to the State Constitution placing various limitations on the appropriations of state and local governments; and

WHEREAS, the State Legislature adopted Chapters 1205 and 1342 of the 1980 Statutes which implemented Article XIII-B; and

WHEREAS, the people of California on June 5, 1990 amended Article XIII-B Effective July 1, 1990; and

WHEREAS, the provisions of the amendments have been interpreted by a coalition of statewide organizations, and the organizations have issued through the League of California Cities revised guidelines to calculate the appropriations limit; and

WHEREAS, section 7910 of the Government Code requires cities to adopt a resolution setting the annual appropriations limit at a regularly scheduled meeting or a noticed special meeting; and

WHEREAS, the City of Rancho Cordova has complied with the provisions of Article XII-B in circulating the Appropriations Limit for Fiscal Years 2014/15, 2015/16 and 2016/17;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Rancho Cordova and shown on FY 2014/15 Schedules No.'s 1 through 8, **(Exhibit A)**, FY 2015/16 Schedules No.'s 1 through 8, **(Exhibit B)** and FY 2016/17 Schedule No's 1 through 8, **(Exhibit C)**

1. The Fiscal year 2014/15 Appropriations Limit shall be $59,295,857

2. The annual election for Adjustment Factors shall be to use the growth in City population and the increase in the per-capita personal income for the State of California.

3. The Fiscal year 2015/16 Appropriations Limit Shall be $62,712,149

4. The annual election for Adjustment Factors shall be to use the growth in City population and the increase in the per-capita personal income for the State of California.

5. The Fiscal year 2016/17 Appropriations Limit shall be $67,229,580.

6. The Fiscal year 2016/17 Appropriations subject to the limit is $27,863,829,

7. The annual election for Adjustment Factors shall be to use the growth in City population and the increase in the per-capita personal income for the State of California.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA

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

CITY OF RANCHO CORDOVA, CA

FISCAL YEAR 2014-15 GANN CALCULATIONS

SCHEDULE NO. 1

USER FEES VERSUS COSTS

	Planning Services	Building & Safety	Engineering Fees	Legal Fees	FY 2014 - 2015 Fiscal Year
COSTS REASONABLY BORNE	$ 1,245,400	$ 1,291,500	$ 3,311,900	$ 594,000	$ 6,442,800
FEES	435,300	1,657,000	2,056,800	203,900	4,353,000
AMOUNT OF FEE REVENUE LESS THAN COST	$ (810,100)	$ 365,500	$ (1,255,100)	$ (390,100)	**$ (2,089,800)**

EXHIBIT A

CITY OF RANCHO CORDOVA, CA
FISCAL YEAR 2014-15 GANN CALCULATIONS

SCHEDULE NO. 2

ALLOCATION OF TAXES

	General Fund		Special Revenue Fund	Total	
	Subject	Not Subject	Subject	Subject	Not Subject
Property Taxes	$ 7,202,100	$ -	$ -	$ 7,202,100	$ -
Property Taxes In Lieu	4,964,100	-	-	4,964,100	-
Sales Taxes	12,956,100	-	-	12,956,100	-
Other Taxes:					
	-	1,271,000	1	1	1,271,000
	-	475,000	-	-	475,000
	-	83,000	-	-	83,000
	-	85,000		-	85,000
	200,000	-	-	200,000	-
	1,230,600	-	-	1,230,600	-
	3,462,000	-	-	3,462,000	-
	2,639,700	-	-	2,639,700	-
	145,000			145,000	-
	-	-	-	-	-
TOTAL TAXES	**32,799,600**	**1,914,000**	**1**	**32,799,601**	**1,914,000**
From State:					
	33,000	-	-	33,000	-
	-	-	-	-	1,902,000
	110,000	-	-	110,000	-
	-	-	45,000	45,000	-
	-	21,000	-	-	21,000
	143,000	**21,000**	**45,000**	**188,000**	**1,923,000**
	-	139,400	-	-	139,400
	-	-	-	-	1,976,100
	-	-	-	-	-
	-	-	-	-	531,000
	-	-	-	-	-
	-	247,800	-	-	2,163,800
	-	**387,200**	**-**	**-**	**4,810,300**
Locally Raised:					
	-	-	-	-	1,498,000
	-	-	-	-	3,600
	-	-	-	-	805,800
	-	-	-	-	82,600
	-	-	-	-	795,700
	-	-	-	-	257,000
	-	-	-	-	-
	-	-	-	-	2,609,100
	-	-	-	-	69,300
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	96,000
	-	-	-	-	300,000
	-	639,100	-	-	724,100
	-	1,431,200	-	-	1,431,200
	-	614,200	-	-	614,200
	-	260,500	-	-	260,500
	-	739,300	-	-	1,239,700
	-	-	-	-	38,000
	-	**3,684,300**	**-**	**-**	**10,824,800**
TOTAL ALL FUNDS	**$ 32,942,600**	**$ 6,006,500**	**$ 45,001**	**$ 32,987,601**	**$ 19,472,100**

EXHIBIT A

CITY OF RANCHO CORDOVA, CA
FISCAL YEAR 2014-15 GANN CALCULATIONS

SCHEDULE NO. 3

INTEREST EARNINGS PRODUCED BY TAXES

		Amount	Source
A. Non-Interest Tax Proceeds	$	32,987,601	Worksheet # 2
B. Minus Exclusions		8,177,120	Worksheet # 7
C. Net Invested Taxes		24,810,481	(A-B)
D. Total Non-Interest Budget		23,825,100	Worksheet # 2
E. Tax Proceeds as % of Budget		104.14%	(C/D)
F. Interest Earnings		144,000	Budget
G. Amount of Interest Earned from Taxes	**$**	**149,956**	(E*F)
H. Amount of Interest Earned from Non-Taxes	**$**	**(5,956)**	(F-G)

EXHIBIT A

CITY OF RANCHO CORDOVA, CA
FISCAL YEAR 2014-15 GANN CALCULATIONS

SCHEDULE NO. 4

APPROPRIATIONS SUBJECT TO LIMITATION

	Amount	Source
A. Proceeds of Taxes	$ 33,137,557	Schedule No. 8
B. Exclusions	8,177,120	Schedule No. 7
C. Appropriations Subject to	24,960,437	(A-B)
D. Current Year Limitation	59,295,857	Schedule No. 6
E. Over/(Under) Limit	$ (34,335,421)	(C-D)

EXHIBIT A

CITY OF RANCHO CORDOVA, CA
FISCAL YEAR 2014-15 GANN CALCULATIONS

SCHEDULE NO. 5

APPROPRIATIONS LIMIT

	Source		Corrected Amount
A. Last Year's Limit	Voter Approved	$	58,508,124
B. Adjustment Factors			
1. Growth in Rancho Cordova Population	State Finance		1.0158
2. Growth in California Per Capita Income	State Finance		0.9977
Total Adjustment %	(B1 * B2)		1.0135
C. Annual Adjustment $	(B*A)		787,733
D. Other Adjustments			
Lost Responsibility (-)			-
Transfer to Private (-)			-
Transfer to Fees (-)			-
Assumed Responsibility (+)			-
Subtotal			-
E. Total Adjustments	(C+D)		787,733
F. This Year's Limit	(A+E)	**$**	**59,295,857**

EXHIBIT A

CITY OF RANCHO CORDOVA, CA
FISCAL YEAR 2014-15 GANN CALCULATIONS

SCHEDULE NO. 6

APPROPRIATIONS LIMIT ANALYSIS

		Corrected Amount
FY 2013-2014 Appropriations Limit		**$ 58,508,124**
Adjustment Factors		
Change in Per Capita Personal Income (FY 2015-2016)		0.9977
Increase in Rancho Cordova Population		1.0158
Factor for Fiscal Year 2014-15		1.0135
FY 2014-2015 Appropriations Limit		**$ 59,295,857**
FY 2014-2015 Proceeds	33,137,557	
Exclusion	(8,177,120)	
FY 2014-2015 Appropriations Subject to Limit		**24,960,437**
FY 2014-2015 Appropriations Under Limit		**$ 34,335,421**

EXHIBIT A

CITY OF RANCHO CORDOVA, CA
FISCAL YEAR 2014-15 GANN CALCULATIONS

SCHEDULE NO. 7

EXCLUSIONS TO APPROPRIATIONS LIMIT

COURT ORDERS	$	-
FEDERAL MANDATES		
FLSA Payments		22,000
Medicare Payments		87,120
Landfill Closure Costs		-
Underground Tank Monitoring		-
Unemployment Payments		-
TOTAL FEDERAL MANDATES		109,120
QUALIFIED CAPITAL OUTLAYS		
Technology Enhancements		63,000
Building Improvements		95,000
Vehicles		-
Other Capital Equipment		-
		158,000
QUALIFIED DEBT SERVICE		
Certificates of Participation		969,900
Revenue Neutrality Payment		7,910,000
		7,910,000
TOTAL EXCLUDED APPROPRIATIONS	**$**	**8,177,120**

EXHIBIT A

CITY OF RANCHO CORDOVA, CA
FISCAL YEAR 2014-15 GANN CALCULATIONS

SCHEDULE NO. 8

CALCULATION OF PROCEEDS OF TAXES

REVENUE	Proceeds of Taxes	Non-Proceeds of Taxes	Total
Taxes	$ 32,799,601	$ 1,914,000	$ 34,713,601
Subventions from State			-
Motor Vehicle In Lieu	33,000	-	33,000
Gas Tax	-	1,902,000	1
Homeowner's Relief	110,000	-	110,000
SB 90 Reimbursements	-	21,000	21,000
TDA	45,000	-	45,000
Other Intergovernmental	-	670,400	670,400
Locally Raised		-	-
Local Dedicated Sales Tax	-	1,976,100	1,976,100
Special Benefit-Landscape Assessments	-	1,498,000	1,498,000
Impact Fees	-	4,623,100	4,623,100
Grants	-	2,163,800	2,163,800
Licenses and Permits	-	724,100	724,100
Fines, Forfeiture and Penalties	-	1,431,200	1,431,200
Rents	-	614,200	614,200
Charges for Services	-	260,500	260,500
Storm Water Utility Tax	-	300,000	300,000
Roadway Improvement Fund	-	96,000	96,000
User Fees	-	4,353,000	4,353,000
Transfers In	-	1,239,700	1,239,700
Other	-	38,000	38,000
Subtotal	32,987,601	23,825,100	54,910,702
Interest Earnings	149,956	(5,956)	144,000
Total Revenue	33,137,557	23,819,144	55,054,702
Reserve Withdrawals	-	-	-
TOTAL BUDGET APPROPRIATIONS	$ 33,137,557	$ 23,819,144	$ 56,956,701

EXHIBIT B

CITY OF RANCHO CORDOVA, CA
FISCAL YEAR 2015-16 GANN CALCULATIONS

SCHEDULE NO. 1

USER FEES VERSUS COSTS

	Planning Services	Building & Safety	Engineering Fees	Legal Fees	FY 2015 - 2016 Fiscal Year
COSTS REASONABLY BORNE	$ 2,867,300	$ 1,409,800	$ 2,885,000	$ 825,000	$ 7,987,100
FEES	554,000	1,790,000	2,103,400	250,000	4,697,400
AMOUNT OF FEE REVENUE LESS THAN COST	$ (2,313,300)	$ 380,200	$ (781,600)	$ (575,000)	**$ (3,289,700)**

EXHIBIT B

CITY OF RANCHO CORDOVA, CA
FISCAL YEAR 2015-16 GANN CALCULATIONS

SCHEDULE NO. 2

ALLOCATION OF TAXES

	General Fund		Special Revenue Fund		Total	
	Subject	Not Subject	Subject	Not Subject	Subject	Not Subject
Property Taxes	$ 8,514,900	$ -	$ -	$ -	$ 8,514,900	$ -
Property Taxes In Lieu	5,284,600	-	-	-	5,284,600	-
Sales Taxes	21,132,500	-	-	-	21,132,500	-
Other Taxes:						
Garbage Franchise Fee	-	901,000	-	-	-	901,000
Cable Franchise Fee	-	500,000	-	-	-	500,000
PG&E Franchise Fee	-	82,000	-	-	-	82,000
Other Franchise	-	125,000			-	125,000
Business Lic. Tax	-	-	-	-	-	-
Property Transfer Tax	220,000	-	-	-	220,000	-
Police Tax	1,405,600	-	-	-	1,405,600	-
Utility User Tax	3,577,000	-	-	-	3,577,000	-
Transient Occupancy Tax	3,150,000	-	-	-	3,150,000	-
Other Taxes	140,000	-	-	-	140,000	-
Traffic Mitigation Fees	-	-	-	-	-	-
TOTAL TAXES	**43,424,600**	**1,608,000**	**-**	**-**	**43,424,600**	**1,608,000**
From State:						
Motor Vehicle In Lieu	28,000	-	-	-	28,000	-
Off Highway	-	-	-	-	-	-
Gas Tax	-	-	-	1,436,800	-	1,436,800
Prop. 172 Sales Taxes	-	-			-	-
Homeowners Relief	100,000	-	-	-	100,000	-
TDA	-	-	45,000	-	45,000	-
SB 90 Reimbursements	-	40,000	-	-	-	40,000
Sub-Total	**128,000**	**40,000**	**45,000**	**1,436,800**	**173,000**	**1,476,800**
Other Intergovernmental	-	148,500	-	-	-	148,500
Measure A Sales Tax	-	-	-	3,586,800	-	3,586,800
Proposition 42	-	-	-	-	-	-
CDBG Block Grant	-	-	-	807,800	-	807,800
Other Intergovernmental	-	-	-	-	-	-
Grants	-	296,300	-	16,279,300	-	16,575,600
Sub-Total Other Intergovt'l	**-**	**444,800**	**-**	**20,673,900**	**-**	**21,118,700**
Locally Raised:						
Sp. Benefit - Assmt. Districts	-	-	-	1,541,400	-	1,541,400
Zinfandel Impact Fees	-	-	-	18,900	-	18,900
Comm. Fac. Fee	-	-	-	666,100	-	666,100
CFF - Library	-	-	-	132,100	-	132,100
Traffic Impact Fees	-	-	-	971,400	-	971,400
Park Renovation Fees	-	-	-	141,500	-	141,500
Local Housing Trust	-	-	-	404,800	-	404,800
Sunrise Douglas Impact	-	-	-	5,323,800	-	5,323,800
General Plan Impact	-	-	-	63,800	-	63,800
Capital Village Park	-	-	-	538,500	-	538,500
Mather Field Impact	-	-	-	-	-	-
Roadway Improvement Fund	-	-	-	576,500	-	576,500
Storm Water Utility Tax	-	-	-	-	-	-
Licenses Permits & Fees	-	750,900	-	100,000	-	850,900
Fines/Forfeitures & Penalties	-	1,310,900	-	-	-	1,310,900
Rents	-	586,600	-	-	-	586,600
Charges for Services	-	763,500	-	-	-	763,500
Transfers In	-	335,000	-	-	-	335,000
Other	-	-	-	26,100	-	26,100
Sub-Total Locally Raised	**-**	**3,746,900**	**-**	**10,504,900**	**-**	**14,251,800**
TOTAL ALL FUNDS	**$ 43,552,600**	**$ 5,839,700**	**$ 45,000**	**$ 32,615,600**	**$ 43,597,600**	**$ 38,455,300**

EXHIBIT B

CITY OF RANCHO CORDOVA, CA
FISCAL YEAR 2015-16 GANN CALCULATIONS

SCHEDULE NO. 3

INTEREST EARNINGS PRODUCED BY TAXES

	Amount	Source
A. Non-Interest Tax Proceeds	$ 43,597,600	Worksheet # 2
B. Minus Exclusions	8,778,600	Worksheet # 7
C. Net Invested Taxes	34,819,000	(A-B)
D. Total Non-Interest Budget	43,152,700	Worksheet # 2
E. Tax Proceeds as % of Budget	80.69%	(C/D)
F. Interest Earnings	107,700	Budget
G. Amount of Interest Earned from Taxes	**$ 86,901**	(E*F)
H. Amount of Interest Earned from Non-Taxes	**$ 20,799**	(F-G)

EXHIBIT B

CITY OF RANCHO CORDOVA, CA
FISCAL YEAR 2015-16 GANN CALCULATIONS

SCHEDULE NO. 4

APPROPRIATIONS SUBJECT TO LIMITATION

	Amount	Source
A. Proceeds of Taxes	$ 43,684,501	Schedule No. 8
B. Exclusions	8,778,600	Schedule No. 7
C. Appropriations Subject to Limitation	34,905,901	(A-B)
D. Current Year Limitation	62,712,149	Schedule No. 6
E. Over/(Under) Limit	$ (27,806,248)	(C-D)

EXHIBIT B

CITY OF RANCHO CORDOVA, CA
FISCAL YEAR 2015-16 GANN CALCULATIONS

SCHEDULE NO. 5

APPROPRIATIONS LIMIT

	Source	Amount
A. Last Year's Limit	Voter Approved	$ 59,295,857
B. Adjustment Factors		
1. Growth in Rancho Cordova Population	State Finance	1.0187
2. Growth in California Per Capita Income	State Finance	1.0382
Total Adjustment %	(B1 * B2)	1.0576
C. Annual Adjustment $	(B*A)	3,416,292
D. Other Adjustments		
Lost Responsibility (-)		-
Transfer to Private (-)		-
Transfer to Fees (-)		-
Assumed Responsibility (+)		-
Subtotal		-
E. Total Adjustments	(C+D)	3,416,292
F. This Year's Limit	(A+E)	**$ 62,712,149**

CITY OF RANCHO CORDOVA, CA
FISCAL YEAR 2015-16 GANN CALCULATIONS

EXHIBIT B

SCHEDULE NO. 6

APPROPRIATIONS LIMIT ANALYSIS

FY 2014-2015 Appropriations Limit		**$ 59,295,857**
Adjustment Factors		
Change in Per Capita Personal Income (FY 2015-2016)		1.0382
Increase in Rancho Cordova Population		1.0187
Factor for Fiscal Year 2015-2016		1.0576
FY 2015-2016 Appropriations Limit		**$ 62,712,149**
FY 2015-2016 Proceeds of Taxes	43,684,501	
Exclusion	(8,778,600)	
FY 2015-2016 Appropriations Subject to Limit		**34,905,901**
FY 2015-2016 Appropriations Under Limit		**$ 27,806,248**

EXHIBIT B

CITY OF RANCHO CORDOVA, CA
FISCAL YEAR 2015-16 GANN CALCULATIONS

SCHEDULE NO. 7

EXCLUSIONS TO APPROPRIATIONS LIMIT

COURT ORDERS	$	-
FEDERAL MANDATES		
FLSA Payments		-
Medicare Payments		-
Landfill Closure Costs		-
Underground Tank Monitoring		-
Unemployment Payments		-
TOTAL FEDERAL MANDATES		-
QUALIFIED CAPITAL OUTLAYS		
Technology Enhancements		323,500
Building Improvements		385,000
Vehicles		-
Other Capital Equipment		-
		708,500
QUALIFIED DEBT SERVICE		
Certificates of Participation		969,000
Revenue Neutrality Payment		8,070,100
		8,070,100
TOTAL EXCLUDED APPROPRIATIONS	**$**	**8,778,600**

EXHIBIT B

CITY OF RANCHO CORDOVA, CA
FISCAL YEAR 2015-16 GANN CALCULATIONS

SCHEDULE NO. 8

CALCULATION OF PROCEEDS OF TAXES

REVENUE	Proceeds of Taxes	Non-Proceeds of Taxes	Total
Taxes	$ 43,424,600	$ 1,608,000	$ 45,032,600
Subventions from State			-
Motor Vehicle In Lieu	28,000	-	28,000
Gas Tax	-	1,436,800	1,436,800
Homeowner's Relief	100,000	-	100,000
SB 90 Reimbursements	-	40,000	40,000
TDA	45,000	-	45,000
Other Intergovernmental	-	956,300	956,300
Locally Raised		-	-
Local Dedicated Sales Tax	-	3,586,800	3,586,800
Special Benefit-Landscape Assessments	-	1,541,400	1,541,400
Impact Fees	-	8,260,900	8,260,900
Grants	-	16,575,600	16,575,600
Licenses and Permits	-	850,900	850,900
Fines, Forfeiture and Penalties	-	1,310,900	1,310,900
Rents	-	586,600	586,600
Charges for Services	-	763,500	763,500
Storm Water Utility Tax	-	-	-
Roadway Improvement Fund	-	576,500	576,500
User Fees	-	4,697,400	4,697,400
Transfers In	-	335,000	335,000
Other	-	26,100	26,100
Subtotal	43,597,600	43,152,700	86,750,300
Interest Earnings	86,901	20,799	107,700
Total Revenue	43,684,501	43,173,499	86,858,000
Reserve Withdrawals	-	-	-
TOTAL BUDGET APPROPRIATIONS	$ 43,684,501	$ 43,173,499	$ 86,858,000

EXHIBIT C

CITY OF RANCHO CORDOVA, CA
FISCAL YEAR 2016-17 GANN CALCULATIONS

SCHEDULE NO. 1

USER FEES VERSUS COSTS

	Planning Services	Building & Safety	Engineering Fees	Legal Fees	FY 2016- 2017 Fiscal Year
COSTS REASONABLY BORNE	$ 2,055,900	$ 1,519,600	$ 3,256,600	$ 905,000	$ 7,737,100
FEES	568,000	1,916,000	2,153,400	250,000	4,887,400
AMOUNT OF FEE REVENUE LESS THAN COST	$ (1,487,900)	$ 396,400	$ (1,103,200)	$ (655,000)	**$ (2,849,700)**

EXHIBIT C

CITY OF RANCHO CORDOVA, CA
FISCAL YEAR 2016-17 GANN CALCULATIONS

SCHEDULE NO. 2

ALLOCATION OF TAXES

	General Fund		Special Revenue Fund		Total	
	Subject	Not Subject	Subject	Not Subject	Subject	Not Subject
Property Taxes	$ 8,832,900	$ -	$ -	$ -	$ 8,832,900	$ -
Property Taxes In Lieu	5,496,000	-	-	-	5,496,000	-
Sales Taxes	13,375,600	-	-	-	13,375,600	-
Other Taxes:						
Garbage Franchise Fee	-	901,000	-	-	-	901,000
Cable Franchise Fee	-	500,000	-	-	-	500,000
PG&E Franchise Fee	-	82,000	-	-	-	82,000
Other Franchise	-	125,000			-	125,000
Business Lic. Tax	-	-	-	-	-	-
Property Transfer Tax	220,000	-	-	-	220,000	-
Police Tax	1,511,000	-	-	-	1,511,000	-
Utility User Tax	3,723,700	-	-	-	3,723,700	-
Transient Occupancy Tax	3,275,000	-	-	-	3,275,000	-
Other Taxes	140,000	-	-	-	140,000	-
Traffic Mitigation Fees	-	-	-	-	-	-
TOTAL TAXES	**36,574,200**	**1,608,000**	**-**	**-**	**36,574,200**	**1,608,000**
From State:						
Motor Vehicle In Lieu	28,000	-	-	-	28,000	-
Off Highway	-	-	-	-	-	-
Gas Tax	-	-	-	1,459,300	-	1,459,300
Prop. 172 Sales Taxes	-	-			-	-
Homeowners Relief	100,000	-	-	-	100,000	-
TDA	-	-	45,000	-	45,000	-
SB 90 Reimbursements	-	40,000	-	-	-	40,000
Sub-Total	**128,000**	**40,000**	**45,000**	**1,459,300**	**173,000**	**1,499,300**
Other Intergovernmental	-	148,500	-	-	-	148,500
Measure A Sales Tax	-	-	-	4,727,800	-	4,727,800
Proposition 42	-	-	-	-	-	-
CDBG Block Grant	-	-	-	522,800	-	522,800
Other Intergovernmental	-	-	-	-	-	-
Grants	-	296,300	-	250,000	-	546,300
Sub-Total Other Intergovt'l	**-**	**444,800**	**-**	**5,500,600**	**-**	**5,945,400**
Locally Raised:						
Sp. Benefit - Assmt. Districts	-	-	-	1,588,100	-	1,588,100
Zinfandel Impact Fees	-	-	-	19,100	-	19,100
Comm. Fac. Fee	-	-	-	672,800	-	672,800
CFF - Library	-	-	-	133,400	-	133,400
Traffic Impact Fees	-	-	-	920,000	-	920,000
Park Renovation Fees	-	-	-	142,900	-	142,900
Local Housing Trust	-	-	-	495,000	-	495,000
Sunrise Douglas Impact	-	-	-	7,384,300	-	7,384,300
General Plan Impact	-	-	-	64,400	-	64,400
Capital Village Park	-	-	-	538,500	-	538,500
Mather Field Impact	-	-	-		-	-
Roadway Improvement Fund	-	-	-	906,100	-	906,100
Storm Water Utility Tax	-	-	-	-	-	-
Licenses Permits & Fees	-	766,900	-	100,000	-	866,900
Fines/Forfeitures & Penalties	-	1,660,900	-	-	-	1,660,900
Rents	-	891,200	-	-	-	891,200
Charges for Services	-	484,900	-	-	-	484,900
Transfers In	-	100,000	-	-	-	100,000
Other	-	82,100	-	26,100	-	108,200
Sub-Total Locally Raised	**-**	**3,986,000**	**-**	**12,990,700**	**-**	**16,976,700**
TOTAL ALL FUNDS	**$ 36,702,200**	**$ 6,078,800**	**$ 45,000**	**$ 19,950,600**	**$ 36,747,200**	**$ 26,029,400**

EXHIBIT C

CITY OF RANCHO CORDOVA, CA
FISCAL YEAR 2016-17 GANN CALCULATIONS

SCHEDULE NO. 3

INTEREST EARNINGS PRODUCED BY TAXES

	Amount	Source
A. Non-Interest Tax Proceeds	$ 36,747,200	Worksheet # 2
B. Minus Exclusions	8,985,021	Worksheet # 7
C. Net Invested Taxes	27,762,179	(A-B)
D. Total Non-Interest Budget	30,916,800	Worksheet # 2
E. Tax Proceeds as % of Budget	89.80%	(C/D)
F. Interest Earnings	113,200	Budget
G. Amount of Interest Earned from Taxes	**$ 101,650**	(E*F)
H. Amount of Interest Earned from Non-Taxes	**$ 11,550**	(F-G)

EXHIBIT C

CITY OF RANCHO CORDOVA, CA
FISCAL YEAR 2016-17 GANN CALCULATIONS

SCHEDULE NO. 4

APPROPRIATIONS SUBJECT TO LIMITATION

	Amount	Source
A. Proceeds of Taxes	$ 36,848,850	Schedule No. 8
B. Exclusions	8,985,021	Schedule No. 7
C. Appropriations Subject to Limitation	27,863,829	(A-B)
D. Current Year Limitation	67,229,580	Schedule No. 6
E. Over/(Under) Limit	$ (39,365,751)	(C-D)

EXHIBIT C

CITY OF RANCHO CORDOVA, CA
FISCAL YEAR 2016-17 GANN CALCULATIONS

SCHEDULE NO. 5

APPROPRIATIONS LIMIT

	Source	Amount
A. Last Year's Limit	Voter Approved	$ 62,712,149
B. Adjustment Factors		
1. Growth in Rancho Cordova Population	State Finance	1.0174
2. Growth in California Per Capita Income	State Finance	1.0537
Total Adjustment %	(B1 * B2)	1.0720
C. Annual Adjustment $	(B*A)	4,517,431
D. Other Adjustments		
Lost Responsibility (-)		-
Transfer to Private (-)		-
Transfer to Fees (-)		-
Assumed Responsibility (+)		-
Subtotal		-
E. Total Adjustments	(C+D)	4,517,431
F. This Year's Limit	(A+E)	**$ 67,229,580**

EXHIBIT C

CITY OF RANCHO CORDOVA, CA
FISCAL YEAR 2016-17 GANN CALCULATIONS

SCHEDULE NO. 6

APPROPRIATIONS LIMIT ANALYSIS

FY 2015-2016 Appropriations Limit		**$ 62,712,149**
Adjustment Factors		
Change in Per Capita Personal Income (FY 2016-2017)		1.0537
Increase in Rancho Cordova Population		1.0174
Factor for Fiscal Year 2015-2016		1.0720
FY 2016-2017 Appropriations Limit		**$ 67,229,580**
FY 2016-2017 Proceeds of Taxes	36,848,850	
Exclusion	(8,985,021)	
FY 2016-2017 Appropriations Subject to Limit		**27,863,829**
FY 2016-2017 Appropriations Under Limit		**$ 39,365,751**

EXHIBIT C

CITY OF RANCHO CORDOVA, CA
FISCAL YEAR 2016-17 GANN CALCULATIONS

SCHEDULE NO. 7

EXCLUSIONS TO APPROPRIATIONS LIMIT

COURT ORDERS	$	-
FEDERAL MANDATES		
FLSA Payments		10,500
Medicare Payments		105,321
Landfill Closure Costs		-
Underground Tank Monitoring		-
Unemployment Payments		-
TOTAL FEDERAL MANDATES		115,821
QUALIFIED CAPITAL OUTLAYS		
Technology Enhancements		220,000
Building Improvements		160,000
Vehicles		-
Other Capital Equipment		-
		380,000
QUALIFIED DEBT SERVICE		
Certificates of Participation		587,200
Revenue Neutrality Payment		8,489,200
		8,489,200
TOTAL EXCLUDED APPROPRIATIONS	**$**	**8,985,021**

EXHIBIT C

CITY OF RANCHO CORDOVA, CA
FISCAL YEAR 2016-17 GANN CALCULATIONS

SCHEDULE NO. 8

CALCULATION OF PROCEEDS OF TAXES

REVENUE	Proceeds of Taxes	Non-Proceeds of Taxes	Total
Taxes	$ 36,574,200	$ 1,608,000	$ 38,182,200
Subventions from State			-
Motor Vehicle In Lieu	28,000	-	28,000
Gas Tax	-	1,459,300	1,459,300
Homeowner's Relief	100,000	-	100,000
SB 90 Reimbursements	-	40,000	40,000
TDA	45,000	-	45,000
Other Intergovernmental	-	671,300	671,300
Locally Raised		-	-
Local Dedicated Sales Tax	-	4,727,800	4,727,800
Special Benefit-Landscape Assessments	-	1,588,100	1,588,100
Impact Fees	-	10,370,400	10,370,400
Grants	-	546,300	546,300
Licenses and Permits	-	866,900	866,900
Fines, Forfeiture and Penalties	-	1,660,900	1,660,900
Rents	-	891,200	891,200
Charges for Services	-	484,900	484,900
Storm Water Utility Tax	-	-	-
Roadway Improvement Fund	-	906,100	906,100
User Fees	-	4,887,400	4,887,400
Transfers In	-	100,000	100,000
Other	-	108,200	108,200
Subtotal	36,747,200	30,916,800	67,664,000
Interest Earnings	101,650	11,550	113,200
Total Revenue	36,848,850	30,928,350	67,777,200
Reserve Withdrawals	-	-	-
TOTAL BUDGET APPROPRIATIONS	$ 36,848,850	$ 30,928,350	$ 67,777,200

MEMORANDUM

DATE: June 20, 2016

TO: Honorable Mayor and Council Members

FROM: Mindy Cuppy, MMC, City Clerk

SUBJECT: **RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES FOR THE 2016 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE TO BE HELD OCTOBER 5-7, 2016 IN LONG BEACH, CALIFORNIA**

RECOMMENDATION

Adopt Resolution No. 70-2016, designating Mayor David Sander as Voting Delegate and Vice Mayor Donald Terry and Council Member Robert J. McGarvey as Voting Alternates for the 2016 Annual League of California Cities Conference Business Meeting.

RESULT OF RECOMMENDED ACTION

The Voting Delegate or Alternate will be able to represent the City by voting at the Annual Business Meeting at the League of California Cities Conference.

BACKGROUND

The 2016 Annual League of California Cities Conference is scheduled for October 5 through October 7, 2016 in Long Beach, California. An important part of the Annual Conference is the Annual Business Meeting scheduled for Friday, October 7, 2016 at 12:00 PM. At this meeting, the League membership considers and takes action on resolutions that establish League policy. In order to vote at the Annual Business Meeting, the City Council must designate a voting delegate.

ATTACHMENT

Resolution No. 70-2016.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 70-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DESIGNATING A VOTING DELEGATE AND VOTING ALTERNATES FOR THE 2016 ANNUAL LEAGUE OF CALIFORNIA CITIES CONFERENCE BUSINESS MEETING

WHEREAS, the 2016 Annual League of California Cities Conference will be held October 5 through October 7, 2016 in Long Beach, California; and

WHEREAS, in order to vote at the Annual Business Meeting, the City Council must designate its voting delegate and may designate voting delegate alternates.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that Mayor David Sander is designated as the City's Voting Delegate and Vice Mayor Donald Terry and Council Member Robert J. McGarvey as the Alternate Voting Delegates for the 2016 Annual League of California Cities Conference.

BE IT FURTHER RESOLVED that the City Clerk will submit a certified copy of this resolution to the League of California Cities by July 31, 2016.

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

MEMORANDUM

DATE: June 20, 2016

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Interim Public Works Director

SUBJECT: **RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 59-2016 WITH MARK THOMAS & COMPANY, INC. IN THE AMOUNT OF $525,447 TO DESIGN PHASE FIVE OF THE FOLSOM BOULEVARD STREETSCAPE ENHANCEMENT PROJECT**

RECOMMENDATION

Adopt Resolution 63-2016.

RESULT OF RECOMMENDED ACTION

Adoption of Resolution 63-2016 will authorize the City Manager to execute Contract No. 59-2016 with Mark Thomas & Company, Inc. in the amount of $525,447 to design the Folsom Phase V Streetscape Enhancement Project.

BACKGROUND

Project Description – Mark Thomas and Company, Inc. was selected for this contract through a competitive proposal process. The contract with Mark Thomas & Company, Inc. will prepare plans, specification, environmental clearance, right-of-way approval, and construction estimates for the Folsom Phase V Streetscape Enhancement Project. The project will install new sidewalk with landscaping on the south side of Folsom Boulevard, landscaped median, class two bicycle paths on the street, and pedestrian ramp upgrades at the Folsom Boulevard and Bradshaw Road intersection. The fifth phase of the Folsom Boulevard Streetscape Enhancement project is a very important milestone as it will complete the connection on Folsom Boulevard extending from Bradshaw Road to Sunrise Boulevard.

Project Background – Folsom Boulevard is a major arterial running east-west through Rancho Cordova that was underutilized for many years prior to City incorporation. Folsom Boulevard was previously characterized by a wide expanse of asphalt with minimal landscaping and accommodations for pedestrians and bicycles. Early in Rancho Cordova's history, the Folsom Boulevard and Mather Road Enhancement Master Plan and the Folsom Boulevard Specific Plan were created to transform the corridor into a boulevard that enhances safety, attracts pedestrians and bicyclists, connects neighborhoods, adds beauty to the environment, and is a catalyst for the City's growth.

Starting in 2008, three phases of the plan have been successfully implemented stretching from Sunrise Boulevard to Rod Beaudry Drive. The fourth phase is anticipated to begin construction at the end of 2016. Significant improvements accomplished with these phases include new sidewalk with landscaping on the south side of Folsom Boulevard, landscaped median, new signalized intersections, a new pedestrian crossing at the Cordova Towne light rail station and bicycle lanes on both sides of Folsom Boulevard. This fifth phase of the Folsom Streetscape Enhancement project will continue the same improvements as completed in the previous phases.

Estimated Project Schedule – The City of Rancho Cordova has received $3,000,000 in Federal Grant Funds for the construction of the Folsom Phase V Streetscape Enhancement Project. Once the plans, specifications and estimates have been prepared and approved by Caltrans, the City will be able to begin construction of the project. SACOG will program the grant fund allocation for the construction of the Folsom Phase V Streetscape Enhancement Project for the 2017-2018 fiscal year. Phase Five is tentatively scheduled to begin construction in 2018.

FISCAL IMPACT

The total project cost for this phase of improvements on Folsom Boulevard is approximately $4,110,000. Funding consists of 3,000,000 in Federal Congestion Mitigation and Air Quality (CMAQ) Grant funds. The remaining balance will be funded from Measure A revenues.

ATTACHMENT

Resolution No. 63-2016, including Exhibit 1, Contract No. 59-2016 and Scope of Work.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 63-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 59-2016 WITH MARK THOMAS & COMPANY, INC. IN THE AMOUNT OF $525,447 TO DESIGN PHASE FIVE OF THE FOLSOM BOULEVARD STREETSCAPE ENHANCEMENT PROJECT

WHEREAS, the Parties entered into a Professional Services Agreement ("PSA") dated June 20,2016 for the purpose of providing engineering and design services; and

WHEREAS, adoption of this resolution will execute contract No. 59-2016 with Mark Thomas & Company, Inc. for the engineering and design services for the Folsom Phase V Project; and

WHEREAS, the project will install new sidewalk with landscaping on the south side of Folsom Boulevard, landscaped median, class two bicycle paths on the street, and pedestrian ramp upgrades at the Folsom Boulevard and Bradshaw Road intersection.

WHEREAS, the fifth phase of the Folsom Boulevard Streetscape Enhancement project is a very important milestone as it will complete the connection on Folsom Boulevard extending from Bradshaw Road to Sunrise Boulevard.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute contract No. 59-2016 with Mark Thomas & Company, Inc. in the amount of $525,447 and in a form approved by the City Attorney.

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. 59-2016

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND MARK THOMAS & COMPANY, INC.

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City" or "LOCAL AGENCY"), and Mark Thomas & Company, Inc. ("Professional" or "CONSULTANT") as of June 20, 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 Services 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 Performance Period.

1.1.1 This contract shall go into effect on June 20, 2016, contingent upon approval by the LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end on December 20, 2019, unless extended by contract amendment. The time provided to CONSULTANT 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.

1.1.2 CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

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. There shall be no change in Professional's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract, without prior written approval by City's Contract Administrator.

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.

1.5 **Consultant's Reports or Meetings**.

1.5.1 If this Agreement does not require "on call" consulting services:

a. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine if CONSULTANT is performing to expectations, is on schedule, to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

b. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the contract.

1.6 **Inspection of Work**. CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the state (and the FHWA if federal participating funds are used in this contract) to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

Section 2. **COMPENSATION.** City hereby agrees to pay Professional a sum not to exceed $525,447, 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 Cost Proposal, attached as Exhibit B, regarding the amount of compensation, this 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 consideration to be paid to Professional as provided herein, shall be in compensation for all of Professional's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided. Professional shall submit all 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 **Intentionally Omitted**

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.

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 FIFTEEN THOUSAND DOLLARS ($15,000). 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.

2.10 **State Prevailing Wage Rates**. For contracts where a portion of the proposed work to be performed are crafts affected by state labor laws: (For more information see Chapter 10.1 of the Caltrans Local Assistance Procedures Manual.)

2.10.1 CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

2.10.2 Any subcontract entered into as a result of this contract, if for more than $25,000 for public works construction or more than $15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

2.10.3 When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See http://www.dir.ca.gov.

2.11 **Retention of Funds**. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.

No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

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 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 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 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.

f. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, CONSULTANT agrees to provide at least thirty (30) days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

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 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 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. Professional 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.

4.4.7 City shall not be responsible for any premiums or assessments on any insurance policies required under this Agreement.

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.

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 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, the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code Section 1770 and following, 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 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/ Statement of Compliance.**

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

7.5.2 During the performance of this Contract, Professional and its sub-professionals shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial

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

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

7.6 Safety

7.6.1 Professional shall comply with OSHA regulations applicable to Professional regarding necessary safety equipment or procedures. Professional shall comply with safety instructions issued by City Safety Officer and other City representatives. Professional personnel shall wear hard hats and safety vests at all times while working on the construction project site.

7.6.2 Pursuant to the authority contained in Section 591 of the Vehicle Code, City has determined that such areas are within the limits of the project and are open to public traffic. Professional shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Professional shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

7.6.3 Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

7.6.4 Professional must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

Section 8. TERMINATION

8.1 Termination. LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar day's written notice to CONSULTANT with the reasons for termination stated in the notice. LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the

manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand. The maximum amount for which LOCAL AGENCY shall be liable if this contract is terminated is $10,000 dollars.

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, City may condition payment of any 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. Professional shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by City's Contract Administrator.

8.4 **Assignment and Subcontracting.**

8.4.1 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. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subcontractors. Any substitution of subcontractors

must be approved in writing by City's Contract Administrator prior to the start of work by the subcontractor.

8.4.2 Nothing contained in this contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.

8.4.3 CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

8.4.4 CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.

8.4.5 Any subcontract in excess of $25,000 entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.

8.4.6 Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant(s).

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. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and it's certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of $25,000 shall contain this provision.

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 Work and 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. Professional and any subcontractor shall permit City, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

9.4 Confidentiality of Data.

9.4.1 All financial, statistical, personal, technical, or other data and information relative to City's operations, which are designated confidential by City and made available to Professional in order to carry out this contract, shall be protected by Professional from unauthorized use and disclosure.

9.4.2 Permission to disclose information on one occasion, or public hearing held by City relating to the contract, shall not authorize Professional to further disclose such information, or disseminate the same on any other occasion.

9.4.3 Professional shall not comment publicly to the press or any other media regarding the contract or City's actions on the same, except to City's staff, Professional's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

9.4.4 Professional shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by City, and receipt of City's written permission.

9.4.5 Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

9.4.6 All information related to the construction estimate is confidential, and shall not be disclosed by Professional to any entity other than City.

9.5 Ownership of Data.

9.5.1 Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in City; and no further agreement will be necessary to transfer ownership to City. Professional shall furnish City all necessary copies of data needed to complete the review and approval process.

9.5.2 It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.

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

9.5.4 Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

9.5.5 City may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

9.5.6 Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

9.6 Audit Review Procedures.

9.6.1 Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

9.6.2 Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

9.6.3 Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.

9.6.4 If the total Compensation under this Agreement as stated in Section 2 above is greater than $150,000, CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations.

CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

9.6.5 If the total Compensation under this Agreement as stated in Section 2 above is greater than $3,500,000, CONSULTANT Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

9.6.5.1 During a Caltrans' review of the ICR audit work papers created by the CONSULTANT's independent CPA, Caltrans will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at a provisional ICR until a FAR compliant ICR [e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines] is received and approved by A&I. Provisional rates will be as follows:

(a) If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.

(b) If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.

(c) If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.

9.6.5.2 If Caltrans is unable to issue a cognizant letter per paragraph 9.6.5.1 above, Caltrans may require CONSULTANT to submit a revised

independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (60 months to review the CONSULTANT's and/or the independent CPA's revisions.

9.6.5.3 If the CONSULTANT fails to comply with the provisions of this Section 9.6.5, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in paragraph 9.6.5.1 above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this contract.

9.6.5.4 CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this contract has been completed to the satisfaction of LOCAL AGENCY; and, (3) Caltrans has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO local agency no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

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.

10.7 **Conflict of Interest.**

10.7.1 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.*

10.7.2 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.*

10.7.3 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.

10.7.4 **Federal Funding Provisions Related to Conflict of Interest.** Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Article 10.7.4.

10.7.4.1 CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a

financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.

10.7.4.2 CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

10.7.4.3 CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

10.7.4.4 Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

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 Omid Vaziri ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 **Notices.** All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

Any written notice to Professional shall be sent to:

Matt Brogan
7300 Folsom Blvd. #203
Sacramento, CA 95826
(916)381-9100
mbrogan@markthomas.com

Email Address (for Insurance Update Requests):
mbrogan@markthomas.com

Any written notice to the City shall be sent to:

Omid Vaziri
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
(916)851-8934
ovaziri@cityofranchocordova.org

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.

_____ 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, the Cost Proposal attached hereto and incorporated herein as Exhibit B, as well as 10-I, 10,J, 10-01, 10-02, 17-F, 10-P, 12-B, 10-V, and 10-F 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.

Section 11 FUNDING PROVISIONS.

11.1 Prohibition of Expending City, State, or Federal Funds for Lobbing.

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

(a) No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with

the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

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

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

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

11.2 Statement of Compliance

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

11.2.2 During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40*),* marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the

Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

11.2.3 If any federal funding is used for this project:

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

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

11.3 Rebates, Kickbacks or other Unlawful Consideration. CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

11.4 Debarment and Suspension Certification.

11.4.1 CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment,

voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.

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

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

11.5 Evaluation of Professional. Professional's performance will be evaluated by City. A copy of the evaluation will be sent to Professional for comments. The evaluation together with the comments shall be retained as part of the contract record.

11.6 National Labor Relations Board Certification. In accordance with Public Contract Code Section 10296, Professional hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Professional within the immediately preceding two-year period, because of Professional's failure to comply with an order of a federal court that orders Professional to comply with an order of the National Labor Relations Board.

11.7 <u>Equipment Purchase</u>.

11.7.1 Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding $5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

11.7.2 For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding $5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

11.7.3 Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated,

CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than $5,000 is credited to the project.

11.7.4 All subcontracts in excess $25,000 shall contain the above provisions.

11.8 Disputes.

11.8.1 Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of City's Contract Administrator and Albert Stricker, Interim Public Works Director, who may consider written or verbal information submitted by Professional.

11.8.2 Not later than 30 days after completion of all work under the contract, Professional may request review by City Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

11.8.3 Neither the pendency of a dispute, nor its consideration by the committee will excuse Professional from full and timely performance in accordance with the terms of this contract.

11.9 Cost Principles.

11.9.1 CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

11.9.2 CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

11.9.3 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.

11.9.4 All subcontracts in excess of $25,000 shall contain the above provisions

11.10 Disadvantaged Business Enterprise Participation.

11.10.1 This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

11.10.2 The goal for DBE participation for this contract is 13%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

11.10.3 DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as LOCAL AGENCY deems appropriate.

11.10.4 Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.

11.10.5 A DBE firm may be terminated only with prior written approval from LOCAL AGENCY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting LOCAL AGENCY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).

11.10.6 A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether

the amount the firm is to be paid under the, contract is commensurate with the work it is actually performing, and other relevant factors.

11.10.7 A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

11.10.8 If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

11.10.9 CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

11.10.10 Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.

11.10.11 If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within 30 days.

11.11 **Covenant Against Contingent Fees.** The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant; to solicit or secure this contract; and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission,

percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this Agreement. For breach or violation of this warranty, the local agency shall have the right to annul this contract without liability, or at its discretion; to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee**.**

11.12 Funding Requirements.

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

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

11.12.3 It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

11.12.4 LOCAL AGENCY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

11.13 Claims Filed by City's Construction Contractor.

11.13.1 If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

11.13.2 CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.

11.13.3 Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.

11.13.4 Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

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. The two Parties to this contract, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the parties. Both of these Parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

City of Rancho Cordova

_____
Cyrus Abhar, City Manager

Date: _____

Professional

_____
Rob Himes, President

Date: _____

Attest:

_____
Mindy Cuppy, MMC, City Clerk

Date: _____

Approved as to Form:

_____
Adam Lindgren, **City Attorney**

Date: _____

Attachments:
Exhibit A – Scope of Services
Exhibit B – Cost Proposal
Exhibit 10-I – Notice to Proposers DBE Information
Exhibit 10-O1 – Professional's Proposal DBE Commitment
Exhibit 10-O2 – Professional Contract DBE Information
Exhibit 10-Q – Nonlobbying Certification for Federal-Aid Contracts

EXHIBIT 1
CONTRACT NO. 59-2016

EXHIBIT A

SCOPE OF SERVICES

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Project Understanding

The proposed improvements outlined in the Folsom Boulevard & Mather Field Road Streetscape Enhancement Master Plan create a comprehensive, multi-modal plan that will beautify the corridor and encourage future development in the area. The Master Plan also identified a need for improving pedestrian, bicycle, and motorist safety as well as improving the connectivity from Folsom Boulevard to the Sacramento Regional Transit (RT) facilities. To date this vision has already been implemented along the Folsom Blvd corridor between Rod Beaudry Drive and Kilgore Road with the construction of the Phase 1 through Phase 3 improvements. Phase 4 improvements are scheduled for Fall 2016.

Mark Thomas & Company, Inc. (MTCo), and our team, will assist the City of Rancho Cordova to implement the final phase of improvements from the Master Plan. The Phase 5 scope of services includes the following:

- Implementation of the Phase 5 improvements as shown in the SACOG Community Design Grant Application

- Extension of streetscape elements, as identified in the master plan document, west from Horn Road (western limits of Phase 4 project) to the Bradshaw Road intersection. Improvements will include new sidewalk on the both sides of Folsom Blvd, new raised planted median, landscaping and irrigation, street lighting, and signal modifications at the Bradshaw Road intersection. Design efforts for this portion of the project will be coordinated closely with RT.

As the designer for the previous phases of work we have a unique insight into the work required for this project. Based on our experience with the previous phases of work this scope includes the following:

- Previous phases of work had significant interaction with existing subsurface utilities. For this reason we have allocated extra budget for the location of subsurface utilities within the project area.
- Construction and design of the previous phases of work included extensive coordination with Regional Transit. This included meetings, site walks, and plan review/comment disposition. Specific tasks have been designated within this scope to incorporate that effort.
- ROW activity has been scoped to include items of work that arose on the previous phases. This includes development of temporary construction easement plat maps & legal descriptions for the proposed road widening and sidewalk within RT right of way. This also includes the development of an assumed five (5) easements for the construction of new sidewalk.

MTCo and the City met to discuss the project scope on May 19, 2016. During this meeting, the following items were agreed upon:

- The sidewalks along the north side of Folsom Blvd. will remain in place. This will reduce the design, right of way engineering, and acquisition costs.
- The existing driveways will not be replaced to meet ADA standards. Spot locations will be evaluated during design.
- The right of way acquisition effort for private properties will be limited to TCE's only. Plats and legals will be needed for Regional Transit easements.

The specific MTCo services to be provided for Folsom Blvd Phase 5 improvements are outlined below in the Scope of services.

Scope of Services

The Mark Thomas Team will provide professional services to prepare preliminary plans, environmental clearance, right of way acquisition and final PS&E for the Folsom Blvd Streetscape Enhancements – Phase 5 Project. MTCo will diligently perform this scope of work and will be responsible for items of work under this contract to the extent that issues arising from the performance of these services are within our reasonable control and MTCo's obligation to indemnify and defend are limited to the extent actually caused by MTCo.

Task 1 – PROJECT MANAGEMENT

1.1 Management

MTCo's Project Manager will plan, organize, direct and monitor project work activities and resources in accordance with contracted scope, schedule and budget. This task includes performing ongoing general project management with the client, subconsultants and stakeholders including preparing contract paperwork, memo's, letters and e-mail, making phone calls and maintaining project files. MTCo will be responsible for preparation and maintenance of the project schedule. This activity commences with receiving the Notice-To-Proceed, continues through submittal of the key final project deliverables, and concludes at the completion of construction and close out.

1.2 PDT Meetings

MTCo will be responsible for arranging project development team (PDT) meetings. PDT meetings will be generally held monthly; however the actual interval and scheduling will be modified based on current project work activities. MTCo will prepare and distribute agendas in coordination with the City Project Manager. MTCo will facilitate meetings, and prepare and distribute meeting minutes. We have assumed a total of twelve (12) PDT meetings will be needed for this project.

1.3 Coordination with Subconsultants and Agencies

MTCo will coordinate with the City maintenance staff (signals and drainage), and our subconsultants. Coordination will include exchanging information (CAD files, other proposed project plans and as-builts) to incorporate into the project plans, design submittals and meetings to coordinate improvements.

1.4 Regional Transit (RT) Coordination

RT will be an important stakeholder for this project. As such, there will be specific coordination efforts focused Regional Transit. Based on our experience with previous phases, specific coordination will be required with RT staff so that they can review the design and the resulting access to RT facilities. Additionally, coordination will be ongoing with RT so that proposed improvements are consistent with RT's design efforts for the future Horn Station being designed concurrently. Three (3) meetings with RT are assumed within this item of work.

1.5 Quality Assurance/Quality Control:

To supplement our standard quality control procedures, which are implemented with every design submittal, the project documents will be submitted for an independent review by an MTCo Senior Project Manager at the 100% level. The intent is to subject the substantially complete plans, specifications and estimate to a complete biddability and constructability review by an independent reviewer. Resulting comments and concerns will be shared and discussed with the City prior to implementation.

Deliverables Task 1:

- **Meeting Agendas and Minutes for Twelve (12) PDT Meetings**
- **Meeting Agendas and Minutes for Three (3) RT Coordination Meetings**
- **QA/QC**

Task 2 – SURVEY AND BASE MAPPING

This task will create a set of base maps to use for the preliminary design development as well as project plans. MTCo prepare topographic base mapping using a combination of field topography and aerial photography. Specific base mapping activities will include:

2.1 Aerial Survey and Supplemental Field Topography

MTCo proposes to update the topographic base mapping with field surveys, update the planimetrics and create a new Digital Terrain Model with contours for the project area. MTCo will perform supplemental field surveys to accurately determine pavement and curb conforms.

Roadway cross sections will be performed at 50-foot intervals. MTCo will also survey surface visible evidence of underground utilities, invert elevations of accessible underground utilities, pavement crowns and cross slopes, driveways, trees over six inch D.B.H. (diameter at breast height), and other critical features necessary for preliminary design. Trees will be tagged for identification by an arborist in the field. Utility markings, radar detection locations and potholes will be shot. This scope assumes a total of three (3) days of field topo with three (3) days of traffic control.

MTCo will prepare a supplemental map with air photo superimposed for use in public meetings and will add property lines to the base mapping for identification of the parcels and existing easements.

MTCo will retain an aerial mapping firm to provide an ortho-rectified aerial photo. New photogrammetry will not be included. The photo will capture the utility markings provided in Task 2.2.

2.2 Utility Locating

PDM Utility Solutions (PDM) will provide preliminary field location of existing subsurface utilities prior to field topography activities. The preliminary location will be done utilizing electro-magnetic detection and ground penetrating radar. The locations of these utilities will be marked by PDM in the field. A qualified pothole company will perform fifteen (15) potholes at the locations chosen my MTCo and the City.

2.3 Utility Mapping/Coordination

MTCo will send air photo base maps with any known utility base information shown ("A" Plans) to utility providers with a brief explanation of the project. System mapping/facility confirmation will be requested so revised project utility mapping can be generated for the project locations. MTCo will prepare utility conflict maps and coordinate relocation designs with the affect owners, and will prepare "C" letters notifying the utilities of the pending construction.

Deliverables Task 2:

- **Topographic Base Mapping (40 Scale) – ACAD Civil 3D**
- **Ortho Rectified Aerial Photo – ACAD Civil 3D**
- **Pothole Plan and Report (PDF)**

Task 3 – PRELIMINARY ENGINEERING

MTCo will build upon the master plan drawings and refine the corridor plan for use in the public outreach and environmental phases.

3.1 Master Plan Design Refinements and Verification

MTCo will build upon the master plan drawings and refine the proposed corridor improvements for use in the 30% plan. The refined line work will be presented to the City to ensure the designs developed during the master plan are desired by the City. This work will include more accurate layout of the improvements based on the surveys developed in Task 2.

3.2 30% Plan

The 30% plan will show the initial design concept and how major components of the project will be addressed to facilitate City approval of the Corridor Improvements. Identification of project environmental, right of way and utility impacts are key objectives of the 30% plans. Plans will be prepared in conformance with City standards. This submittal is used to show the project area in enough detail for the City to give the authorization for MTCo to begin the construction drawings and to kick-off the environmental process. The plan will be drawn to a scale of 1" = 40.' For the sake of clarity, the Plan shall show proposed edge of pavement, curb, gutter and sidewalk, and driveways, potential median locations, existing striping beyond the limits of new pavement or pavement overlay and existing edge of pavement beyond the limits of the project.

3.3 30% Engineer's Estimate

MTCo will prepare a revised engineer's estimate based on the design developed in Task 3.2.

3.4 Geotechnical Studies and Report

CAInc will prepare a draft and final Geotechnical Report. CAInc will discuss the project with the design team, review improvement plans, review available geologic, fault, and soil survey maps. CAInc will perform 4 to 5 shallow hand auger borings in the planned sidewalk area to depths of less than 5 feet. Due to the overhead power lines, only hand augers will be completed for this project. An engineer/geologist will drill the borings, field-classify the materials encountered, and log the borings. CAInc will conduct laboratory tests on soil samples to include moisture/density, gradation, plasticity index, R-value, expansion index, and corrosivity testing. Recommendations for pavement rehabilitation are not included in this scope.

CAInc will prepare a Geotechnical Report containing the following:

- Project Description;
- Scope of Work;
- Site Description;
- Summary of subsurface soil conditions;
- Asphalt Pavement Condition Evaluation including areas requiring dig outs;
- Laboratory test results;
- Seismic design parameters;
- Flatwork recommendations including minimum concrete and aggregate base thicknesses;
- Grading recommendations;
- Risk Management and Limitations;
- Vicinity Map; Site Plan with boring locations; Geologic Map; and Boring logs and legend.

3.5 Drainage Analysis Memo

MTCo will analyze drainage effects of the proposed improvements. MTCo will evaluate the inlet and culvert capacity and calculate resulting spread widths for the widened roadway areas. Based on existing information on the corridor, the existing drainage system appears to be adequate, therefore, an analysis of the entire drainage system including offsite hydrology analysis or calculations and storm drain trunk line capacity analysis are excluded and will not be provided. No formal report will be provided; this scope assumes a memorandum only summarizing the drainage analysis, proposed storm drain facilities and project costs. The drainage analysis will be performed for the portions of work between Horn Road and Bradshaw Road only.

Deliverables Task 3:

- **30% Plans (3 Hard Copies and PDF)**
- **30% Engineer's Estimate (PDF and MS Excel)**
- **Geotechnical Report – Draft and Final (PDF and Hard Copies)**
- **Drainage Analysis Memo (Draft and Final) (PDF and Hard Copies)**

Task 4 – ENVIRONMENTAL CLEARANCE

MTCo and ESA will provide support for the environmental document (CEQA/NEPA). This scope assumes the environmental document to be a CEQA Categorical Exemption and NEPA Categorical Exclusion. The environmental document will require supported technical studies.

4.1 Develop Project Description

MTCo will work with ESA to develop a detailed project description to include the limits of work (i.e.: along Folsom Blvd. between Horn Road and Bradshaw Road) and the types of improvements (i.e.: roadway widening, utility relocation, new storm drain facilities, etc.). MTCo will provide the initial description for City review and will make one set of modifications based on City and consultant comments.

4.2 Prepare PES Form

ESA will prepare, for the City's review, a draft Preliminary Environmental Study (PES) form in accordance with the requirements of the Local Assistance Procedures Manual Chapter 6. Once the City has approved the draft PES, the draft PES will be submitted to Caltrans. We assume that a field review with the City, Caltrans, and our team will be held. After the field review, our team will prepare any needed revisions to the draft PES and submit it to Caltrans for approval.

4.3 Environmental Technical Studies

4.3.1 Natural Environment Study (Minimal Impact)

ESA will perform all activities related to preparing the Natural Environment Study- Minimal Impact (NES-MI) in accordance with the NES-MI template found on the Caltrans SER. Our research and field review to date have not revealed the presence of sensitive species within the proposed project area; however, Caltrans may require an NES-MI to document the absence of sensitive species or to address migratory birds.

- Conduct database searches, literature review, and field surveys.
  - BSA will include the existing right-of-way (ROW), proposed new ROW, and adjacent areas to assess the direct and indirect effects of the project.
  - Natural communities occurring in the BSA will be characterized and their locations and extent will be mapped onto aerial photographs.
- Determine effects, if any, to sensitive species
- Determine regulatory requirements, if any
  - Clean Water Act Section 404 and 401, Porter-Cologne Water Quality Control Act, federal Endangered Species Act (ESA); California Endangered Species Act (CESA), California Fish and Game Code, Migratory Bird Treaty Act, and Executive Orders13112 and 11990 related to invasive species and the protection of wetlands.
- Prepare NES-MI
  - Include a description of the project and its purpose and need, federal and State regulatory and permitting requirements pertinent to the proposed project, existing conditions and potential for special-status species and natural communities of concern to occur within the biological study area (BSA), a description of project effects, and proposed avoidance and minimization measures and mitigation, as required.

4.3.2 Area of Potential Affects Map (Section 106)

ESA will coordinate with City and Caltrans staff to create a project map that identifies the Area of Potential Effect (APE) for archaeological and architectural resources, based upon the Study Limits map provided in the RFP. The vertical and horizontal extent of the APE will be delineated.

4.3.3 Historic Properties Survey Report

ESA will prepare a Historic Property Survey Report (HPSR) according to Caltrans' Cultural Resources Environmental Handbook in support of the proposed street improvements project. Specific tasks will consist of the following:

- **Archival Review.** Following approval of the Area of Potential Effect (APE) by Caltrans, ESA will conduct a complete records search at the North Central Information Center (NCIC) of the California Historical Resources Information Center (CHRIS) to assemble the specific cultural resources investigations and previously recorded cultural resources documents within the APE and a ½ mile buffer of the APE. The research will include a review of historic topographic maps and aerials, and will provide information regarding the potential sensitivity of the project APE for cultural resources.

- **Field Survey.** An ESA archaeologist who meets the Secretary of the Interior's Professional Qualification Standards will conduct a survey of the APE. The purpose of the survey will be to assess the APE for the presence or potential for cultural resources within the proposed project footprint.

- **Native American Contact.** ESA will contact the Native American Heritage Commission to request information on any known sacred sites within the project area and to request a list of contacts for Native American tribes who may have an interest in the proposed project. ESA shall initiate and facilitate contact with locally interested tribal groups and individuals. Conduct needed consultation under AB 52.

Based on the structures in the area and the proposed project footprint it is not anticipated that Caltrans will require a Historic Resources Evaluation Report (HRER).

4.3.4 Archeological Survey Report

ESA will prepare an Archaeological Survey Report (ASR) according to Caltrans' Cultural Resources Environmental Handbook in support of the proposed street improvements project. The work steps for preparing the ASR are the same as detailed above for the HPSR.

4.3.5 Visual Impact Memorandum

Based on the information available currently, we anticipate that Caltrans would require the preparation of either a visual impact technical memo or a Minor Visual Impact Assessment (Minor VIA) to support the NEPA environmental document. For purposes of this scope, we have assumed that a Minor VIA will be required. We will prepare the Minor VIA following the annotated outline found on Caltrans Landscape Architecture Program webpage. The Minor VIA would briefly describe project features, impacts, including beneficial impacts, and any needed avoidance and minimization measures. Visual simulations are not required for a Minor VIA and are not included in the scope.

4.3.6 Initial Site Assessment

There are open remediation cases associated with fuel storage and spills at the southeast quadrant of the Bradshaw Road and Folsom Boulevard. Caltrans is likely to request the preparation of an Initial Site Assessment (ISA). The ISA will also support the CEQA analysis. As part of this task, we will perform investigation activities and prepare the ISA in compliance with Caltrans SER Chapter 10 requirements. Preparation of a Phase 2 Assessment is not currently anticipated and is not part of the scope and fees.

4.4 Prepare CEQA CE

ESA will prepare a CEQA Categorical Exemption (CE) for review and approval by the City. The environmental document will be prepared in conformance with the City's procedures and will include supporting information based on the technical studies listed above. We will submit the CE with the Notice of Exemption (NOE). The NOE will be posted for 30 days. In addition to support the CEQA document, the following technical analyses will be completed:

- Community Impacts—brief technical memorandum discussing consistency with federal, state, and local plans; environmental justice; community character; potential business and community impacts during construction
- Noise—brief technical memorandum/report addressing CEQA noise compliance issues and, for NEPA, documentation that the proposed project is not a Type 1 project under 23 CFR 772
- Air Quality— documentation to support the CEQA environmental document; for NEPA, based on the proposed project description, project is expected to be exempt from federal transportation air conformity requirements pursuant to 40 CFR 93.126

4.5 NEPA CE Support

ESA will coordinate with the City and Caltrans regarding Caltrans' completion and approval of a categorical exclusion for NEPA.

Deliverables Task 4:

- Draft and Final PES form
- Draft and Final NES-MI
- Draft and Final Area of Potential Effect Map
- Draft and Final Archaeological Survey Report
- Draft and Final Historic Property Survey Report
- Documentation of AB 52 Compliance
- Draft and Final Visual Impact Memo or Minor VIA
- Draft and Final ISA
- Administrative Draft Initial Study with Proposed MND
- Community Impact, Noise, and Air Quality technical analyses to support CEQA document
- Initial Study with Proposed MND
- MND
- NOC and State Clearinghouse Submittals
- Notice of Determination and Findings (as applicable)

Task 5 – RIGHT OF WAY ENGINEERING

5.1 Right of Way Retracement

MTCo will research record mapping and as-built documents at Sacramento County and the City. In particular, MTCo will review available record of surveys, parcel maps, and final maps (subdivisions).

Based on gathered information, MTCo will field tie roadway right of way/property boundaries along Folsom Blvd. Based on previous phases of work, it is likely that the track location is the best evidence of the railroad right of way.

Work will include location of street monumentation and property corners, and field ties as appropriate. MTCo will use GPS surveys to tie control into 1983 California Coordinate System (CCS83). Vertical control will be based on most current County/City datum. All control will match previous phases of the Folsom Boulevard Streetscape Project. MTCo will prepare base maps showing compiled/reconciled record information for property lines including existing roadway control lines.

5.2 Acquisition Documents

Temporary construction easements (TCE) will be required to construct improvements along the north side of Folsom Blvd. MTCo will provide Appraisal Exhibits for use in Task 5.3. Based on our preliminary review of existing parcel data and the proposed improvements, we anticipate acquisition from the following parcels:

- 075-0351-041 - Doran Enterprises
- 075-0351-041 - Algazzali Trust
- 075-0351-033 - California American Water
- 075-0440-019 - Walter Lander Trust
- 075-0440-020 - La Rivera Inc.

Based on our experience with previous phases, it will be necessary to acquire easements on RT right of way. MTCo will provide legal descriptions and plats for the proposed easements.

5.3 Appraisal and Acquisition Services

Based on the Appraisal Exhibits prepared in Task 5.2, and preliminary information regarding the temporary construction easement, Hamner-Jewell (HJA) will prepare a waiver valuation in-lieu of a self-contained appraisal report. The impacts to the properties are minor and have a "low fair market value". This allows the City to base just compensation on a "Waiver Valuation" for real property under $10,000. (Caltrans ROW Manual 7.02.13.02) The Waiver Valuation is not a formal appraisal, but more like a Brokers Price Opinion. The preparation of a Waiver Valuation is faster and cheaper than completing a full appraisal. It also eliminates the need for a formal appraisal review. HJA will develop the contracts, conveyance documents and escrow instructions. HJA will prepare the offer letter based on the "Just Compensation" value determined by the City of Rancho Cordova staff. HJA will meet with the owners and convey documents until acceptance or impasse is reached.

5.4 Caltrans Right of Way Certification Documents

Right of Way Certification

HJA will prepare the Exhibit 13-B form per the Caltrans Local Assistance Manual. HJA will assist the City with updating Exhibit 13-B in response to Caltrans District 3 Right of Way comments. One (1) round of comments and responses has been assumed for this scope of work.

Utility Certification

MTCo will prepare the utility certification documents per Chapter 14 of the Caltrans Local Assistance Manual. This includes the Report of Investigation, Notice to Owner, and Utility Agreements for each utility involvement as needed. MTCo will assist the City with updating the forms in response to Caltrans District 3 Right of Way comments. One (1) round of comments and responses has been assumed for this scope of work.

Significant relocations are not anticipated for this project. The overhead electric lines on the south side will not be relocated. There are two overhead electric services that cross Folsom Blvd near Bradshaw road which appear to have sufficient clearances. It is anticipated that the extent of utility relocations will include the minor adjustment of minor appurtenances (valves, manhole, vaults, meters, fire hydrants, etc.) which need to be included in the Caltrans Utility Certification Package. The anticipated utility involvements include SMUD, PG&E, AT&T, Comcast, Cal Water, and Sacramento County Sanitary Sewer.

Deliverables Task 5:

- **Right of Way Certification (Exhibit 13-B) per the LAPM – PDF and Hard Copies**
- **Utility Certification documents (Chapter 14) – PDF and Hard Copies**
- **Two hard copies and the electronic copy of the Waiver Valuations (5 Total)**
- **Prepare contracts and complete negotiations for 5 TCE's**
- **Existing Right of Way Boundary Mapping (ACAD)**
- **Control Report (PDF)**
- **Plats and Legals for five (5) Acquisitions and TCE's (PDF and Hard Copies)**
- **Maintenance Agreement Exhibits (PDF)**

Task 6 PUBLIC OUTREACH

MTCo will assist the City with outreach to the public, City Council, and project stakeholders. For the purposes of this scope the following outreach activities are assumed:

6.1 City Council Workshop

The project team will organize displays and presentations to inform the City Council of the Phase 5 improvements. The team will assist the City with a City Council Workshop describing the next set of proposed improvements. There will be opportunities to get comments from the public and City Council, but will not focus on information gathering and public input. Additionally a brief PowerPoint presentation will be created to inform the Council Members of the proposed improvements and get consensus.

6.2 Stakeholder Meetings

MTCo will meet with the business and property owners one-on-one to discuss their individual needs. This scope assumes six (6) one-on-one meetings with stakeholders. MTCo will prepare property impact exhibits showing the proposed improvements and adjustments to private property. We have assumed that 6 exhibits will be required for this project.

Deliverables Task 6:

- **Council Workshop Exhibit (PDF and Hard Copy)**
- **Property Impact Exhibits (PDF)**

Task 7 - DESIGN

The goal of this design project is to improve Folsom Boulevard within the project area by addressing sidewalks/pedestrian safety and ADA compliance, improving traffic operations, and improving appearance. It is important that the project be constructed at a reasonable cost and with minimal disruption to traffic and businesses.

Key Project Elements:

Based on discussions with City staff and our field reviews, we anticipate that the project will consist of the following elements/key issues to be addressed:

- Maintain two through lanes in both directions.
- Maintain existing lane configurations at intersection Bradshaw Road
- Provide additional raised median/improved channelization.
- Provide enhanced aesthetics, including streetscape and landscape improvements.
- Provide enhanced pedestrian circulation and safety (including ADA compliance).
- Construct an on-street bike lane (i.e. Class 2) in both directions.
- Construct a Class 1 bike facility along the south side, connecting to the Class 1 path constructed in Phase 4.
- Coordinate and consolidate, where appropriate, driveway locations with respect to property access and roadway safety and operations; balance these objectives as possible.
- Existing pavement will be slurry sealed to facilitate restriping and avoid "ghosting" of existing stripes.
- Provide for reasonable and safe accommodation of traffic (pedestrian and vehicular) during construction.

7.1 Plans, Specifications and Estimate (PS&E)

Once the project is defined, detailed project design can begin. The PS&E package will be submitted at the 60%, 90%, and 100% stages of completion for review. A Bid package will be submitted for approvals. The intent of the intermediate submittals is to define the project for review by City staff, and to allow for major comments prior to investment of significant design effort in design details. The following plan sheets will comprise the final plan package:

Sheet Name	**Number of Sheets**
Title Sheet	1
Standard Abbreviations/General Notes	1
Typical Cross Sections	3
Project Control	1
Demolition Plan	4
Layout	4
Construction Details	10
Water Pollution Control	4
Drainage and Utilities	8
Construction Area Signs	1
Staging / Traffic Handling	8
Pavement Delineation/Sign Plan	6
Landscape Planting and Irrigation	12
Signal and Lighting	12
Total Sheets	**75**

7.1.1 60% Plans and Estimate

MTCo will prepare 60% level plans and estimate for the Folsom Blvd Improvements based on the approved 30% plans.

7.1.2 90% PS&E

Upon review of the 60% plans, MTCO will prepare the PS&E for the 90% submittal. The submittal shall include a letter addressing comments from the previous submittal as well as revised plans, specifications, and estimate as necessary to address review comments. This submittal represents complete final plans that will be included in the biddable plan package. Major design features have been reviewed; however, because of the review comments received for the 60% submittal there may be some plan details that will be submitted for the first time. From this point all minor "clean-up" revisions will occur.

MTCo will perform a site review with plans in hand to assess constructability of the project and revisions prior to submittal of the PS&E package. MTCo will perform, with a senior engineer, an in-house quality control check of the product.

Special provisions shall be prepared based on current Sacramento County or Caltrans Standard Specifications as applicable. A BEES listing shall be included, with appropriate SSP referenced adjacent to the contract item. Stricken text will be shown, to be hidden with the final specifications.

MTCo shall update the itemized engineer's estimate for the 90% submittal. The format shall be similar to the Caltrans BEES format. The unit costs shall be determined by reviewing similar recent project bid summaries, the most current Caltrans Contract Cost Data book, the California Highway Construction Cost Index information, and the Caltrans Engineering Service Center site.

7.1.3 100% PS&E

After reconciling comments on the 90% PS&E submittal, MTCo will make the requested changes to the project plans. A comment resolution table will be prepared that documents all the comments received and responses given.

Special provisions shall consist of revised Caltrans Special Provisions, with new specials and inserts clearly marked. A final BEES listing shall be included, with appropriate SSP referenced adjacent to the contract item. Stricken text will be hidden with the final specifications.

MTCo shall prepare the final itemized engineer's estimate for the 100% submittal.

7.1.4 Final PS&E

Under this task, the final round of comments will be addressed followed by final plotting and compilation of the bid documents. The Special Provisions will be edited into their final format to include the bid quantities, proposal and contract. An original set of stamped and signed plans and an engineer's estimate will be submitted to the City for its use in soliciting construction bids. MTCo shall provide the quantity calculations to the City for use in administering the contract. MTCo will review the 100% review comments and reconcile comments as needed with the reviewer prior to proceeding with the preparation of the Bid Package.

The Special Provisions will be edited into their final format to include the bid quantities, proposal and contract. MTCo shall prepare the final itemized engineer's estimate for the Final Bid submittal. MTCo will include boilerplate specifications as provided by the City.

Final cross sections will be developed at 1"=10' scale for the widened roadways and will be placed on a grid showing the existing ground, subgrade and finished surface. The cross sections will be created every 50 feet. The general cross sections will not be part of the plan package; but will be available for contractors upon request.

MTCo will package and submit AutoCAD files to the City.

MTCo will submit an Encroachment Permit Application to Sacramento County.

MTCo will prepare a survey file to be used during construction administration. The survey file will include control diagrams used to establish field control. As part of the Survey File, MTCo will develop instructions and information for performing the field survey. A field package will be assembled using the information obtained from the research together with other complied and computed information. A typical field package may include copies of maps, and location and description of existing control monuments.

MTCo will prepare the RE Pending File for the project. This task includes assembling all design documents that will facilitate the construction activities. File will include list of project contacts, memos to Resident Engineer, Quantity Calculations for use in releasing progress payments, utility agreements, permits, right of way contracts, and copies of relevant reports.

Deliverables Task 7.1

- **Draft PS&E at 60%, 90%, and 100% levels (Hard Copies and PDF)**
- **Final Plans in AutoCAD 2014, PDF and Mylar formats.**
- **Signed and Bound Bidding Documents**
- **Bidding Documents in MS Word format**
- **Engineers Estimate in MS Excel format**
- **Three full-size sets of Plans (22 x 34)**
- **General Cross Sections**
- **Survey File**
- **RE Pending File**

7.2 Signal & Lighting Design

Y&C will perform traffic and street lighting design for the project. The scope of these services is anticipated to include:

- Obtain as-built signal and lighting plans from the City of Rancho Cordova and verify them in the field
- Use VISUAL software to prepare lighting analysis and layout decorative street lights
- Prepare PS&E for traffic signal modification at the Folsom Blvd/Bradshaw Rd intersection as well as signal interconnect and decorative street lighting systems for Folsom Boulevard from Horn Road to Bradshaw Road

Deliverables Task 7.2:

- **One sheet of 1"=20' traffic signal layout plan**
- **One sheet of no scale signal equipment and conductor schedules**
- **Two sheets of 1"=40' signal interconnect and street lighting plan**
- **Technical Specifications and Construction Cost Estimate**

7.3 Landscape & Irrigation Design

MTCo will prepare landscape, hardscape and construction detail plans, estimates and specification. Work activities with this task are anticipated to include the following:

Landscape & Irrigation Design

MTCo will develop in detail the necessary drawings and technical specifications to contract the work. The following deliverables are anticipated:

- Planting Plans;
- Irrigation Plans; with water use calculations and schedules
- Landscape Construction Details;
- Specifications (Caltrans/County Standard Format); and
- Itemized statement of probable construction costs

Arborist Report

MTCo will retain an arborist to tag and identify, on a hard copy of a base map the approximate location of up to 30 trees with trunk diameters (at breast height) equal to or exceeding 6" in diameter.

For all tagged trees, the arborist will evaluate and provide in report form, trunk size, species, and condition ratings. For trees recommended for removal, the arborist will provide rationale indicating why removal is recommended.

MTCo's Landscape Architect will review construction plans to categorize potential impacts to trees meeting the above criteria (insignificant, low, moderate, high, to be removed to accommodate construction). The arborist will also provide possible general design recommendations to reduce potential development impacts and provide guidelines for tree protection before, during and after construction.

Deliverables Task 7.3:

- **Landscape Plans, Specifications and Estimate at all Submittals**
- **Arborist Report (PDF)**

Task 8 – BIDDING AND CONSTRUCTION SUPPORT

Once the project is approved for advertisement MTCo and subconsultants will provide services to facilitate the successful advertisement, award, and construction of the project. Since this work is difficult to estimate at this stage, MTCo has provided an estimated fee in the fee schedule. After the budget is exhausted, the assistance will be on a time and materials basis. This work includes:

8.1 Bidding Assistance

MTCo and subconsultants will provide assistance, as required, to the City during bidding of the project. An allowance has been provided for Bidding Assistance. The actual level of effort will depend on the issues and questions that arise during advertisement. For this scope of work, a budget has been specified. After the budget is exhausted, the assistance will be on a time and materials basis.

8.2 Construction Support

This task assumes that the City will hire a Construction Management firm with qualifications that include past experience with signalized intersections and rail coordination. The construction management firm will be responsible for managing the project through construction including overseeing the Contractor and day-to-day construction activities. This task also assumes that the City will hire a Resident Engineer that is a licensed Civil Engineer in the State of California and that engineer also has past experience with signalized intersections and rail coordination.

During the construction phase, MTCo and Y&C will work with the Resident Engineer (RE) that is hired by the City to assist and advise the RE in order to minimize construction conflicts and to expedite project completion.

MTCo and Y&C will prepare Contract Change Order (CCO) plans, respond to Request for Information (RFIs) and review shop drawings, if necessary. For this scope of work, a budget has been specified. After the budget is exhausted, the assistance will be on a time and materials basis.

8.3 Record Drawings

MTCo and Y&C will provide Record Drawings to the City after construction is complete. These drawings will be based on red-lined as-builts provided by the City construction manager or City contractor.

Assumptions:

- Scope is based on an 18 month project schedule
- Survey will include updated field topo and new ortho-photo (MTCo will retain Kespry)
- Utility locating will include 1 round of electronic detection and 15 potholes
- Investigations and strategies for pavement sub-base repairs are not included
- Full pavement rehab will not be included with this project
- If condemnation is necessary, appraisal report(s) will be requested as new scope of work.
- Independent appraisal reviews are not included
- Scope assumes encroachment permit application to Sacramento County
- Contract Boilerplate specifications will be provided by the City
- Boundary resolutions for the north side of Folsom Blvd will not be provided in this scope.
- Boundary resolution for the RT right of way will be prepared under a separate contract.
- The sidewalks and driveways along the north side of Folsom Boulevard will remain in place. Spot repairs at key locations will be evaluated during design.

EXHIBIT 1
CONTRACT NO. 59-2016

EXHIBIT B

COST PROPOSAL

COST PROPOSAL FOR PROJECT SCOPE - Rancho Cordova: Folsom Blvd. Streetscape Enhancement Project / Phase 5 - Bradshaw Rd to Horn Rd

	MARK THOMAS & COMPANY INC. HOURS															MARK THOMAS & COMPANY INC. FEE														SUBCONSULTANT FEES								
	Principal	Survey Manager I	Engineer VII	Engineer VI	Engineer V	Engineer III	Engineer I	Engineer/Survey Tech. Assistant	Project Surveyor II	Survey Technician	Project Coordinator I	2 Person Field Party and Vehicle	Landscape Architect II	Landscape Architect I	MTCO HOURS	Principal	Survey Manager I	Engineer VII	Engineer VI	Engineer V	Engineer III	Engineer I	Engineer/Survey Tech. Assistant	Project Surveyor II	Survey Technician	Project Coordinator I	2 Person Field Party and Vehicle	Landscape Architect II	Landscape Architect I	MTCO SUBTOTAL	PDM / Pothole Co TBD	Hamner, Jewell & Associates (DBE)	Environmental Science Associates	Area West (Sub to ESA) (DBE)	Crawford & Associates	Y&C Transportation (DBE)	SUBCONSULTANT SUBTOTAL	TOTAL FEE
																325.00	150.00	175.00	164.00	142.00	118.00	100.00	65.00	130.00	100.00	80.00	235.00	189.00	164.00								
1.0 PROJECT MANAGEMENT																																					
1.1 Management	8		60								60				128	$2,600		$10,500								$4,800				$17,900								$17,900
1.2 PDT Meetings			36	8										8	52			$6,300	$1,312										$1,312	$8,924								$8,924
1.3 Coordination with Subconsultants and Agencies	4		16	8											28	$1,300		$2,800	$1,312											$5,412								$5,412
1.4 RT Coordination			16	4											20			$2,800	$656											$3,456								$3,456
1.5 Quality Assurance / Quality Control				30			30								60				$4,920			$3,000								$7,920								$7,920
Subtotal Task 1	**12**		**128**	**50**			**30**				**60**			**8**	**288**	**$3,900**		**$22,400**	**$8,200**			**$3,000**				**$4,800**			**$1,312**	**$43,612**								**$43,612**
2.0 SURVEY AND BASE MAPPING																																					
2.1 Aerial Survey and Supplemental Field Topography		4		4		4			32	56		40			140		$600		$656		$472			$4,160	$5,600		$9,400			$20,888								$20,888
2.2 Utility Locating				4		4									8				$656		$472									$1,128	$30,000						$30,000	$31,128
2.3 Utility Mapping / Coordination		2	8	8		40	40		12	24		10			144		$300	$1,400	$1,312		$4,720	$4,000		$1,560	$2,400		$2,350			$18,042								$18,042
Subtotal Task 2		**6**	**8**	**16**		**48**	**40**		**44**	**80**		**50**			**292**		**$900**	**$1,400**	**$2,624**		**$5,664**	**$4,000**		**$5,720**	**$8,000**		**$11,750**			**$40,058**	**$30,000**						**$30,000**	**$70,058**
3.0 PRELIMINARY ENGINEERING																																					
3.1 Master Plan Design Refinements and Verification			4	8										8	20			$700	$1,312										$1,312	$3,324								$3,324
3.2 Bradshaw Rd to Horn Rd - 30% Geometric Approval Drawing			4	8			40								52			$700	$1,312			$4,000								$6,012								$6,012
3.3 30% Engineer's Estimate				6			40								46				$984			$4,000								$4,984								$4,984
3.4 Geotechnical Studies and Report			2	4		4									10			$350	$656		$472									$1,478					$12,286		$12,286	$13,764
3.5 Drainage Analysis Memo				4		8	60								72				$656		$944	$6,000								$7,600								$7,600
Subtotal Task 3			**10**	**30**		**12**	**140**							**8**	**200**			**$1,750**	**$4,920**		**$1,416**	**$14,000**							**$1,312**	**$23,398**					**$12,286**		**$12,286**	**$35,684**
4.0 ENVIRONMENTAL CLEARANCE																																					
4.1 Develop Project Description			8	32		4	4								48			$1,400	$5,248		$472	$400							$7,520			$1,000				$1,000	$8,520
4.2 Prepare PES Form			16	26			4								46			$2,800	$4,264			$400							$7,464			$9,000				$9,000	$16,464
4.3 Environmental Technical Studies																																					
4.3.1 Natural Environmental Study (Minimal Impact)																																	$8,007			$8,007	$8,007
4.3.2 Area of Potential Affects Maps (Section 106)																																$2,000				$2,000	$2,000
4.3.3 Historic Properties Survey Report																																$11,000				$11,000	$11,000
4.3.4 Archeological Survey Report																																$11,000				$11,000	$11,000
4.3.5 Visual Impact Memorandum																																$1,500				$1,500	$1,500
4.3.6 Initial Site Assessment																																$8,000				$8,000	$8,000
4.4 Prepare CEQA CE			**4**	**4**											8			$700	$656										$1,356			$1,440				$1,440	$2,796
4.5 NEPA CE Support																																$994				$994	$994
Subtotal Task 4			**28**	**62**		**4**	**8**								**102**			**$4,900**	**$10,168**		**$472**	**$800**							**$16,340**			**$45,934**				**$53,941**	**$70,281**
5.0 RIGHT OF WAY ENGINEERING																																					
5.1 Right of Way Retracement		6	2			4			16	40		16			84		$900	$350			$472			$2,080	$4,000		$3,760			$11,562								$11,562
5.2 Acquisition Documents		18	2			4			26	52					102		$2,700	$350			$472			$3,380	$5,200					$12,102								$12,102
5.3 Appraisal and Acquisition Services						4									4						$472									$472		$31,663					$31,663	$32,135
5.4 Caltrans Right of Way Certification Documents			**8**	**24**		**60**									92			$1,400	$3,936		$7,080									$12,416		$1,000					$1,000	$13,416
Subtotal Task 5		**24**	**12**	**24**		**72**			**42**	**92**		**16**			**282**		**$3,600**	**$2,100**	**$3,936**		**$8,496**			**$5,460**	**$9,200**		**$3,760**			**$36,552**		**$32,663**					**$32,663**	**$69,215**
6.0 PUBLIC OUTREACH																																					
6.1 City Council Workshop			6	4		8	24						2	8	52			$1,050	$656		$944	$2,400						$378	$1,312	$6,740								$6,740
6.2 Stakeholder Meetings			18	8			24						4	**8**	62			$3,150	$1,312			$2,400						$756	$1,312	$8,930								$8,930
Subtotal Task 6			**24**	**12**		**8**	**48**						**6**	**16**	**114**			**$4,200**	**$1,968**		**$944**	**$4,800**						**$1,134**	**$2,624**	**$15,670**								**$15,670**
7.0 DESIGN																																					
7.0 Plans, Specifications and Estimate (PS&E)																																					
7.1.1 60% Plans and Estimate			8	32	20	100	228	80							468			$1,400	$5,248	$2,840	$11,800	$22,800	$5,200							$49,288								$49,288
7.1.2 90% PS&E			6	24	20	72	180	60							362			$1,050	$3,936	$2,840	$8,496	$18,000	$3,900							$38,222								$38,222
7.1.3 100% PS&E			6	16	12	60	72	40							206			$1,050	$2,624	$1,704	$7,080	$7,200	$2,600							$22,258								$22,258
7.1.4 Final PS&E			6	8	8	32	54	30							138			$1,050	$1,312	$1,136	$3,776	$5,400	$1,950							$14,624								$14,624
7.2 Signal & Lighting Design				6			8								14				$984			$800								$1,784						$26,882	$26,882	$28,666
7.3 Landscape & Irrigation Design				6				200					16	50	272				$984				$13,000					$3,024	$8,200	$25,208								$25,208
Subtotal Task 7			**26**	**92**	**60**	**264**	**542**	**410**					**16**	**50**	**1460**			**$4,550**	**$15,088**	**$8,520**	**$31,152**	**$54,200**	**$26,650**						**$3,024**	**$8,200**	**$151,384**						**$26,882**	**$26,882**	**$178,266**
8.0 BIDDING AND CONSTRUCTION SUPPORT																																					
8.1 Bidding Assistance	4		2	8		12	10							4	40	$1,300		$350	$1,312		$1,416	$1,000							$656	$6,034						$257	$257	$6,291
8.2 Construction Support	4		8	24		32	10	2					2	6	88	$1,300		$1,400	$3,936		$3,776	$1,000	$130					$378	$984	$12,904						$2,725	$2,725	$15,629
8.3 Record Drawings			2	4		8	40	8						2	64			$350	$656		$944	$4,000	$520						$328	$6,798								$6,798
Subtotal Task 8	**8**		**12**	**36**		**52**	**60**	**10**					**2**	**12**	**192**	**$2,600**		**$2,100**	**$5,904**		**$6,136**	**$6,000**	**$650**					**$378**	**$1,968**	**$25,736**						**$2,982**	**$2,982**	**$28,718**
REIMBURSEABLES																														**$7,300**		**$2,350**	**$1,250**		**$2,908**	**$136**	**$6,644**	**$13,944**
TOTAL	**20**	**30**	**248**	**322**	**60**	**460**	**868**	**420**	**86**	**172**	**60**	**66**	**24**	**94**	**2930**	**$6,500**	**$4,500**	**$43,400**	**$52,808**	**$8,520**	**$54,280**	**$86,800**	**$27,300**	**$11,180**	**$17,200**	**$4,800**	**$15,510**	**$4,536**	**$15,416**	**$360,050**	**$30,000**	**$35,013**	**$47,184**	**$8,007**	**$15,193**	**$30,000**	**$165,397**	**$525,447**

EXHIBIT 1
CONTRACT NO. 59-2016

A. The method of payment for this contract will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.

B. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of $32,068.18. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

D. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.

F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.

G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

Omid Vaziri
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

H. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed $525,447

I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by LOCAL AGENCY's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

J. All subcontracts in excess of $25,000 shall contain the above provisions.

MEMORANDUM

DATE: June 20, 2016

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Interim Public Works Director
Steve Harriman, Public Works Operations and Maintenance Division Manager

SUBJECT: **RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A TWO YEAR CONTRACT WITH THE SACRAMENTO REGIONAL TRANSIT DISTRICT FOR LIGHT RAIL STATION MAINTENANCE SERVICES IN THE AMOUNT OF $161,040**

RECOMMENDATION

Adopt Resolution No. 67-2016.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution authorizes the City Manager to execute a contract with the Sacramento Regional Transit District ("RT") for light rail station maintenance services, which allows the City to continue to provide maintenance services at the four light rail stations in Rancho Cordova through June 30, 2018.

BACKGROUND

On April 5, 2015, the City entered into a one-year contract with RT for maintenance of the four light rail stations in Rancho Cordova. On April 4, 2016, the City Council approved the first amendment, which extends the contract for three months through June 30, 2016.

The services provided by the City with funding from RT will continue to include landscape maintenance, removal of graffiti and litter, and waste collection from on-site receptacles. A City maintenance worker visits each of the four stations on a daily basis (20-24 hours per week total) to perform maintenance services. The City's landscape maintenance contractor also visits each of the four stations on a weekly basis, spending additional time at the Mather/Mills and Sunrise stations to maintain the landscaped areas in the parking lots.

The proposed contract allows the City the flexibility to provide more focused maintenance services for the light rail stations in the City. The ongoing collaboration between the city and RT has also improved communications regarding the general condition of the stations and ideas for improvement.

FISCAL IMPACT

The proposed contract requires RT to pay the City for maintenance services at the four light rail stations in Rancho Cordova. There is no fiscal impact to the General Fund.

ATTACHMENT

Resolution No. 67-2016, including Exhibit 1: Contract.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 67-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AUTHORIZING THE CITY MANAGER TO EXECUTE A TWO-YEAR CONTRACT WITH THE SACRAMENTO REGIONAL TRANSIT DISTRICT FOR LIGHT RAIL STATION MAINTENANCE SERVICES IN THE AMOUNT OF $161,040

WHEREAS, the City of Rancho Cordova executed a one-year contract on April 1, 2015 with the Sacramento Regional Transit District ("RT") to provide maintenance services at the four (4) light rail stations in the City; and

WHEREAS, the City of Rancho Cordova and RT executed a three-month extension to the contract on April 4, 2016; and

WHEREAS, the proposed two-year contract in the amount of $161,040 allows the City to continue to provide light rail station maintenance services through June 30, 2018; and

WHEREAS, the collaboration between the City and RT has been very effective in improving the cleanliness and appearance of the four light rail stations in Rancho Cordova; and

WHEREAS, both parties wish to enter into a new two-year contract; and

WHEREAS, there are sufficient funds budgeted to cover the costs of the contract.

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 the Sacramento Regional Transit District in the amount of $161,040, attached hereto 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

LIGHT RAIL STATIONS CLEANING AND MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into on _____, ("Effective Date") by and between the **CITY OF RANCHO CORDOVA,** a California municipal corporation, hereinafter CITY, and **SACRAMENTO REGIONAL TRANSIT DISTRICT,** a public corporation, hereinafter RT.

RECITALS

WHEREAS, RT currently performs cleaning and maintenance at RT's Mather Field/Mills, Zinfandel, Cordova Town Center and Sunrise light rail station platforms, park and ride lots, and the Coloma pedestrian crossing located in the City of Rancho Cordova as depicted in Exhibits A1 through A4, attached hereto (hereinafter "Premises"); and

WHEREAS, CITY desires to supplement RT's cleaning and maintenance work on the Premises.

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth, CITY and RT agree as follows:

1. CLEANING AND MAINTENANCE SERVICES. Throughout the term of this Agreement CITY must, on a weekly basis, remove all litter, empty trash cans, sweep, and remove graffiti at the Premises. CITY must perform work within RT's light rail station platforms and the station parking lots. However, CITY must not perform work in the Sacramento-Placerville Transportation Corridor Joint Powers Authority's right of way, or within 20 feet of RT's light rail tracks nor may any tools be used near any gated areas. RT will also forward all complaints and comments to CITY regarding cleaning and maintenance issues at the Premises. CITY must address the issue, or notify RT's Director, Facilities of its intended response to the issue, within 7 days of receipt of complaint or comment. All complaints will come from either RT's Customer Advocacy Department or RT's Facilities Department.

Additionally, CITY may install and regularly maintain plants, trees, ground covers and other landscaping materials and irrigation systems; perform site cleanup, trimming, removal, composting, and fertilization; chemical or mechanical weed abatement; diagnose specific landscaping problems and make recommendations for correcting the problems; and perform inspections of the light rail stations.

RT will maintain inspection records; interpret work orders; assist in preventive maintenance, troubleshooting and repairs at light rail stations, park and ride facilities, buildings and future use properties involving carpentry, masonry and other trades such as but not limited to asphalt work, use of decomposed granite and concrete, and masonry work; signage, plumbing and irrigation systems work; and analyze and diagnose flora and equipment problems.

All work under this Agreement must be accomplished in a safe manner and in accordance with all RT rules and policies to include all required training for each person working on RT property and must further comply with California Public Utilities Commission (CPUC) and Federal Railroad Commission (FRA) rules governing work around railways. CITY's employees and contractors must wear high visibility vests at all times while on the Premises. CITY will provide and maintain all equipment and supplies necessary to perform this work. All garbage must be removed and properly disposed of in accordance with all applicable federal, state, and local laws and regulations.

2. SAFETY TRAINING. CITY's employees, agents, volunteers, or any other individuals performing work under this Agreement must attend RT's "On Track Safety" course prior to commencing work under this Agreement, and annually thereafter, and must comply with all federal, state, and local regulations including Cal/OSHA and CPUC regulations, including CPUC General Order 175 – Roadway Worker Protection. Only those individuals who have attended RT's "On Track Safety" course may work within the Premises.

3. PREVAILING WAGES. Portions of the work to be performed under this Agreement constitute "public works" as defined in Labor Code Sections 1720-1720.9 and 1771. CITY must perform, and cause its contractors to perform, all public works in compliance with Division 2, Part 7, Chapter 1 of the Labor Code Section 1720 et seq. and all regulations adopted pursuant thereto, including the payment of prevailing wages (Labor Code Section 1771) and forfeiture for violations of the maximum worker service hours per day and per week (Labor Code Section 1813). For federally-funded contracts, wage rates are subject to

modification to comply with revisions in the federal minimum wage schedule (Labor Code Section 1740). A copy of the prevailing wage rates applicable to work performed under this Agreement is available in RT's Procurement office at 2816 N Street, Sacramento, CA 95816, which will be made available to the CITY and CITY's contractors upon request (Labor Code Sections 1773.2). CITY must require that any contractor or subcontractor performing work contemplated under this Agreement on behalf of CITY comply with the payroll recordation requirements set out in Labor Code Section 1776 and the apprenticeship requirements set out in Labor Code Section 1777.5. CITY must require all contractors or subcontractors performing work contemplated under this Agreement to post a copy of the prevailing wage determination at each work site (Labor Code Section 1773.2). Any contractor or subcontractor performing work under this Agreement must be currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 (Labor Code Section 1771.1). This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (See Labor Code Sections 1771.4 and 1775).

Pursuant to the requirements of Labor Code Section 1860, CITY must secure the payment of workers' compensation to its employees in accordance with the provisions of Labor Code Section 3700. Prior to the commencement of work, CITY must sign and file with the RT Director, Facilities a certification in the following form as set forth in Labor Code Section 1861:

> I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

This certification is hereby incorporated in the Agreement and execution of the Agreement by CITY will constitute the signing and filing of the required certificate.

If any work under this Agreement is to be performed by contractors or subcontractors on behalf of CITY, CITY must also ensure that such contractors or subcontractors secure the payment of workers compensation in accordance with Labor Code Section 3700 and sign and file the certification required under Labor Code Section 1861 with the RT Director, Facilities prior to the commencement of work by the contractor or subcontractor.

CITY must, and hereby agrees to, indemnify, defend with counsel approved by RT, protect and hold harmless RT from and against any and all claims, whether known or unknown, and which directly or indirectly, in whole or in part, are caused by, arise from, or relate to, or are alleged to be caused by, arise from, or relate to the payment or requirement of payment of prevailing wages, the failure to comply with any federal or state labor laws, regulations or standards in connection with all work pursuant to this Agreement, whether or not any insurance policies have been determined to be applicable to any such claims and whether or not such claims are brought by employees of contractors or subcontractors.

4. TERM. This Agreement will commence on July 1, 2016 and will terminate on June 30, 2018 (hereinafter "Term") unless sooner terminated or cancelled.

5. TOTAL CONSIDERATION. The total consideration payable to CITY may not exceed the amount of $161,040. This amount is established for RT budgetary purposes and does not constitute a contractual commitment by RT to retain CITY to such an extent, or a commitment by CITY to provide all required services within the amount so established. However, CITY may not provide services that are billable to RT in an amount exceeding the amount of the total consideration provided above unless approved in advance by written amendment to this Agreement.

Because the term of this Agreement spans more than one RT fiscal year (beginning July 1st and ending the following June 30th), the parties agree that if RT does not budget sufficient funds for the services for any RT fiscal year beginning after the Effective Date, then RT may terminate this Agreement effective upon giving written notice of termination to CITY. If RT terminates this Agreement under this provision or for its convenience as provided in Article 9 (Termination for Convenience), RT will pay CITY invoices for services provided prior to the effective date of the termination, but in no event will RT be liable for any premium charges or extraordinary costs based on the early termination. CITY is not obligated to perform any of its obligations under this Agreement after its termination, except those that survive the termination or expiration of this Agreement as further set forth herein. If the amount budgeted for this Agreement is reduced in any RT fiscal year beginning after the Effective Date, RT has the option

to terminate this Agreement as provided above or to offer an amendment to CITY to reflect any changed terms and conditions.

6. METHOD OF PAYMENT.

A. In accordance with the terms and conditions of this Agreement, RT will pay CITY $20,130 per quarter in advance for CITY's cleaning and maintenance services, subject to the maximum consideration set out in Article 5. For the quarter commencing on July 1, 2016, RT will remit payment within 45 days of executing this Agreement. For subsequent quarters, CITY must submit a quarterly invoice, on or before the 10th of the first month of the quarter, for review and approval by RT's Director, Facilities, setting forth the work to be performed, including dates and locations, in compliance with this Agreement. CITY must also provide RT's Director, Facilities, with monthly reports on or before the 10th of each month confirming the dates of location of services performed in the previous month. CITY must reference Contract No. 45000xxxxx on its invoices. RT will pay each approved invoice within 30 days of receipt thereof, subject to the provisions set out in Paragraph B. Upon early cancellation or termination of this Agreement, CITY must submit a report to RT's Director, Facilities, describing work completed for the quarter up to the date of cancellation or termination and must return to RT the advanced payment for the remainder of the quarter on a pro rata basis within 30 days.

B. RT may withhold payment of all or part of the amount invoiced by CITY if RT determines that one or more of the following exist:
   1. The Services do not conform to the requirements set out in this Agreement;
   2. CITY has damaged RT's property or a third party's person or property;
   3. CITY failed to maintain required insurance coverage; or
   4. CITY persistently fails to carry out the work in accordance with this Agreement.

   If RT disputes payment of any item on the invoice for one or more of the reasons set out above, the amounts and reasons for withholding or deducting payment will be documented to CITY within 30 days after receipt of invoice by RT. RT will assign a sequential reference number to each deduction. RT will not delay payment for the undisputed portions of the invoice. All invoices will be due no later than 30 days after completion and acceptance of the work under this Agreement.

C. Unless otherwise agreed, payment against invoice will be delivered by first class mail through the facilities of the US Post Office, postage prepaid, addressed to the applicable party in the manner set forth in Article 37 (Notices). Payment against invoice will be deemed to be made in Sacramento, California, whether or not payment is addressed to a different location or delivered in another manner.

7. CANCELLATION FOR BREACH. If either party to this Agreement fails to substantially perform its obligations in accordance with this Agreement, the other party may send the breaching party a written notice specifying the basis of the breach and an opportunity to cure within a reasonable time period of at least 30 days. If the breaching party fails to cure within the period specified, the other party may cancel the Agreement by written notice for breach as of the date specified in that notice.

If it is subsequently determined that the breaching party did substantially perform its obligations in accordance with this Agreement, then the party that cancelled the Agreement for breach will be deemed to have terminated this Agreement for its convenience in whole.

8. OPPORTUNITY TO CURE. Either party may terminate this Agreement immediately following written notice if the other party is in default as to any of its material obligations hereunder, provided that: (a) the defaulting party has received a written notice containing a reasonably complete description of the default; and (b) the defaulting party has failed to cure the default within 30 calendar days after receiving such notice; provided that if such failure is capable of cure but cannot be cured during such 30-day period, no event of default may occur so long as the defaulting party is diligently attempting to cure and does so within such additional period of time as is approved in writing by the non-defaulting party.

9. TERMINATION FOR CONVENIENCE. Either party to this Agreement may terminate this Agreement for its convenience in whole or in part at any time upon 30 days' advanced written notice to the other party specifying the effective date of termination.

10. INDEMNIFICATION. To the extent permitted by law, CITY, as Indemnitor, does hereby assume responsibility and liability for, and agrees to defend, indemnify, protect, save and keep harmless RT, as

Indemnitee, including any and all of its directors, officers, employees, and its successors and assigns from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses and disbursements including reasonable attorneys' fees and expenses (including allocated costs of RT staff attorneys), whether direct or indirect, caused by the negligent or wrongful act or omission of Indemnitor, including, without limitation, Indemnitor's officers, agents, employees, volunteers or contractors, arising out of or resulting from Indemnitor's performance of its obligations under this Agreement, but not to the extent of RT's sole negligence or willful misconduct.

Indemnitor must, upon Indemnitee's request, defend at its sole cost any suit asserting a claim covered by this indemnity provision. The parties must cooperate in the defense of such actions brought by others with respect to the matters covered in this indemnity.

The foregoing right to indemnify will be in addition to, and not exclusive of, any other legal, equitable or statutory right(s) of indemnification to which a party may be entitled, and will not be invalidated due to the expiration, termination, or cancellation of this Agreement.

11. INSURANCE. CITY and its contractors, at their sole cost and expense and for the full term of this Agreement, must obtain and maintain at least all of the following minimum insurance requirements. The insurance requirements set out below may be satisfied in whole or in part by CITY through an affidavit of self-insurance up to the required limit of $2,000,000. Within 30 days of the date of execution, CITY must provide a written statement specifying the coverage and limits of its self-insurance and, for any insurance requirements not satisfied through self-insurance, the proof of insurance set forth above.

A. COMPREHENSIVE GENERAL LIABILITY policy with a minimum limit of not less than $2,000,000 combined single limit for bodily injury and property damage, providing at least all of the following minimum coverages:
   1. Premises Operations
   2. Blanket Contractual
   3. Primary Coverage

B. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY policy written in accordance with the laws of the State of California and providing coverage for any and all employees of CITY.
   1. This policy must provide coverage for Workers' Compensation (Coverage A).
   2. This policy must also provide coverage of $1,000,000 Employers' Liability (Coverage B).

C. ENDORSEMENTS: All of the following endorsements are required to be made a part of each of the above required policies as stipulated below.
   1. Sacramento Regional Transit District (herein referred to as RT), its employees, directors, officers, agents and contractors are hereby added as additional insureds for primary coverage. This requirement must be added to the General Liability policy.
   2. The requested policies will all be considered primary insurance with respect to any other valid and collectible insurance RT may possess, including any self-insured retention RT may have, and any other insurance RT possesses will be considered excess or secondary insurance only.
   3. CITY's insurer must agree to waive the right of subrogation against RT for the following policies:
      a. Workers' Compensation policy
   4. Each of the requested insurance policies must act for each insured, and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company.

D. PROOF OF COVERAGE: Copies of all the required ENDORSEMENTS must be attached to the CERTIFICATE OF INSURANCE, which must be provided by CITY's insurance company as evidence of the stipulated coverages. This Proof of Insurance, along with identification of the Contract title, must then be mailed to:

   Sacramento Regional Transit District
   Attn: Kathy Lonergan, Senior Paralegal
   Office of Chief Counsel
   P O Box 2110
   Sacramento CA 95812-2110

Or emailed to:
   mseo@sacrt.com
   klonergan@sacrt.com

Thirty (30) days' prior written notice must be given to RT if there is a change in policy or cancellation of policy. All cancellation notices must also be sent to the above-listed address.

E. SPECIAL PROVISIONS
   1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by CITY, and any approval of said insurance by the Board, RT, or their insurance consultant(s) are not intended to and may not in any manner limit or qualify the liabilities and obligations otherwise assumed by CITY pursuant to this Contract, including, but not limited to, the provisions concerning indemnification.
   2. RT reserves the right to withhold payments to CITY in the event of material noncompliance with the insurance requirements outlined above.

12. FEDERAL GRANT CONDITIONS. This Agreement is subject to a financial assistance Contract between RT and the United States of America (hereinafter "Federal Government"), acting through the Department of Transportation (hereinafter "U.S. DOT"), and Federal Transit Administration (hereinafter "FTA"). CITY must at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between RT and FTA, as it may be amended or promulgated from time to time during the term of this Agreement. CITY's failure to so comply constitutes a material breach of this Agreement. If such changes cause an increase or decrease in the work to be performed by CITY or the time for such performance, then the compensation to be paid to CITY and time of performance will be equitably adjusted.

13. NON LIABILITY OF FEDERAL GOVERNMENT.
   A. CITY acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and will not be subject to any obligations or liabilities to CITY, or any other party, (whether or not a party to that Agreement) pertaining to any matter resulting from the underlying Agreement.
   B. CITY must include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA.

14. FALSE STATEMENTS.
   A. CITY acknowledges that the provisions of the Program Fraud Civil Act of 1986, as amended, 31 U.S.C. Section 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Agreement. Upon execution of this Agreement, CITY certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Agreement. In addition to other penalties that may be applicable, CITY further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on CITY to the extent the Federal Government deems appropriate.
   B. CITY also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under this Agreement that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Section 5307, the Government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5307(n)(1) on CITY, to the extent the Federal Government deems appropriate.
   C. CITY must include the above clauses in each subcontract under this Agreement. It is further agreed that the clause will not be modified, except to identify the subcontractor who will be subject to its provisions.

15. ALLOWABLE COSTS. With respect to noncompetitively-bid Agreements and Change Order(s) to all Agreements, costs incurred by CITY will be allowable to the extent that they meet all of the requirements set forth below. They must:
   A. Be made in conformance with the Scope of Work and all other provisions of the Agreement;
   B. Be necessary in order to accomplish the Agreement;
   C. Be reasonable in an amount for the goods or services purchased;

D. Be actual net cost to CITY (i.e., the price paid minus any refunds, rebates, or other items of value received by CITY that have the effect of reducing the cost actually incurred);
E. Be incurred (and be for work performed) after the effective date of the Agreement or Change Order unless specific authorization from the RT to the contrary is received;
F. Unless permitted otherwise by Federal statute or regulation, conform with FTA guidelines and regulations (2 C.F.R. Part 1201), Federal cost principles (48 C.F.R. Part 31), and the Office of Management Super Circular (2 C.F.R. Part 200), as applicable;
G. Be satisfactorily documented;
H. Be treated uniformly and consistently under accounting principles and procedures approved and prescribed by RT; and
I. Be supported by properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges.

CITY must include these clauses in each subcontract under this Agreement.

16. AUDIT AND INSPECTION.

A. CITY must provide RT, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers, and records of CITY that are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. CITY also agrees, pursuant to 49 C.F.R. Section 633.17, to provide the FTA Administrator or his authorized representatives, including any PMO CITY access to CITY's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. Section 5302(a)(1), that is receiving federal financial assistance through the programs described at 49 U.S.C. Sections 5307, 5309 or 5311.
B. CITY must permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. CITY must maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case CITY must maintain same until RT, the FTA Administrator, the Comptroller General, or any of their duly authorized representative, have disposed of all such litigation, appeals, claims, or exceptions related thereto (49 C.F.R. Section 18.39(i)(11)).

CITY must include the above clauses in each subcontract under this Agreement.

17. SMALL, MINORITY, WOMEN, AND DISADVANTAGED BUSINESS ENTERPRISE. Neither CITY nor its subcontractors(s) may discriminate on the basis of race, color, national origin or sex in the performance of this Agreement. CITY must include applicable requirements of 49 C.F.R. Part 26 in the award, administration and performance of this Agreement and any subcontracts. CITY must take steps to assure that qualified small, minority, women and disadvantaged business enterprises are used when possible and to the fullest extent practicable. CITY must make information available to potentially-qualified firms about procurement opportunities. CITY must divide total requirements, when economically feasible, into smaller tasks or quantities and establish delivery schedules to encourage the participation of small, minority, women and disadvantaged business enterprises. CITY must seek the assistance of the Small Business Administration and the Department of Commerce's Minority Business Development Agency to facilitate the participation of small, minority, women and disadvantaged business enterprises. Failure by CITY to carry out these requirements is a material breach of this Agreement, which may result in the termination of the Agreement or such other remedy as RT deems appropriate.

18. NONDISCRIMINATION. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. Section 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. Section 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12132, and Federal transit law at 49 U.S.C. Section 5332, CITY may not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, CITY must comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

19. EMPLOYMENT OF LABORERS AND MECHANICS (Contracts over $100K). The wages of any laborer or mechanic employed in the performance of this Agreement must be computed on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that

the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. This clause implements Sections 102 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. Section 3702 and the Department of Labor Regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Constructs Subject to the Contract Work Hours and Safety Standards Act," 29 C.F.R. Part 5.

20. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Agreement, CITY must:

A. In accordance with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e, Federal transit laws at 49 U.S.C. Section 5332, comply with all applicable equal employment opportunity requirements of US Department of Labor (US DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.* (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Agreement.

B. Take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, national origin, sex, age or disability. Such action may include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. In addition, comply with any implementing requirements FTA may issue.

C. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. Section 623 and Federal transit laws at 49 U.S.C. Section 5332, refrain from discrimination against present and prospective employees for reason of age. In addition, comply with any implementing requirements FTA may issue.

D. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12112, comply with the requirements of U.S. Equal Employment Opportunity Commission "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, CITY must comply with any implementing requirements FTA may issue.

CITY must include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

21. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES. CITY must comply with the requirements that are applicable to this Agreement:

A. Title I of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. Section 12101 et seq.;

B. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section794;

C. Section 16 of the Federal Transit Act, as amended, 49 U.S.C. Section5301 (d);

D. U.S. DOT regulations, "Transportation for Individuals with Disabilities," 49 C.F.R. Parts 27, 37 and 38 and 36 C.F.R. Part 1192;

E. U.S. Architectural and Transportation Barriers Compliance Board, "ADA Accessibility Guidelines for Buildings and Facilities," (ADAAG);

F. U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

G. U.S. DOJ Regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

H. U.S. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

I. U.S. Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630.

J. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F.

22. DISCRIMINATORY SPECIFICATIONS. CITY must comply with the provisions of 49 U.S.C. Section 5323(h)(2) by refraining from including any exclusionary or discriminatory specifications in any solicitation or subcontract issued or executed by CITY for work to be performed under this Agreement.

23. SEISMIC SAFETY - BUILDING DESIGN AND CONSTRUCTION. In accordance with 42 U.S.C. Section 7701 et seq., any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 C.F.R. Part 41 Sections 41.117 and 41.120 and will certify to compliance to the extent required by the regulation. CITY also will ensure that all work performed under this Agreement, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the Project.

24. ENERGY CONSERVATION. CITY must comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 *et seq*. and 49 C.F.R. Part 18.

25. MOTOR VEHICLE AND MOTOR VEHICLE ENGINE POLLUTION. CITY agrees that any vehicles acquired as a part of this Agreement must be designed and equipped to limit air pollution as provided in accordance with the following EPA regulations: "Control of Air Pollution from Motor Vehicles and Motor Vehicle Engines," 40 C.F.R. Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines; Certification and Test Procedures," 40 C.F.R. Part 86; and "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600.

26. RECYCLED PRODUCTS. CITY must provide products and services that conserve natural resources, protect the environment, and are energy efficient in accordance with the Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. Section 6962), and the EPA guidelines, “Comprehensive Procurement Guidelines for Products Containing Recovered Materials,” 40 C.F.R. Part 247 through Part 253, In all subcontracts of $10,000 or more, CITY must give competitive preference to products and services that meet these criteria and contain recycled materials identified in the EPA guidelines.

27. LOBBYING RESTRICTIONS. CITY may not use any funds under this Agreement to support activities designed to influence Congress or any State Legislature on legislation or appropriation as prohibited by U.S. DOT regulations “New Restrictions on Lobbying” at 49 C.F.R. Part 20.100, as modified by 31 U.S.C. Section 1352. CITY must ensure that each subcontractor performing work pursuant to the terms of this Agreement complies with the lobbying restrictions contained in 49 C.F.R. Part 20.100. Nothing in this Article will be construed to prohibit a CITY or subcontractor from lobbying Congress or any State legislature using CITY’s own funds rather than the revenues received under this Agreement.

28. PROTECTION OF SENSITIVE SECURITY INFORMATION. If CITY is provided with access to RT sensitive security information, CITY and all subcontractors at each tier must protect the Sensitive Security Information in accordance with 49 U.S.C. Section 40119(b) and implementing DOT regulations “Protection of Sensitive Security Information,” 49 C.F.R. Part 15, and with 49 U.S.C. Section 114(s) implementing Department of Homeland Security regulations “Protection of Sensitive Security Information,” 49 C.F.R. Part 1520 and any implementing regulations, requirements or guidelines that the Federal Government may issue.

29. SEAT BELTS. Pursuant to Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” 23 U.S.C. Section 402 note, CITY is encouraged to adopt on-the-job seat belt use policies and programs for its employees that operate company-owned, rented, or personally-operated vehicles.

30. METRIC MEASUREMENTS. Where feasible, and to the extent practicable, RT will accept property and services with dimensions expressed in metric measures in compliance with the Metric Conversion act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. Sections 205a et seq.; Executive Order No. 12770, “Metric Usage in Federal Government Programs,” 07-25-1991, 15 U.S.C. Section 205a note; and DOT or FTA regulations and directives. If, for any given product or service provided under the Agreement, no measurement system is specified and CITY desires to provide the product or service with metric measures, CITY must confer with RT to determine whether it is feasible and practicable to do so.

31. LICENSES, PERMITS, TAXES, ETC. CITY represents and warrants to RT that CITY and its contractors have all licenses, permits, City/County Business Operations Tax Certificate(s), qualifications and approvals legally required to perform the work under this Agreement. CITY represents and warrants to RT that CITY and its contractors will, at their sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to the perform the work under this Agreement.

32. NONDISCRIMINATION.

A. During the performance of this Agreement, CITY and its contractors may not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, gender, gender identity, gender expression, genetic information, race, color, ancestry, religion, national origin, physical disability, mental disability, medical condition, age, military or veteran status, marital status, family care, or pregnancy disability care leave. CITY and its contractors must insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CITY and its contractors must comply with the provisions of the Fair Employment and Housing Act (Government Code § 12900, *et seq*.) and the applicable regulations promulgated thereunder (California code of Regulations, Title 2, § 7285.0, *et seq*.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Sections 12990(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CITY and its contractors must give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
B. CITY must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

33. MODIFICATION. No waiver, alteration, modification, or termination of this Agreement will be valid unless made in writing and signed by the authorized parties thereof.

34. THIRD PARTIES. Each party will be solely liable to third parties with whom it enters into contracts to effectuate the purpose of this Agreement and for those third-party contract must (i) pay directly to the third party for all amounts owed, and (ii) indemnify and hold harmless the other party from any amounts owed to that third party. Nothing set forth in this Agreement will establish a standard of care for, or create any legal rights in, any person not a party to this Agreement.

35. WORKERS COMPENSATION. Neither party to this Agreement is responsible for providing payments or benefits to the other parties' employees or contractors, including without limitation, workers compensation insurance or any other protective insurance coverage that is based upon the relationship of employer and employee.

36. RELATIONSHIP BETWEEN THE PARTIES. Nothing in this Agreement is intended to or will be construed to create any contractual or other relationship, whether expressed or implied, of joint power, joint venture, partnership, principal-agent, or master-servant. No CITY employees or CITY contractors performing work under this Agreement will be considered an employee of RT. RT will have no obligation to pay wage claims made against the CITY or RT by CITY employees or contractors performing work under this Agreement. This Agreement does not grant either party the power or authority to bind the other party in any respect.

37. NOTICES. All notices and other communications under this Agreement must be in writing and will be deemed to have been given (i) on the date of delivery, if delivered personally to the party to whom notice is given, or if made by facsimile or email directed to the party to whom notice is to be given at the telecopy number or e-mail address listed below, or (ii) at the earlier of actual receipt or the second business day following deposit in the United States mail, postage prepaid. Notices and other communications will be directed to the parties at the addresses shown below. A party may change its person designated to receive notice, its facsimile number, email address or its mailing address from time to time by giving notice to the other parties in accordance with the procedures set forth in this Article.

CITY: City of Rancho Cordova
Attn: Steve Harriman, Public Works Division Manager
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Telephone: 916-851-8716
Fax: 916-851-8787
Email: sharriman@cityofranchocordova.org

RT: Sacramento Regional Transit District
Attn: Director, Facilities
P.O. Box 2110
Sacramento, CA 95812-2110
Tel. (916) 321-5375
Fax (916) 557-4541
Email: Lcain@sacrt.com

38. GOVERNING LAW. The laws of the State of California, the state in which this Agreement is signed will govern the interpretation and enforcement of this Agreement. The parties will submit any disputes arising under this Agreement to a court of competent jurisdiction located in Sacramento, California.

39. SEVERABILITY. In any term, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid; the remainder of the Agreement will remain in effect.

40. AMBIGUITIES. The parties have each carefully reviewed this Agreement and have agreed to each term of this Agreement. No ambiguity will be presumed to be construed against either party.

41. SURVIVAL. The parties agree that their respective rights, duties, and obligations under any provision of this Agreement which by its terms imposes an obligation on RT and CITY that is continuing in nature will survive the expiration, cancellation or termination of this Agreement to the extent that such obligation remains unperformed as of the expiration or termination of this Agreement.

42. INTEGRATION. This Agreement along with all attachments and exhibits attached hereto embodies the entire agreement between the parties with respect to the subject matter hereunder and no other understanding, whether verbal, written or otherwise, exists between the parties.

43. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which are deemed to be an original, but all of which together constitute but one and the same instrument.

44. AUTHORITY TO BIND. Each of the signatories to this Agreement represent that they are authorized to sign this Agreement on behalf of such party and that all approvals, resolutions and consents that must be obtained to bind such party have been obtained and that no further approvals, acts or consents are required to bind such party to this Agreement.

45. 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.

/ / /

/ / /

IN WITNESS WHEREOF, the parties entered into this Agreement on the day and year first hereinabove appearing.

CITY OF RANCHO CORDOVA

By: _____
Cyrus Abhar
City Manager

By: _____
Adam Lindgren
City Attorney

SACRAMENTO REGIONAL TRANSIT DISTRICT

By: _____
JAY SCHENIRER, Chair

By: _____
MICHAEL R. WILEY
General Manager/CEO

Approved as to Content:

By: _____
DIANE NAKANO
AGM of Engineering and Construction

Approved as to Funding:

By: _____
HENRY LI
AGM of Administration

Approved as to Legal Form:

By: _____
RT Attorney

MEMORANDUM

DATE: June 20, 2016

TO: Honorable Mayor and Council Members

FROM: Liisa Behrends, Finance Department

SUBJECT: **RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE FOURTH AMENDMENT TO THE FIRST RESTATED GRANT AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND THE CORDOVA COMMUNITY COUNCIL FOUNDATION**

RECOMMENDATION

Adopt Resolution No. 69-2016.

RESULT OF RECOMMENDED ACTION

The City will make funds available to the Cordova Community Council for a one year extension of a grant to provide a professionally managed umbrella organization for Rancho Cordova non-profits that will provide community event support, volunteer management and civic engagement.

BACKGROUND

Since 2007, the City has given grant funds to the Cordova Community Council Foundation (CCCF) for the purpose of creating a professionally managed umbrella organization for Rancho Cordova non-profit organizations. The goal for strengthening the 50+ year old Community Council has always been to build capacity for volunteer management, fund-raising and community event support as a much-valued and necessary contributor to one aspect of a healthy, newly incorporated city. Over the past nine years, support for the CCCF has been given in a series of three year grants, with the last one concluding June 30, 2016. The cumulative total of all grant funds to date is $2,774,392.

During the budget work sessions for the FY 2015-17 budget, the City Council discussed at length their desire to continue to support the work of the CCCF. Of particular note was the desire to ensure a continuance of community events that the CCCF is unable to sustain without financial support from the City of Rancho Cordova. Based on those discussions and Council action in the two-year approved budget, this amendment to the grant agreement extends the grant term to June 30, 2017, providing a grant amount of $460,000 for FY 2016-17.

ATTACHMENT

Resolution No. 69-2016 including Exhibit A: Contract.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 69-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AUTHORIZING THE CITY MANAGER TO EXECUTE THE FOURTH AMENDMENT TO THE FIRST RESTATED GRANT AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND THE CORDOVA COMMUNITY COUNCIL

WHEREAS, the Parties entered into a Grant Agreement dated July 1, 2007, a First Amendment to that Grant Agreement on September 17, 2007, a First Restated Grant Agreement on July 1, 2008, a First Amendment to the First Restated Grant Agreement on July 1, 2010, a Second Amendment to the First Restated Grant Agreement on July 1, 2012 and a Third Amendment on August 19, 2013 for the purpose of continuing civic engagement, community event support and volunteer management; and

WHEREAS, the City of Rancho Cordova wishes to amend the contract with the Cordova Community Council to continue receiving services through the fiscal year 2016-2017 and increasing the grant amount by $460,000; and

WHEREAS, there are sufficient funds budgeted to cover the costs of the contract.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute the Fourth Amendment to the First Restated Grant Agreement attached as **Exhibit A** between the City of Rancho Cordova and the Cordova Community Council Foundation in a form approved by the City Attorney.

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
CONTRACT NO. 124-2008-4

FOURTH AMENDMENT TO THE FIRST RESTATED GRANT AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND THE CORDOVA COMMUNITY COUNCIL FOUNDATION

This Fourth Amendment to the First Restated Grant Agreement ("Amendment") is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and the Cordova Community Council Foundation, a California public benefit corporation ("Grantee"), as of July 1, 2016. City and Grantee are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into a Grant Agreement dated July 1, 2007, a First Amendment to that Grant Agreement on September 17, 2007, a First Restated Grant Agreement on July 1, 2008, a First Amendment to the First Restated Grant Agreement on July 1, 2010, a Second Amendment to the First Restated Grant Agreement on July 1, 2012, and a Third Amendment to the First Restated Grant Agreement on July 1, 2013 for the purpose of providing community capacity-building services; and

WHEREAS, the Third Amendment entered into in 2013 outlined the City's support for Grantee for fiscal years 2013-14, 2014-15 and 2015-16; and

WHEREAS, the City remains committed to supporting Grantee's high-quality civic engagement and leadership development programming, including community events and volunteer recruitment and management efforts, which further the City's policy to engage residents in the City's affairs and develop and support strong community leaders; and

WHEREAS, the Parties agree that this Amendment to the First Restated Grant Agreement is necessary in order for Grantee to continue to provide these services to City.

NOW, THEREFORE, the Parties hereto agree as follows:

AGREEMENT

1. The parties agree to modify Article IV to read as follows:

   "The term of this Restated Grant Agreement is from July 1, 2013 through June 30, 2017 in order to accomplish continuity and stability of year-round community events. Subject to the provisions of the Restated Grant Agreement and this Amendment, the City will make grant funds available to the Grantee for operational expenses for the purpose of delivering outcomes in the form of services and products as follows:

   Year 1 (FY 2013-14)—$400,000 in grant funds will be made available to the Grantee from July 1, 2013 through June 30, 2014.

Year 2 (FY 2014-15)—$420,000 in grant funds will be made available to the Grantee from July 1, 2014 through June 30, 2015.

Year 3 (FY 2015-16)—$440,000 in grant funds will be made available to the Grantee from July 1, 2015 through June 30, 2016.

Year 4 (FY 2016-17)—$460,000 in grant funds will be made available to the Grantee from July 1, 2016 through June 30, 2017."

2. All other terms and conditions in the First Restated Grant Agreement, as well as the First, Second and Third Amendments thereto, shall remain in full force and effect to the extent they are not in conflict with this Amendment.

3. The signatures of the Parties to this Amendment may be executed and acknowledged on separate pages or in counterparts which, when attached to this Amendment, shall constitute one complete Amendment.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year first above written.

CITY OF RANCHO CORDOVA

_____
Cyrus Abhar, City Manager

Date:_____

Attest:

_____
Mindy Cuppy, City Clerk
Date:_____

Approved as to Form:

_____
Adam U. Lindgren, City Attorney
Date:_____

CORDOVA COMMUNITY COUNCIL FOUNDATION (GRANTEE), a California public benefit corporation

_____
By:
Its:

Date:_____

2668033.1

MEMORANDUM

DATE: June 20, 2016

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Interim Public Works Director
Steve Harriman, Public Works Operations and Maintenance Division Manager

SUBJECT: **RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT NO. 155-2015-1 WITH MANN MADE RESOURCES TO EXTEND THE TERM THROUGH JUNE 30, 2017 AND INCREASE THE CONTRACT AMOUNT FROM $75,000 TO $150,000**

RECOMMENDATION

Adopt Resolution No. 66-2016.

RESULT OF RECOMMENDED ACTION

Adoption of Resolution No. 66-2016 will authorize the City Manager to execute contract amendment 155-2015-1 with Mann Made Resources to extend the term through June 30, 2017 and increase the contract amount from $75,000 to $150,000.

BACKGROUND

The City executed Contract No. 155-2015 with Mann Made Resources on November 10, 2015 to provide on-call arborist consulting services. Gordon Mann, owner of Mann Made Resources, has assisted with a variety of City projects, including neighborhood tree planting projects in coordination with the Sacramento Tree Foundation, the pipeline safety program in coordination with Pacific Gas and Electric, assisting Code Enforcement with the evaluation of trees on private property, and review of the City's tree preservation ordinance. The proposed contract extension allows Gordon Mann to continue to assist with these projects through June 30, 2017.

FISCAL IMPACT

Funding for this position is included in the FY2016/17 City budget.

ATTACHMENT

Resolution No. 66-2016, including Exhibit 1 – Contract No. 155-2015-1.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 66-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT NO. 155-2015-1 WITH MANN MADE RESOURCES TO EXTEND THE TERM THROUGH JUNE 30, 2017 AND INCREASE THE CONTRACT AMOUNT FROM $75,000 TO $150,000

WHEREAS, the Parties entered into a Professional Services Agreement ("PSA") dated November 10, 2015 for the purpose of providing on-call arborist consulting services; and

WHEREAS, Mann Made Resources has provided significant value to the City of Rancho Cordova on promoting and enhancing the urban tree canopy; and

WHEREAS, adoption of this resolution will allow Mann Made Resources to continue to provide on-call arborist consulting services to the City through June 30, 2017; and

WHEREAS, there are sufficient funds budgeted to cover the costs of the contract.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute a contract amendment with Mann Made Resources, Consultant, to extend the term through June 30, 2017 and increase the contract amount from $75,000 to $150,000 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. 155-2015-1

FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND MANN MADE RESOURCES

This First Amendment to the Agreement for Professional Services ("Amendment") is made by and between the City of Rancho Cordova ("City") and Mann Made Resources ("Professional") as of July 1, 2016. City and Professional are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into a Professional Services Agreement ("PSA") dated June 30, 2016 for the purpose of providing On Call Arborist Consulting Services; and

WHEREAS, this Amendment will extend the term of the agreement through FY 2016/17 and increase the budget from $75,000 to $150,000 to allow the arborist services to continue; and

WHEREAS, the Parties agree that changes to the term and services provided for in the PSA are necessary in order for the City to continue receiving services by Professional.

NOW, THEREFORE, the Parties hereto agree as follows:

AGREEMENT

1. The Parties agree to modify the end date of the PSA from June 30, 2016 to June 30, 2017. The first sentence of Section 1.1 of the PSA, "Term of Services" is amended to read as follows:

   > "The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2017, and 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 in Section 8."

2. Section 2 of the PSA, "Compensation," provides for the City to pay Professional a sum not to exceed $150,000. The Parties agree to amend Section 2 of the PSA in order to increase the compensation amount to pay Professional for additional services. The first sentence of Section 2 of the PSA is amended to read as follows:

   > "City hereby agrees to pay Professional a sum not to exceed One Hundred and Fifty Thousand Dollars ($150,000), notwithstanding any contrary indication that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement."

3. The document entitled "Scope of Work," attached hereto as **Exhibit A**, shall replace and supersede the PSA's **Exhibit A**.

4. The document entitled "Compensation Schedule," attached hereto as **Exhibit B**, shall replace and supersede the PSA's **Exhibit B**.

5. All other terms and conditions in the PSA shall remain in full force and effect to the extent they are not in conflict with this Amendment.

6. The signatures of the Parties to this Amendment may be executed and acknowledged on separate pages or in counterparts which, when attached to this Amendment, shall constitute one complete Amendment.

7. **Contract Administration.** This Agreement shall be administered by Steve Harriman ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

   Notices. Any written notice to Professional shall be sent to:
   Gordon Mann
   Mann Made Resources
   12661 Torrey Pines Drive
   Auburn, CA 95602

   Email Address (for Insurance Update Requests):
   Gordon@mannandtrees.com

   Any written notice to City shall be sent to:
   City of Rancho Cordova
   Attn: Steve Harriman
   2729 Prospect Park Drive
   Rancho Cordova, CA 95670

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year first above written.

CITY OF RANCHO CORDOVA	**PROFESSIONAL**
_____	_____
Cyrus Abhar, City Manager	**Gordon Mann, Owner**
Date:_____	Date:_____

Attest:

_____
Mindy Cuppy, MMC, City Clerk
Date:_____

Approved as to Form:

_____
Adam U. Lindgren, City Attorney

EXHIBIT 1
CONTRACT NO. 155-2015-1

Date:_____

EXHIBIT 1
CONTRACT NO. 155-2015-1

Exhibit A

Scope of Services

1. Providing technical assistance to City departments on project design and plan review, project specifications and details, tree planting, tree management, tree removal, and tree maintenance issues.

2. Perform Level 1 and Level 2 tree assessment inspections to assess and analyze tree conditions as needed to perform tree management duties for the City-owned and protected private trees.

3. Administering the tree preservation ordinance.

4. Working with community groups, businesses, non-profits, parks and school districts, etc. to promote tree planting and tree care on public and private lands.

5. Act as the primary point of contact with the Sacramento Tree Foundation on the NeighborWoods Program, and Neighborhood Association engagement regarding City of Rancho Cordova tree related inquiries.

6. Facilitate community conversations about tree benefits, value, and importance of trees.

7. Host one arbor-day ceremony per year.

8. Facilitate qualification and application for the Tree City USA award.

EXHIBIT 1
CONTRACT NO. 155-2015-1

Exhibit B

Compensation Schedule

1. Contractor Hourly rate will be $78 per hour; including the provision of a vehicle for use during the course of work and all consulting arborist tools and equipment to perform Level 1 and Level 2 tree assessments as defined in ANSI A300 Part 9 tree assessments.

2. If tools such as chain saws, brush chippers, aerial lifts, or other tree maintenance power tools are required, the City of Rancho Cordova or its designated contractors shall supply the necessary and desired equipment.

3. If a Level 3 tree assessment is necessary on any trees for more detailed assessment or analysis, the City of Rancho Cordova shall be responsible for the tools or equipment or hiring the contractor to perform the additional assessment.

4. This contract does not include:
    a. Expert witness services. If the services of an expert witness are required, an additional contract agreement shall be entered into for those specific services.
    b. Printing of large size paper stock plans, posters, and signs.
    c. Printing of multiple copies or quantities or reports or documents for City of Rancho Cordova use.
    d. Provision of copies of NeighborWoods handbooks and resources for community tree management projects.

MEMORANDUM

DATE: June 20, 2016

TO: Honorable Mayor and Council Members

FROM: Elizabeth Sparkman, Engineering Manager

SUBJECT: **RESOLUTION DECLARING THE RESULTS OF THE MAIL BALLOT ELECTION RELATING TO THE IMPOSITION OF THE STORMWATER UTILITY FEE ON THE BRIDGEWAY SQUARE APARTMENTS PROJECT IN THE CITY OF RANCHO CORDOVA**

RECOMMENDATION

Adopt Resolution No. 65-2016 declaring the results of the mail ballot election relating to the imposition of the Stormwater Utility Fee on the Bridgeway Square Apartments Project.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution will declare the results of the ballot tabulation in connection with the imposition of the annual Stormwater Utility Fee on the Bridgeway Square Apartments Project. If majority approval exists, the City Council may impose the annual Stormwater Utility Fee on the Bridgeway Square Apartments Project pursuant to the Fee Ordinance. If there is no majority approval, the Stormwater Utility Fee shall not be imposed for the project.

BACKGROUND

The City Council previously adopted Resolution No. 49-2016 on May 16, 2016 declaring its intention to impose the annual Stormwater Utility Fee ("Fee") pursuant to Ordinance No. 7-2014 on the Bridgeway Square Apartments Project. A protest hearing was conducted on June 6, 2016 at which time no written protests were received from property owner representing a majority of the parcel subject to the Fee. Council then adopted Resolution No. 60-2016 authorizing the mailing of a property owner ballot for the purpose of submitting the Fee to a vote of the owners subject to the Fee. The balloting period ended at 1:00 pm on June 16, 2016.

The Clerk has tabulated the ballot returned by property owner for the Bridgeway Square Apartments Project. If majority approval exists, Council may impose the annual Fee on the Bridgeway Square Apartments Project pursuant to the Ordinance. If a majority approval does not exist, the Stormwater Utility Fee shall not be imposed for the project.

Tonight's Council action is to adopt Resolution No. 65-2016 declaring the results of the mail ballot election.

ATTACHMENT

Resolution No. 65-2016 with Exhibits A and B.

RESOLUTION NO. 65-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DECLARING THE RESULTS OF A MAIL BALLOT ELECTION RELATING TO THE IMPOSITION OF THE STORMWATER UTILITY FEE ON THE BRIDGEWAY SQUARE APARTMENTS IN THE CITY OF RANCHO CORDOVA

WHEREAS, on May 16, 2016 City Council adopted Resolution No. 49-2016 declaring intention to impose the annual Stormwater Utility Fee for Bridgeway Square Apartments Project; and

WHEREAS, Article XIII D of the California Constitution (Proposition 218) requires the City to follow certain procedural and substantive requirements relating to the imposition of property-related fees and charges (as defined in Proposition 218); and

WHEREAS, the City has determined that the Fee is a property related fee, subject to the provisions of Proposition 218; and

WHEREAS, before imposing the Fee, the City Council is required to hold a noticed public hearing on a written report (the "Written Report") containing a description of each parcel of real property within the City to which the Fee is applicable and the amount of the Fee for each such parcel for Fiscal Year 2015-2016, and to consider protests to the Fee and, if a majority protest is not received at the public hearing, the Council must submit the question of the imposition of the Fee to a vote of the owners of the property subject to the proposed Fee for approval before the proposed Fee may be levied; and

WHEREAS, in accordance with Proposition 218 the City Council held a duly noticed public hearing on the matter of the Written Report and the proposed Fee on June 6, 2016 and took testimony, both written and oral; and

WHEREAS, having determined that written protests were not received from property owners representing a majority of the parcels subject to the Fee, the City Council adopted Resolution No. 60-2016 authorizing the mailing of a property owner ballot (the “Ballot Measure”) for the purpose of submitting the Fee to a vote of the owners of parcels subject to the Fee, and subject to approval by a majority vote of the owners of parcels subject to the Fee; and

WHEREAS, pursuant to the terms of Resolution No. 60-2016 and the unanimous consent of the property owner, the Property Owner Balloting was conducted and completed at 1:00 p.m. on June 16, 2016 and the City Clerk has on file a Certificate of the City Clerk as to the Results of the Canvass of the Ballot Return in Connection with the Proposed Stormwater Utility Fee (the "Certificate"), a copy of which is attached hereto as Exhibit B and by this reference incorporated herein.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. The above recitals are all true and correct.
2. The Certificate is hereby accepted into the records of the City.
3. The Ballot Measure is authorized as set forth in Exhibit A attached hereto and by this reference incorporated herein.
4. The results of the Ballot Measure are as set forth in the Certificate on file with the City Clerk and attached to this Resolution as Exhibit B ("Certificate").
5. The City Clerk is authorized to declare the results of the mail ballot election relating to the imposition of the Stormwater Utility fee on the Bridgeway Square Apartments.
6. Pursuant to said Certificate, if the Ballot Measure submitted was approved by a majority vote of the owner of parcels subject to the Fee, the Fee is hereby imposed pursuant to Ordinance 7-2014 on the Bridgeway Square Apartments, otherwise, if the Ballot Measure submitted was not approved by a majority vote of the owners of parcels subject to the Fee, the imposition of the Fee is hereby abandoned for the Bridgeway Square Apartments.

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:

ABSTAINED:

_____
David M. Sander, Mayor

ATTEST:

_____
Mindy Cuppy, MMC, City Clerk

Exhibit A

BALLOT MEASURE

In order to provide the City of Rancho Cordova with a dedicated funding source to repair, reconstruct and maintain the storm drain system and to protect water quality, shall the City impose an annual Stormwater Utility Fee as shown in the Rate Analysis Report, dated 8/7/2014.

YES I support the proposed annual Stormwater Utility Fee

NO I oppose the proposed annual Stormwater Utility Fee

Exhibit B

CERTIFICATE OF THE CITY CLERK AS TO

THE RESULTS OF THE CANVASS OF THE ELECTION RETURNS

IN CONNECTION WITH THE PROPOSED STORMWATER UTILITY FEE

IN THE CITY OF RANCHO CORDOVA

I, Mindy Cuppy, City Clerk of the City of Rancho Cordova, hereby certify that I canvassed the returns of the election in connection with the imposition of an annual stormwater utility fee, that the last day for the return of mailed ballot was June 16, 2016, that the election was concluded on that date and that the total number of ballots cast in said election and the total number of votes cast for and against the ballot measure, as specified below, are full, true and correct.

Total of Ballots Received: 1

Total "Yes" Ballots: 1

Total "No" Ballots: 0

MEMORANDUM

DATE: June 20, 2016

TO: Honorable Mayor and Council Members

FROM: Michelle Mingay, Senior Finance Analyst

SUBJECT: **RESOLUTION APPROVING A THREE-YEAR EXTENSION OF THE FEE DEFERRAL PROGRAM FOR CERTAIN DEVELOPMENT IMPACT FEES**

RECOMMENDATION

Adopt Resolution No. 64-2016.

RESULT OF RECOMMENDED ACTION

If adopted, this resolution would extend the City's previously adopted development impact fee deferral program for another three years. Approval by the City Manager, or his designee, is required for any deferrals.

BACKGROUND

Following the acute nationwide slowdown in the housing market in 2008, the City Council approved a temporary fee deferral program in an effort to encourage project completion and new development. Under the program, developers could request the deferral of certain development impact fees at the time of building permit issuance. The City Council extended this program in 2009, 2010, and again in 2013.

The fee deferral program allows for City Manager, or his/her designee, approval of the deferral of certain impact fees. If approved, an applicant may defer payment of the fees to the earlier of 24 hours prior to scheduling of final inspection, issuance of a temporary or final certificate of occupancy, or one year from the date the deferral is approved. These sections are set to expire on June 30, 2016 and therefore staff is requesting that Council approve the extension of the program.

The Resolution before Council would extend the fee deferral program another three years and make minor amendments to reflect the fact that this is not necessarily a "temporary" program only tied to the economic downturn that began in 2008.

FISCAL IMPACT

The proposed resolution will have no impact on the General Fund. These fees are still collected.

ATTACHMENT

Resolution No. 64-2016.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 64-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING A THREE-YEAR EXTENSION OF THE FEE DEFERRAL PROGRAM FOR CERTAIN DEVELOPMENT IMPACT FEES

WHEREAS, in response to the nationwide slowdown in the housing market in 2008, the City of Rancho Cordova ("City") previously received requests from builders and the North State Building Industry Association (NSBIA) to consider deferring development impact fees; and

WHEREAS, the City responded to this market and customer need by allowing for the deferral of payment of certain developer impact fees from the issuance of building permit to the to the earlier of 24 hours prior to scheduling a final inspection, the certificate of occupancy, or one year from the date the deferral is approved by the City Manager; and

WHEREAS, the City Council desires to continue this practice in order to encourage quality development and drive diverse economic opportunities in the City; and

WHEREAS, the City Council adopted Ordinance 04-2016, extending the expiration date for the deferral of Transportation Impact Fees and certain Sunridge Douglas Community Plan fees to June 30, 2019; and

WHEREAS, the City desires to extend the time period of the Development Impact Fee Deferral Program (**Exhibit A**) in order to allow the program to remain effective for an additional three year period, to June 30, 2019

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to extend the time period of the Development Impact Fee Deferral Program to allow the program to remain effective for an additional three year period. The extension of this program shall automatically expire and be of no force and effect after June 30, 2019.

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

City of Rancho Cordova

Development Impact Fee Deferral Program

LAST UPDATED: June 2016

Finance Department
2729 Prospect Park Drive
Rancho Cordova, CA. 95670
Phone: 916-851-8700
www.cityofranchocordova.org

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Development Impact Fee Deferral Program

In order to help stimulate economic development and to be responsive to the needs of our customers, the City of Rancho Cordova is offering an interest-free fee deferral program for residential, commercial and industrial projects. Rather than requiring developers to pay all "development impact fees" at the time a building permit is issued, developers may request approval to defer the payment of select impact fees.

Program Highlights:

- Available to all new construction, including residential, retail, office and industrial
- Payment due at the earlier of final inspection, issuance of temporary or final certificate of occupancy, or one-year from the date the application is approved
- Deferred fees shall be paid at the rates applicable at the time of building permit issuance
- Deferrals apply to City controlled fees only

Eligible Development Impact Fees

Fees within the City's control may be deferred. Deferral of fees that are collected by the City and passed through directly to the City's regional partners will require agreement between the City and the other agency.

The following is a list of fees eligible for deferral:

- Community Facility Fee - Library
- Park Renovation Fee
- Transportation Development Impact Fees
- Local Housing Trust Fund – (available to non-residential projects)
- Certain Specific Plan Area fees, including:
    - Capital Village fees for park renovation and transportation impact
    - Sunridge Douglas fees for interim sewer, roadway construction and transit shuttle program
    - Villages of Zinfandel fees for park renovation and roadway construction

The City will determine, at its discretion, and subject to approval by the City Manager, or his/her designee, the amount of the fees that can be deferred. The City will be reviewing anticipated cash outlays and/or contracts related to specific development impact fees considered for deferment to determine which fees can be deferred at any point in time.

Sunset for Fee Deferral Program

The Fee Deferral Program will automatically expire on June 30, 2019.

Non-Residential Project Criteria

To be eligible for the deferral program, a project must meet at least one of the following criteria:

- Creates at least 25 full-time jobs
- Increases annual tax revenue by at least $5,000
- Project is determined to be a "Catalyst Project" that will further economic development goals and objectives

Project Qualifications

To participate in the deferral program, all outstanding City invoices, fees and taxes must have been paid in full.

Property owners are encouraged to utilize the Statewide Communities Infrastructure Program (SCIP) to finance their impact fees whenever possible. More information on the SCIP can be found at City Hall or on the City's website, at www.cityofranchocordova.org.

Fee Deferral Time Limits

- Non-residential projects - fees may be deferred until the earlier of final inspection, issuance of temporary or final certificate of occupancy, or twelve months from the date the fee deferral is approved.
- Residential projects - Fees may be deferred to the earlier of final inspection, or twelve months from the date the fee deferral is approved.

Processing Fee

The Fee Deferral Program is expected to result in costs to the City to implement and service the program. The fee for processing the deferral applications shall be $250 per residential unit, commercial project or industrial project.

Issuance of the Building Permit

Prior to the anticipated date of pulling the building permit, applicants should submit a fee deferral application to the Building & Safety Division staff. The Finance Director and/or Economic Development Manager will then review and approve the application. Building permits will be issued following approval of the application.

Payment of Fees

Fees deferred are due and payable at the earlier of 24 hours prior to scheduling of final inspection, issuance of temporary or final certificate of occupancy, or one year from the date the fee deferral is approved. There will be no interest charged on the deferred fees.

How Do I Apply

Applications may be obtained by contacting the City's Building & Safety Division at (916) 851-8760 or the Economic Development Department at (916) 851-8780.

Completed applications should be submitted to the Building & Safety Division Permit Counter.

Upon approval, the City will contact each applicant to inform them they may pull permits at the Building & Safety Division Permit Counter.

MEMORANDUM

DATE: June 20, 2016

TO: Honorable Mayor and Council Members

FROM: Amanda Norton, Economic Development Analyst

SUBJECT: **A PUBLIC HEARING TO CONSIDER AN ECONOMIC DEVELOPMENT SUBSIDY FOR BUILDING PERMIT FEES RELATED TO A NEW SHOPPING CENTER, SUNRDGE PLAZA, TO BE LOCATED AT THE SOUTH WEST CORNER OF SUNRISE BOULEVARD AND DOUGLAS ROAD, RANCHO CORDOVA, CA 95742; AND CONSIDERATION OF A RESOLUTION APPROVING AN ECONOMIC INCENTIVE AGREEMENT WITH DONAHUE SCHRIBER REALTY GROUP FOR THE SUBSIDY.**

RECOMMENDATION

Adopt Resolution No. 68-2016.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will modify the prior Council approved incentive by extending the time line by one year, authorize the City Manager to execute a Business Incentive Agreement with the Developer requiring the City to contribute up to $332,334.11 toward City building and development impact fees for the construction of a new shopping center and modify Resolution No. 41-2016.

BACKGROUND

In June 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 November 2014, the citizens of Rancho Cordova approved the Community Enhancement Fund. As part of the approval process, the community and city business partners expressed interest in assisting local businesses to grow and expand by creating a Business Incentive Program. The Program was awarded initial funding in the 2015/2016 budget cycle.

In September 2015, Economic Development Staff received direction on the draft Program and the City Council approved the Rancho Cordova Business Incentive Program on November 2, 2015.

On April 18, 2016, Council approved Resolution 41-2016, authorizing the City Manager to enter into a Business Incentive Agreement with Donahue Schriber Realty Group. Since the approval, Donahue Schriber has refined the construction schedule and is requesting a one year extension. The Raley's grocery store, Shops 1, Shops 2, service station, Pad 2, Pad 4, and Pad 5 are all planned to be constructed within the first phase. Pads 1 and 3 may not be developed within the term of the original agreement, which is the impetus for the one year extension request.

PROJECT OVERVIEW

The proposed Business Incentive funds are to be utilized to pay for a portion of the building and development impact fees associated with the construction of a new 97,043 square foot shopping center, to be located on the south west corner of Sunrise Boulevard and Douglas Road, APN #067-0030-051-000. The site is adjacent and immediately to the north of an existing Walgreens, 4050 Sunrise Blvd., Rancho Cordova, 95742. The proposed shopping center will contain 5 stand-alone pads, a gas station, and a grocery store with attached inline buildings. The grocery store was announced as a Raley's in November and the remaining tenants have not been publically disclosed as of the writing of this report. The Raley's store will be a full service grocery store of approximately 40,000 square feet. The Center will contain 92,975 square feet of retail shop space. The table below displays the overview of the project.

Grocery Anchored Shopping Center		
Number of pads	7	
Total SF of Pads = 92,975SF **Total SF of Pads + Patios = 97,034SF**	Service Station	4,400SF
	Pad 1	5,000SF
	Pad 2	4,500SF
	Pad 3	3,375SF
	Pad 4	8,000SF
	Pad 5	7,850SF
	Grocery + in line shops	59,850SF
Estimated annual sales tax, City portion	$205,000	
5 Year estimated sales tax, City portion	$1,025,000	
Estimated number of jobs: 150 **Full time – 75** **Part time – 75**	**Position**	**Mean Annual Wage***
	Restaurant Supervisor	$32,720
	Cook, Fast Food	$19,374
	Cook, Restaurant	$24,105
	Counter Attendants	$22,797
	Waiters & Waitresses	$25,066
	Dishwashers	$20,355
	Baker	$29,731
	Butcher	$33,680
	Food Service Manager	$50,242
	Hosts & Hostesses	$20,529
	Cashiers	$26,520
	Retail Sales Supervisor	$43,631
	Retail Sales Person	$27,883

*Wage data sourced from State of California, Employment Development Department, Occupation Employment Statistics Survey Results

REQUEST FOR CONSIDERATION

Fee Assistance – The Developer is requesting up to $332.334.11 in assistance to be utilized toward building and development impact fee assistance. The Developer has estimated that the construction costs for the retail buildings, monuments, and on and off site infrastructure to be $20,264,275. The request is 1.64% of the estimated total cost for construction. The fee estimates for the shopping center are $1,827,047.02. Including the fuel canopy for the service station and all patios on the buildings, the Developer will construct a 101,534sf shopping center. The shopping center will be anchored by a 40,000sf Raley's, and 52,975sf of retail.

Modified Contract Term - A contract extension is outside of the scope of what was considered at the previous noticed, public hearing, the matter is being placed before Council again for approval of the incentive with modifications to provide the extended term and the application of the incentive if Pads 1 and 3 are not developed by the termination of the agreement. The Developer wanted to make the requested modifications to the Business Incentive Agreement prior to utilizing any funds.

ANALYSIS

This Business Incentive Agreement between the City and the Developer would not guarantee that the project will commence construction, and the City is not obligated to make any contribution until the permits have been approved.

A shopping center would bring new jobs, new revenue, and provide a public benefit to Rancho Cordova. As Donahue Scriber is the Developer of Sunridge Plaza, they are estimating their tenants would require a total of 150 jobs. The jobs would be full time and part time, and based on average salaries from the California Employment Development Department would range from $19,347 to $50,242 per year. There would also be additional job creation during the construction phase of the project.

The project would bring new sales tax revenue to the City. Staff has conservatively estimated that the City would receive $205,000 per year in new sales tax revenue. At this level of revenue generation, the $332,334.11 contribution would be recouped by the end of the second year the Sunridge Plaza is open. The funds would come from the Business Incentive Program.

The proposed project has both a public purpose and will benefit the public. The project is estimated to bring in $205,000 in new sales tax, which will amount to over $1,025,000 over five (5) years. The City has received hundreds of call and emails requesting a grocery store and retail center south of Hwy 50 to make it easier for those residents to access services. The public will benefit from the estimated 30 new businesses and 150 new full and part time jobs that the Sunridge Plaza will provide. The Center will provide an atmosphere for the community to meet, dine and shop in an upscale atmosphere. The Center will be anchored by a full service grocery store in an area that is currently only serviced by a drug store.

The project meets the intent of the program by providing underrepresented services/goods to diversify the local economy, will general new taxable sales, and the businesses the center would attract fall within the following targeted industry sectors: 44510 and 722511.

FISCAL IMPACT

If approved, the subsidy would be funded from the Economic Development/Investment portion of the Community Enhancement Fund (CEF) (Measure H) and will not additionally impact the General Fund. Once the funds have been depleted there will be no new funds unless the Council replenishes the fund in the following budget cycle.

The applicant will pay a $250 dollar application fee.

Fiscal Year	Source	Budget	Staff Time / Legal Review	Appropriated	Balance
2015/16	CEF	$400,000	$8,987.76	$363,935.89	$27,076.35

ATTACHMENTS

1. Resolution No. 68-2016.
2. Business Incentive Agreement.
3. Exhibit A: Project Map.
4. Resolution No. 41-2016.

2635356.1

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 68-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AUTHORIZING THE CITY MANAGER TO EXECUTE AN ECONOMIC INCENTIVE AGREEMENT WITH DONAHUE SCHRIBER REALTY GROUP, A DELEWARE LIMITED PARTNERSHIP IN AN AMOUNT NOT TO EXCEED $332,334.11 FOR CONSTRUCTION OF A NEW SHOPPING CENTER TO BE LOCATED AT THE SOUTH WEST CORNER OF SUNRISE BOULEVARD AND DOUGLAS ROAD IN THE CITY OF RANCHO CORDOVA

WHEREAS, City of Rancho Cordova Resolution No. 68-2016, supersedes Resolution No. 41-2016; and

WHEREAS, pursuant to City of Rancho Cordova Resolution No. 68-2016 the City has approved the Rancho Cordova Business Incentive Program; and

WHEREAS, the City of Rancho Cordova awarded the Economic Development Department funds for economic development and investment from the Community Enhancement Fund (Measure H); and

WHEREAS, Donahue Schriber has requested an incentive in the form of Business Fee Assistance, pursuant to the Business Incentive Program, in an amount not to exceed $332,334.11; and

WHEREAS, the Business Fee Assistance is proposed to be used to assist with the payment of certain building and development fees which will become due in conjunction with the construction of a new shopping center to be located within the City of Rancho Cordova at the south west corner of Sunrise Boulevard and Douglas Road; and

WHEREAS, the construction of the shopping center meets criteria for the target markets which are eligible for business incentives and will provide new jobs in the City, generate sales tax, and provide needed services to residents of the City; and

WHEREAS, the current unencumbered balance of the Economic Development/Investment portion of the Community Enhancement Fund is sufficient to fund the requested amount; and

WHEREAS, the City Council of the City of Rancho Cordova has conducted a properly noticed public hearing on June 20, 2016, pursuant to Government Code section 53083 and has duly considered all written and verbal testimony presented during the hearing.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA hereby authorizes the City Manager to execute an Economic Incentive Agreement for Business Fee Assistance with Donahue Schriber Realty Group, a Delaware Limited Partnership in an amount not to exceed $332,334.11 for the construction of new shopping center at the southwest corner of Sunrise Boulevard and Douglas Road.

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

2633647.1
2669291.1

CITY OF RANCHO CORDOVA
ECONOMIC INCENTIVE AGREEMENT
Business Fee Assistance
DONAHUE SCHRIBER REALTY GROUP, LP

This Economic Incentive Agreement ("Agreement") is entered into as of this _____ day of June 2016, by and between the City of Rancho Cordova, a municipal corporation (the "City") and Donahue Schriber Realty Group, LP, a Delaware limited partnership, a (the "Applicant") and collectively, (the “Parties”).

RECITALS

WHEREAS, the Applicant owns 13.5 acres of property located within the City of Rancho Cordova at the south west corner of Sunrise Boulevard and Douglas Road on which Applicant intends to construct a shopping center anchored by a full-service grocery store; and

WHEREAS, the shopping center is expected to provide the City with approximately 30 new businesses for the community and 50 new jobs and is expected to generate sales tax revenue as well as provide a full service grocery store in an area of the City that is currently only serviced by a drug store; and

WHEREAS, the City has a Business Incentive Program designed to encourage the development of new businesses that will contribute to the economic prosperity of the City; and

WHEREAS, the Applicant has applied for an incentive pursuant to that program in the form of Business Fee Assistance; and

WHEREAS, the project proposed by the Applicant qualifies as one or more of the target markets to be supported by the Business Incentive Program.

NOW THEREFORE, in consideration of the forgoing Recitals, following mutual covenants, agreements, conditions and representations, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Fee Assistance. Subject to the terms set forth in this Agreement, City will provide Business Fee Assistance to Applicant in the amount of $332,334.11 or 1.64% of the costs of construction for the Project, whichever amount is less.

2. Project. As used in this Agreement, the term “Project” means the construction of a new 13.5 acre shopping center, with approximately 97,034 square feet of retail space located at the south west corner of Sunrise Boulevard and Douglas Road within the City, as depicted on the plat attached as Exhibit A hereto, and shall include the construction of all on-site improvements and all off-site improvements which are

required to be constructed as a condition of approval for the construction of the shopping center.

3. Manner of Remittance and Application of Funds. The Business Fee Assistance provided pursuant to this Agreement shall be used towards the payment of the following building and development impact fees required to be paid as a condition of Project construction:

- Building Permit Fee
- Plan Review Fee
- Zone Check Fee
- Expedited Plan Review Fee
- CFF – Community Facilities Component
- CFF – Library Component
- Transportation Impact Fee
- Fee Deferral Program Processing Fee
- General Plan Cost Recovery Fee
- High Rise Fee
- Hourly Plan Review Fee
- Housing Trust Development Impact Fee (HTDIF)
- HTDIF Admin Fee
- All Sunridge Douglas (SD) Fees

City shall provide the Business Fee Assistance in the amount set forth in Section 1, above, by depositing the incentive amount into the appropriate funds for the fees identified above and credit Applicant with payment of those fees at such time, or times, as they would otherwise become due.

4. Sewer Fee Credits and Maximum Fee Assistance. It is acknowledged that, in addition to the business fee incentives granted by this Agreement, Applicant may also apply for sewer fee credits under the City's separate sewer fee credit program. Applicant hereby acknowledges and agrees that the maximum amount of assistance which City will grant for the Project, including the cumulative amount of assistance granted under this Agreement and any amounts which may be granted in the form of sewer fee credits, is $332,334.11 or 1.64% of the costs of construction for the Project, whichever amount is less. Therefore, if Applicant receives sewer fee credits in an amount that would cause the cumulative amount of City assistance to exceed that maximum, Applicant's assistance pursuant to this Agreement will be reduced so that the total assistance amount does not exceed the maximum. Additionally, if construction costs for the Project are such that 1.64% of those costs is less than $332,334.11, the amount of assistance provided by City pursuant to this Agreement shall also be reduced as necessary so that it does not exceed 1.64% of construction costs.

5. Term. The term of this Agreement shall commence on the date first set forth above and expire on November 1, 2018. However, if construction of the Project has

been commenced but is not complete as of that date, the term of this Agreement shall be automatically extended for an additional one year period. Complete shall mean completion of all of Applicant's off site work required for the Project, all site work and shell building construction.

6. Failure to Complete Project**.** If Applicant fails to either fully or substantially complete construction of the Project prior to the expiration date of this Agreement, the City's obligation to provide the Business Fee Assistance as set forth herein shall be terminated and any amounts which have been paid by City for fees on behalf of Applicant prior to termination of this Agreement shall be repaid by Applicant to City within 30 days of the termination date.

The Project shall be considered fully complete if Applicant has constructed all off-site work required for the Project, all site work, and construction of shell buildings for all of the building locations depicted in Exhibit A.

The Project shall be considered substantially complete if Applicant has constructed all of the off-site work, site work, and construction of shell buildings for all of the building locations depicted in Exhibit A with the exception of work required for the development of Pads 1 and/or 3. If the Project is substantially complete at the expiration of the term of this Agreement, Applicant will be entitled to receive the Fee Assistance granted pursuant to this Agreement but City will have no obligation to provide any assistance related to the development of Pads 1 and/or 3 which occurs after the termination of this Agreement.

7. Documentation of Construction Costs. Applicant shall provide City with documentation evidencing the total construction costs for the Project within 30 days of the completion of the Project. Such documentation shall be in a form reasonably acceptable to City and, if City so requests, Applicant shall allow City to inspect Applicant's records to confirm such costs. Any such inspection shall be during normal business hours and at a location in the City of Rancho Cordova within five business days of City's written notice that it requests such inspection.

If 1.64% of the total amount of construction costs is less than the assistance provided by City herein, or less than the cumulative amount of the assistance provided herein and any sewer fee credits granted for the Project, Applicant will reimburse City the amount necessary to bring the total amount of Business Fee Assistance and any sewer fee credits to an amount equal to no more than 1.64% of the total construction costs. Such reimbursement shall be due and payable within 30 days of completion of the Project.

8. Prevailing Wages. The Parties agree that the Project shall be wholly undertaken by Applicant rather than by the City and that the City shall award no contracts for or pertaining to the construction of the Project. Applicant is fully aware of the provisions of Labor Code Section 1720 et seq. regarding payment of prevailing wages in connection with public works and has consulted with its own legal counsel regarding such wage

issues and to determine whether receipt of the incentive granted herein will result in the requirement that prevailing wages be paid for any work undertaken by Applicant for the Project. In the event prevailing wages are required, it shall be Applicant's sole responsibility to comply with all prevailing wage requirements. Applicant's execution of this Agreement is an acknowledgment that such independent advice and counsel has been obtained and relied on in executing this Agreement and accepting the benefits under it. Neither the City nor any of its employees, agents, or representatives have rendered opinions to Applicant respecting the applicability of Labor Code Section 1720 et seq., to Applicant's construction project, and Applicant has not relied on any such representation in entering into this Agreement. In the event any claim of any kind or nature based on Labor Code Section 1720 et seq. (including Section 1781) is brought or made against the City in connection with this Agreement or the Project, Applicant shall be obligated to defend and indemnify the City with respect to such claim in accordance with Section 9, below.

9. Indemnity. Applicant agrees to protect, defend (with legal counsel acceptable to the City), indemnify and hold harmless the City, its council members, officers, agents, independent contractors and employees from any and all claims, damages, penalties, losses, costs, expenses (including reasonable attorneys' fees and court costs), injuries and liabilities of every kind arising out of the execution and performance of this Agreement including, but not limited to, whether the benefits conferred by the City under this Agreement create a public work for prevailing wage purposes thereby requiring the payment of prevailing wages, and all claims challenging the legality, constitutionality, or enforceability of this Agreement, including but not limited to the City's authority to provide the Business Fee Assistance provided for herein. This Section shall apply regardless of whether or not the claim, damage, penalty, loss, cost, expense, injury and/or liability complained of arises out of or relates in any way to any negligence on the part of the City. The City's rights of indemnity, as expressly set forth in this Agreement, shall not depend upon the actual payment of any claim, damage, penalty, loss, cost, expense (including reasonable attorneys' fees and court costs), injury or liability sustained by the Applicant and/or Applicant's contractors, subcontractors, agents and/or employees. In the event that the City tenders the defense and indemnification of a claim contemplated by this Agreement to the Applicant and/or to Applicant's contractors, subcontractors, agents and/or employees, the City shall be entitled to actively supervise the claim and/or the defense of the same, shall be authorized to select and retain its own separate, independent counsel, at Applicant's and/or Applicant's contractors, subcontractors, agents and/or employees' expense, as necessary, which decision shall be made solely and exclusively by the City, and the City must consent to the disposition of any such claim, including but not limited to, the settlement of any such claim.

10. Tax Consequences. Applicant is solely responsible for any tax consequences and responsibility from receiving the Business Fee Assistance provided for herein. Applicant has consulted with its own legal counsel regarding such tax consequences. Applicant's execution of this Agreement is an acknowledgment that such independent advice and counsel has been obtained and relied on in executing this Agreement and accepting the benefits under it. Neither the City nor any of its employees, agents, or

representatives have rendered opinions to Applicant respecting any tax consequences which may result from Applicant receiving the Business Fee Assistance and Applicant has not relied on any such representation in entering into this Agreement. Applicant acknowledges that City may issue an IRS 1099 Form reflecting the payment of the incentive based on independent legal advice obtained from City's Counsel. Applicant will submit a W9 prior to receipt of the Incentive Payment.

11. Authority to Execute Agreement. Each individual signing this Agreement represents and warrants that he or she has full authority to execute the same on behalf of the Party on whose behalf he or she so signs, and that he or she is acting within the scope of his authority. Each individual signing this Agreement agrees to indemnify and hold harmless the other Party for loss, damage, liability, cost or expense (including reasonable attorneys' fees) arising out of any claims made by anyone that such authority to sign this Agreement does not exist.

12. Advice of Counsel. Each of the Parties hereto has received the advice of independent legal counsel prior to signing this Agreement. Each of the Parties hereto acknowledges that no other party or agent or attorney of any other party has made a promise, representation, or warranty whatsoever, express or implied, not contained herein concerning the subject matter herein to induce the other Party to execute this Agreement.

13. Entire Agreement. It is expressly understood and agreed that this Agreement contains the entire agreement and understanding concerning the subject matter thereof, and supersedes and replaces all prior negotiations and agreements between the Parties, whether written or oral. It is expressly understood and agreed that there have been no promises, agreements, warranties or inducements, not herein expressed. The Parties acknowledge that they have read this Agreement and have executed it without relying upon any statements, representations, or warranties, whether written or oral, not expressly set forth herein.

14. Attorneys' Fees. If either Party fails to perform any of its obligations under this Agreement, or if any dispute arises between the Parties concerning the meaning or interpretation of any provision hereof, then the prevailing Party in any proceeding in connection with such dispute shall be entitled to the costs and expenses it incurs on account thereof and in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements.

15. Notices. All notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Parties in accordance with this Section.

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

Attention: City Manager [or designee]

Applicant: Donahue Schriber Realty Group, LP
200 East Baker Street, Suite 100
Costa Mesa, CA 92626
Attention: Scott Lawrence

16. Governing Law. All questions with respect to the construction of this Agreement and the rights and liabilities of the Parties hereto shall be governed by the laws of the State of California.

17. Further Assurances. The Parties shall at their own cost and expense execute and deliver such further documents and instruments as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement's provisions.

18. Amendment. This Agreement shall not be amended except by a written instrument signed by the Parties or their respective successors and assigns.

19. Assignment. This Agreement may not be assigned by Applicant to any other party without the written consent of City.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____

Name: Cyrus Abhar
Its: City Manager

Dated: _____

Donahue Schriber Realty Group, L.P.,
a Delaware limited partnership

By: Donahue Schriber Realty Group, Inc.,
a Maryland corporation,
as General Partner

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Dated: _____

Approved as to Form:

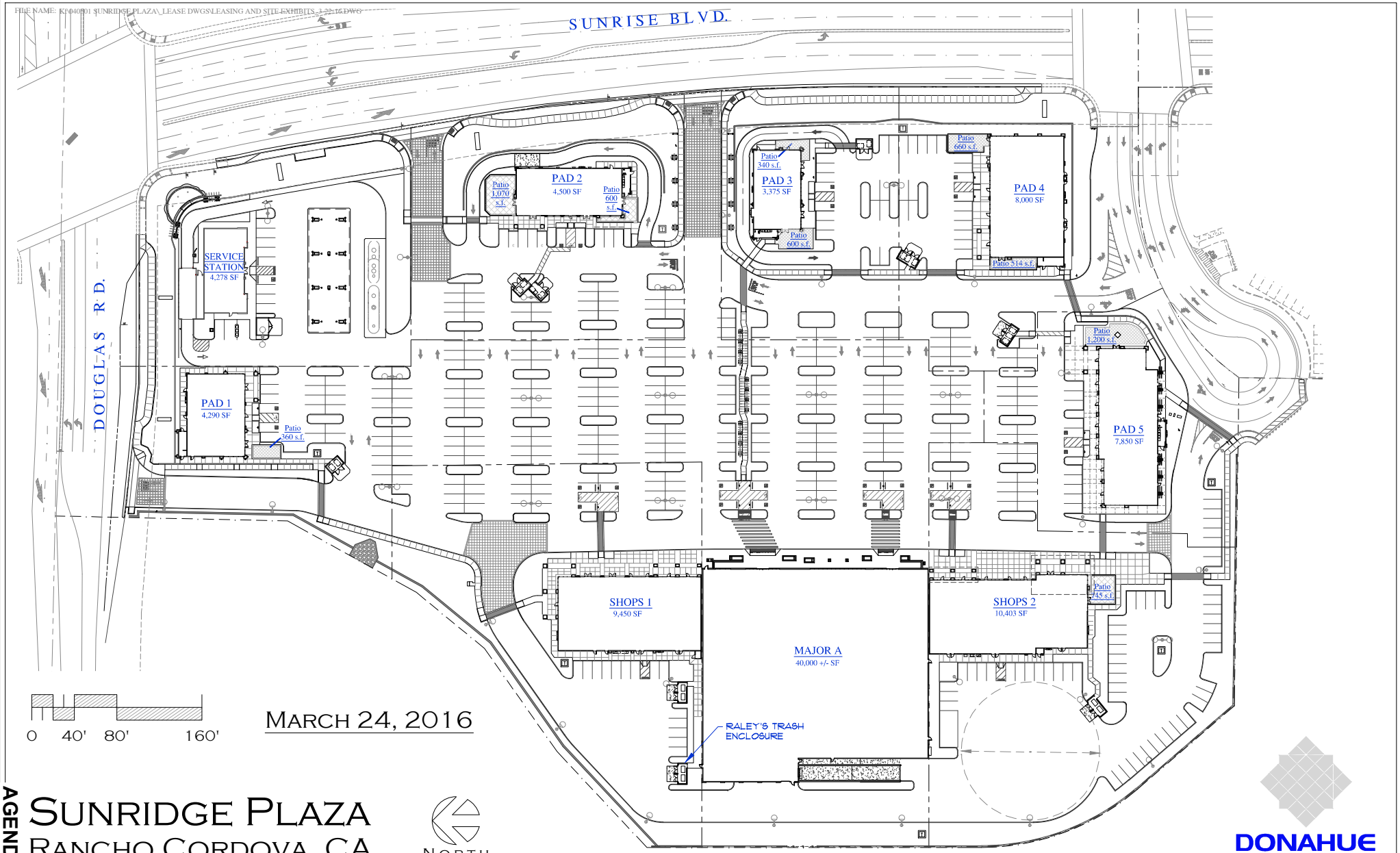
_____
Adam Lindgren, City Attorney

Attest:

_____
Mindy Cuppy, City Clerk

2665579.3

Exhibit A


FILE NAME: K:\040801 SUNRIDGE PLAZA_LEASE DWGS\LEASING AND SITE EXHIBITS_1.22.16.DWG
SUNRISE BLVD.
DOUGLAS RD.
SERVICE STATION
4,278 SF
PAD 1
4,290 SF
Patio 360 s.f.
PAD 2
4,500 SF
Patio 1,070 s.f.
Patio 600 s.f.
PAD 3
3,375 SF
Patio 340 s.f.
Patio 600 s.f.
PAD 4
8,000 SF
Patio 660 s.f.
Patio 514 s.f.
Patio 1,200 s.f.
PAD 5
7,850 SF
SHOPS 1
9,450 SF
MAJOR A
40,000 +/- SF
SHOPS 2
10,403 SF
Patio 745 s.f.
RALEY'S TRASH ENCLOSURE
0 40' 80' 160'
MARCH 24, 2016
SUNRIDGE PLAZA
RANCHO CORDOVA, CA
NORTH
DONAHUE SCHRIBER

ATTACHMENT 4

CITY OF RANCHO CORDOVA

RESOLUTION NO. 41-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AUTHORIZING THE CITY MANAGER TO EXECUTE AN ECONOMIC INCENTIVE AGREEMENT WITH DONAHUE SCHRIBER REALTY GROUP, A DELEWARE LIMITED PARTNERSHIP IN AN AMOUNT NOT TO EXCEED $332,334.11 FOR CONSTRUCTION OF A NEW SHOPPING CENTER TO BE LOCATED AT THE SOUTH WEST CORNER OF SUNRISE BOULEVARD AND DOUGLAS ROAD IN THE CITY OF RANCHO CORDOVA

WHEREAS, pursuant to City of Rancho Cordova Resolution No. 41-2016 the City has approved the Rancho Cordova Business Incentive Program; and

WHEREAS, the City of Rancho Cordova awarded the Economic Development Department funds for economic development and investment from the Community Enhancement Fund (Measure H); and

WHEREAS, Donahue Schriber has requested an incentive in the form of Business Fee Assistance, pursuant to the Business Incentive Program, in an amount not to exceed $332,334.11; and

WHEREAS, the Business Fee Assistance is proposed to be used to assist with the payment of certain building and development fees which will become due in conjunction with the construction of a new shopping center to be located within the City of Rancho Cordova at the south west corner of Sunrise Boulevard and Douglas Road; and

WHEREAS, the construction of the shopping center meets criteria for the target markets which are eligible for business incentives and will provide new jobs in the City, generate sales tax, and provide needed services to residents of the City; and

WHEREAS, the current unencumbered balance of the Economic Development/Investment portion of the Community Enhancement Fund is sufficient to fund the requested amount; and

WHEREAS, the City Council of the City of Rancho Cordova has conducted a properly noticed public hearing pursuant to Government Code section 53083 and has duly considered all written and verbal testimony presented during the hearing.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA hereby authorizes the City Manager to execute an Economic Incentive Agreement for Business Fee Assistance with Donahue Schriber Realty Group, a Delaware Limited Partnership in an amount not to exceed $332,334.11 for the construction of new shopping center at the southwest corner of Sunrise Boulevard and Douglas Road.

ATTACHMENT 4

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 18th day of April, 2016 by the following vote:

AYES: Budge, McGarvey, Sander, Skoglund, Terry

NOES: None

ABSENT: None

ABSTAIN: None

David M. Sander, Mayor

ATTEST:

Mindy Cuppy, MMC, City Clerk

2633647.1

MEMORANDUM

DATE: June 20, 2016

TO: Honorable Mayor and Council Members

FROM: Kerry Simpson, Neighborhood Services Manager
Jessica Crone, Accounting Technician

SUBJECT: **RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 66-2012-5 TO THE MEMORANDUM OF UNDERSTANDING FOR PROBATION SERVICES BETWEEN THE CITY AND THE COUNTY OF SACRAMENTO IN THE AMOUNT OF $156,507 ANNUALLY.**

RECOMMENDATION

Adopt Resolution No. 71-2016.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will allow the City to extend for one year the contract with the Sacramento County Probation Department to provide the services of two Probation Officers (POs) to the City of Rancho Cordova to act as liaisons between these agencies and to coordinate with other agencies and community-based organizations as part of the Rancho Cordova Community Alliance project.

BACKGROUND

The purpose and goal of amending this MOU is to continue providing the services of two Probation Officers (POs) to the City of Rancho Cordova to act as liaisons between these agencies and to coordinate with other agencies and community-based organizations as part of the Rancho Cordova Community Alliance project. Sacramento County continues to charge us for only one probation officer yet provides us with two full time probation officers.

The Rancho Cordova Community Alliance Project strives to accomplish the citywide goals outlined in the "Growing Strong Neighborhoods" project:

- Promote the positive image of Rancho Cordova
- Ensure a safe, inviting and livable community
- Empower responsible citizenship
- Ensure the availability of the best public services in the region while practicing sound financial management

FISCAL IMPACT

Funding for this contract is included in fiscal year 2016/2017 budget.

ATTACHMENT

Resolution No. 71-2016, including Exhibit A – Contract No. 66-2012-5.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 71-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 66-2012-5 TO THE MEMORANDUM OF UNDERSTANDING FOR PROBATION SERVICES BETWEEN THE CITY AND THE COUNTY OF SACRAMENTO IN THE AMOUNT OF $156,507 ANNUALLY

WHEREAS, on July 1, 2015 the City entered a memorandum of understanding (hereinafter "MOU"), with the Probation Department of the County of Sacramento, California, (hereinafter "PROBATION"); and

WHEREAS, the MOU was entered into to provide the services of two Probation Officers (POs) to the City of Rancho Cordova to act as liaisons between these two agencies and to coordinate with other agencies and community-based organizations as part of the Rancho Cordova Community Alliance project; and

WHEREAS, the City and PROBATION now seek to amend the contract agreement for one year to provide that the rate commencing July 1, 2016 shall be in the amount of $156,507 annually for PROBATION to continue to provide these services to City.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute contract amendment No. 66-2012-5 to the MOU between the City and PROBATION, attached hereto as **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

SACRAMENTO COUNTY
Probation Department

Contract #66-2012-5
Adult Field Services
City of Rancho Cordova

AMENDMENT NO. 17-M0111-2 WITH CITY OF RANCH CORDOVA FOR PROBATION SERVICES

This AMENDMENT NO. 17-M0111-2 is made and entered into this 1st day of July, 2016, by and between the Probation Department of the County of Sacramento, hereinafter referred to as "PROBATION," and the City of Rancho Cordova, hereinafter referred to as "RANCHO CORDOVA."

R E C I T A L S

WHEREAS, PROBATION and RANCHO CORDOVA have previously entered into Memorandum of Understanding (MOU) Number 16-M0111 on July 1, 2015, to provide Deputy Probation Officer services to RANCHO CORDOVA in support of the Rancho Cordova Community Alliance Project; and

WHEREAS, the Board of Supervisors authorized the CHIEF PROBATION OFFICER to enter into this MOU on behalf of COUNTY by Resolution 2015-0399; and

WHEREAS the above Resolution also authorizes the CHIEF PROBATION OFFICER to renew this MOU on substantially similar terms and conditions for two additional one-year terms; and

WHEREAS, Section V.C. of the MOU, stated “This MOU may be renewed for two additional one-year terms, subject to the availability of funding, in substantially similar form and terms and by mutual written agreement of the parties”; and

WHEREAS, PROBATION and RANCHO CORDOVA desire to renew said MOU by extending the term of the MOU for an additional one-year term, and;

NOW, THEREFORE, the MOU is renewed and amended as follows:

I. RESPONSIBILITIES

The responsibilities of PROBATION and RANCHO CORDOVA shall remain the same as stated in Section II. of MOU No. 16-M0111.

II. TERM

The term shall be extended from July 1, 2015, through June 30, 2017, for the second year of a possible three-year term.

EXHIBIT A

SACRAMENTO COUNTY
Probation Department

Contract #66-2012-5
Adult Field Services
City of Rancho Cordova

III. FISCAL PROVISIONS

A. For fiscal year 2016-2017, RANCHO CORDOVA shall pay PROBATION for the annual cost of one Full-Time Equivalent (FTE) Senior Deputy Probation Officer in the amount of $156,507.

B. All other fiscal provisions shall remain the same as stated in Section VI. of MOU No. 16-M0111

IV. REAFFIRMATION

In all other respects, the above referenced MOU, as amended, remains in full force and effect.

V. ENTIRE MOU

This MOU, as amended, and any attachments hereto, constitute the entire understanding between PROBATION and RANCHO CORDOVA concerning the subject matter contained herein.

VI. EFFECTIVE DATE

This AMENDMENT shall be deemed effective as of the date first written above.

(continued on the following page)

EXHIBIT A

SACRAMENTO COUNTY
Probation Department

Contract #66-2012-5
Adult Field Services
City of Rancho Cordova

IN WITNESS WHEREOF, this MOU Amendment Number 17-M0111-2 has been executed by and on behalf of the parties hereto, the day and year first above written.

SACRAMENTO COUNTY
PROBATION DEPARTMENT
("PROBATION")

_____
LEE SEALE,
Chief Probation Officer

_____
Date

CITY OF RANCHO CORDOVA
("RANCHO CORDOVA")

_____
CYRUS ABHAR
City Manager

_____
Date

Execution of this MOU Delegated
By Board Resolution Number:

#__2015-0399_____

Reviewed and Approved by
County Counsel:

_____
Rick Heyer
Deputy County Counsel

_____
Date

Approved as to form by
City Attorney:

_____
Adam U. Lindgren
City Attorney

_____
Date

Sacramento County Probation Partnership

June 20, 2016

a fresh take. RANCHO CORDOVA CALIFORNIA

aFreshTake.org

Probation Officers

- After several years of service with us, Probation Officers Derek Casebeer & Matt Mitchell were promoted
- Our new Probation Officers are Kelly Finnegan & Ryan Alliguie

Collaboration
April 2011 – June 2016

- Since April of 2011, the Probation Partnership has assisted Code Enforcement and Animal Services 1,012 times

Blight Removal/Crime Suppression
April 2011 – April 2016

- Focus on Fifty Operations: 354
- Blight Buster Plus Operations: 2
- Highlights:
  - Diminished Vacant Home transient population
  - Demolishing Cordova Inn
  - Demolishing First Value Inn
  - Awarded the MOST INNOVATIVE PROGRAM AWARD 2013 from CACEO

Ensuring Compliance

- Conducted multiple searches, arrests, & overseen tactical operations to ensure compliance of probationers in the City

CRIME SUPPRESSION
April 2011 – April 2016

- Probationers Contacted: 1,870
- Probation Searches Conducted: 1,987
- Violation of Probation Arrests: 578
- Fresh Arrests: 182
- Warrant Arrests: 184
- Assisted RCPD: 3,227 times

Community Involvement

- Fosters a positive image for Rancho Cordova by participating in community programs such as "Read to Lead"

Liaisons

- Works exclusively with the City to serve as liaisons between Rancho Cordova and the Probation Department