



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

Monday, March 19, 2012

5:30 PM – Regular Meeting

AGENDA

David Sander, Mayor

Linda Budge, Vice Mayor

Ken Cooley, Council Member

Robert J. McGarvey, Council Member

Dan Skoglund, Council Member



Regular City Council meeting dates are scheduled on the 1st and 3rd Monday's of each month, unless when Monday is a holiday.
If Monday is a holiday, the meeting will be scheduled for the following Tuesday. Dates are subject to change.

City Council Regular Mtg

CANCELLED MTG

City Council Special Mtg

CANCELLED MTG

CITY HALL CLOSED

2012

S	M	T	W	T	F	S
January						
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

S	M	T	W	T	F	S
February						
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29			

S	M	T	W	T	F	S
March						
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

S	M	T	W	T	F	S
April						
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

S	M	T	W	T	F	S
May						
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

S	M	T	W	T	F	S
June						
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

S	M	T	W	T	F	S
July						
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

S	M	T	W	T	F	S
August						
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

S	M	T	W	T	F	S
September						
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

S	M	T	W	T	F	S
October						
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

S	M	T	W	T	F	S
November						
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

S	M	T	W	T	F	S
December						
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

CITY HALL CLOSURE DATES

Mon, Jan 2 - Day After New Year's Day
Mon, Jan 16 - Martin Luther King Jr. Day
Fri, Feb 17 - Furlough Day
Mon, Feb 20 - President's Day
Fri, Apr 6 - Furlough Day
Mon, May 28 - Memorial Day
Wed, Jul 4 - Independence Day
Mon, Sep 3 - Labor Day
Mon, Nov 12 - Veterans Day
Thu, Nov 22 - Thanksgiving Day
Fri, Nov 23 - Day After Thanksgiving Day
Mon, Dec 24 - Christmas Eve
Tue, Dec 25 - Christmas Day
Mon, Dec 31 - New Year's Eve

2013 - Proposed

S	M	T	W	T	F	S
January						
		1*	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21*	22	23	24	25	26
27	28	29	30	31		

S	M	T	W	T	F	S
February						
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18*	19	20	21	22	23
24	25	26	27	28		

S	M	T	W	T	F	S
March						
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

S	M	T	W	T	F	S
April						
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

S	M	T	W	T	F	S
May						
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27*	28	29	30	31	

S	M	T	W	T	F	S
June						
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

S	M	T	W	T	F	S
July						
	1	2	3	4*	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

S	M	T	W	T	F	S
August						
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

S	M	T	W	T	F	S
September						
1	2*	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

S	M	T	W	T	F	S
October						
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

S	M	T	W	T	F	S
November						
					1	2
3	4	5	6	7	8	9
10	11*	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28*	29*	30

S	M	T	W	T	F	S
December						
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25*	26	27	28
29	30	31*				

CITY HALL CLOSURE DATES

Tue, Jan 1 - New Year's Day
Mon, Jan 21 - Martin Luther King Jr. Day
Mon, Feb 18 - President's Day
Mon, May 27 - Memorial Day
Thu, Jul 4 - Independence Day
Mon, Sep 2 - Labor Day
Mon, Nov 11 - Veterans Day
Thu, Nov 28 - Thanksgiving Day
Fri, Nov 29 - Day After Thanksgiving Day
Tue, Dec 24 - Christmas Eve
Wed, Dec 25 - Christmas Day
Tue, Dec 31 - New Year's Eve

*Dates Pending Approval

2014 - Proposed

S	M	T	W	T	F	S
January						
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

S	M	T	W	T	F	S
February						
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

S	M	T	W	T	F	S
March						
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

S	M	T	W	T	F	S
April						
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			



**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, March 19, 2012

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

AGENDA

1. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Council Members Budge, Cooley, McGarvey, Skoglund, and Mayor Sander.

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The Clerk will announce the meetings video recording and playback schedules.

3. PLEDGE OF ALLEGIANCE

The Mayor will call on someone in attendance to lead the Pledge.

4. INVOCATION

Larry Stafford, Cordova Church of Christ will give the invocation.

5. PRESENTATIONS

- 5.1 Presentation Regarding Healthy Eating Active Living (Heal) Program by Kanat Tibet.
- 5.2 Swearing In of New Rancho Cordova Chief of Police Rosanne Richeal and the Introduction of New Assistant Chief of Police Robert Davis.
- 5.3 Recognition of Council Member Ken Cooley's Birthday on March 18.

6. CELEBRATORY BREAK

- 6.1 Council will break for refreshments in recognition of Council Member Ken Cooley's birthday on March 18 and in honor of new Rancho Cordova Chief of Police Rosanne Richeal and Assistant Chief of Police Robert Davis.

7. PUBLIC COMMENT

Citizens wishing to address the Council for any matter on the Consent Calendar or not on the agenda may do so at this time by completing and submitting a Speaker Card to the City Clerk. For items on the agenda, speakers will be called up to the podium by the Mayor at the point on the agenda when the item will be heard. Speakers are encouraged to keep comments to three minutes or less and to state name and community of residence.

Note, under the provisions of the California Government Code, the City Council is prohibited from discussing or taking immediate action on any unagendized item unless it can be demonstrated to be of an emergency nature or the need to take immediate action arose after the posting of the agenda.

8. COUNCIL REPORTS

9. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

- 9.1 **Subject:** Meeting Minutes of March 5, 2012 Special and Regular Meeting
Recommendation: Adopt minutes.
- 9.2 **Subject:** A Resolution Authorizing the City Manager to Execute a Third Amendment with Interwest Consulting Group for On-Call Building Plan Review and Inspection Services for the Building and Safety Division
Recommendation: Adopt Resolution No. 18-2012.
Result of Recommended Action: Adoption of this resolution will authorize the City Manager to execute the third amendment to contract 39-2010 with Interwest Consulting Group. The contract amendment will increase by \$540,000, bringing the total contract amount to \$840,000 and extend the term for three years.
Staff Report: Cyrus Abhar, Public Works Department
Advances Goals: 1, 6, 7, and 8
GROWING STRONG NEIGHBORHOODS
- 9.3 **Subject:** A Resolution Authorizing the City Manager to Execute a First Amendment with Bureau Veritas North America, Inc. for On-Call Building Plan Review and Inspection Services for the Building and Safety Division
Recommendation: Adopt Resolution No. 19-2012.
Result of Recommended Action: Adoption of resolution will authorize the City Manager to execute a first amendment to contract 39-2010 with Bureau Veritas North America, Inc. The contract amendment will increase by \$900,000, bringing the total contract amount to \$1,280,000 and extend the term for three years.
Staff Report: Cyrus Abhar, Public Works Department
Advances Goals: 1, 6, 7, and 8
GROWING STRONG NEIGHBORHOODS
- 9.4 **Subject:** A Resolution Authorizing the City Manager to Execute a Consulting Services

Agreement with Mark Thomas & Company for the Folsom Boulevard Transit Priority Area Implementation Plan

Recommendation: Adopt Resolution No. 20-2012.

Result of Recommended Action: Adoption of this resolution would allow the City Manager to execute a two year contract with Mark Thomas & Company in the amount of \$400,000 for the Folsom Boulevard Transit Priority Area Implementation Plan.

Staff Report: Cyrus Abhar, Public Works Department

Advances Goals:

- 9.5 **Subject:** A Resolution Authorizing the City Manager to Execute a Consulting Services Agreement with Pamela Hurt Associates for On-Call Meeting Facilitation

Recommendation: Adopt Resolution No. 21-2012.

Result of Recommended Action: Resolution 18-2012 will authorize the City Manager to execute a contract with Pamela Hurt Associates to provide on-call meeting facilitation as needed. The maximum compensation will be \$300,000 for the term March 19, 2012 through June 30, 2017.

Staff Report: Joe Chinn, City Manager's Office

Advances Goals: 1, 3, 13.

- 9.6 **Subject:** A Resolution Approving Associate Membership by the City of Rancho Cordova in the California Enterprise Development Authority and Authorizing and Directing the Execution of an Associate Membership Agreement

Recommendation: Adopt Resolution No. 22-2012.

Result of Recommended Action: Adoption of this resolution will allow the City to participate in the California PACE program, a program which provides a financing mechanism for commercial and residential properties (on a limited basis) in Rancho Cordova, at the request of a property owner, to finance the purchase and installation of energy efficient, distributed renewable energy and water conservation improvements on their properties.

Staff Report: Donna Silva, Finance Department

Advances Goals: 9 and 11

10. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

- 10.1 **Subject:** A Resolution of the City Council Approving the Issuance of Tax-Exempt Bonds by the California Municipal Finance Authority to Benefit BloodSource, Inc.

Recommendation: That Council:

a) Conduct a public hearing under the requirements of Tax and Equity Fiscal Responsibility Act ("TEFRA") and the Internal Revenues Code of 1986, as amended (the "Code"), for the proposed issuance in one or more series of revenue bonds by the California Municipal Finance Authority ("CMFA"), a joint exercise of powers authority and public entity of the State of California, in an amount not to exceed \$23,000,000 (the "Bonds"), for the purpose of (i) refinancing an approximately 95,000 square foot headquarters facility and associated land and capital improvements located at 10536 Peter A. McCuen Blvd. in the City (the "Main Facility"), (ii) to finance all or a portion of the cost of expanding, from approximately 30,000 square feet to approximately 45,000 square feet, a laboratory facility for the testing and processing of blood and blood-related products located at 10585 Armstrong Ave. in the City (the "Lab Expansion") and together with the Main Facility (the "Project"), and (iii) to pay for certain costs of issuance of the Bonds

b) Adopt Resolution No. 23-2012 approving the issuance of the Bonds for the financing of the Project (as described herein) by the CMFA.

Result of Recommended Action: Adoption of this resolution will allow CMFA to proceed with tax-exempt bond financing of the project. If Council declines to adopt this resolution, the CMFA may need to seek other financing at higher interest rates or not proceed with the project.

Staff Report: Donna Silva, Finance Department

Advances Goals: 1 and 13

- 10.2 **Subject:** Montelena Douglas General Plan Amendment, Rezone, Tentative Parcel and Subdivision Maps and Development Agreement Amendment - Project No. DD6667

Recommendation: That Council continue item to April 2, 2012 City Council Meeting.

Result of Recommended Action: The public hearing for the Montelena project must be continued to the April 2nd meeting in order to prefect the legal notice requirement. The public hearing notice was published in the local paper, however the required 500 feet radius mailing to property owners was not prepared according to Government Code Section 65090. The continuation will allow for the mailing to occur and remedy the omission.

Staff Report: William Campbell, Planning Department

Advances Goals: 1, 7, and 8

GROWING STRONG NEIGHBORHOODS

11. PUBLIC HEARING ITEMS

- 11.1 **Subject:** A Resolution Authorizing the City to Join the California PACE Program; Authorizing the California Enterprise Development Authority (CEDA) to Conduct Contractual Assessment Proceeding and Levy Contractual Assessments within City Boundaries; and Authorizing Related Actions

Recommendation: Adopt Resolution No. 24-2012.

Result of Recommended Action: Adoption of this resolution will enable CEDA to accept applications from commercial and certain residential property owners in participating cities and counties for the financing of energy efficient, distributed renewable energy and water conservation improvements on their property with no upfront cost. The improvements will be financed by the issuance of municipal bonds by CEDA, pursuant to the Improvement Bond Act of 1915. CEDA will levy an assessment on the owner's property to repay the portion of the bonds issued to finance the improvements on that property.

Staff Report: Donna Silva, Finance Department

Advances Goals: 9 and 11

12. REGULAR CALENDAR ITEMS

- 12.1 **Subject:** Citywide Transit Services Update / Rancho CordoVan Routing Approval

Recommendation: Staff is seeking input on Regional Transit's "Transit Renewal" effort for updated bus services, and staff is seeking approval to proceed with implementing Village Concept Option A and Anatolia Concept Option B, that will expand Rancho CordoVan service on July 1, 2012. Options are attached.

Result of Recommended Action: Staff will work with Regional Transit to implement City Council suggestions on the new bus routing plan, and the Rancho CordoVan service expansion will be implemented during the summer of 2012.

Staff Report: Cyrus Abhar, Public Works Department

Advances Goals: 2, 4, 6, and 8

- 12.2 **Subject:** Placement of Card Room Tax Measure on the November 2, 2012 Ballot

Recommendation: That Council:

- a) Adopt Resolution No. 25-2012 calling for an election on November 2, 2012; and
- b) Waive the first reading and introduce Ordinance No. 6-2012 establishing a Card Room Tax.

Result of Recommended Action: Residents of the City of Rancho Cordova will have the opportunity to vote on the creation of a Card Room Gross Receipts Tax, in the November 2, 2012 General Election, the proceeds of which may be used for general purposes.

Staff Report: Donna Silva, Finance Department

Advances Goals: 6 and 11

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

14. CITY MANAGER'S REPORT

Graffiti Ordinance Update

15. ADJOURNMENT

Mayor Sander will adjourn the meeting to closed session in the Community Board Room.

16. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Council Members Budge, Cooley, McGarvey, Skoglund, and Mayor Sander.

17. CLOSED SESSION

Council may adjourn to Closed Session to discuss the following item(s):

Conference with legal counsel, existing litigation (Government Code Section 54956.9(a)) Community Redevelopment Agency of the City of Rancho Cordova v. The Lily Company, et al., Sacramento Superior Court Case No. 34-2009-00043404.

18. OPEN SESSION - REPORT FROM CLOSED SESSION

The City Attorney will report on action taken in Closed Session.

19. 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 20, 2006)	
1.	Foster a Positive Image of Rancho Cordova
2.	Improve Transportation & Connectivity
3.	Champion Employee Development & High Performance Work Environment
4.	Ensure the Availability of the Best Public Services in the Region
5.	Establish a Vibrant Downtown
6.	Ensure a Safe Community
7.	Improve the Quality of Housing In Rancho Cordova
8.	Sustain a Livable Community
9.	Drive Diverse Economic Opportunities
10.	Foster Responsible Citizenship
11.	Practice Sound Fiscal Management
12.	Establish Logical (City) Boundaries
13.	Continue To Provide Regional Leadership

UPCOMING MEETINGS	
<i>Tuesday, March 27, 2012</i>	<i>5:30 p.m. Special Meeting/Work Session – Discussion of Citywide Goals</i>
<i>Monday, April 2, 2012</i>	<i>4:00 p.m. Special Meeting/Closed Session – City Attorney Annual Review 5:30 p.m. Regular Meeting</i>
<i>Tuesday, April 10, 2012</i>	<i>5:30 p.m. Special Meeting/Work Session – Westborough Land Use</i>
<i>Monday, April 16, 2012</i>	<i>5:30 p.m. Regular Meeting</i>
<i>Monday, May 7, 2012</i>	<i>4:00 p.m. Special Meeting/Work Session – TBD 5:30 p.m. Regular Meeting</i>
<i>Tuesday, May 15, 2012</i>	<i>5:30 p.m. Special Meeting/Work Session – Sidewalk Maintenance</i>
<i>Monday, May 21, 2012</i>	<i>12:00 p.m. Special Meeting/Work Session – Budget Workshop 5:30 p.m. Regular Meeting</i>
<i>Monday, May 28, 2012</i>	<i>MEMORIAL DAY HOLIDAY – CITY HALL CLOSED</i>
<i>Tuesday, May 29, 2012</i>	<i>5:30 p.m. Special Meeting/Work Session – TBD</i>

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 Department	(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, CMC, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the Monday, March 19, 2012 Regular Meeting of the Rancho Cordova City Council/Successor Agency to the CRA/RCFC was posted and available for review on March 15, 2012 at City Hall of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California, 95670. The agenda is also available on the city website at www.cityofranhocordova.org.

Signed March 15, 2012 at Rancho Cordova, California.


Mindy Cuppy, CMC, 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, March 05, 2012

**4:45 PM – Special Meeting
Community Board Room**

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

Special Meeting/Work Session to Follow the Regular Meeting

DRAFT MINUTES

1. STUDY SESSION - CALL TO ORDER/ROLL CALL

Mayor Sander called the special meeting to order in the Community Board Room at 4:54 PM.

Council Members Present: McGarvey, Skoglund, Budge, Sander

Council Members Absent: Cooley

Staff Members Present: Gaebler, Cuppy, Abhar, Silva, Chinn, Holt, Runner, Snyder

2. PUBLIC COMMENT

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

3. SPECIAL MEETING ITEM

- 3.1 **Subject:** Discussion of City of Rancho Cordova Support for the Regional Entertainment and Sports Complex (Arena)

ACTION: Discussion item only; no action taken.

4. ADJOURNMENT OF STUDY SESSION

Mayor Sander adjourned the special meeting to the regular meeting in the David B. Roberts Council Chambers at 5:29 PM.

5. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Mayor Sander called the regular meeting to order in the David B. Roberts Council Chambers at 5:49 PM.

Council Members Present: McGarvey, Skoglund, Budge, Sander

Council Members Absent: Cooley

Staff Members Present: Gaebler, Lindgren, Cuppy, Kellerman, Abhar, Junker, Silva, Chinn, Snyder, Runner

6. METRO CABLE TV TELEVISION ANNOUNCEMENT

City Clerk, Mindy Cuppy announced the meetings video recording and playback schedules.

7. PLEDGE OF ALLEGIANCE

Cyrus Abhar led the pledge.

8. INVOCATION

Council Member McGarvey gave the invocation.

9. PRESENTATIONS

- 9.1 Sacramento-Yolo Mosquito and Vector Control District Manager, David Brown presented on West Nile Virus.

- 9.2 Recognition of Council Member Ken Cooley's Birthday on March 18.

This item has been moved to March 19 due to the absence of Council Member Cooley at this meeting.

10. *CELEBRATORY BREAK*

Council did not break for refreshments in honor of Council Member Ken Cooley's birthday on March 18.



11. PUBLIC COMMENT

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

12. COUNCIL REPORTS

Council reported on events since the last meeting.

13. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

ACTION: Motion to approve by Budge second by Skoglund; Council approved the Consent Calendar.
Carried by a 5:0 roll call vote. (Cooley absent)

13.1 **Subject:** Meeting Minutes of:

- a) February 15, 2012 Special Meeting;
- b) February 21, 2012 Regular Meeting;
- c) February 24, 2012 Special Meeting; and
- d) February 28, 2012 Special Meeting

Recommendation: Adopt Minutes.

13.2 **Subject:** Second Reading of Ordinances Temporarily Extending the Suspension of Annual Program Fee Inflationary Adjustments for Certain Development Impact Fees

Recommendation: Waive second readings and adopt ordinances, temporarily suspending the automatic annual program fee inflationary adjustments for a period of one year for the following development impact fee programs:

- a) Ordinance No. 3-2012 Villages of Zinfandel Development Impact Fee;
- b) Ordinance No. 4-2012 Sunrise Douglas Community Plan Fee; and
- c) Ordinance No. 5-2012 City Transportation Impact Fee.

Result of Recommended Action: Adoption of these ordinances will suspend the automatic annual Construction Cost Index (CCI) inflationary fee adjustments for the three development impact fees for a period of one year, beginning March 1, 2012.

Staff Report: Donna Silva, Finance Department

Advances Goals: 1 and 13

13.3 **Subject:** 2011 General Plan Annual Report

Recommendation: Receive the 2011 General Plan Annual Report as required by State law.

Result of Recommended Action: By receiving this report, the City Council is satisfying its statutory obligation under State law. No further action is required on the part of the City Council. The purpose of this report is to provide an annual accounting of implementation of the General Plan.

Staff Report: Paul Junker, Planning Department

Advances Goals: 1, 2, 4, 5, 6, 7, 8, 9, and 12

13.4 **Subject:** Resolution Approving the Annual Investment Policy for the City of Rancho Cordova

Recommendation: Adopt Resolution No. 16-2012.

Result of Recommended Action: Adoption of this resolution would guide the City's investment of excess funds through December 31, 2012, and will result in compliance



with State and City law.

Staff Report: Donna Silva, Finance Director

Advances Goal: 11

- 13.5 **Subject:** Resolution Approving Appointment of the City of Rancho Cordova Representatives to Oversight Board of the Successor Entity

Recommendation: Adopt Resolution No. 15-2012.

Result of Recommended Action: Adoption of this resolution will result in the appointment of Mayor David Sander and City Manager Ted Gaebler as the City of Rancho Cordova's representatives to the Oversight Board of the Successor Entity. The City is responsible for appointing two of the seven seats on the Oversight Board - one representing the Community at Large, and the other representing the employees of the former Redevelopment Agency. The remaining five members of the Oversight Board will consist of representatives from taxing entities of the former Redevelopment Agency. Per ABX1 26, a seven member Oversight Board must be in place by May 1, 2012; otherwise representative will be appointed by the State of California.

Staff Report: Ted Gaebler, City Manager's Office and Adam U. Lindgren, City Attorney's Office

Advances Goal: 13

14. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

- 14.1 **Subject:** Resolution Approving the Abandonment of a 10 foot Planting Easement Parallel to and Adjacent to Highway 50 on lot 88 of Bradshaw Woods Unit No. 4 Located on Residential Property at 3214 Hogarth Drive - Continued from February 21 City Council Meeting

Recommendation: Adopt Resolution No. 11-2012

Result of Recommended Action: Adoption of this resolution will remove the 10 foot Planting Easement shown on the map of Bradshaw Woods Unit No. 4 recorded in Book 128 of Maps, at Page 8.

Staff Report: Cyrus Abhar

Advances Goal: 2

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

ACTION: Motion to approve by Budge second by McGarvey; Council adopted Resolution No. 11-2012.

Carried by a 4:0 voice vote. (Cooley absent)

- 14.2 **Subject:** Resolution Approving Revenue Bond Financing to be Issued by the California Municipal Finance Authority to Benefit Goodwill Industries of Sacramento Valley and Northern Nevada, A California Non-Profit Corporation

Recommendation: That Council:

a) Conduct a public hearing under the requirements of Tax and Equity Fiscal Responsibility Act ("TEFRA") and the Internal Revenues Code of 1986, as amended (the "Code"), for the proposed issuance in one or more series of revenue bonds by the California Municipal Finance Authority ("CMFA"), a joint exercise of powers authority and public entity of the State of California, in an amount not to exceed \$30,000,000 (the "Bonds"), for the purpose of financing and refinancing the acquisition, construction, improvement, renovation, furnishing and equipping of certain retail and donation facilities (the "Project") located at the following address in the City and generally known as Goodwill Industries of Sacramento Valley & Northern Nevada, a California non-profit



corporation (the “Borrower”): 11092 Coloma Road, Rancho Cordova, 95670; and

b) Adopt Resolution No. 17-2012 approving the issuance of the Bonds for the financing of the Project (as described herein) by the CMFA.

Result of Recommended Action: Adoption of this resolution will allow CMFA, or its designee to proceed with tax-exempt bond financing of the project. If Council declines to adopt this resolution, the CMFA may need to seek other financing at higher interest rates or not proceed with the project.

Staff Report: Donna Silva, Finance Department

Advances Goals: 1 and 13

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

ACTION: Motion to approve by Budge second by McGarvey; Council adopted Resolution No. 17-2012
Carried by a 3:1 roll call vote. (Sander dissenting) (Cooley absent)

15. PUBLIC HEARING ITEMS

NONE.

16. REGULAR CALENDAR ITEMS

16.1 **Subject:** Resolution of City Council of the City of Rancho Cordova in Support of the Regional Entertainment and Sports Complex (Arena)

Recommendation: Adopt Resolution No. 14-2012.

Result of Recommended Action: By adopting the attached resolution, the City of Rancho Cordova will show its commitment to supporting a regional entertainment and sport complex (arena) and will allow the City Manager to discuss with leadership in the region how the City of Rancho Cordova can support and encourage the development of a regional arena.

Staff Report: Vice Mayor, Linda Budge

Advances Goals: 1, 8, 9, and 13

ACTION: Motion to approve by Budge second by Skoglund; Council adopted Resolution No. 14-2012.
Carried by a 4:0 voice vote. (Cooley absent)

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

17. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

18. CITY MANAGER'S REPORT

Major Development Projects Update

19. ADJOURNMENT

Mayor Sander adjourned the regular meeting in memory of Boyd Neil Brown, Norm Waters, and Bob Willet at 7:42 PM.



Mayor Sander announced that Council will not meet in closed session tonight.

20. CLOSED SESSION - CALL TO ORDER/ROLL CALL

21. CLOSED SESSION

Conference with legal counsel, existing litigation (Government Code Section 54956.9(a)) Community Redevelopment Agency of the City of Rancho Cordova v. The Lily Company, et al., Sacramento Superior Court Case No. 34-2009-00043404.

22. OPEN SESSION - REPORT FROM CLOSED SESSION

23. ADJOURNMENT

Mindy Cuppy, CMC, City Clerk

MEMORANDUM



DATE: March 19, 2012

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Chief Building Official

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A THIRD AMENDMENT WITH INTERWEST CONSULTING GROUP TO CONTINUE PROVIDING ON-CALL BUILDING PLAN REVIEW AND INSPECTION SERVICES FOR THE BUILDING & SAFETY DIVISION.

RECOMMENDATION

Adopt Resolution 18-2012.

RESULT OF RECOMMENDED ACTION

Resolution 18-2012 will authorize the City Manager to execute the third amendment to contract 19-2009 with Interwest Consulting Group. The amendment will increase the on-call contract by \$540,000, bringing the total maximum compensation to \$840,000 and extending the term of service to January 1, 2015.

ADVANCES GOALS: 1, 6, 7, 8

BACKGROUND

In April 2009, the City entered into an agreement with Interwest Consulting Group for \$40,000 to provide building plan review, inspection and permit services to the Building and Safety Division. Since that time, the agreement has had two contract amendments, increasing the total contract amount to \$300,000 and extending the term to June 30, 2013.

The current contract does not have enough funds to continue utilizing Interwest Consulting Group for building plan review, inspection and permit services. In evaluating work performed under the existing contract and forecasting the potential work effort over the next three years, it is necessary to execute a third contract amendment for \$540,000 and extend the term of service to January 1, 2015. Staff has negotiated the amendment to ensure competitive market rates for qualified contract staff.

ATTACHMENT

Resolution No. 18-2012 including Exhibit 1A – Contract Amendment 19-2009-3

CITY OF RANCHO CORDOVA

RESOLUTION NO. 18-2012

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO EXECUTE A THIRD AMENDMENT CONTRACT
WITH INTERWEST CONSULTING GROUP**

WHEREAS, on April 1, 2009, the City of Rancho Cordova executed Contract No. 19-2009 with Interwest Consulting Group to provide on-call building plan review and inspection services to the Building and Safety Division; and

WHEREAS, the City evaluated the need for services and executed Contract Amendment 42-2010 on April 29, 2010 and Contract Amendment 19-2009-2 on January 18, 2011 bringing the contract total to \$300,000; and

WHEREAS, continuance of these services will exceed the existing contract maximum; and

WHEREAS, the City wishes to extend the contract amount by \$540,000 and extend the term of services to January 1, 2015; and

WHEREAS, those services will exceed the maximum amount the City Manager has the authorization to approve.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the Council authorizes the City Manager to execute a contract amendment with Interwest Consulting Group (**Exhibit A**) 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 _____, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

EXHIBIT 1A
CONTRACT NO. 19-2009-3

**THIRD AMENDMENT TO THE CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF RANCHO CORDOVA AND INTERWEST CONSULTING GROUP**

This Third Amendment to the Agreement for Consultant Services ("Amendment") is made by and between the City of Rancho Cordova ("City") and Interwest Consulting Services ("Consultant") as of March 19, 2012. City and Consultant are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into a Consultant Services Agreement ("CSA") dated April 1, 2009 for the purpose of providing on-call building plan review and inspection services for the Building & Safety Division; and

WHEREAS, the City evaluated the need for services and executed Contract Amendment No. 42-2010 on April 29, 2010 and Contract Amendment No. 19-2009-2 on January 18, 2011, and

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

NOW, THEREFORE, the Parties hereto agree as follows:

AGREEMENT

1. The Parties agree to modify the end date of the CSA from June 30, 2013 to January 1, 2015. The first sentence of Section 1.1 of the CSA, "Term of Service," is amended to read as follows:

"The term of this Agreement shall begin on the date first noted above and shall end on January 1, 2015, and Consultant 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 CSA, "Compensation," provides for the City to pay Consultant a sum not to exceed 300,000. The Parties agree to amend Section 2 of the CSA in order to increase the compensation amount to pay Consultant for additional services. The first sentence of Section 2 of the CSA is amended to read as follows:

"City hereby agrees to pay Consultant a sum not to exceed Eight Hundred, Forty Thousand Dollars (\$840,000), notwithstanding any contrary indication that may be contained in Consultant'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 CSA's Exhibit A.
4. The document entitled "Compensation Schedule," attached hereto as Exhibit B, shall replace and supersede the CSA's Exhibit B.

EXHIBIT 1A
CONTRACT NO. 19-2009-3

5. All other terms and conditions in the CSA 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.

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

CITY OF RANCHO CORDOVA

CONSULTANT

Ted A. Gaebler, City Manager

Ron Beehler, SE
Northern California Division Manager

Date: _____

Date: _____

Attest:

Mindy Cuppy, CMC, City Clerk

Date: _____

Approved as to Form:

Adam Lindgren, City Attorney

Date: _____

1208092.1



March 13, 2012

Scope of Work & Qualifications for Outside Plan Check Services and Field Inspection Services

Prepared for

City of Rancho Cordova

Cyrus Abhar
Chief Building Official
2729 Prospect Park Drive
Ranch Cordova, CA 95670

By
Interwest Consulting Group

Ron Beehler, SE
Project Manager
8150 Sierra College Boulevard
Suite 100
Roseville, CA 95661
916.204-3178
916.781-7597 Fax

www.interwestgrp.com

Section



Scope of Work

Today's fast-paced development environment demands projects flow quickly and smoothly through the regulatory approval process. Interwest Consulting Group fully understands and is familiar with the procedures and policies that can make this happen successfully. You'll find our people love what they do and will readily assist with solutions and recommendations that have been proven, time-tested and are specific to your needs. We propose to assist the City of Rancho Cordova with the following fundamental elements:

SERVICE PACKAGES

Plan Review, Inspection and Permitting Service Packages

Plan reviews, inspections and permitting services will be provided in whole or in part using one of the following "packages" as defined by the City of Rancho Cordova:

Plan Review Service Package A

Service includes **complete structural and nonstructural commercial** plan review using the current editions of the CBC, CMC, CPC, CEC, California Energy Code (California Energy Efficiency Standards), and City specific regulations and policies. We are also available to review commercial projects for ADA compliance.

Plan Review Service Package B

Service includes **complete nonstructural commercial** plan review using the current editions of the CBC, CMC, CPC, CEC, California Energy Code (California Energy Efficiency Standards), and City specific regulations and policies. We are also available to review commercial projects for ADA compliance.

Plan Review Service Package C

Service includes **complete structural commercial** building plan reviews using the structural engineering provisions of the current CBC and City specific regulations and policies.

Plan Review Service Package D

Service includes **complete structural and nonstructural residential** plan review using the current editions of the CBC, CMC, CPC, CEC, California Energy Code (California Energy Efficiency Standards), and City specific regulations and policies.

Plan Review Service Package E

Service includes **complete structural residential** plan reviews using the structural engineering provisions of the current CBC and City specific regulations and policies.

Plan Review Service Package F

Service includes **non-structural** plan review services provided on an hourly fee basis.

Plan Review Service Package G

Service includes **structural** plan review services provided on an hourly fee basis.

Inspection Service Package H

Service includes **commercial building inspection** services covering building, plumbing, mechanical and electrical trades. This service will be provided on an hourly fee basis.

Inspection Service Package I

Service includes **residential building inspection** services covering building, plumbing, mechanical and electrical trades. This service will be provided on an hourly fee basis

Permit Processing Service Package J

Service includes **in-house permit processing** services. This service will be provided on an hourly fee basis

Other services offered

Additional services offered by Interwest Consulting Group include fire plan review using the California Fire Code, fire inspection, ADA accessibility review and inspections, site and civil plan review and civil inspections. These services can be provided on a time and materials basis which can be negotiated on a project-by-project basis.

AVAILABILITY

Response Time

Interwest Consulting Group's response time for plan review turn-around corresponds with the City of Rancho Cordova's required response time. Interwest Consulting Group's typical turn-around is ten (10) working days for first reviews and five (5) working days for subsequent reviews. The turn-around time for plan reviews will begin the day we are contacted by the City and notified that a project is ready for pick-up.

We propose that plan review turn-around times for large and/or complex projects be within 15 working days for the first review and 10 working days for subsequent reviews. Our engineers/plans examiners will work with the City on these types of projects, the turn-around time for these large, complex projects can be negotiated on a project by project basis.

Interwest Consulting Group is also able to accommodate special project plan review needs, such as fast-track or expedited reviews. We establish specific turn-around goals and procedures with jurisdiction staff for these types of projects. For expedited or fast-track projects, we charge a premium of 150% of the standard plan review fee as noted in our fee information in Section F.

For plan reviews that are not completed in the allotted time frame, Interwest Consulting Group will be penalized as specified in the fee information shown in Section F.

Inspection Notification Time

Interwest Consulting Group will work with the City to provide inspection staff in a timely manner. Notification time required to provide inspection staff to the City of Rancho Cordova is typically forty eight (48) hours.

Availability to Meet with the City

Interwest Consulting Group's engineers and plans examiners will be available to meet with the City of Rancho Cordova Building Department's staff, the design team, applicants, and/or contractors, at the City of Rancho Cordova's request, to discuss and resolve plan review and code related issues. Due to the proximity of our office to the City of Rancho

Cordova's Building Department, our staff can be available to meet with the City's staff within 24 hours of notice, and depending on our staff's current work load, our staff can be available the same day the notice to meet is received. These meetings will be attended by our staff at no additional cost to the City.

Consultant Meetings

Interwest Consulting Group personnel will be available to attend bi-monthly, (every two months), plan check and/or inspection related meetings that are to be held at the City of Rancho Cordova's Building Department. Attendance will be provided at no additional expense to the City of Rancho Cordova.

Availability to Discuss Projects with Applicants

Interwest Consulting Group's staff of engineers, plans examiners and inspectors are always available and willing to discuss plan review issues for projects that we reviewed with City staff, applicants, designers and/or contractors via phone, FAX or e-mail as required to resolve issues. Voice mails, e-mails and faxes will be responded to as quickly as possible, usually within 24 hours. This service will be provided at no additional cost to the City for those projects paid on a percentage fee basis.

Availability to Respond to Field Inspection Questions

Interwest Consulting Group's staff of engineers and plans examiners will be available within one business day to respond to questions from City staff, applicants or contractors that may be generated during field inspection or construction of projects that were reviewed and approved by Interwest Consulting Group.

STATEMENT OF WORK

Primary Contact & Location

Services will be directed out of our Roseville office, conveniently located less than 15 miles away from the City office. We propose Ron Beehler, SE, as the project manager and main point of contact. Ron can be contacted at:

8150 Sierra College Boulevard
Suite 100
Roseville, CA 95661
916.781.6600 Office 916.781.7597 Fax
916.204.3178 Cell
Rbeehler@interwestgrp.com

Supporting Ron is a highly-qualified, knowledgeable and motivated staff of engineers, plans examiners, inspection and administrative personnel. They know and thoroughly understand the dynamics and requirements of working with and within jurisdictions. They are skilled in sensitive, large-scale construction projects or working with fast-moving, high-growth housing developments and delivering accurate and on-time reviews. Additional support, if required, is always available from our other branch office locations.

General Plan Check Services

All of our personnel work collaboratively with consistent communication between staff members for advice, application of specific expertise and any unique project or client needs or requirements. Meetings to coordinate and update all staff on current projects and phases of review are held weekly. We also develop and maintain a jurisdiction binder/file containing all pertinent client information so all of our plans examiners are familiar with the City's adopted codes, amendments and procedures. All plan review services will be provided in Interwest Consulting Group's offices unless otherwise directed by the City. Only personnel who are professionally qualified by both experience and certifications to perform the various types of plan reviews will be assigned to provide plan review services for the City of Rancho Cordova. We will review submitted design documents to ensure compliance to the current edition of the following codes:

- ✓ *California Building Code*
- ✓ *California Plumbing Code*
- ✓ *California Mechanical Code*
- ✓ *California Electrical Code*
- ✓ *California Building Energy Efficiency Standards*
- ✓ *ASCE 7-05*
- ✓ *Jurisdiction-Adopted Amendments or Ordinances*

We also provide plan review services based upon the following local or national standards when required:

- ✓ *International Building Code*
- ✓ *International Residential Code*
- ✓ *International Mechanical Code*
- ✓ *International Plumbing Code*
- ✓ *International Fire Code*
- ✓ *2001 NFPA Standards 10, 12, 13D, 14, 17, 17A, 20, 24, 33, 37, 45, 55, 58, 72, 90A, 99, 110, 232, 704*
- ✓ *2001 California Fire Code*
- ✓ *FEMA and NEHRP requirements for existing buildings*
- ✓ *Current edition of Americans with Disabilities Act (ADA)*

Interwest Consulting Group's staff of engineers and plans examiners will work with the City of Rancho Cordova as well as with applicants and designers to resolve all plan review issues. Our staff will deal directly with applicants and their designers during the plan review process to resolve all issues. Interwest Consulting Group will furnish assigned personnel with all materials, resources and training necessary to conduct plan reviews, including a current copy of the applicable City amendments, policies, procedures and forms.

Communicating Plan Review Results

Plan reviews, when not immediately approved, will result in lists of comments referring to specific details and drawings, and referencing applicable code sections. Interwest Consulting Group will provide a clear, concise, and thorough document (i.e., comment list) from which clients, designers, contractors, and owners can work. Comment lists are delivered to our clients via email, FAX, and/or reliable overland carrier, depending on the preference of the City. Red-lined comments on permit documents may also accompany the written comment list depending upon the type or complexity of the project.

Interwest Consulting Group's plans examiners and staff will conduct and coordinate all communications with the City of Rancho Cordova's representatives. Upon completion of each plan review iteration, Interwest Consulting Group will provide an electronic copy of the plan review comments to the City of Rancho Cordova. Interwest Consulting Group will not recommend plan review approval to the City of Rancho Cordova until all code compliance issues have been resolved and all permit issuance requirements of the City Building Division have been satisfied. After all issues have been resolved, we will deliver two (2) completed contract documents to the City of Rancho Cordova Building Department that bears Interwest Consulting Groups approval stamps for their use and distribution. Interwest Consulting Group will not contact the applicant when plans are ready for approval.

Code Interpretations

Code interpretations are subject to final review and approval by the Chief Building Official. Interwest Consulting Group's engineers and plans examiners will provide unbiased recommendations and background information to help the Building Official make an informed decision. All plan review comments are subject to review and approval by the City of Rancho Cordova Building Department.

Transporting Plans

Interwest Consulting Group will pick-up and deliver plan review documents from and to the City of Rancho Cordova. Our staff shall respond within one working day upon notification that a plan check has been authorized and provide pick-up service. Plan review documents will be picked up and delivered at the City of Rancho Cordova City Hall at no additional cost to the City.

Plan Review Tracking Method & Billing Process

We will create and maintain a Jurisdiction File which contains our research on any unique amendments or specifications required by your jurisdiction, billing arrangements, contact information and any special requests you would like us to keep in mind. Interwest Consulting Group uses a custom-designed database to maintain and track all plans throughout the review process from the moment you request a shipment to delivery of the final, approved documents.

Approval for Additional Fees

After three reviews, additional City approval is required for any and all charges proposed in addition to the percentage fee agreed to in the contract. Prior approval by the City will be required for any and all charges proposed for deferred submittals and revisions that may occur on projects. Any additional charges for any project must be communicated to the City of Rancho Cordova prior to releasing documents for permit issuance.

Customer Service

Our company emphasizes superior customer service to all of our employees. We take an out-of-the-box approach to performing our duties, always willing to meet with clients for pre-design meetings, pre-submittal meetings or as needed to resolve complex code related plan review issues in the most efficient manner possible. In addition, the staff at Interwest brings a can-do attitude to their work—always focused on efficient plan review processes and successful project outcomes.

Interwest Consulting Group's engineers, plans examiners and inspectors understand the importance of providing superior customer service to applicants, contractors and

designers. Our philosophy is to provide our services in a professional, courteous and collaborative manner. We encourage our staff to work as part of the project team to insure successful project outcomes.

Special Projects

Interwest Consulting Group is able to accommodate special project plan review needs such as fast-track, multi-phased, or specialty plan reviews. We establish project specific turn-around goals and procedures with jurisdiction staff for these types of projects based on the complexity of the projects as well as the construction schedule.

Green Building Standards

Our staff is familiar with the incorporation of green building concepts into project designs and its potential impact from the building code. In addition, staff members have participated in the development of various "green" standards for super adobe, rammed earth, and straw bale construction, to name a few. We are currently performing review of "straw bale" constructed homes.

ADA & Casp Evaluation & Compliance Review

Our engineers and architects and Casp certified plans examiners are fully trained and familiar with accessibility compliance regulations and are available for plan review and/or evaluations and consultation. We offer support to municipalities when it comes to compliance enforcement and/or developing a transition plan, and successfully partner with the disabled community to address the needs and requirements for both entities. We can assist municipal departments, government agencies and local communities to explain various issues relating to access compliance, such as access compliance obligations, transition planning, construction costs, construction phasing, code/law 'interpretation', hardship and code/law changes.

PERMIT PROCESSING SERVICES

Interwest Consulting Group will furnish qualified counter support staff that is familiar with jurisdiction plans intake, fee calculations, tracking and customer service. The level of experience and qualifications will be based on the specific needs and requirements of the City of Rancho Cordova Building Department. Interwest Consulting Group will provide all materials, resources, tools and training necessary for our permit technicians to perform their assigned duties. Our permit technicians and counter personnel shall perform their required duties at the City of Rancho Cordova Building Department under the direction of City Staff.

FIELD INSPECTION SERVICES

Inspection Personnel Qualifications

Assigned staff will perform services as required by the City of Rancho Cordova. Interwest Consulting Group will provide building inspector(s) as needed by the City and our personnel will meet or exceed the City's minimum qualifications for this position(s). Competent candidates will be selected for interview whose background, experience, applicable certifications and demeanor demonstrates the ability to conduct inspections in accordance to jurisdiction standards. Many of our inspectors can provide dual plan review and inspector services for our clients. All Interwest Consulting Group inspectors are ICC certified. Relevant background information for inspectors will be provided prior to assignment. When necessary for large or fast-track projects, multiple inspectors are available. Interwest Consulting Group will provide all materials, resources, tools and training required for our inspectors to perform their assigned duties. Many of our inspectors are also available to serve at the public counter when needed. All field inspection services shall be performed through the City of Rancho Cordova Building Division Office and under the direction of City staff.

Inspection Responsibilities

Inspectors assigned to the City will perform continuous or periodic construction inspections to verify that the work of construction is in conformance with the approved project plans as well as identifying issues of non-compliance with applicable building codes. Projects under construction by permit from the City will be inspected for compliance with the State of California Building, Mechanical, Plumbing, Electrical, Energy and Fire Codes, as amended by the City and as designated by the City. When necessary for large or fast-track projects, multiple inspectors are available. Inspectors are accessible and available to meet with the project design team and/or the client's representatives to work out problems and help resolve issues quickly and efficiently. Our inspection staff easily integrates into client organizations, consistently implementing policies and procedures and remaining transparent to the jurisdiction's applicants and customers.

CERTIFIED ACCESS SPECIALIST SERVICES

Interwest Consulting Group has multiple staff with CASP certification available to assist our clients with complicated accessibility issues, provide consultation and conduct accessibility inspections when requested by our clients.

Section

B

Project Deliverables

PLAN REVIEW DELIVERABLES

Summary of Project Deliverables

Plan review deliverables consist of plan review letters, red-marked drawings, (when requested), completed final drawings, calculations, specifications and other construction documents bearing the Interwest Consulting Groups approval stamps that are to be submitted to the City of Rancho Cordova for final approval as well as invoices for the plan review services provided.

Plan Review Letters

At the completion of each review cycle, Interwest Consulting Group will provide a clear, concise plan review letter indicating all discrepancies noted during the plan review, the specific locations and code references of the noted discrepancies will be incorporated in the plan review letters. Plan review letters will be completed in the format provided by the City of Rancho Cordova. The completed plan review letters will be distributed to the applicants and/or designers as directed, with an electric copy of the plan review letters e-mailed to the City of Rancho Cordova's contact person. After all plan review issues have been resolved, Interwest Consulting Group will provide a final "approval letter", included with the approved construction documents, to the City of Rancho Cordova. This approval letter will specify the following information:

- ✓ *Project Address and Location*
- ✓ *Plan Status*
- ✓ *The City Of Rancho Cordova's Permit Number*
- ✓ *Interwest Consulting Group's Project Number*
- ✓ *A List of All Documents Returned to the City of Rancho Cordova's
(To Include All Drawings, Calculations, Specifications, Manufacturer's Data
Sheets, Etc.)*
- ✓ *A Code Analysis of the Project, Including Occupant Loads, Square Footage(S),
Use(S), and Type Of Construction as Applicable for the Particular Type of Permit,
(New Buildings, T.I., Alterations, Etc.)*
- ✓ *List All Red-Marked Revisions Made to the Documents by Our Staff for
Approval Purposes.*

In addition, the approval letter will document all red-marked revisions made to the documents by our staff, (with the approval of the project designers) and specify any and all conditions of approval that need to be completed by the applicant prior to final approval by the City. The approval letters will communicate to the City of Rancho Cordova data necessary for Certificate of Occupancy per CBC 110.2.

Approved Documents

At the completion of our plan review process two (2) copies of final construction documents, including drawings, calculations, specifications, special inspections forms, manufacturer's product data sheets, etc. will be annotated as approved and returned to the City of Rancho Cordova for their review, approval and distribution. The final approved documents will be delivered by Interwest Consulting Group to the City of Rancho Cordova Building Department with no additional expense to the City.

Invoices

Interwest Consulting Group will submit an invoice to the City of Rancho Cordova with each approved plan review project. The invoices will state the following information:

- ✓ *The City of Rancho Cordova's permit number*
- ✓ *Interwest Consulting Group's project number*
- ✓ *Project address and description*
- ✓ *Position/title and name of the individual providing the plan review services*
- ✓ *Plan iteration, (i.e., 1st review, 2nd review, etc.)*
- ✓ *Interwest Consulting Group's fee breakdown – Including percentage of plan review fee being charged or the hourly fee information, (type of review performed, number of hours worked and hourly rate charged as applicable)*

Schedule of Project Deliverables

Project deliverables will be delivered to applicants and the City of Rancho Cordova according to the following schedule:

- ✓ *First Review letters for typical projects - Ten (10) working days*
- ✓ *Subsequent reviews for typical projects - Five (5) working days*
- ✓ *Final approval documents for typical projects - Five (5) working days*
- ✓ *First reviews for large/complex projects - Fifteen (15) working days (or as negotiated)*
- ✓ *Subsequent reviews for large/complex projects - Ten (10) working days (or as negotiated)*
- ✓ *Final approval documents for large/complex projects - Ten (10) working days (or as negotiated)*
- ✓ *Expedited reviews - As negotiated with the City and/or applicant*

Please note that the time frames noted above are from the time Interwest Consulting Group is notified that the documents are available for pick-up to the time the plan review letters and/or documents are delivered to the applicant and/or City.

Section



Staff Qualifications

QUALIFICATIONS & EXPERIENCE

With extensive backgrounds in providing plan review services for a wide array of projects, our personnel are familiar with construction utilizing all types of state-of-the-art structural systems as well as the latest technology in mechanical and electrical systems. Staff project experience ranges from single-family dwellings to large multi-story buildings, including numerous California schools, colleges, and essential service buildings, commercial buildings, corporate campuses, and industrial facilities. We also offer wide-ranging experience in plan review for accessibility compliance and fire protection services.

Our structural engineers have experience designing and reviewing projects with virtually all building materials including:

- | | |
|-----------|------------|
| ✓ Wood | ✓ Concrete |
| ✓ Masonry | ✓ Steel |

Our engineers have designed or reviewed a wide array of structural systems including:

- | | |
|--------------------------------------|--|
| ✓ FEMA Compliant Steel Moment Frames | ✓ Wood Shearwall Systems |
| ✓ Buckling Restrained Braced Frames | ✓ Masonry Shearwall Systems |
| ✓ Energy Dissipation Systems | ✓ Concrete Shearwall Systems |
| ✓ Eccentric Braced Frames | ✓ Cantilevered Column Systems |
| ✓ Concentric Braced Frames | ✓ Pre-Stressed / Post-Tensioned Concrete |
| ✓ Concrete Moment Frames | |

Interwest Consulting Group structural engineers are experienced with the provisions of most model codes including current versions of:

- | | |
|--|-----------------------|
| ✓ Title 24, Part 2, Volume 2, California Code of Regulations (CCR) | ✓ NEHRP |
| ✓ International Building Code (IBC) | ✓ AISC 341 & 360 |
| ✓ ASCE 7-05 | ✓ ACI |
| | ✓ FEMA 350, 351 & 353 |
| | ✓ ANSI/AF & PA ND |

Interwest Consulting Group's non-structural plans examiners furnish plan review services for a vast array of projects including large commercial, institutional, industrial, retail, OSHPD 3 medical office buildings, and residential projects. Completed plan review projects range from single-story residential projects to complex high rise buildings and numerous building additions and remodels. We are experienced and familiar with the use and application of the most current additions of the following model codes:

- ✓ *California Code of Regulations, Title 24, Parts 1 through 6 and 9*
- ✓ *International Building Code (IBC)*
- ✓ *ANSI Standards*
- ✓ *NFPA Codes & Standards*

PROPOSED PERSONNEL

Ron Beehler, S.E., will be the plan review project manager and the point of contact for issues regarding plan review. Ron and additional staff members will provide plan review and technical support to the City of Rancho Cordova Building Department. Comprehensive resumes for our key personnel in our Building and Safety Service are contained at the end of the Section.

SUB-CONSULTANTS

We do not anticipate using sub-consultants for services to be provided for the City of Rancho Cordova at this time. However, if the need arises in the future Interwest Consulting Group will provide the City of Rancho Cordova with the proposed sub-consultants qualifications and resume for approval. In addition, we will provide the City of Rancho Cordova a commitment letter from the proposed sub-consultant for the services they are being contracted to provide.

LICENSES & CERTIFICATIONS

The following information is provided to highlight the depth of staff resources and expertise available to the City of Rancho Cordova.

Structural Review

NAME / DISCIPLINE	QUALIFICATIONS	TYPE OF REVIEW WORK
Ron Beehler		Building: Structural, Architectural/Life Safety, Electrical, Accessibility
CABO Certified Building Official	1492	
California Registered Civil Engineer	C39404	
California Registered Structural Engineer	S3632	
ICC Building Inspector	0801789-B5	
ICC Plans Examiner	15090	
UBC Building Inspector	0801789-10	
Roger Peterson		Building: Structural
California Registered Civil Engineer	C46096	
California Registered Structural Engineer	S3846	
Idaho Registered Civil/Structural Engineer	C/S8225	
Nevada Registered Civil/Structural Engineer	C/S18366	

Bill Rodgers		
California Registered Civil Engineer	C50673	
California Registered Structural Engineer	S4198	
Nevada Registered Civil/Structural Engineer	C/S18427	
Greg Shriver		Building: Structural, Architectural/Life Safety, Plumbing, Mechanical, Electrical, T24 Energy, Accessibility
California Registered Civil Engineer	38761	
ICBO/ICC Plans Examiner	0826331B3	
Casp Certified		

Non-Structural Review

NAME / DISCIPLINE	QUALIFICATIONS	TYPE OF REVIEW WORK
Bob Berna		
CBC Building Inspector	0067020-K1	
CBC Building Plans Examiner	0067020-K6	
CBC Combination Inspector	0067020-K8	
CBC Electrical Inspector	0067020-K2	
CBC Mechanical Inspector	0067020-K4	
CPC Plumbing Inspector	0067020-K3	
IAPMO Uniform Mechanical Inspector	090119	
IAPMO Uniform Plumbing Inspector	015052	
ICC Building Inspector	0067020-B5	
ICC Combination Inspector	0067020-50	
ICC Commercial Combination Inspector	0067020-C5	
ICC Electrical Inspector	0067020-E5	
ICC Mechanical Inspector	0067020-M5	
ICC Plumbing Inspector	0067020-P5	
ICC Residential Combination Inspector	0067020-R5	
ICC/ICBO Plans Examiner	0067020-06	
UBC Building Inspector	0067020-10	
UBC Building Plans Examiner	0067020-60	
UBC Combination Dwelling Inspector	0067020-56	
UMC Mechanical Inspector	0067020-44	
UPC Plumbing Inspector	0067020-34	
Norman Hong		Building: Architectural/Life Safety, Plumbing, Mechanical, Electrical, T24 Energy, Accessibility
California Licensed Architect	C7328	
Bill Miller		
Casp Certified		
CABO Certified Building Official	2171	
ICBO/IAPMO Certified Plumbing Inspector	34090	
ICBO/IAPMO Certified Mechanical Inspector	51131	
California State Energy Auditor	3134	
UBC Building Inspector	0819718-10	
UMC Mechanical Inspector	0819718-44	
ICC Plumbing Inspector	0819718-P5	
ICC Residential Combination Inspector	0819718-R5	
ICC Combination Dwelling Inspector	0819718-56	
UPC Plumbing Inspector	0819718-34	
ICC Accessibility Inspector/Plans Examiner	0819718-21	
ICC Certified Building Official	0819718-CB	
ICC Mechanical Inspector	0819718-M5	
ICC Building Inspector	0819718-B5	
ICC Building Plans Examiner	0819718-B3	

UBC Building Plan Examiner	0819718-60	
ICC Property Maintenance & Housing Inspector	1026266-64	
ICC Residential Building Inspector	1026266-B1	
ICC Residential Electrical Inspector	1026266-E1	
ICC Residential Energy Plans Examiner/Inspector	1026266-79	
ICC Residential Mechanical Inspector	1026266-M1	
IFCCI Fire Inspector II	1026266-67	
Certified Building Code Official	5009643-B6	

Ron Beehler

STRUCTURAL ENGINEER | CERTIFIED BUILDING OFFICIAL

Ron most recently held the position of Chief Building Official with the City of Sacramento directing a staff of 120 engineers, plan reviewers and building inspectors. During this time, the Building Division issued over 18,000 permits annually for construction with valuation in excess of one billion dollars. He also held the position of Regional Compliance Officer with the Office of Statewide Health Planning and Development (OSHDP) responsible for hospital and health care facility construction oversight in the Los Angeles/San Diego areas. Ron served as Chief of Engineering Design and Construction for the California National Guard. Ron also held the part time position of Construction Coordinator for seven years with Sacramento Habitat for Humanity where he coordinated the construction of 23 homes for low income families utilizing volunteer labor.

Experience

Building & Safety Services Manager

2006 – Present Interwest Consulting Group Roseville, CA
Structural engineer and lead project manager performing comprehensive plan review and client relations services for Northern California.

Chief Building Official

2003 to 2006 City of Sacramento
Sacramento, CA

Planned, directed and managed activities for a large department with oversight responsibilities for construction inspections and plan review with valuation exceeding \$1 billion annually. Planned, organized, administered and evaluated staff work. Report writing and presentations to community groups and professional organizations, planned and administered \$13.6 million budget.

Supervising Engineer | Building

Inspection Division

2002 - 2003 City of Sacramento Sacramento, CA

Supervised plan review, managing plan intake and public counter functions for 2 regional permit centers, trained and mentored staff, met with architects and engineers to resolve building code related issues, coordinated plan review for high profile projects, worked with field inspection supervisors and inspectors.

Regional Compliance Officer | Senior Structural Engineer

1998 to 2002 State of California Office of Statewide Health Planning & Development

Supervised regional hospital inspection program coordinating field inspection staff and approval of special inspection issues. Resolved complicated code related inspection issues, reviewed plans, specifications and structural calculations for healthcare facilities. Consulted with architects, engineers to resolve complex code interpretation issued.

EDUCATION

California State University
Sacramento CA
Graduate coursework in Structural and Geo-Technical Engineering

California State University, Chico, CA
Bachelor of Science, Civil Engineering,
May 1982

Butte College, Oroville, Ca
Associate of Arts, Physical Science,
June 1980

CERTIFICATIONS

California Registered Structural Engineer

California Registered Professional Civil Engineer

CABO Building Official

ICC/ICBO Plans Examiner

ICC/ICBO Building Inspector

California Licensed General &
Electrical Contractor

National Earthquake Hazard Reduction Program
Training

California Construction Law Training

Construction Claim Mitigation Training

Leadership Training

Researched and investigated structural adequacy of building materials and manufactured products. Verified proper loads, forces and materials for the design of buildings and equipment anchorage.

Engineering Supervisor

1991 to 1998 California National Guard

Supervised and planned work for engineering design and project inspection staff, developed scope and budgets for projects, directed preparation of plans from preliminary design through working drawings, coordinated and approved project specifications and cost estimates, negotiated and approved project changes, coordinated inspection activities, resolved inspection disputes, represented National Guard/Military Department at public meetings, conducted plan review for projects designed by consultants, presented design concepts and final designs.

Associate Structural Engineer

1987 to 1991 State of California Office of Statewide Health Planning & Development

Reviewed construction plans and specifications for new hospitals and skilled nursing facilities for California Building Code and UBC requirements, met with architects and engineers to resolve plan review issues, reviewed field changes, investigated and resolved construction conflicts and other administrative duties.

Associate Engineer/Architect

1983 to 1987 County of Sacramento Building Department/Plan Review Division

Reviewed construction plans and specifications, and structural calculations for building code compliance, reviewed plans for residential, multi-residential, commercial and industrial structures. Met with designers to resolve code issues related to commercial and residential structures.

Roger Peterson

PROJECT MANAGER | STRUCTURAL
ENGINEER

With more than 20 years of experience in structural design and plan review, Roger brings considerable depth and knowledge to any project. Roger has designed and provided plan review services for multi-story steel and concrete-framed buildings, as well as one-story structures utilizing steel, concrete, timber and masonry framing systems. His design experience includes schools, commercial and industrial projects, micro-chip production facilities, power plant installations and multi-family residential projects. Roger's expertise contributes to the success and safety of all projects.

Experience

Senior Structural Engineer / Plans Examiner

2006 - Present Interwest Consulting Group Elk
Grove, CA

Performing structural plan review for commercial and residential construction for municipalities. Responsible for the production and performance of office including maintaining client relationships. Duties also include performing structural plan reviews for industrial, commercial and residential projects.

Senior Structural Engineer / Plans

Examiner / Branch Manager

1999 - 2006 LP2A / Bureau Veritas Citrus Heights, CA

Branch manager and lead structural plan reviewer for the Sacramento Area branch office. Responsible for the production and performance of office including maintaining client relationships. Duties also included performing structural plan reviews for industrial, commercial and residential projects.

Project Engineer

1999 Power Engineers, Inc. Boise,
ID

Project design engineer for industrial type project. Provided structural design and construction administration services.

Project Engineer / Office Manager

1998 - 1999 R2H Engineering, Inc. Boise,
ID

Office Manager and project design engineer responsible for the structural design of commercial type projects.

REGISTRATIONS CERTIFICATIONS

Civil/Structural Engineering,
State of Idaho, 1996, CE, SE, No. 8225

Structural Engineering, State of
California, 1993, SE, No. 3846

Civil Engineering, State of California,
1990, CE, No. 46096

EDUCATION

Bachelor of Science,
Civil Engineering,
University of Wyoming,
Laramie, WY, 1987

PROFESSIONAL AFFILIATIONS

Structural Engineers Association of
Northern California (SEAONC)

Project Engineer

1995 - 1998

Rutherford & Chekene Consulting Engineers

Boise,

ID

Project engineer responsible for providing design and detailing for commercial and industrial type projects, including numerous projects in the micro-chip industry.

Design Engineer / Project Engineer

1987 - 1995

DES Engineers & Architects

Redwood City, CA

Provided engineering design and detailing for commercial, institutional, corporate and residential building projects using wood, steel, concrete and masonry building materials.

Project Experience

Intel Campus, Folsom, CA: Corporate Campus, three 360,000 square foot, four-story buildings, one 400,000 square foot, four-story reinforced concrete and post-tensioned concrete parking garage.

Calpine/Sutter Co-Generation Plant, County of Sutter, CA: \$360 million project constructed by Calpine Corporation with Bechtel Power Corporation as the general contractor, Equipment furnished by Siemens-Westinghouse.

Office Building, Palo Alto, CA, three-story steel framed office building. Project consisted of complete structural design of the steel super structure and foundation system. Services also included preliminary design coordination with architect and mechanical contractor as well as construction administration.

Greg Shriver

CIVIL ENGINEER

Greg holds a wealth of experience and knowledge in plan review of virtually all types of construction. His long history of work experience with a variety of municipalities gives him added depth and knowledge on the most current building industry policies and advances. He is very active within industry associations and utilizes this on-going education to continually enhance and refine his skills. Recently honored as the newly elected President of the East Bay Chapter of ICC, Greg continues to support and help move forward code-related issues and developments.

Experience

Engineer/Plans Examiner

2007 – Present Interwest Consulting Group
Pleasanton, CA

Performs plan review for Fire Life Safety, Structural, Handicapped and Energy Regulations for client municipalities.

Engineer/Plans Examiner/Owner

1991 – 2007 Independent Code Consultants
Pleasanton, CA

Performed plan review for Fire Life Safety, Structural, Handicapped and Energy Regulations.

Branch Manager, Civil Engineer

1987 – 1991 Carl Mileff & Associates
Pleasanton, CA

Managed the Pleasanton and Cupertino Offices. Performed plan review for Fire Life Safety, Structural, Handicapped and Energy Regulations

Branch Manager

1983 – 1987 DES Architects & Engineers
Fremont, CA

Supervised plan checking operations and performed plan review for Fire Life Safety, Structural, Handicapped and Energy Regulations

Engineer

1981 – 1983 Strutcon Fresno, CA

Complete structural calculations and drafting for commercial and residential structures

REGISTRATIONS CERTIFICATIONS

California Civil Engineer,
No. 38761

ICBO/ICC Plans Examiner,
No. 0826331B3

Casp Certified

Post-Disaster Safety Assessment

EDUCATION

Fresno City College, Fresno, CA A.A.
Degree, May 1973

California State University Fresno,
Fresno, CA, B.S.C.E. Degree,
May 1981

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

International Conference of Building
Officials

California Building Officials

Structural Engineers of Northern
California

California Energy Commission

James R. "JR" Rahrack

PROFESSIONAL ENGINEER | PROJECT
MANAGER

JR brings to the table over 6 years of rock solid engineering plan review and inspection skills backed by 25 years of engineering design covering a wide spectrum of engineering and construction disciplines. JR has in-depth experience with reinforced and pre-stress concrete, masonry, timber, and structural steel construction design related to commercial and residential buildings, seismic retrofit design of existing commercial and residential buildings (including historical buildings), and engineered demolition, temporary shoring, and heavy lifting design related to bridges and large buildings. Exhibiting a strong professional work ethic, he provides thorough and timely plan reviews, enjoys and works well with clients, design and construction professionals, and the public.

Experience

Senior Plan Review Engineer

2006 – Present Interwest Consulting Group Roseville, CA

Project engineer performing structural plan review, specializing in high growth commercial and residential construction.

Senior Plan Review Engineer

2000 - 2006 Bureau Veritas Pleasanton, CA

Performed commercial and residential structural plan reviews for various county and city building departments within Northern California, Project engineer for the City of Elk Grove.

Senior Chief Engineer

1995 - 2000 Florian Barth & Associates San Carlos, CA

Managed FBA's "Engineered Demolition Division"; proposed engineered demolition and/or temporary support methodologies, prepared cost estimates, and performed formal engineered demolition procedures for private, county, and state DOT (Caltrans) bridge demolition and seismic retrofit projects.

Consulting Engineer – Principal Owner

1989 - 1995 JR Engineering & Structures San Carlos, CA

Performed complete structural and seismic design analysis for various types of new and existing residential and commercial projects, predominately in San Francisco, San Mateo, and Santa Clara Counties. Also performed structural forensic reviews, prepared written engineering evaluations and developed corrective retrofit designs for existing damaged structures.

EDUCATION

BS/AE (1975), California Polytechnic State University, San Luis Obispo, CA

REGISTRATIONS

CERTIFICATIONS

Professional Engineer,
State of California (#35321)

Professional Engineer,
State of Utah (#355766-2202)

Professional Engineer,
State of Colorado (#34375)

PROFESSIONAL AFFILIATIONS

Structural Engineers Association
of Northern California
(SEAONC)

Structural Specialist for the
Sacramento, CA Metro Fire
District Urban Search & Rescue
(USAR) Task Force #7 (TF-7),
attached to the State of
California Office of Emergency
Services (CA-OES), (FEMA), &
the Army Corp of Engineers

Past member of SAGE.
(Surveyors, Architects,
Geologists, & Engineers) of El
Dorado County, CA and
committee member for the
Business Professions &
Practices Committee.

Bob Berna

SENIOR PLANS EXAMINER | CERTIFIED BUILDING
OFFICIAL

Bob thoroughly understands the challenges modern building departments face having served as CBO for the City of Petaluma, California. He utilizes this unique knowledge in his approach to plan review, balancing the delivery of timely and accurate reviews while remaining responsive and approachable to the public. This valuable experience is also evident in that Bob specializes in working directly in-house for jurisdictions, having successfully served the cities of Roseville and Folsom. Bob is extremely skilled in all disciplines required to successfully bring projects to approval, having longtime experience with all types of residential and non-residential projects.

Experience

Senior Plans Examiner

2006 – Present Interwest Consulting
Group Roseville, CA

Reviews residential and non-residential plans for compliance with California Building, Plumbing, Mechanical, Electrical Codes, Energy Standards and California Accessibility Standards; state and local building codes, policies, amendments, and ordinances.

Senior Plans Examiner

2001 – 2006 Bureau Veritas
Pleasanton, CA

Reviewed residential and non-residential plans for compliance with California Building, Plumbing, Mechanical, Electrical Codes, Energy Standards and California Accessibility Standards; state and local building codes, policies, amendments, and ordinances.

Chief Building Official

1999 – 2001 City of Petaluma
Petaluma, CA

Began as a three-month Interim Building Official moving to CBO position. Received general direction from the Community Development Director in Managing, directing and coordinating the activities of the Building Inspection Division including the enforcement of city & state codes.

Plans Examiner/Building Inspector/ Consultant Coordinator

1990 – 1999 City of Petaluma Petaluma, CA

Reviewed residential and non-residential plans and structures for compliance.

Plans Examiner/Building Inspector

1989 – 1990 Willdan Associates Roseville, CA

Reviewed residential and non-residential plans and structures for compliance.

Plans Examiner

1986 – 1990 City of Davis Davis, CA

Provided plan reviews for residential and commercial projects for compliance.

Norman Hong

PLAN REVIEW ARCHITECT

Norman has over 34 years of experience in architecture, including ten years as a plan review architect. As a professional architect, Norman has designed a wide variety of commercial, institutional and residential projects and was very active in the design related committees and commissions in the City of Livermore. In his plan review career, he has reviewed projects for code compliance on behalf of many jurisdictions in Northern California as well as Nevada and Colorado. He is experienced in a large variety of building types and has reviewed complex building systems such as high-profile buildings in San Jose and high-rise resorts in Colorado.

Experience

Senior Plan Review Architect

2007 – Present Interwest Consulting Group Pleasanton, CA
Plan review architect performing comprehensive plan review and client relations services for a variety of jurisdictions.

Senior Plan Review Architect

1997 – 2007 LP2A/Bureau Veritas Pleasanton, CA

Performed plans reviews for major industrial, commercial, mix-use and residential developments. Responsible for life/safety reviews for all large projects, in addition to mechanical, plumbing, electrical plan review and structural review for smaller projects.

Principal

1988 – 1997 Hong & Angelo Livermore, CA

Principal and founding partner in architect and planning design firm specializing in commercial (50%), institutional (20%) and residential (30%) design.

Architect

1971 – 1988 Associated Professions, Inc. Livermore, CA

Part owner and Vice President in charge of Architecture/Structure Division. Supervised all architectural personnel for the approximately 37 person firm. Responsible for all architectural services and projects in the office. Responsibilities include promotion, client coordination, design, preparation of contract drawings and specifications, obtain bids, administration of construction contracts and coordination with design consultants.

United States Air Force, Captain, Civil

Engineering Officer

1966 – 1971 United States Air Force

At various Air Force bases performed engineering duties including planning and construction management for military facilities. Responsible for planning projects throughout the Republic of Korea for the Korean military build-up following the "Pueblo Incident". Engineering Construction Manager for construction of Dover Air Force Base military projects including 26 Lockheed C-5 Galaxy aircraft support facilities.

REGISTRATIONS CERTIFICATIONS

California Licensed Architect,
No. C7328

EDUCATION

Bachelor of Architecture,
University of California
at Berkeley

PROFESSIONAL AFFILIATIONS

Past member of the City of
Livermore Beautification
Committee.

Past member and past president of
the City of Livermore Design
Review Committee. Developed
design guidelines for City of
Livermore.

Past member of the City of
Livermore Redevelopment Task
Force.

Founding member of City of
Livermore Downtown Design
Guidelines Committee.

Building Official

1977 – 1981 City of Pleasanton Pleasanton, CA
 Worked within a rapid-growing community with projects including a regional shopping center, tremendous residential growth and a very large office park.

Building Official | Deputy Planning**Director**

1970 – 1977 City of Los Altos Los Altos, CA
 Responsible for plan check and inspection as a two-person operation within a wealthy residential community.

Resident Inspector

1963 – 1970 Office of the State Architect | San Francisco Port Authority
 Experience ranged from railroad work through new university lab buildings to the Chico State College Farm buildings. Also served as a surveyor on the California Aqueduct.

William Miller

SENIOR PLANS EXAMINER | SENIOR INSPECTOR |
CERTIFIED BUILDING OFFICIAL

Bill has more than 30 years of experience in the building and safety field. He has acquired extensive expertise in plan review, and inspection services through his long tenure as former Chief Building Official for the Town of Truckee, and Building Inspector/Plans Examiner for Nevada County. Bill is skilled in directing, managing, supervising, and coordinating all programs and activities of a building division including permit issuance, plan review, building inspection activities and uses a practical approach to solving problems.

Experience

Senior Plans Examiner

2008-Present Interwest Consulting Group
Roseville, CA

Reviews residential and non-residential plans for compliance with California Building, Plumbing, Mechanical, Electrical Codes, Energy Standards and California Accessibility Standards; state and local building codes, policies, amendments, and ordinances.

Senior Plans Examiner/Manager

2006-2008 Bureau Veritas
Sacramento, CA

Responsible for overseeing all the plan review operations and personally providing plan review services for residential, industrial, and commercial developments for various jurisdictions in Northern California.

Chief Building Official

1993-2005 Town of Truckee Truckee, CA

Responsible for overseeing all Building Division operations including plan review, inspections, and counter service operations and providing plan review and inspection services for residential, industrial, and commercial developments within the Town limits. He developed comprehensive guidelines for plan review, inspection procedures, submittal requirements, and explored innovative ideas such as interactive internet permits, computer plan checks, and a voice recognition systems, to name a few.

Supervising Building Inspector

1983-1993 County of Nevada Nevada City, CA

EDUCATION

Washington State University, WA

California Building Codes Credential, 1998

PC 832 - Arrest and Control, 1994

American River College, Sacramento CA, 1982

Certificate of Completion in Construction Supervision and Inspection

CERTIFICATIONS

Council of American Building Officials
CBO Certification, No. 2171

ICBO/IAPMO Plumbing Inspector
Certification, No. 34090

ICBO/IAPMO Mechanical Inspector
Certification, No. 51131

Casp Certified

California State Energy Auditor
Certificate, No. 3134

ACE III-Initial Disaster Housing Inspector
Certificate, No. 22121

UBC Building Inspector, No. 0819718-10

UMC Mechanical Inspector, No.
0819718-44

ICC Plumbing Inspector, No. 0819718-P5

ICC Residential Combination Inspector,
No. 0819718-R5

ICC Combination Dwelling Inspector,
No. 0819718-56

UPC Plumbing Inspector, No.
0819718.34

ICC Accessibility Inspector/Plans
Examiner, No. 0819718-21

ICC Certified Building Official,
No. 0819718-CB

ICC Mechanical Inspector,
No. 0819718-M5

ICC Building Inspector, No. 0819718-B5

ICC Building Plans Examiner,
No. 0819718-B3

UBC Building Plans Examiner,
No. 0819718-60

Section

D

Cost Information

FEE MATRIX

For plan review and inspection services we propose the following fees for the specified service packages and options. The fees are expressed as a percentage of the plan review fee collected by the City of Rancho Cordova or hourly as specified in the "Schedule of Hourly Billing Rates Below.

Service Package	Project Type					Discipline			Fee
	Commercial	Residential	Building Inspection	Site Inspection	Permit Processing	Non-Structural	Structural	Fire	
A	✓					✓	✓		65%
B	✓					✓			40%
C	✓						✓		40%
D		✓				✓	✓		65%
E		✓					✓		40%
F	✓	✓				✓			Hourly
G	✓	✓					✓		Hourly
H	✓		✓						Hourly
I		✓	✓						Hourly
J					✓				Hourly
Other Services									Hourly as negotiated

SCHEDULE OF HOURLY BILLING RATES

CLASSIFICATION	HOURLY BILLING RATE
Senior Plan Review / Senior Structural Engineer	120
Fire Plan Review Engineer / Fire Protection Engineer	120
Civil/Grading Plans Review Engineer	120
Senior Plans Examiner / Senior Architect	95
Permit Technician	55
Supervising Inspector / Project Manager	95
Commercial Inspector	80- 90
Residential Inspector	75-85
Housing Inspector/Code Enforcement Officer	75

Miscellaneous charges will include:

Mileage	Current IRS Rate
Reimbursable Expenses	Time & Materials

In addition to the fees noted in the service packages above, we propose the following terms and conditions:

- ✓ For partial reviews such as foundation only, electrical only, preliminary reviews, etc., we propose to use the hourly rate specified in Service Packages F or G above.
- ✓ For expedited or fast-track projects, (those with turn-around times shorter than proposed in the previous "Availability / Schedule" section), we propose a 50% premium on the above noted fees contingent upon the availability of staff to perform the plan review.
- ✓ For the review of deferred submittals such as truss calculations, stairs, etc., submitted after the projects has been approved, we propose to use the hourly rate specified in Service Packages F or G above.
- ✓ For the review of revisions to previously approved drawings, we propose to use the hourly rate specified in Service Packages F or G above.
- ✓ The above plan review service packages include one meeting with the city and/or project design team to resolve plan review issues. Additional meetings will be billed on an hourly basis using the the hourly rate specified in Plan Review Packages F or G above
- ✓ The above noted plan review fees covers a first, second and quick final review (½ hour maximum for approval purposes only). We propose that additional reviews beyond that point should be billed additionally, in accordance with the hourly rate specified in Plan Review Packages F or G above with advance approval from the jurisdiction.
- ✓ We propose a minimum fee of \$300.00 for any plan review service.
- ✓ There will be a minimum four (4) hour per day fee for all inspection services.
- ✓ There will be a minimum four (4) hour per day fee for all in-house plan review, consulting and support staff services.
- ✓ There is no charge for courier or shipping services.

In the event that plan reviews are returned to the City of Rancho Cordova past the due date, we understand the following penalties will be imposed:

- ✓ If the reviews are returned to the City 1 to 5 days in excess of the due date, a 5% reduction in the plan check fee paid by the City of Rancho Cordova will be imposed.
- ✓ If the reviews are returned to the City 6 to 10 days in excess of the due date, a 10% reduction in the plan check fee paid by the City of Rancho Cordova will be imposed.
- ✓ If the reviews are returned to the City in excess of 10 days beyond the due date, the plan review shall be completed at no cost to the City of Rancho Cordova.
- ✓ Expedited plan reviews not completed in the agreed upon expedited time frame will cause forfeiture of the proposed 50% expedited premium fee.

SPECIAL PROJECTS

- ✓ For unusually complex or sensitive projects, i.e; subdivisions, high-rise buildings, large manufacturing facilities, buildings in excess of 500,000 sq. ft, or special complicated projects that employ state of the art lateral force resisting systems beyond the scope of the California Building Code we propose to negotiate a mutually agreeable fee and turn-around schedule based on the specific project at hand and considering the special circumstances involved and the experience of the staff required to provide the requested services, with consideration given to the project complexity and the construction schedule. We propose that services provided under these conditions be provided under a separate agreement.

MEMORANDUM



DATE: March 19, 2012

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Chief Building Official

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT WITH BUREAU VERITAS NORTH AMERICA, INC. TO CONTINUE PROVIDING ON-CALL BUILDING PLAN REVIEW AND INSPECTION SERVICES FOR THE BUILDING & SAFETY DIVISION.

RECOMMENDATION

Adopt Resolution 19-2012.

RESULT OF RECOMMENDED ACTION

Resolution 19-2012 will authorize the City Manager to execute the first amendment to contract 39-2010 with Bureau Veritas North America, Inc. The amendment will increase the on-call contract by \$900,000, bringing the total maximum compensation to \$1,280,000 and extending the term of service to January 1, 2015.

ADVANCES GOALS: 1, 6, 7, 8

BACKGROUND

In May 2010, the City entered into a new contract with Bureau Veritas North America, Inc. for \$380,000 over a two-year term, for on-call plan review and inspection services. In evaluating work performed under the existing contract and forecasting the potential work effort over the next three years, it is necessary to execute a first amendment to increase the contract amount by \$900,000 and extend the term of service to January 1, 2015. Staff has negotiated the amendment to ensure competitive market rates for qualified contract staff.

ATTACHMENT

Resolution No. 19-2012 including Exhibit 1A – Contract Amendment 39-2010-1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 19-2012

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT CONTRACT
WITH BUREAU VERITAS NORTH AMERICA, INC.**

WHEREAS, on April 26, 2010, the City of Rancho Cordova executed Contract 39-2010 with Bureau Veritas North America, Inc. to provide building plan review and inspection services to the Building and Safety Division; and

WHEREAS, continuance of these services will exceed the existing contract maximum; and

WHEREAS, the City wishes to extend the contract amount by \$900,000 and extend the term of service to January 1, 2015; and

WHEREAS, those services will exceed the maximum amount the City Manager has the authorization to approve.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the Council authorizes the City Manager to execute a contract amendment with Bureau Veritas North America, Inc. (**Exhibit 1A**) 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 _____, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

EXHIBIT 1A
CONTRACT NO. 39-2010-1

**FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF RANCHO CORDOVA AND BUREAU VERITAS NORTH AMERICA, INC**

This First Amendment to the Agreement for Consultant Services ("Amendment") is made by and between the City of Rancho Cordova ("City") and Bureau Veritas North America, Inc. ("Consultant") as of March 19, 2012. City and Consultant are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into a Consultant Services Agreement ("CSA") dated April 26, 2010 for the purpose of providing on-call building plan review and inspection services for the Building & Safety Division; and

WHEREAS, this Amendment will allow Consultant to continue providing services for an additional 34 months which will increase the contract amount; and

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

NOW, THEREFORE, the Parties hereto agree as follows:

AGREEMENT

1. The Parties agree to modify the end date of the CSA from June 30, 2012 to January 1, 2015. The first sentence of Section 1.1 of the CSA, "Term of Service," is amended to read as follows:

"The term of this Agreement shall begin on the date first noted above and shall end on January 1, 2015, and Consultant 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 CSA, "Compensation," provides for the City to pay Consultant a sum not to exceed 380,000. The Parties agree to amend Section 2 of the CSA in order to increase the compensation amount to pay Consultant for additional services. The first sentence of Section 2 of the CSA is amended to read as follows:

"City hereby agrees to pay Consultant a sum not to exceed One million, Two-Hundred Eighty Thousand Dollars (\$1,280,000), notwithstanding any contrary indication that may be contained in Consultant'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 CSA's Exhibit A.

EXHIBIT 1A
CONTRACT NO. 39-2010-1

4. The document entitled "Compensation Schedule," attached hereto as **Exhibit B**, shall replace and supersede the CSA's **Exhibit B**.
5. All other terms and conditions in the CSA 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.

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

CITY OF RANCHO CORDOVA

CONSULTANT

Ted A. Gaebler, City Manager

Isam Hasenin, COO, CCPWS Division

Date: _____

Date: _____

Attest:

Mindy Cuppy, CMC, City Clerk

Date: _____

Approved as to Form:

Adam Lindgren, City Attorney

Date: _____

1208092.1



City of Rancho Cordova Scope of Services

Understanding the Needs of the City of Rancho Cordova

The City of Rancho Cordova has a unique mixture of high tech industry, historical, and commercial enterprises with a wide spectrum of neighborhoods. The City boasts a strong development climate and healthy communities. Our professionals understand the wide variety of project types.

The City of Rancho Cordova can count on the fact that Bureau Veritas has the depth and experience in municipal building and fire, plan review and inspections that is unmatched anywhere. With multiple building officials on staff who possess collectively over a century of experience at our immediate disposal, we can say with great confidence that Bureau Veritas can supply immediate assistance and value added to any project, proposed development or outside the box idea when requested.

Having worn your shoes, we understand the paramount importance of fairness and tact while providing prompt and efficient professional services.

Bureau Veritas understands that the Building Division will outsource the inspection and plan review of these projects on a case by case basis. Bureau Veritas understands we may be asked to provide plan review, inspection, and counter staff services on a part time or on-call basis as needs arise.

Approach to Services

Bureau Veritas has identified a team of experts within close proximity to provide focused services for the City of Rancho Cordova in the areas of building, energy codes, fire plan review, permit processing and field inspection, with additional backup resources close at hand as needed. We also have the ability to engage a wide variety of experts to call upon, both within the building and fire disciplines and in other related areas on an as-needed basis, should the need for these services arise.

Pete Guisasola will serve as **Principal-in-Charge** and **Andrea Coley** will act as your **Project Manager**. As our primary liaison, Andrea will be the main contact between our professional staff and the City of Rancho Cordova and will be responsible for coordinating all efforts to assure the quality and timeliness of our services. Pete will act as your Principal-in-Charge; he brings more than 30 years of Building Department expertise to this role that enables him to understand the concerns of the City of Rancho Cordova. Andrea Coley will act as your Project Manager and will be your day-to-day contact to ensure that all project components are completed on time and to your specifications. She possesses excellent interpersonal skills and a hands-on-management approach. Andrea is assigned to ensure that the customer service levels for the city of Rancho Cordova exceed expectations and as a supervisor to staff assigned to the City.

Pete and Andrea will assure that the City of Rancho Cordova receives the attention and services that will ensure an optimal relationship between Bureau Veritas and the City. Flexible schedules allow them to meet the City's needs and assure that they can respond promptly to the City by phone, email or office visit. The Bureau Veritas office is located in close proximity to the City of Rancho Cordova.





City of Rancho Cordova Scope of Services

Field Inspection Services

The Bureau Veritas Inspection Team includes staff with multiple certifications to assure compliance with all requirements mandated by the State and local ordinances in your jurisdiction. All our professionals selected for this proposal are ICC certified, as well as certified in each area of their expertise.

Bureau Veritas will provide field inspection for the City's projects for compliance with State of California Building, Mechanical, Plumbing, Electrical, Energy and Fire Codes, as amended by the City and as designated by the City.

Our Inspection Team may also provide On-Call Building and Fire Inspection services to cover staff vacation time, peak work loads, specialized inspection activities and others as needed. These activities may include:

- Next-day inspections.
- Same-day response to uniquely important or urgent inspection requests.
- Inspections of a clearly urgent nature (urgent life-safety concerns).

Typically, our building inspection services consist of the required inspections as identified in the CBC:

- Foundation Inspections
- Framing Inspections
- Gas and Electrical Panel Hookup Inspections
- Roof & Shear Inspections
- Concrete Slab Under-Floor Inspections
- Energy Code Inspections (includes Insulation)
- Electrical, Mechanical and Plumbing Inspections
- Sheetrock Nail Inspections
- Final Inspection (Certificate of Occupancy)

Additional inspections will be provided in accordance with the City's policies and procedures, and may include the following:

- Non-Structural Fire and Life Safety Inspections
- Structural Inspections
- Barrier Free Inspections

Permit Processing Services

Our project team can assist your Building Department in developing procedures for over the counter plan checks. All permit processing and counter services will be performed at the City's Building Division office by a qualified and properly trained Bureau Veritas Permit Technician who will work under the direction of City staff.

Bureau Veritas will obtain direction from the City regarding the types of projects that will qualify for over-the-counter service. At the request of the City, handouts and checklists can be developed to establish a routine set of guidelines to streamline the application for permit process.





City of Rancho Cordova Scope of Services

In addition to over the counter plan checks, our Permit Technician may provide services that include but are not limited to the following:

- Create public informational documents such as handouts to explain technical issues or requirements for permit issuance, etc.
- Establish and maintain the file systems necessary to keep track of in-process applications, permits that have been issued, plan checks in-process, approved plans, and other appropriate filing and systems.
- Develop and/or maintain reports such as applications submitted, permits issued, inspections requested and completed, revenues collected, etc.

Plan Review Services

It is our intention to consistently beat the plan review turnaround times while assuring continuous quality and reasonable implementation of the state codes and any local amendments. Our staff will consult closely with the City of Rancho Cordova Staff and Fire Marshal or their designated representatives on any grey areas of the code or alternate methods being proposed and considered.

We have specific experience working through a variety of challenges including, but not limited to, infill commercial development, adaptive reuse and change of occupancies of existing buildings, technical historic restorations, retrofit of un-reinforced masonry or soft-story buildings, large commercial shopping centers and mixed-use multifamily developments, live-work projects and high tech, research and development facilities, and public works such as water treatment plants, recreation facilities, fire stations, etc.

We have developed in-depth training materials in order to bring our staff and yours up to speed and are also offering these services volunteering through local ICC chapters and other organizations.

Pete Guisasola, Director of Municipal Code Compliance will provide plan review oversight. Pete brings over 25 years of plan review experience and oversight to Bureau Veritas. He has experience working for more than 50 public agencies in California and has supervised the plan review process for 40 of these agencies. What this means for you is a high level of confidence that we will always be able to meet or exceed your turnaround goals, no matter the size and complexity of the project, with quality plan review.

Should the need arise our Sacramento office has the staff to assist with Plan Review as an extension to your City staff. We can ensure continuous availability of resources to assist the City in successfully meeting or exceeding its plan review time schedules. All personnel assigned to the City's projects will have available the necessary materials, resources and training to conduct plan reviews, including copies of applicable City amendments, policies, procedures and forms. **The City of Rancho Cordova can be further assured that we will NOT assign unqualified or other staff that does not meet the high standards of the City of Rancho Cordova.**

In addition, Bureau Veritas has included in our team of professionals, experienced, fully certified Fire Protection Engineers and staff for the review and inspection of residential, commercial and industrial projects. Our Fire Protection Engineers and staff are experienced in the methodology and intent of the California Building and Fire Code. They will work closely with the Chief Building Official and local Fire Administrator to resolve all project issues.





City of Rancho Cordova Scope of Services

Bureau Veritas proposes the following approach to plan review services:

Pick Up and Delivery of Plans and Documents

Bureau Veritas will pick up all documents to be reviewed from the City of Rancho Cordova's Building Division, and will maintain complete records related to all plans, calculations, and documents received. **We would also encourage the City and its applicants to submit documents electronically, as we are second-to-none, in fact the forerunner, in electronic plan review.**

Innovative Project Tracking and Delivery

Bureau Veritas offers its clients traditional and non-traditional approaches to tracking, coordination, and delivery of submittals. We can design and implement the process that best fit your needs.

Our traditional methods assure that submittals are properly coordinated and tracked, by following an established internal plan check coordination process in which each plan received for review, entered into our database, processed and returned on time to the client. Our plan tracking procedures are designed to track each submittal throughout the review process and maintain accurate and comprehensive records for each submittal.

Bureau Veritas also offers an innovative submittal tracking system: BVnet, a web based tool accessible by our clients, partners and employees. BVnet delivers online reports, certificates, photos, drawings and other project/contract data to our clients, and it is a secure place to view global project status.

One of the many benefits of BVnet is the improvement of project management procedures and the enhancement of communications between our building safety professionals and the Client's staff. By allowing a better coordination of plan review activities (schedules, procedures, reports), it simplifies administrative processes, eliminates non productive tasks (phone, fax, email ...), reduces paper, indicative of our green building commitment, and streamlines communication between contract participants.

Performing Plan Reviews

Upon completion of each plan review Bureau Veritas will return the reviewed documents to the City and provide an electronic and hard copy of the plan review comments. Once the plan review is completed and ready for approval, Bureau Veritas will stamp the plans and supporting documents approved and return them to the City as requested.

Bureau Veritas will not recommend approval to the City until all code compliance issues are resolved to the best of our team's knowledge and all permit issuance requirements of the City Building Division are satisfied. Bureau Veritas will contact the City if there are questions, and will respond within one business day upon each notification that a plan check is authorized. In all cases, BV will reflect the philosophies expressed by the City.

Bureau Veritas will conduct and coordinate all communications with the City's representative for plan review comments of those items needing correction, clarification, or change to achieve compliance with applicable building laws, ordinances, and regulations. Bureau Veritas will not contact the applicant directly unless directed





City of Rancho Cordova Scope of Services

to do so by the City. The City will notify the applicant when plans are approved, and the permit is ready to be issued.

Code interpretations are always subject to final review and approval by the Chief Building Official. All plan review comments submitted by Bureau Veritas are subject to the review by the City.

Meetings and Communications

Our professional plan review team will be available, with prior notification of at least 24 hours, to respond to questions from the City that may be generated during field inspection for each authorized plan check that is subsequently issued a permit for construction. Typically, inspectors have the ability to call our plan review engineers from the field with questions for instantaneous clarification. Bureau Veritas will be prepared to visit the project sites, review shop drawings, work with other employees and consultants, and perform other tasks pertaining to the plan review and approval process, as needed for your projects, at no extra cost to the City on projects paid on percentage.

The project team assigned to provide services to the City of Rancho Cordova will be available to attend meetings at the City's offices to address questions or discuss issues with City staff, design team and/or construction team that may arise on a project at no additional cost to the City for projects paid on percentage.

To support our plan review team's service requirements, Bureau Veritas has created a team of professionals that will answer status questions that arise from the City staff, applicants, contractors, and designers during and after the plan check process. Our document control staff will keep track of plans as they are received at the Sacramento office, and will provide status information as required by the City.





City of Rancho Cordova Staff Level Hourly Pricing

Hourly rates for project personnel are outlined below:

<u>Staff Level Classifications</u>	<u>Hourly Billing Rate*</u>
Principal	\$150.00
Supervising Plan Review Engineer/Associate	\$125.00
Senior Plan Review Engineer/Architect	\$115.00
Plan Review Engineer/Architect	\$100.00
Senior Plans Examiner	\$95.00
Fire Plans Examiner	\$95.00
CASp Specialist	\$90.00
Plans Examiner	\$80.00
Code Enforcement Officer	\$75.00
Permit Technician	\$60.00
Clerical Support	\$55.00
Deputy Building Official	\$110.00
Senior Inspector	\$87.00
Inspector II	\$85.00
Inspector I	\$75.00

*Rates are valid from July 1, 2012 to June 30, 2013. Bureau Veritas will review hourly rates with the City annually.

Overtime will be charged at one hundred fifty percent (150%) of the hourly rates stated above. No overtime will be charged without prior consent from the City.

The use of subcontractors by Bureau Veritas will be charged to the City at cost plus ten percent (10%). No subcontractors will be used without prior consent from the City.



MEMORANDUM



DATE: March 19, 2012

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **RESOLUTIONS AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSULTING SERVICES AGREEMENT WITH MARK THOMAS & COMPANY FOR THE FOLSOM BOULEVARD TRANSIT PRIORITY AREA IMPLEMENTATION PLAN**

RECOMMENDATION

Adopt Resolution No. 20-2012.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution would allow the City Manager to execute a two year contract with Mark Thomas & Company in the amount of \$420,000 for the Folsom Boulevard Transit Priority Area Implementation Plan.

ADVANCES GOALS 2, 4, and 8

BACKGROUND

The County of Sacramento, in partnership with the City of Rancho Cordova, was awarded a grant from the Strategic Growth Council's (SGC) Sustainable Communities Planning Grant and Incentive Program to prepare the Folsom Boulevard Transit Rail Corridor Implementation Plan. The purpose of the SGC grant program is to foster the development of sustainable communities throughout California by helping local governments meet the challenges of adopting land use plans and related implementation strategies.

The purpose of this Implementation Plan is to develop infrastructure improvement plans and refine land use plans for five light rail stations located on the "Gold Line" between Watt Ave and Hazel Ave. The build-out infrastructure requirements (circulation, parking, sewer, water, drainage, and dry utilities) needed to enhance access to the station area and to support new transit-oriented development in the station catchment areas will be identified so that federal, state, regional, and local funding investments can be dedicated. The circulation, parking and sewer improvements as well as the preliminary cost estimates for the sewer will be developed by the County of Sacramento and Fehr & Peers and will need to be incorporated into the final report.

The five light rail stations that will be addressed in the Implementation Plan are as follows.

- Watt/Manlove
- Butterfield
- Mather Field/Mills
- Cordova Town Center
- Hazel

FISCAL IMPACT

The SCG Grant will fully reimburse the City for this contract and there is no impact to the City's General Fund.

ATTACHMENT

Resolution No. 20-2012 including Exhibit 1A – Contract 17-2012

CITY OF RANCHO CORDOVA

RESOLUTION NO. 20-2012

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH
MARK THOMAS & COMPANY, INC. FOR FOLSOM BOULEVARD TRANSIT
PRIORITY AREA IMPLEMENTATION PLAN**

WHEREAS, the City of Rancho Cordova wishes to contract with Mark Thomas & Company, Inc. for consulting services for Folsom Boulevard Transit Priority Area Implementation Plan in the amount of \$420,000; and

WHEREAS, the County of Sacramento, in partnership with the City of Rancho Cordova, was awarded a grant from the Strategic Growth Council's (SGC) Sustainable Communities Planning Grant and Incentive Program; and

WHEREAS, the grant will be used to prepare the Folsom Boulevard Transit Rail Corridor Implementation Plan; and

WHEREAS, the purpose of this Implementation Plan is to develop infrastructure improvement plans and refine land use plans for five light rail stations located on the "Gold Line" between Watt Ave and Hazel Ave.; and

WHEREAS, the term of the agreement will expire on March 31, 2014; and

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

WHEREAS, the SCG Grant will fully reimburse the City for this contract and there is no impact to the City's General Fund.

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 Mark Thomas & Company, Inc., Consultant, attached as **Exhibit 1**.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

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

THIS AGREEMENT for consulting services is made by and between the City of Rancho Cordova ("City") and Mark Thomas & Company, Inc. ("Consultant") as of March 19, 2012.

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

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on March 31, 2014, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to 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.
- 1.2 **Standard of Performance.** Consultant 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 Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in professional manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.
- 1.3 **Assignment of Personnel.** Consultant 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, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant 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 Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed \$420,000, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties

further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant 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.** Consultant 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 Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder, as well as a separate notice when the total number of hours of work by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
 - The Consultant'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 Consultant.
- 2.3 Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.
- 2.4 Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant 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 Consultant 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 Consultant 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. 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.** Consultant 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 Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant 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 Consultant 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 Consultant'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, Consultant, 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 Consultant and its agents, representatives, employees, and subcontractors. Consultant 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. Consultant 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 Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant 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.

- 4.1 Workers' Compensation.** Consultant 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 Consultant. 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, Consultant 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 Consultant, 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. Consultant shall notify City within 14 days of notification from Consultant's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) 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 coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 8 and 9. 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 Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant. 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 Consultant 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. Consultant shall notify City within 14 days of notification from Consultant's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

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

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

4.3.2 An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, 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 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, Consultant must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant 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, Consultant 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.** Consultant 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 Variation.** The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.
- 4.4.5 Deductibles and Self-Insured Retentions.** Consultant 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, Consultant 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 Consultant 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.

- 4.4.6 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, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than five days after Consultant is notified of the change in coverage.

- 4.5 Remedies.** In addition to any other remedies City may have if Consultant 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 Consultant'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 Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 General Requirement. Consultant shall indemnify, defend with counsel reasonably acceptable 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 applicable 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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, Consultant 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 Consultant or any employee, agent, or subcontractor of Consultant 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, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant 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, Consultant's duty to

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

The Consultant is not responsible for breaches by the Construction Contractor with the City, unless a such breach is caused or contributed to by the Consultant's negligence or by its failure to perform its obligations under the agreement between the Consultant and the City. The Consultant will support the City in any post-completion dispute with the contractor, regarding reasonable assistance, providing access to records, but is not required to incur out of pocket costs such as retaining independent experts. Consultant shall be reimbursed at the standard hourly rates in support of post construction disputes for time spent beyond those defined in the cost proposal.

Section 6. STATUS OF CONSULTANT.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant'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 Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant 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. Consultant shall not allow any employee to become eligible for a claim for PERS benefits.
- 6.2 Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant 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.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant'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, Consultant 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.** Consultant represents to City that Consultant 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. Consultant represents to City that Consultant 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, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall implement all applicable Title VI requirements, see Exhibit C.

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

- 7.6 Certified Payroll.** The Consultant and all SUBCONSULTANTS shall comply with California Labor Code Sections 1774, 1775, 1776 and related codes including the submission of certified payroll.

Contract Cost Principals and Procedures and Administrative Requirements shall be adhered to as applicable (CFR 48, Federal Acquisition Regulation System, Chapter 1, Part 31 and CFR 49, Part 18).

Section 8. TERMINATION AND MODIFICATION.

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

Consultant 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, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs,

computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant 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. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant 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 Consultant for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's 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 Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant 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 entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Consultant.** If Consultant 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 Consultant pursuant to this Agreement;
 - 8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
 - 8.6.4** Charge Consultant 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 Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant'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 Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant 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 Consultant 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. Consultant shall not be held liable for losses or claims resulting from the unauthorized modification of documents or reuse of documents, by the city or other third party, other than for their original intended purpose.
- 9.2 Consultant's Books and Records.** Consultant 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 Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant 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 City, State, FHWA or their duly authorized representatives for a period of three (3) years after final payment under the Agreement. This requirement also applies to all of Consultant's subcontractors.

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

Consultant 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.*

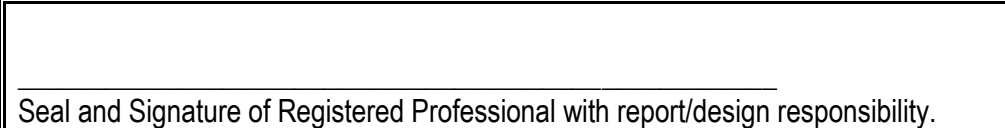
Consultant hereby represents that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant represents that it did not participate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

- 10.8 Solicitation.** Consultant 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 Britton Snipes ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 Notices.** Any written notice to Consultant shall be sent to:
- Adrian Engel, Project Manager
Mark Thomas & Company, Inc.
7300 Folsom Blvd. Suite 203
Sacramento, CA 95826
aengel@markthomas.com

Any written notice to City shall be sent to:

Britton Snipes
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

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


--

- 10.12 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, and the compensation schedule attached hereto and incorporated herein as Exhibit B, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 10.13 IRS Form W-9.** Consultant 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.
- 10.14 No Contingencies for Award or Formation of Agreement.** Consultant warrants that he/she has not employed or retained 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 City shall have the right to terminate this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- 10.15 Retention of Records/Audit.** 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 Agreement pursuant to Government Code 8546.7; the Consultant and subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement term and for three years from the date of final payment under the Agreement. The State, the State Auditor, City, FHWA, or any duly authorized representative of the federal government shall have

access to any books, records, and documents of the Consultant that are pertinent to the Agreement for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts shall contain this provision.

10.16 Cost Principles.

10.16.1 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 allowable cost of individual items.

10.16.2 Consultant 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).

10.16.3 Any costs for which payment has been made to Consultant that are determined by subsequent audit(s) to be unallowable under 48 CFR (Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq.) are subject to repayment by Consultant to the City.

Section 11 EQUIPMENT PURCHASE.

11.1 Prior authorization in writing, by the City Contract Administrator shall be required before the Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or Consultant services. The Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

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

11.3 Any equipment purchased as a result of this contract is subject to the following: "The 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, the City shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, the Consultant may either keep the equipment and credit the City 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 City procedures; and credit the City in an amount equal to the sales price. If the Consultant elects to keep the equipment, fair market value shall be determined at the 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 the City and the Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the City."

11.4 All subcontracts shall contain the above provisions.

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

CITY OF RANCHO CORDOVA

CONSULTANT

Ted A. Gaebler, City Manager

Michael J. Lohman, President

Date: _____

Date: _____

Attest:

Mindy Cuppy, CMC, City Clerk

Date: _____

Approved as to Form:

Adam Lindgren, City Attorney

Date: _____

Exhibit "A"

Scope of Work for Folsom Boulevard TPA Implementation Plan

The Mark Thomas and Company (MTCO) and West Yost Associates (West Yost) team is pleased to provide this work plan for the Folsom Boulevard Transit Priority Area Implementation Plan (Plan) in the County of Sacramento (County) and the City of Rancho Cordova (City). As a part of the Plan, land-use plans will be developed for the transit priority areas around five light rail stations along the "Gold Line" between Watt Avenue and Hazel Avenue. The land-use plans will promote compact mixed-use development as an alternative to traditional low density development. The infrastructure requirements to support the proposed development will be determined as a part of the Plan. Mark Thomas and Company will provide surveying services, cost estimating and will create the overall TPA Implementation Plan. West Yost will perform the analyses of the infrastructure requirements for the storm drainage and water distribution systems at each of the five sites. Bay Area Economic (BAE) will analyze economic conditions and market trends for the project. Our proposed scope of work is described below.

Task 1: Improve Community Connections for Pedestrians and Bicyclists

Task 1 will include overall coordination with the other members of the Grant Team (Team) including Sacramento County staff, City of Rancho Cordova staff, LGC, RT, SASD and Fehr and Peers. This coordination will be key for folding in the different infrastructure components into the final Implementation Plan.

1.16 Improve Bicycling Connections with existing communities to transit stations (reference attached TOD Station Area site exhibits)

MTCO will attend project team meetings over the project's 24 month duration, assuming twelve (12) meetings scheduled as needed. This task will also include up to five (5) coordination meetings with key outside stakeholders for the different transit priority areas.

1.25 Engineer's estimate of Build-out costs. Provide phasing improvements, development triggers, catalyst projects, and other recommendations especially related to sustainable solutions and EIR

MTCO will create preliminary construction cost estimates for the mobility improvements identified by the transportation infrastructure team. It is assumed that existing mapping with the proposed improvements recommended by Fehr and Peers and other will be provided and no additional exhibits will be created.

1.26 *Provide completed report to DERA for MMRP Review*

MTCO will assist Fehr and Peers in compiling the information needed for submittal to DERA for MMRP review. It is assumed that a draft and final version of the report will be created.

1.33 *Improve Pedestrian and Bicycling Connections within new TOD areas to transit stations (reference attached TOD Station Area site exhibits)*

Similar to Tasks under 1.16, MTCO will assist with mobility improvements internal to the development process at each TPA. This task will also include up to five (5) coordination meetings with land owners or developers for the different transit priority areas to discuss existing planning or design efforts.

1.36 *Engineer's estimate of Build-out costs, Provide phasing improvements, development triggers and other recommendations especially related to sustainable solutions and EIR.*

MTCO will create preliminary construction cost estimates for the internal mobility improvements identified by the transportation infrastructure team. It is assumed that existing mapping with the proposed improvements recommended by Fehr and Peers and other will be provided and no additional exhibits will be created.

Task 2: Identify Infrastructure Conditions and Constraints for new TOD land uses

Task 2 contains the bulk of the infrastructure analysis for the Project. The first half of the subtasks identified in the overall County (Appendix M - Work Plan) will be completed by SASD for the sanitary sewer analysis. MTCO and West Yost will coordinate with SASD and compare water/sewer usage assumptions to ensure consistent proposed improvements. The remainder of Task 2 will be to complete the water and drainage analysis as outlined below.

2.16 *Identify existing and needed water supply, drainage/stormwater and dry utility infrastructure and improvement costs*

2.17 *Conduct Technical Studies and any needed modeling*

Reconnaissance and Data Collection – The Mark Thomas and Company / West Yost team will visit each of the five sites to gain an understanding of the study area. We will collect and review the available information that is relevant to the study. This may include any previous studies related to the storm drainage or water distribution systems, previously prepared hydrologic and hydraulic models, existing infrastructure mapping, as built plans, topographic mapping, and records of service calls placed to the County or the City during past storm events.

Field Surveys - It is anticipated that field surveys will be required to define invert elevations or overland release elevations and critical locations at each of the sites. Mark Thomas surveying staff will perform GPS surveys utilizing the datum of the LiDAR data provided by the County. It is assumed that there will be a total ten (10) days of survey crew time scoped for this effort.

Utility Coordination - Utility A Letters will be sent out to all dry utility providers (communication and electricity) to get existing mapping in the 5 project areas, as well as solicit information on future growth of the utilities.

2.18 *Assess existing infrastructure improvements at and near the 5 transit stations.*

At each of the five sites, West Yost will evaluate the existing conditions and constraints related to the storm drainage and water distribution systems. We will define the existing major infrastructure in the vicinity of the sites and will determine the available capacities of the systems with respect to their ability to support development of the sites.

Storm Drainage

For the storm drainage system evaluations, West Yost will determine existing runoff patterns at each site and we will define the watershed boundaries including the off-site watersheds that contribute runoff to the study sites. The watershed boundaries at the project sites will be defined using LiDAR topographic mapping available from the County and field reviews. We will prepare hydrologic models using the County's SacCalc software to calculate the existing flow rates at each site based on the existing land-use conditions. We will calculate peak flows for the pipe design event (Nolte Method) and flow hydrographs for the 10-year and 100-year storm events.

We will define the existing major drainage facilities that serve the project sites including trunk pipelines, detention basins, creeks or channels, and culverts. The capacities of the key major facilities of the existing storm drainage systems will be estimated using hydraulic modeling or spreadsheet analyses based on Manning's equation. The capacities of existing pipes and overland flow paths will be compared against the existing flows to determine if there is sufficient capacity to convey existing peak flow rates, or if there is extra capacity that would support the proposed development. If previously prepared hydrologic and hydraulic models are available for the existing systems, we will use them as appropriate. To assist with the capacity analysis, the service call records obtained from the County will be reviewed to determine locations of flooding during past storm events.

Water Distribution

For the water distribution system evaluations, the five light rail stations are served by three different water agencies; City of Folsom, Golden State Water Company, and Cal American Water Company. West Yost will work with each water purveyor to gather available design criteria, fire flow requirements, supply information, demand factors, and infrastructure data for each site. We will review existing planning documents to determine if any future considerations were given at each site for changed land use and projected demands.

We will utilize the existing hydraulic models of the water purveyors collected in Task 1 for each site to determine the existing level of service. System pressures, velocities, pipeline head loss, and available fire flow will be documented based on the hydraulic model results for each site. If a hydraulic model is not available for any given site, we will create a site specific model for the proposed development area, and will assign boundary pressure conditions (existing and future) based on input from the appropriate water purveyor. West Yost assumes that both static and residual pressure data is available from the current water purveyors that are anticipated to serve each development area.

2.19 Obtain shape files of proposed intensified land densities at the transit station areas and assess the build-out conditions.

Mark Thomas and Company will work with Team to identify opportunity sites and projected level of development. It is critical that all team members of the overarching grant effort are involved at this early stage of project development due to the fact that they will all be performing analysis independently. It is assumed that existing and proposed land use GIS data from General Plan, Specific Plan or other planning efforts will be provided by the City and County.

BAE will draw upon its knowledge of and past experience with economic conditions and trends along Regional Transit's Gold Line to prepare a memo to identify TOD market opportunities for each of the five targeted light rail station areas. BAE will draw upon station area analyses previously completed for Gold Line Station areas by BAE as part of Regional Transit's TLC project. BAE will update that information, to reflect recent economic trends and current conditions. The update process will involve compiling and reviewing current demographic data for the areas surrounding the stations to identify any significant changes in population or household characteristics, such as household type, income, or age of residents. BAE will also contact the City and County planning departments to update the status of planned and proposed projects at or near the station areas. Finally, BAE will conduct a survey of the real estate market conditions around each of the station area, including recent property sales, commercial vacancies, and asking lease rates. Based on this information, BAE will prepare an updated market

opportunities assessment for each of the five station areas, to identify those land use types that exhibit the best potential for market support along with a qualitative assessment of the likely timing of development (e.g., short term, mid-term, or long-term).

2.20 *Review the adequacy of existing infrastructures and determine the needs for future improvements.*

West Yost will evaluate the storm drainage and water distribution infrastructure improvements necessary to support the proposed land-use plan for each of the five sites. Using proposed land-use data developed by others, we will evaluate the infrastructure requirements for full buildout of the project sites, and also for one interim phase of development, if applicable.

Storm Drainage

For the storm drainage evaluation, we will update the hydrologic models prepared for Task 2 to calculate the flow rates for the full buildout scenario and the interim development scenario. The calculated flow rates from the two scenarios will be compared against the estimated capacities of the existing systems, as determined during Task 2. If the flow rates from the developed scenarios exceed the available capacities of the existing drainage infrastructure, mitigation measures will be evaluated to either increase the system capacity, or reduce the flow rates. Measures to be considered will include new or upsized pipes and culverts, detention storage, and low impact development techniques such as permeable pavement, rain gardens, and bio-swales. Low impact development techniques will also have the benefit of providing mitigation of potential stormwater quality and hydromodification impacts.

Water Distribution

For the water distribution system evaluations, we will use the available hydraulic models or created hydraulic models for each site to simulate the water demands of the proposed full buildout and interim development scenarios. The proposed water demands will include consideration of each water purveyor's water conservation programs and recommendations for water efficient fixtures, including the CALGreen Building Code and adopted water efficient landscaping ordinance requirements, and fire flow requirements.

West Yost will evaluate the results of the hydraulic model to determine the ability of the existing infrastructure system to deliver adequate pressures and flows to each site. If the existing system is not capable of meeting minimum pressure and flow standards, we will recommend upgrades to the water system (such as increased pipeline sizes or looping) to mitigate the potential water system impacts. The proposed improvements will be coordinated with the water purveyors.

For both the storm drainage and water distribution systems, exhibits will be prepared for each of the development scenarios that show the locations and sizes of existing facilities in the vicinity of the sites and the proposed infrastructure improvements. Cost estimates will also be prepared. Key improvements that provide the largest capacity benefits for the least cost will be identified.

2.21 Create plans/exhibits showing existing and needed improvements. Get comments from respective Agencies. Incorporate into exhibits. Draft final improvements.

West Yost will prepare a report that describes the analysis and the major findings. A draft letter report in electronic format (PDF) will be submitted for review and comment. We will finalize the report by addressing the comments received, and we will provide the final report in electronic format and three printed copies. We have assumed that the comments can be addressed without significant engineering work beyond that described above.

2.22 Identify infrastructure connections with site planning where information is available.

MTCO and West Yost will work with the development plans to identify key infrastructure connection points and possible improvements to assist in implementation of transit oriented development. In addition to the “base level” analysis that will be done for all sites, where additional studies have been “done by others” these shall be looked at and studied to advance solutions and recommendations to the next level ,especially on catalyst sites where we know this work has already been completed. This information will be rolled into the final report and no stand-alone deliverable will be produced.

2.23 Incorporate sustainable solutions into infrastructure where possible

MTCO and West Yost will highlight sustainable solutions related to the infrastructure improvements and related development assumptions that can be incorporated into both the consumption scenarios for building the modeling and practical applications that can be built with future transit oriented development. It is assumed there is no independent deliverable from this task.

2.24 Engineer’s estimate of Build-out costs and complete final report

West Yost will create water and drainage infrastructure construction cost estimates for the interim and buildout scenarios from the infrastructure recommendations. SASD will be responsible for providing comparable estimates for the sanitary sewer improvements. MTCO will take the findings of Fehr and Peers and create estimates for the two Pedestrian and Bicycle Connections scenarios from Task 1. The cost estimates will be incorporated into the final report.

2.25 Provide phasing improvements, development triggers, catalyst projects and other recommendations especially related to sustainable solutions and EIR.

Working with the infrastructure team members, MTCO will evaluate the infrastructure thresholds and identify phasing strategies for both development and infrastructure spending. A key part of the final report will be to provide the nexus between development triggers and infrastructure upgrades. This task will include two (2) coordination meetings with the infrastructure team to identify these key thresholds. The results will be included in the Implementation Plan.

BAE will support the team to define appropriate development types to target for each station area, along with supporting infrastructure plans. BAE will also use this information to assist the consultant team in developing a strategic infrastructure investment approach that will seek to prioritize infrastructure investment toward improvements that will be most likely to help spur additional private investment as soon as possible, rather than directing infrastructure investment towards improvements in areas that are not yet “ripe” for the type of development envisioned. This will help to ensure that the Implementation Plan will make the most efficient use of the limited infrastructure monies that become available over time, and that early infrastructure investments will support catalyst projects that can help to accelerate the process towards reaching long-term goals for the corridor.

2.26 Incorporate reports, maps, exhibits, and technical studies from work Tasks 1, 2, 3 & 4 into a completed, comprehensive FINAL report. Submit to DERA for MMRP Review. Utilizing information and outcomes from work Tasks 5, 6, 7 & 8 synthesize into an appendix document to inform future work and benefits resulting from future project development.

Mark Thomas and Company will take the lead in compiling the findings from all of the technical studies into a single cohesive Transit Priority Area Implementation Plan. The Plan will highlight key findings in the infrastructure studies, create a phasing and implementation plan, and identify thresholds for development. The development thresholds will contain phasing triggers and catalyst projects that will guide future development. Working with the utility providers the Plan will also create a mechanism for tracking development thresholds so infrastructure improvements are phased appropriately.

Task 3: Satisfy Mitigation Measures requiring Phasing Plans when improvements are required.

Task 3 involves coordinating the Implementation Plan with DERA and future phasing in association with the Mitigation Measures. All of these items will be folded into the final document and a separate product will not be submitted.

3.2 Coordinate infrastructure studies, review and comment, cost estimates and preparation of phasing plans (where indicated as a result of the studies) that identifies thresholds for development when necessary improvements are required.

MTCO will work with the County to identify development thresholds that will trigger key infrastructure improvements which may be tied into the Mitigation Measures in the EIR.

3.3 Provide development improvement - phasing triggers, catalyst projects – that will guide development and address MMRP mitigation conditions in the EIR.

MTCO and BAE will work with the County and City to identify catalyst projects that will be associated with key mitigation conditions and associated upgrades.

3.4 Identify mechanism to track when thresholds are met so infrastructure improvements are constructed when needed.

MTCO will create a priority list for implementation triggers of infrastructure projects and identify criteria for when projects should be completed. These criteria may be associated with development level, geographic location, or tied into similar types of work.

3.5 Obtain Certificate of Compliance for EIR MMRP Conditions

MTCO will support DERA to complete and obtain the Certificate of Compliance for EIR MMRP conditions.

3.6 Provide required infrastructure studies to Dept of Environmental Review & Assessment for EIR condition consistency review and approval.

MTCO will submit the draft technical studies, as well as the draft and final Implementation Plan for review and comment.

Exhibit B

Folsom Blvd. Transit Rail Corridor Implementation Plan

City of Rancho Cordova

FEE PROPOSAL

TASK	PIC	Project Manager	Project Engineer	Design Engineer	CADD Tech	Project Surveyor	2-Person Survey Crew	Survey Tech	Tech Writer	Admin	Total Hours	MTCo Total	West Yost	BAE	Total
	\$250	\$175	\$150	\$125	\$100	\$130	\$270	\$85	\$85	\$70					
Task															
1.0 Improve Community Connections for Pedestrians and Bicycles															
1.16 Improve Bicycle Connections with existing communities to transit stations															
1.25 Engineer's Estimate for build out		16	8	40							64	\$9,000			\$9,000.00
1.26 Provide completed report to DERA for MMRP Review	4	16									20	\$3,800			\$3,800.00
1.33 Improve Ped and Bike Connections with new TOD to transit stations															
1.36 Engineer's Estimate for build out		16	8	40							64	\$9,000			\$9,000.00
2.0 Identify Infrastructure Conditions and Contraints for new TOD															
2.16 Identify existng and needed water supply, drainage, dry utilities															
2.17 Conduct Technical Studies and needed modeling			40			20	80	20			160	\$31,900	\$19,374.00		\$51,274.00
2.18 Assess existing infrastructure improvements near the 5 transit stations		20	40								60	\$9,500	\$54,279.00		\$63,779.00
2.19 Obtain shape files of prposed intensified land densities and assess build out		8	20		40						68	\$8,400		\$20,500.00	\$28,900.00
2.20 Review the adqueqcy of existing infrastructure and determine future improvements		10	10								20	\$3,250	\$92,715.00		\$95,965.00
2.21 Create plan showing existing conditions and proposed improvements		10	10								20	\$3,250	\$27,022.00		\$30,272.00
2.22 Identify infrastructure connections with site planning		8	20		10						38	\$5,400			\$5,400.00
2.23 Incorporate sustainable solutions into infrastructure		16		20							36	\$5,300			\$5,300.00
2.24 Engineers estimate of build-out costs and complete final report		16	20								36	\$5,800	\$29,610.00		\$35,410.00
2.25 Phasing improvmetns, catalysts projects and sustainable solutions		20	20								40	\$6,500		\$6,500.00	\$13,000.00
2.26 Incorporate reports, maps, exhibits, and technical studies	10	40	80		41				40	40	251	\$31,800			\$31,800.00
3.0 Satisfy Mitigation Measures requiring Phasing Plans for required improvmetns															
3.2 Coordinate infrastructure studies, prepare phasing plans, identify thresholds															
3.3 Provide development improvent phasing triggers and mitigation measures	6	40	40								86	\$14,500			\$14,500.00
3.4 Idenfity mechansims to track thresholds	4	40	42								86	\$14,300			\$14,300.00
3.5 Obtain Certificate of Compliance for EIR MMRP Condistions		16									16	\$2,800			\$2,800.00
3.6 Facilitate DERA review of infrastructure studies and revised based on comments	4	16							20		40	\$5,500			\$5,500.00
TOTAL BASE HOURS/FEE	28	308	358	100	91	20	80	20	60	40	1,105	\$170,000	\$223,000.00	\$27,000.00	\$420,000.00

MEMORANDUM



DATE: March 19, 2012

TO: Honorable Mayor and Council Members

FROM: Joe Chinn, Assistant City Manager

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH PAMELA HURT ASSOCIATES TO PROVIDE ON-CALL MEETING FACILITATION

RECOMMENDATION

Adopt Resolution 21-2012.

RESULT OF RECOMMENDED ACTION

Resolution 18-2012 will authorize the City Manager to execute a contract with Pamela Hurt Associates to provide on-call meeting facilitation and consulting services as needed. The maximum compensation will be \$300,000 for the term March 19, 2012 through June 30, 2017.

ADVANCES GOALS: 1, 3, 13.

BACKGROUND

Since 2005 Pamela Hurt Associates has provided leadership development training, retreat coordination, meeting facilitation, and consulting services to the City of Rancho Cordova.

FISCAL IMPACT

Sufficient funds are and will be budgeted to cover the cost of the contract.

ATTACHMENT

Resolution No. 21-2012 including Exhibit A – Contract 19-2012

CITY OF RANCHO CORDOVA

RESOLUTION NO. 21-2012

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSULTING SERVICES
AGREEMENT WITH PAMELA HURT ASSOCIATES**

WHEREAS, Since 2005 the City of Rancho Cordova has used Pamela Hurt Associates for leadership development training, retreat coordination, meeting facilitation, and consulting services; and

WHEREAS, the City would like to continue to use the services of Pamela Hurt Associates; and

WHEREAS, the City wishes to enter into a contract not to exceed \$300,000 and extend the term of services to June 30, 2017; and

WHEREAS, those services will exceed the maximum amount the City Manager has the authorization to approve.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the Council authorizes the City Manager to execute a contract with Pamela Hurt Associates (**Exhibit A**) 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 _____, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND
PAMELA HURT ASSOCIATES**

THIS AGREEMENT for consulting services is made by and between the City of Rancho Cordova ("City") and Pamela Hurt Associates ("Consultant") as of March 19, 2012.

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

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2017, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to 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.
- 1.2 **Standard of Performance.** Consultant 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 Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant 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 Consultant's profession.
- 1.3 **Assignment of Personnel.** Consultant 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, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant 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 Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed \$300,000.00, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant 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.** Consultant 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 Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder, as well as a separate notice when the total number of hours of work by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
 - The Consultant'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 Consultant.
- 2.3 Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.
- 2.4 Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant 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 Consultant 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 Consultant 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 maximum contract amount. 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.** Consultant 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 Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.9 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant 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 Consultant 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 Consultant'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, Consultant, 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 Consultant and its agents, representatives, employees, and subcontractors. Consultant 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. Consultant 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 Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant 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.

- 4.1 Workers' Compensation.** Consultant 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 Consultant. 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, Consultant 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 Consultant, 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. Consultant shall notify City within 14 days of notification from Consultant's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

4.2 Commercial General and Automobile Liability Insurance.

- 4.2.1 General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) 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 coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 8 and 9. 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 Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant. 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 Consultant 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. Consultant shall notify City within 14 days of notification from Consultant's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

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

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

4.3.2 An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, 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 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, Consultant must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant 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, Consultant 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.** Consultant 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 Variation.** The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.
- 4.4.5 Deductibles and Self-Insured Retentions.** Consultant 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, Consultant 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 Consultant 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.

4.4.6 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, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than five days after Consultant is notified of the change in coverage.

4.5 Remedies. In addition to any other remedies City may have if Consultant 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 Consultant'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 Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 General Requirement. Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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, Consultant 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 Consultant or any employee, agent, or subcontractor of Consultant 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, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant 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, Consultant's duties to indemnify, defend and hold harmless the City shall be limited to the extent the services provided pursuant to this Agreement are "design professional services" subject to Section 2782.8 of the California Civil Code. In accordance with Civil Code Section 2782.8, Consultant shall, to the fullest extent allowed by law, with respect to all design professional services performed in connection with this Agreement, defend with counsel acceptable to City, indemnify, and hold City, its officers, employees, agents, and volunteers, harmless from and against any and all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, ("Claims"). Consultant will bear all losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such Claims, whether directly or indirectly ("Liability"). Such obligations to defend, hold harmless and indemnify the City shall not apply to the extent that such Liability is caused by the sole negligence, active negligence, or willful misconduct of the City.

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant'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 Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant 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. Consultant shall not allow any employee to become eligible for a claim for PERS benefits.

- 6.2 Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant 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.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant'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, Consultant 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.** Consultant represents and warrants to City that Consultant 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. Consultant represents and warrants to City that Consultant 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, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

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

Section 8. TERMINATION AND MODIFICATION.

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

Consultant 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, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant 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. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant 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 Consultant for any otherwise reimbursable expenses incurred during the extension period.

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

- 8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant'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 Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

- 8.6 Options upon Breach by Consultant.** If Consultant 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 Consultant pursuant to this Agreement;
- 8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
- 8.6.4 Charge Consultant 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 Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Consultant'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 Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant 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 Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 9.2 **Consultant's Books and Records.** Consultant 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 Consultant to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

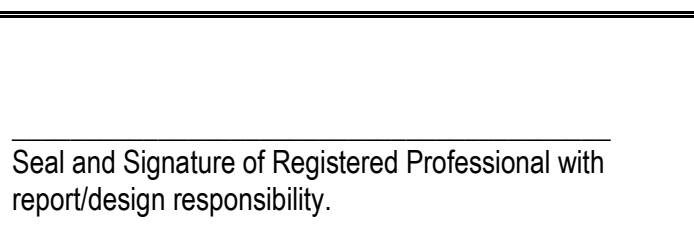
- 10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Sacramento or in the United States District Court for the Eastern District of California.
- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 **Use of Recycled Products.** Consultant 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.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant 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.*

Consultant 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 Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it

may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered by Joe Chinn ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 Notices.** Any written notice to Consultant shall be sent to:
 Pamela Hurt-Hobday
 Pamela Hurt Associates
 14090 Donner Pass Road
 Truckee, CA 96161
- Any written notice to City shall be sent to:
 Joe Chinn, Assistant City Manager
 2729 Prospect Park Drive
 Rancho Cordova, CA 95670
- 10.11 Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



- 10.12 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, and the compensation schedule attached hereto and incorporated herein as Exhibit B, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 10.13 IRS Form W-9.** Consultant 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.

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

CITY OF RANCHO CORDOVA

CONSULTANT

Ted A. Gaebler, City Manager

Pamela Hurt-Hobday, Pamela Hurt Associates

Date: _____

Date: _____

Attest:

Mindy Cuppy, CMC, City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren, City Attorney

Date: _____

EXHIBIT A**SCOPE OF SERVICES**

Scope of possible services includes:

- City Council and Staff Retreat Facilitation
 - Onsite pre-meeting(s) and preparation
 - Telephone/e-mail conversations in preparation
 - Design and coordination of retreat curriculum
 - Facilitation of offsite retreat
 - Post-retreat follow-up
- Management Team Retreat Facilitation
 - Onsite pre-meeting(s) and preparation
 - Telephone/e-mail conversations in preparation
 - Design and coordination of retreat curriculum
 - Facilitation of offsite retreat
 - Post-retreat follow-up
- Leadership Development Training

EXHIBIT B**COMPENSATION SCHEDULE**

- Pre and Post Meetings - \$3,500/day
- Curriculum Design - \$375.00/hour
- Lodging at retreat location
- Mileage at applicable IRS rate

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
OR
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

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

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

Exempt From Backup Withholding

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

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

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

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

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

Other payees that may be exempt from backup withholding include:

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

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

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

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

Privacy Act Notice

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

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

YEAR

Withholding Exemption Certificate

CALIFORNIA FORM

2010

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

590

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

Withholding agent's name _____

Vendor/Payee's name _____

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

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

Apt. no./ Ste. no. _____

City _____

State _____

ZIP Code _____

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

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

☐ **Individuals — Certification of Residency:**

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

☐ **Corporations:**

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

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

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

☐ **Tax-Exempt Entities:**

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

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

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

☐ **California Trusts:**

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

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

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

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

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

CERTIFICATE: Please complete and sign below.

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

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

Vendor/Payee's signature ► _____ Date _____

For Privacy Notice, get form FTB 1131.

7061103

Form 590 c2 2009 (REV 03-10)

Instructions for Form 590

Withholding Exemption Certificate

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

What's New

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

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

General Information

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

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

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

A Purpose

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

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

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

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

B Requirement

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

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

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

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

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

C Who can Execute this Form

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

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

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

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

D Who Is a Resident

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

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

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

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

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

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

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

E Military Spouse Residency Relief Act (MSRRA)

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

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

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

Domicile is defined as the one place:

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

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

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

F What Is a Permanent Place of Business

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

G Withholding Agent

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

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

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

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

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

H Publications, Forms, and Additional Information

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

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

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

Telephone: 888.792.4900

916.845.4900

Fax: 916.845.9512

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

Internet and Telephone Assistance

Website: ftb.ca.gov

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

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

Asistencia Por Internet y Teléfono

Sitio web: ftb.ca.gov

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

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

MEMORANDUM



DATE: March 19, 2012

TO: Honorable Mayor and Council Members

FROM: Donna Silva, Finance Director

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY RANCHO CORDOVA APPROVING ASSOCIATE MEMBERSHIP BY THE CITY OF RANCHO CORDOVA IN THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY AND AUTHORIZING AND DIRECTING THE EXECUTION OF AN ASSOCIATE MEMBERSHIP AGREEMENT**

RECOMMENDATION

Staff recommends adoption of Resolution No. 22-2012, authorizing the City to become an Associate Member in the California Enterprise Development Authority ("CEDA").

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will allow the City to participate in the California Property Assessed Clean Energy ("PACE") Program, a program which provides a financing mechanism for commercial and residential properties (on a limited basis) in Rancho Cordova, at the request of a property owner, to finance the purchase and installation of energy efficient, distributed renewable energy and water conservation improvements on their properties

ADVANCES GOALS: 9, 11

BACKGROUND

In 2008 and 2009, the California Legislature adopted Assembly Bills 811 ("AB 811") and 474 ("AB 474") (codified at Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code) respectively, which authorize a legislative body to designate, in the public interest, the entire jurisdiction or an area within the jurisdiction as an assessment district for the financing of distributed generation renewable energy sources and energy and water efficient projects.

In response, the California Enterprise Development Authority (the "CEDA") has established an Energy and Water Efficiency Program, the California PACE Program (the "Program") under AB 811 and AB 474 which allows all participating CEDA Member Counties and/or Cities to offer the Program to its residential and commercial property owners. In order for the City of Rancho Cordova to participate in the Program, a Resolution joining CEDA needs to be adopted and the Associate Membership

Agreement executed to provide Associate Member status to the City. This would allow the City to participate in the PACE Program, and other bond financings.

There is no cost to become an Associate Member of CEDA or to participate in the PACE Program.

ATTACHMENT

Resolution No. 22-2012 including Exhibit A - Associate Membership Agreement

CITY OF RANCHO CORDOVA

RESOLUTION NO. 22-2012

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING ASSOCIATE MEMBERSHIP BY THE CITY OF RANCHO CORDOVA IN THE
CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY AND AUTHORIZING AND
DIRECTING THE EXECUTION OF AN ASSOCIATE MEMBERSHIP AGREEMENT**

WHEREAS, the City of Rancho Cordova, California (the "City"), is a municipal corporation, duly organized and existing under the Constitution and the laws of the State of California; and

WHEREAS, the City, upon authorization of the City Council, may pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, commencing with Section 6500 (the "JPA Law") enter into a joint exercise of powers agreement with one or more other public agencies pursuant to which such contracting parties may jointly exercise any power common to them; and

WHEREAS, the City and other public agencies wish to jointly participate in economic development financing programs for the benefit of businesses and nonprofit entities within their jurisdictions offered by membership in the California Enterprise Development Authority (the "Authority") pursuant to an associate membership agreement and Joint Exercise of Powers Agreement Relating to the California Enterprise Development Authority (the "Agreement"); and

WHEREAS, under the JPA Law and the Agreement, the Authority is a public entity separate and apart from the parties to the Agreement and the debts, liabilities and obligations of the Authority will not be the debts, liabilities or obligations of the City or the other members of the Authority; and

WHEREAS, the form of Associate Membership Agreement (the "Associate Membership Agreement") between the City and the Authority is attached as **Exhibit A**; and

WHEREAS, there is no cost obligation associated with this Associate Membership; and

WHEREAS, the City is willing to become an Associate Member of the Authority subject to the provisions of the Associate Membership Agreement;

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the Council hereby approves as follows:

Section 1. The City Council hereby specifically finds and declares that the actions authorized hereby constitute public affairs of the City. The City Council further finds that the statements, findings and determinations of the City set forth in the preambles above are true and correct.

Section 2. The Associate Membership Agreement presented to this meeting and on file with the City Clerk is hereby approved. The Mayor of the City, the City Manager, the City Clerk and other officials of the City are each hereby authorized and directed, for and on behalf of the City, to execute and deliver the Associate Membership Agreement in substantially said form, with such changes therein as such officer may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 3. The officers and officials of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate, carry out, give effect to and comply with the terms and intent of this resolution and the Associate Membership Agreement. All such actions heretofore taken by such officers and officials are hereby confirmed, ratified and approved.

Section 4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 19th day of March, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

EXHIBIT A

ASSOCIATE MEMBERSHIP AGREEMENT

by and between the

CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY

and the

CITY OF RANCHO CORDOVA, CALIFORNIA

THIS ASSOCIATE MEMBERSHIP AGREEMENT (this “Associate Membership Agreement”), dated as of March 19th, 2012 by and between CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY (the “Authority”) and the CITY OF RANCHO CORDOVA, CALIFORNIA, a municipal corporation, duly organized and existing under the laws of the State of California (the “City”);

WITNESSETH:

WHEREAS, the Cities of Selma, Lancaster and Eureka (individually, a “Member” and collectively, the “Members”), have entered into a Joint Powers Agreement, dated as of June 1, 2006 (the “Agreement”), establishing the Authority and prescribing its purposes and powers; and

WHEREAS, the Agreement designates the Executive Committee of the Board of Directors and the President of the California Association for Local Economic Development as the initial Board of Directors of the Authority; and

WHEREAS, the Authority has been formed for the purpose, among others, to assist for profit and nonprofit corporations and other entities to obtain financing for projects and purposes serving the public interest; and

WHEREAS, the Agreement permits any other local agency in the State of California to join the Authority as an associate member (an “Associate Member”); and

WHEREAS, the City desires to become an Associate Member of the Authority;

WHEREAS, City Council of the City has adopted a resolution approving the Associate Membership Agreement and the execution and delivery thereof;

WHEREAS, the Board of Directors of the Authority has determined that the City should become an Associate Member of the Authority;

NOW, THEREFORE, in consideration of the above premises and of the mutual promises herein contained, the Authority and the City do hereby agree as follows:

Section 1. Associate Member Status. The City is hereby made an Associate Member of the Authority for all purposes of the Agreement and the Bylaws of the Authority, the provisions of which are hereby incorporated herein by reference. From and after the date of execution and delivery of this Associate Membership Agreement by the City and the Authority, the City shall be and remain an Associate Member of the Authority.

Section 2. Restrictions and Rights of Associate Members. The City shall not have the right, as an Associate Member of the Authority, to vote on any action taken by the Board of Directors or by the Voting Members of the Authority. In addition, no officer, employee or representative of the City shall have any right to become an officer or director of the Authority by virtue of the City being an Associate Member of the Authority.

Section 3. Effect of Prior Authority Actions. The City hereby agrees to be subject to and bound by all actions previously taken by the Members and the Board of Directors of the Authority to the same extent as the Members of the Authority are subject to and bound by such actions.

Section 4. No Obligations of Associate Members. The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of the City.

Section 5. Execution of the Agreement. Execution of this Associate Membership Agreement and the Agreement shall satisfy the requirements of the Agreement and Article XII of the Bylaws of the Authority for participation by the City in all programs and other undertakings of the Authority.

IN WITNESS WHEREOF, the parties hereto have caused this Associate Membership Agreement to be executed and attested by their proper officers thereunto duly authorized, on the day and year first set forth above.

**CALIFORNIA ENTERPRISE
DEVELOPMENT AUTHORITY**

By: _____
Wayne Schell, President and CEO
Board of Directors

Attest:

Gurbax Sahota, Chief Operating Officer

**CITY OF RANCHO CORDOVA,
CALIFORNIA**

By: _____
_____, Mayor
City Council

Attest:

City Clerk

MEMORANDUM



DATE: March 19, 2012

TO: Honorable Mayor and Council Members

FROM: Donna Silva, Finance Director

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL APPROVING THE
ISSUANCE OF TAX-EXEMPT BONDS BY THE CALIFORNIA
MUNICIPAL FINANCE AUTHORITY TO BENEFIT BLOODSOURCE,
INC.**

RECOMMENDATION

- a) Conduct a public hearing under the requirements of Tax and Equity Fiscal Responsibility Act ("TEFRA") and the Internal Revenues Code of 1986, as amended (the "Code"), for the proposed issuance, in one or more series, of revenue bonds by the California Municipal Finance Authority ("CMFA"), a joint exercise of powers authority and public entity of the State of California, in an amount not to exceed \$23,000,000 (the "Bonds"), for the purpose of (i) refinancing an approximately 95,000 square foot headquarters facility and associated land and capital improvements located at 10536 Peter A. McCuen Blvd. in the City (the "Main Facility"), (ii) to finance all or a portion of the cost of expanding, from approximately 30,000 square feet to approximately 45,000 square feet, a laboratory facility for the testing and processing of blood and blood-related products located at 10585 Armstrong Ave. in the City (the "Lab Expansion") and together with the Main Facility (the "Project"), and (iii) to pay for certain costs of issuance of the Bonds
- b) After taking public comment, close the public hearing and adopt Resolution No. 23-2012 approving the issuance of the Bonds for the financing of the Project (as described herein) by the CMFA.

RESULT OF RECOMMENDED ACTION

If Council adopts the resolution, the CMFA, or its designee, may proceed with tax-exempt bond financing of the project. If Council declines to adopt the resolution, the CMFA may need to seek other financing at higher interest rates or not proceed with the project.

ADVANCES GOALS: 1, 13

BACKGROUND

Reasons for the Hearing and the Resolution

In order for all or a portion of the Bonds to qualify as tax-exempt bonds, the City of Rancho Cordova must conduct a public hearing (the “TEFRA Hearing”) providing the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. Prior to such TEFRA Hearing, reasonable notice must be provided to the members of the community. Following the close of the TEFRA Hearing, the governing body must provide its approval of the issuance of the Bonds for the financing of the Project.

The Project

The proceeds of the Bonds will be used as follows, (1) refinancing an approximately 95,000 square foot headquarters facility including the associated land and capital improvements located at 10536 Peter A. McCuen Blvd., (2) to finance all or a portion of the cost of expanding, from approximately 30,000 square feet to approximately 45,000 square feet, a laboratory facility for the testing and processing of blood and blood-related products located at 10585 Armstrong Ave., and (3) to pay certain expenses incurred in connection with the issuance of the Bonds. The project is to be owned and operated by the Borrower.

Since this project is located completely within Rancho Cordova city limits, a single resolution of approval is needed for the project and Bond issuance and all of the Bond proceeds will be used for the benefit of a local business.

The Bonds

The Bonds to be issued by the CMFA for the Project will be the sole responsibility of the Borrower, and the City will have no financial, legal, moral obligation, liability or responsibility for the Project or the repayment of the Bonds for the financing of the Project. All financing documents with respect to the issuance of the Bonds will contain clear disclaimers that the Bonds are not obligations of the City or the State of California, but are to be paid for solely from funds provided by the Borrower.

Outside of holding the public hearing, adopting the required resolution, no other participation or activity of the City or the City Council with respect to the issuance of the Bonds will be required.

California Municipal Finance Authority

The CMFA was created on January 1, 2004 pursuant to a joint exercise of powers agreement to promote economic, cultural and community development, through the financing of economic development and charitable activities throughout California. To date, over 150 municipalities have become members of CMFA, including the City of Rancho Cordova in 2007.

The CMFA was formed to assist local governments, non-profit organizations and businesses with the issuance of taxable and tax-exempt bonds aimed at improving the

standard of living in California. The CMFA's representatives and its Board of Directors have considerable experience in bond financing.

ATTACHMENTS

1. Resolution No. 23-2012
2. Proof of Publication

ATTACHMENT 1**CITY OF RANCHO CORDOVA****RESOLUTION NO. 23-2012**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING THE ISSUANCE OF TAX-EXEMPT BONDS BY THE CALIFORNIA MUNICIPAL
FINANCE AUTHORITY TO BENEFIT BLOODSOURCE, INC.**

WHEREAS, BloodSource, Inc., a California nonprofit corporation (the "Borrower") headquartered in the City of Rancho Cordova (the "City") has requested that the California Municipal Finance Authority (the "Authority") issue bonds in one or more series in an aggregate principal amount not to exceed \$23,000,000 (the "Bonds") and loan the proceeds thereof to the Borrower (i) to refinance an approximately 95,000 square foot headquarters facility and associated land and capital improvements located at 10536 Peter A. McCuen Blvd. in the City (the "Main Facility"), (ii) to finance all or a portion of the cost of expanding, from approximately 30,000 square feet to approximately 45,000 square feet, a laboratory facility for the testing and processing of blood and blood-related products located at 10585 Armstrong Ave. in the City (the "Lab Expansion" and together with the Main Facility, the "Project"), and (iii) to pay certain costs of issuance of the Bonds; and

WHEREAS, the Bonds will not be an obligation of the City, and neither the faith and credit nor the taxing power of the City will be pledged to the payment of the Bonds, nor will the City be obligated in any manner to make any appropriation for such payment, as the Bonds are to be repaid from loan payments made by the Borrower; and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986 (the "Code"), and Section 4 of the Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority dated as of January 1, 2004 (as amended, the "Agreement"), the Project, including the issuance of the Bonds by the Authority must be approved by the City; and

WHEREAS, the Authority has requested that the City Council of the City approve the Project, including the issuance of the Bonds by the Authority to finance and refinance the project, in order to satisfy such legal requirements; and

WHEREAS, pursuant to Section 147(f) of the Code and Section 6586.5 of the Government Code of the State of California, the City has, following notice duly given, held a public hearing regarding the Projects and the issuance of the Bonds, and now desires to approve the Projects and the plan of finance for the issuance of the Bonds by the Authority;

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the Council hereby approves as follows:

Section 1. The Council hereby approves the Project and the issuance of the Bonds by the Authority. It is the purpose and intent of the Council that this Resolution constitute approval of the Project and the issuance of the Bonds solely for the purposes of (a) Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Project is to be located, in accordance with said Section 147(f) and (b) Section 4 of the Agreement. This Resolution shall not constitute approval of the Project for any other purpose.

Section 2. The City finds that the actions authorized hereby regarding the financing of the Projects will result in demonstrable savings in effective interest rate, bond preparation, bond underwriting, or bond issuance costs to produce significant public benefits.

ATTACHMENT 1

Section 3. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this Resolution and the financing transaction approved hereby.

Section 4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of _____, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

California Newspaper Service Bureau®

Public Notice Advertising Since 1934
Tel 1-800-788-7840 • Fax 1-800-540-1089

Local Offices and Representatives in:
Los Angeles, Santa Ana, San Diego, Riverside, San Bernardino, Palmdale, Ventura,
San Francisco, Oakland, San Jose, Santa Rosa, San Rafael, Sacramento
Special Services Available in Phoenix, Las Vegas, Denver and Seattle

DECLARATION

I am a resident of Los Angeles County, over the age of eighteen years and not a party to any or interested in the matter noticed.

The notice, of which the annexed is a printed copy appeared in the:

SACRAMENTO BEE

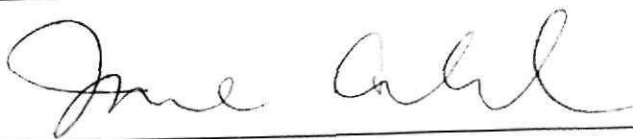
On the following dates:

MARCH 5, 2012

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Los Angeles, California, this

5th day of MARCH 2012



Signature

2272540

"The only Public Notice which is justifiable from the standpoint of true economy and the public interest, is that which reaches those who are affected by it"

Rev. 11/98 Daily Journal Corporation, 915 East First Street, Los Angeles, CA 90012

NO 440 PUBLIC NOTICE

**City of Rancho Cordova City Council
Notice of Public Hearing**

Dated: March 5, 2012

NOTICE is hereby given that on Monday, March 19, 2012, at 5:30 p.m., or as soon thereafter as the matter may be heard, the City Council of the City of Rancho Cordova will hold a Public Hearing at the Rancho Cordova City Hall, located at 2729 Prospect Park Drive, Rancho Cordova, to consider the following:

**ISSUANCE OF REVENUE BONDS
FOR BLOODSOURCE, INC.**

The purpose of this public hearing, as required by Section 147(f) of the Internal Revenue Code of 1986, as amended, is to hear and consider information concerning the proposed issuance by the California Municipal Finance Authority (the "Authority") of revenue bonds, in an amount not to exceed \$23,000,000 (the "Bonds"), for the benefit of BloodSource, Inc. (the "Borrower"), a California nonprofit corporation that provides blood and blood-related products and services for medical purposes. The proceeds of the bonds will be used for the following purposes and facilities (collectively, the "Project"):

- (1) To refinance the Borrower's 95,000 square foot headquarters facility located at 10536 Peter A. McCuen Blvd., Rancho Cordova, California; and
- (2) To pay all or a portion of the cost of expanding the Borrower's laboratory facility for the testing and processing of blood and blood-related products, located at 10585 Armstrong Ave., Rancho Cordova, California, from approximately 30,000 square feet to approximately 45,000 square feet; and
- (3) To pay certain expenses incurred in connection with the issuance of the Bonds.

The Project will be owned and operated by the Borrower or an affiliate thereof. The Bonds will not be an obligation of the City of Rancho Cordova. Neither the faith and credit nor the taxing power of the City of Rancho Cordova will be pledged to the payment of the Bonds, nor will the City of Rancho Cordova be obligated in any manner to make any appropriation for such payment. The Bonds will be repaid solely from payments and collateral provided by the Borrower.

The City of Rancho Cordova encourages interested parties to attend public meetings and comment on the issues being discussed. If you wish to provide testimony and are unable to attend the meeting, written comments that are delivered to the City Clerk's office prior to the time of the hearing will be made a part of the public record. Questions regarding this matter should be directed to the City of Rancho Cordova Finance Department at (916) 851-8730.

**NOTICE REGARDING
CHALLENGES TO DECISIONS**

Pursuant to all applicable laws and regulations, including without limitation, California Government Code Section 65009 and/or California Public Resources Code Section 21177, if you wish to challenge in court any of the above decisions (regarding planning, zoning and/or environmental decisions), you may be limited to raising only those issues you or someone else raised at the public hearing(s) described in this notice/agenda, or in written correspondence delivered to the city at, or prior to, this public hearing.

ADA COMPLIANCE STATEMENT

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Department at (916) 851-8720. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

3/5/12
CNS-2272540#
THE SACRAMENTO BEE



MEMORANDUM



DATE: March 19, 2012

TO: Honorable Mayor and Council Members

FROM: William Campbell, Principal Planner

SUBJECT: PUBLIC HEARING CONTINUATION - MONTELENA GENERAL PLAN AMENDMENT, REZONE, TENTATIVE PARCEL AND SUBDIVISION MAPS, AND A DEVELOPMENT AGREEMENT AMENDMENT

PROPERTY OWNER: Montelena Douglas LLC Mr. Ron Alvarado 5241 Arnold Avenue McClellan, CA 95652	ENGINEER: McKay and Somps 1552 Eureka Road, Suite 100 Roseville, CA 95661
PROJECT: Montelena, revision to Villages 4 and 5 FILE: DD6667 LOCATION: The project is bordered by Douglas Road to the north and Rancho Cordova Parkway to the east. APN: 067-0030-064 and portion of 067-0030-065 PLANNER: William Campbell	

RECOMMENDATION

Staff recommends the City Council not take action of the agenda item and continue the public hearing to April 2, 2012.

RESULT OF RECOMMENDED ACTION

The public hearing for the Montelena project must be continued to the April 2nd meeting in order to prefect the legal notice requirement. The public hearing notice was published in the local paper, however the required 500 feet radius mailing to property owners was not prepared according to Government Code Section 65090. The continuation will allow for the mailing to occur and remedy the omission.

RECOMMENDED MOTION

Move the City Council continue the public hearing to April 2, 2012.

MEMORANDUM



DATE: March 19, 2012

TO: Honorable Mayor and Council Members

FROM: Donna Silva, Finance Director

SUBJECT: A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY OF RANCHO CORDOVA TO JOIN THE CALIFORNIA PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM; AUTHORIZING THE CALIFORNIA ENTERPRIZE DEVELOPMENT AUTHORITY (CEDA) TO CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE CITY BOUNDARIES; AND AUTHORIZING RELATED ACTIONS

RECOMMENDATION

Staff recommends adoption of Resolution No. 24-2012 authorizing the City to join the California Property Assessed Clean Energy ("California PACE") program of the California Enterprise Development Authority ("CEDA")

RESULT OF RECOMMENDED ACTION

The California PACE program will provide a financing mechanism for commercial and residential (on a limited basis) properties in Rancho Cordova, at the request of a property owner, to finance the purchase and installation of energy efficient, distributed renewable energy and water conservation improvements on their properties with no up-front cost. Under the California PACE program, a property owner may voluntarily commit to the recording of an assessment lien on his/her property which shall be repaid over time on the annual County property tax bill as an assessment line item.

ADVANCES GOALS: 9, 11

BACKGROUND

On July 21, 2008, the Governor signed into law AB 811, which became effective immediately as an emergency measure. The bill authorizes local governments to establish a program to enter into contractual assessment agreements with property owners to finance the installation of distributed generation renewable energy sources or energy efficiency improvements that are permanently fixed to real property. Specifically, an AB 811 program allows a local government to make assessment financing available to property owners for the purchase and installation of such improvements. Property owners repay the financing through a contractual assessment on their property. The contractual assessments, which are recorded as a lien against the subject property, are

entered in the County tax roll on an annual basis and are collected on the property owner's tax bills at the same time and in the same manner as property taxes.

California PACE Program:

California Enterprise Development Authority (CEDA), a joint powers authority established by California Association for Local Economic Development (CALED), has created the California PACE program, an innovative and cost effective program that enables local governments to finance renewable energy and energy/water efficiency projects on privately owned commercial and residential properties within their boundaries. As members of both CALED and CEDA, the City of Rancho Cordova has the opportunity to participate in the California PACE program.

Highlights of this program include:

- Property owners get access to financing options for energy efficiency, water efficiency and renewable energy improvements through CEDA, thereby helping City meet its local environmental economic development goals without committing staff time to design, implement and administer the program.
- Greenhouse gas reductions/energy independence. Assist in meeting State mandated green house gas emission reduction (AB 32) requirements.
- Immediate job creation.
- No credit or general obligation risk to the City.

The California PACE program team is being led by Figtree Energy Resource Company (Figtree) and includes the services of Willdan Financial and Lewis Brisbois, Bisgaard & Smith, who collectively have been offering local governments the benefit of years of experience in creating the financial solutions and strategies that have yielded measureable benefits to hundreds of local governments.

The California PACE program does not impose any substantial financial or administrative burdens to the City. There is no cost to the City to participate in the California PACE program since all administrative cost are covered by a cost recovery component on the annual tax assessment for participating properties. The indebtedness will be issued by CEDA and secured solely by the assessment revenues from the property liens so the City's revenues and funds will not be pledged to the repayment of the bonds. All ongoing administration and coordination will be managed by CEDA. The California PACE program is not an exclusive obligation so the City retains the ability to participate in any future PACE programs that are developed.

City staff has determined that participation in the California PACE program is a cost effective means of offering Rancho Cordova's commercial property owners and certain residential property owners, not subject to FHFA guidelines, the opportunity to make energy and water efficiency retrofits to their property. Examples of energy and water saving property improvements include high efficiency air conditioners, dual-pane windows, renewable energy – such as solar photovoltaic panel systems, insulation, cool roofs, and other such permanently installed energy efficient improvements. Participation in the program is completely voluntary to property owners and in many cases the savings realized far exceed payment obligations required for the financing.

California Statewide Communities Development Authority (CSCDA) developed a similar program, the CaliforniaFIRST program, which the city joined December 2009. This program was geared more towards residential properties and has been stalled since July 2010 due to FHFA concerns regarding lien priority on participating properties. Because of these FHFA concerns, the CaliforniaFIRST program has not been able to finance any energy retrofit projects.

CEDA has taken a different approach in the development of the California PACE program by focusing its attention on the commercial property owners that can realize a huge benefit from this type of financing mechanism. Lender consent is received for any commercial property with a mortgage in advance to ensure no issues arise regarding lien priority. This process is handled by the program administrator, on behalf of the applicant, directly with the mortgage lender, and has been successful with both large and small financial institutions. While there is a residential component to the California PACE program, only limited properties will qualify since residential properties with either a jumbo loan or no mortgage lien can apply for the California PACE program.

The California PACE program is the first PACE program to have actually financed energy retrofit projects across multiple cities and counties in California through the sale of municipal bonds. The California PACE program sold assessment bonds in December 2011, and financed a variety of energy efficiency and renewable energy projects in 4 different jurisdictions: The Cities of Fresno, Palm Springs, Clovis and Exeter.

Assessment and Property Lien:

CEDA is expected to issue limited obligation bonds, notes or other forms of indebtedness to fund approved projects. Property owners will repay the financing as a line item charge on their property tax bill over a period of years.

Under the California PACE program, a contractual assessment lien is placed on each participating property equal to the amount necessary to finance purchase and installation of energy efficient, distributed renewable energy and water conservation improvements over a period of time, and to cover the annual costs of administering the California PACE program. The contractual assessment proceedings will be administered by CEDA in accordance with Chapter 29 of Division 7 of the Streets & Highways Code. Pursuant to Chapter 29, these assessments may be levied only with the free and willing consent of the owner of each lot or parcel on which an assessment is levied at the time the assessment is levied.

The contractual assessments are paid on the County property tax bill. If the owner sells the property, the repayment obligation remains an obligation of the property. Program participation is voluntary. The property taxes for properties in the City that do not choose to participate are unaffected by the program.

The benefits to the property owner include:

- Only property owners who choose to participate in the program will have assessments imposed on their property.

- In today's economic environment, there may not be attractive private enterprise alternatives for property owners to finance renewable energy/energy efficiency/water efficiency improvements.
- Even if there were private enterprise alternatives, most private loans are due on sale of the benefited property, which makes it difficult for property owners to match the life of the repayment obligation with the useful life of the financed improvements. Under the California PACE Program, the assessment obligation will transfer with the property upon sale.
- The property owner can choose to pay off the assessments at any time, subject to any applicable prepayment penalties.
- By virtue of regional aggregation provided by the California PACE Program, small projects, both commercial and residential, can have access to the municipal bond market, which may produce a lower borrowing cost.

The benefits to the City include:

- As in conventional assessment financing, the City is not obligated to repay the bonds issued by CEDA or to pay the assessments levied on the participating properties.
- CEDA handles all assessment administration, bond issuance and bond administration functions. A participating city can provide financing of renewable energy, energy efficiency and water efficiency improvements to property owners through the California PACE Program – thereby meeting its political and environmental goals – while committing virtually no staff time to administer the program.
- The City will receive a 2% Administrative revenue in any year a Rancho Cordova project is assessed for debt repayment.

The proposed resolution authorizes CEDA to accept applications from owners of property within our jurisdiction for municipal financing of the purchase and installation of energy efficient, distributed renewable energy and water conservation improvements through the California PACE program. It also authorizes CEDA to conduct assessment proceedings and levy assessments against the property of participating owners within our boundaries. It also authorizes miscellaneous related actions and makes certain findings and determinations required by law.

ATTACHMENTS

Resolution No. 24-2012 including:

- Exhibit A - Form of Resolution of Intention (ROI) to be adopted by CEDA
- Exhibit B - AB811 Services Agreement

CITY OF RANCHO CORDOVA

RESOLUTION NO. 24-2012

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY TO JOIN THE CALIFORNIA PACE PROGRAM; AUTHORIZING
THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY TO CONDUCT
CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL
ASSESSMENTS WITHIN THE TERRITORY OF THE CITY OF RANCHO CORDOVA; AND
AUTHORIZING RELATED ACTIONS**

WHEREAS, the California Enterprise Development Authority ("CEDA") is a joint exercise of powers authority the members of which include numerous cities and counties in the State of California, including the City of Rancho Cordova (the "City"); and

WHEREAS, CEDA has established the California PACE program ("California PACE") to allow the financing of certain renewable energy, energy efficiency and water efficiency improvements (the "Improvements") through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code ("Chapter 29") and the issuance of improvement bonds (the "Bonds") under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 et seq.) (the "1915 Act") upon the security of the unpaid contractual assessments; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

WHEREAS, the City desires to allow the owners of property within its jurisdiction ("Participating Property Owners") to participate in California PACE and to allow CEDA to conduct assessment proceedings under Chapter 29 and to issue Bonds under the 1915 Act to finance the Improvements; and

WHEREAS, CEDA will conduct assessment proceedings under Chapter 29 and issue Bonds under the 1915 Act to finance Improvements; and

WHEREAS, there has been presented to this meeting a proposed form of Resolution of Intention to be adopted by CEDA in connection with such assessment proceedings (the "ROI"), a copy of which is attached hereto as **(Exhibit A)**, and the territory within which assessments may be levied for California PACE shall be coterminous with the City's official boundaries of record at the time of adoption of the ROI (the "Proposed Boundaries"); and

WHEREAS, pursuant to Chapter 29, the City authorizes CEDA to conduct assessment proceedings, levy assessments, pursue remedies in the event of delinquencies, and issue bonds or other forms of indebtedness to finance the Improvements in connection with California PACE, and thus the City will not be responsible for the conduct of any assessment proceedings, the levy of assessments or any required remedial action in the case of delinquencies, the issuance, sale or administration of the bonds or other indebtedness issued in connection with California PACE;

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the Council hereby approves as follows:

Section 1. On the date hereof, the City Council hereby finds and determines that the issuance of bonds by CEDA in connection with California PACE will provide significant public benefits, including without limitation, savings in effective interest rate, bond preparation, bond underwriting and bond issuance costs and reductions in effective user charges levied by water and electricity providers within the boundaries of the City.

Section 2. In connection with California PACE, the City hereby consents to the special assessment proceedings by CEDA pursuant to Chapter 29 on any property within the Proposed Boundaries and the issuance of Bonds under the 1915 Act; provided that.

- (1) Such proceedings are conducted pursuant to one or more Resolutions of Intention in substantially the form of the ROI;
- (2) The Participating Property Owners, who shall be the legal owners of such property, voluntarily execute a contract pursuant to Chapter 29 and comply with other applicable provisions of California law in order to accomplish the valid levy of assessments; and
- (3) The City will not be responsible for the conduct of any assessment proceedings; the levy of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of the Bonds or any other bonds issued in connection with California PACE.

Section 3. Pursuant to the requirements of Chapter 29, CEDA has prepared and will update from time to time the "Program Report" for California PACE (the "Program Report"), and CEDA will undertake assessment proceedings and the financing of Improvements as set forth in the Program Report.

Section 4. The appropriate officials and staff of the City are hereby authorized and directed to make applications for California PACE available to all property owners who wish to finance Improvements. The following staff persons, together with any other staff designated by the City Manager from time to time, are hereby designated as the contact persons for CEDA in connection with California PACE: Michelle Mingay, Sr. Finance Analyst.

Section 5. The appropriate officials and staff of the City are hereby authorized and directed to execute and deliver such closing certificates, requisitions, agreements and related documents as are reasonably required by CEDA in accordance with the Program Report to implement California PACE for Participating Property Owners.

Section 6. The City Council hereby finds that adoption of this Resolution is not a "project" under the California Environmental Quality Act ("CEQA"), because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4)).

Section 7. This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of CEDA.

Section 8. Services related to the formation and administration of the assessment district will be provided by CEDA at no cost to the City per the AB811 Services Agreement attached hereto as **(Exhibit B)**.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of _____, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

EXHIBIT A

**FORM OF RESOLUTION DECLARING INTENTION TO FINANCE
INSTALLATION OF DISTRIBUTED GENERATION RENEWABLE
ENERGY SOURCES, ENERGY EFFICIENCY AND WATER
EFFICIENCY IMPROVEMENTS**

CITY OF RANCHO CORDOVA

WHEREAS, the California Enterprise Development Authority ("CEDA") is authorized under the authority granted CEDA pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California in accordance with Chapter 29 of Part 3 of Division 7 of the Streets & Highways Code of the State of California ("Chapter 29") to authorize assessments to finance the installation of distributed generation renewable energy sources, energy efficiency and water efficiency improvements that are permanently fixed to real property ("Authorized Improvements"); and

WHEREAS, Chapter 29 authorizes CEDA to enter into contractual assessments to finance the installation of Authorized Improvements in the City of Rancho Cordova (the "City"); and

WHEREAS, CEDA wishes to declare its intention to establish a California PACE program ("California PACE") in the City, pursuant to which CEDA, subject to certain conditions set forth below, would enter into contractual assessments to finance the installation of Authorized Improvements in the City.

NOW, THEREFORE, BE IT RESOLVED by the California Enterprise Development Authority, as follows:

Section 1. Findings. CEDA hereby finds and declares the following:

- (a) The above recitals are true and correct.
- (b) Energy conservation efforts, including the promotion of energy-related Authorized Improvements to residential, commercial, industrial, or other real property, are necessary to address the issue of global climate change and the reduction of greenhouse gas emissions in the City.
- (c) Water conservation efforts, including the promotion of water-related Authorized Improvements to residential, commercial, industrial, or other real property, are necessary to address the issue of chronic water shortages in California.
- (d) The upfront cost of making residential, commercial, industrial, or other real property more energy and water efficient, along with the fact that most commercial loans for that purpose are due on the sale of the property, prevents many property owners from installing Authorized Improvements.
- (e) A public purpose will be served by establishing a contractual assessment program, to be known as California PACE, pursuant to which CEDA will finance the installation of

EXHIBIT A

Authorized Improvements to residential, commercial, industrial, or other real property in the City.

Section 2. Determination of Public Interest. CEDA hereby determines that (a) it would be convenient, advantageous, and in the public interest to designate an area, which shall encompass the entire geographic territory within the boundaries of the City, within which CEDA and property owners within the City may enter into contractual assessments to finance the installation of Authorized Improvements pursuant to Chapter 29 and (b) it is in the public interest for CEDA to finance the installation of Authorized Improvements in the City pursuant to Chapter 29.

Section 3. Identification of Authorized Improvements. CEDA hereby declares that it proposes to make contractual assessment financing available to property owners to finance installation of Authorized Improvements, including but not limited to those improvements detailed in the Report described in Section 8 below, as that Report may be amended from time to time.

Section 4. Identification of Boundaries. Contractual assessments may be entered into by property owners located within the entire geographic territory of the City; provided, however, that CEDA shall not enter into contractual assessments to finance the installation of Authorized Improvements with the owner of any property in the City unless requested to do so first by the City.

Section 5. Proposed Financing Arrangements. Under Chapter 29, CEDA may issue bonds, notes or other forms of indebtedness pursuant to Chapter 29 that are payable by contractual assessments. Division 10 (commencing with Section 8500) of the Streets & Highways Code of the State (the "Improvement Bond Act of 1915") shall apply to any indebtedness issued pursuant to Chapter 29, insofar as the Improvement Bond Act of 1915 is not in conflict with Chapter 29. The creditworthiness of a property owner to participate in the financing of Authorized Improvements will be based on the criteria developed by the Program Administrator in consultation with the California PACE financing team as on file with the Clerk. In connection with indebtedness issued under the Improvement Bond Act of 1915 that are payable from contractual assessments, serial and/or term improvement bonds or other indebtedness shall be issued in such series and shall mature in such principal amounts and at such times (not to exceed 20 years from the second day of September next following their date) and at such rate or rates of interest (not to exceed the maximum rate permitted by applicable law) as shall be determined by CEDA at the time of the issuance and sale of the indebtedness. The provisions of Part 11.1 of the Improvement Bond Act of 1915 shall apply to the calling of the bonds. It is the intention of CEDA to create a special reserve fund for the bonds under Part 16 of the Improvement Bond Act of 1915. CEDA will not advance available surplus funds from its treasury to cure any deficiency in the redemption fund to be created with respect to the indebtedness; provided, however, that this determination shall not prevent CEDA from, in its sole discretion, so advancing funds. The bonds may be refunded under Division 11.5 of the California Streets and Highways Code or other applicable laws permitting refunding, upon the conditions specified by and at the determination of CEDA.

CEDA hereby authorizes the Program Administrator, after consultation with bond counsel and the California PACE underwriter, to provide for the issuance of bonds, notes or other forms of indebtedness permitted by Chapter 29 payable from contractual assessments.

In connection with the issuance of bonds payable from contractual assessments, CEDA expects to obligate itself, through a covenant with the owners of the bonds, to exercise its foreclosure

EXHIBIT A

rights with respect to delinquent contractual assessment installments under specified circumstances.

Section 6. Public Hearing. Pursuant to the Act, CEDA hereby orders that a public hearing be held before this Board, at [REDACTED], on [REDACTED], 20[REDACTED] at [REDACTED], for the purposes of allowing interested persons to object to or inquire about the proposed program or any of its particulars. The public hearing may be continued from time to time as determined by the Board for a time not exceeding a total of 180 days.

At the time of the hearing, the Report described in Section 8 below shall be summarized and the Commission shall afford all persons who are present an opportunity to comment upon, object to, or present evidence with regard to the proposed contractual assessment program, the extent of the area proposed to be included within the program, the terms and conditions of the draft Contract described in Section 8 below, or the proposed financing provisions. Following the public hearing, CEDA may adopt a resolution confirming the Report (the "Resolution Confirming Report") or may direct the Report's modification in any respect, or may abandon the proceedings.

The Board hereby orders the Clerk to publish a notice of public hearing once a week for two successive weeks. Two publications in a newspaper published once a week or more often, with at least five days intervening between the respective publication dates not counting such publication dates, are sufficient. The period of notice will commence upon the first day of publication and terminate at the end of the fourteenth day. The first publication shall occur not later than 20 days before the date of the public hearing.

Section 7. Notice to Water and Electric Providers. Pursuant to Section 5898.24 of the Streets & Highways Code, written notice of the proposed contractual assessment program within the City to all water and electric providers within the boundaries of the City has been provided.

Section 8. Report. The Commission hereby directs the Program Administrator for California PACE to prepare and file with the Commission a report (the "Report") at or before the time of the public hearing described in Section 6 above containing all of the following:

- a) A map showing the boundaries of the territory within which contractual assessments are proposed to be offered, as set forth in Section 4 above.
- b) A draft contract (the "Contract") specifying the terms and conditions of the agreement between CEDA and a property owner within the City.
- c) A statement of CEDA's policies concerning contractual assessments including all of the following:
 - (1) Identification of types of Authorized Improvements that may be financed through the use of contractual assessments.
 - (2) Identification of CEDA official authorized to enter into contractual assessments on behalf of CEDA.
 - (3) A maximum aggregate dollar amount of contractual assessments in the City.
 - (4) A method for setting requests from property owners for financing through contractual assessments in priority order in the event that requests appear likely to exceed the authorization amount.

EXHIBIT A

- d) A plan for raising a capital amount required to pay for work performed in connection with contractual assessments. The plan may include the sale of a bond or bonds or other financing relationship pursuant to Section 5898.28 of Chapter 29. The plan (i) shall include a statement of, or method for determining, the interest rate and time period during which contracting property owners would pay any assessment(ii) shall provide for any reserve fund or funds and (iii) shall provide for the apportionment of all or any portion of the costs incidental to financing, administration, and collection of the contractual assessment program among the consenting property owners and CEDA.
- e) A report on the results of the consultations with the County Auditor-Controller described in Section 10 below concerning the additional fees, if any, that will be charged to CEDA for incorporating the proposed contractual assessments into the assessments of the general taxes of the County on real property, and a plan for financing the payment of those fees.

Section 9. Nature of Assessments. Assessments levied pursuant to Chapter 29, and the interest and any penalties thereon, will constitute a lien against the lots and parcels of land on which they are made, until they are paid. Unless otherwise directed by CEDA, the assessments shall be collected in the same manner and at the same time as the general taxes of the County on real property are payable, and subject to the same penalties and remedies and lien priorities in the event of delinquency and default.

Section 10. Consultations with County Auditor-Controller. CEDA hereby directs the Program Administrator to enter into consultations with the County Auditor-Controller in order to reach agreement on what additional fees, if any, will be charged to CEDA for incorporating the proposed contractual assessments into the assessments of the general taxes of the County on real property.

Section 11. Preparation of Current Roll of Assessment. Pursuant to Section 5898.24(c), CEDA hereby designates the Program Administrator (or his/her designee) as the responsible party for annually preparing the current roll of assessment obligations by assessor's parcel number on property subject to a voluntary contractual assessment.

Section 12. Procedures for Responding to Inquiries. The Program Administrator shall establish procedures to promptly respond to inquiries concerning current and future estimated liability for a voluntary contractual assessment.

Section 13. Professionals Appointed. CEDA hereby appoints [REDACTED], A Professional Law Corporation, [REDACTED], [REDACTED], as bond counsel and disclosure counsel to CEDA in connection with California PACE. The Commission hereby authorizes and directs an Authorized Signatory of CEDA (as determined from time to time by the Commission by separate resolution) to enter into appropriate agreements with such firm for its services to CEDA in connection with the matters addressed in this Resolution.

Section 14. Effective Date. This resolution shall take effect immediately upon its adoption.

EXHIBIT A

PASSED AND ADOPTED by the California Enterprise Development Authority this
_____, 20____.

I, the undersigned, the duly appointed, and qualified member of the Commission of the California Enterprise Development Authority, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of said Authority at a duly called meeting of the Commission of said Authority held in accordance with law on _____, 20____.

By: _____
Member



AB 811 SERVICES AGREEMENT

The California Enterprise Development Authority (CEDA) has contracted with the firm of FIGtree Energy Resource Company (**FIGtree**) to provide AB 811 formation and administration services to participating member agencies.

SCOPE OF SERVICES (No Cost Services)

California Property Assessed Clean Energy (California PACE) Program

FIGtree will provide CEDA and the City of Rancho Cordova (the “City”) formation and administration services in connection with the California PACE program. These services will be provided at no cost to the City. These services include, but are not limited to the following:

EXPERT RESOURCE. First and foremost, **FIGtree** will act as the “expert resource” for the City and is available to answer questions and advise the City on particular issues involving energy districts(s) established per California Streets and Highways Code beginning with Sections 5898.10 (originally approved under Assembly Bill 811 – AB811).

DATA COLLECTION. **FIGtree** will gather and review data pertinent to the formation of the Property Assessed Clean Energy (California PACE) District. **FIGtree** will maintain and periodically update a database of all parcels within the district and relevant parcel information.

ANNUAL ASSESSMENT ROLL. **FIGtree** will calculate the annual assessment for each parcel and submit the amount for each parcel to the County Auditor/Controller in the format and medium required.

FORMATION PACE REPORT. **FIGtree** will prepare the energy district formation Report as required by Section 5898.22 of the California Streets and Highway Code.

RESOLUTIONS. **FIGtree** will prepare the required resolutions to be adopted by the City.

UTILITY NOTICES. **FIGtree** will prepare and send the required notices that must be transmitted to the local utility companies.

ANNUAL REPORT. **FIGtree** will provide a comprehensive Annual Report that will show a detailed listing of the amounts submitted to the assessment roll, details of delinquent assessments, paid off parcels and release of liens.

Additional Services

The team at **FIGtree** is readily available to assist the City in its endeavors to promote PACE financing to its property owners. **FIGtree** can assist from organizing workshops to property owners and contractors to preparing marketing materials.



EXHIBIT B



In the event that City would like to engage **FIGtree** to perform additional services above and beyond the no cost Scope of Services, the additional services authorized by the City will be billed at this rate or the then applicable hourly rate.

Title	Hourly Rate
Executive	\$ 270
Senior Consultant	225
Analyst	125
Clerical/Support	55

ANNUAL ASSESSMENT COST RECOVERY

In order to be able to provide AB811 services to the City at no cost, revenues will be derived under the California PACE program from multiple sources. One such source is the Annual Assessment Cost Recovery (the “Cost Recovery”).

The Cost Recovery is the revenue collected annually on the property tax rolls in the amount of five percent (5%) of the annual assessment amount due by the property owner. The City Agrees to have Cost Recovery collected on an annual basis and apportioned to the following parties as follows:

COST RECOVERY SCHEDULE:

Participating Agency	5% Cost Recovery
CEDA	0.75%
City	2.00%
FIGtree	2.25%

FIGtree Energy Resource Company

City Of Rancho Cordova

Mahesh Shah

CEO []
Title Date

Title []
Date

MEMORANDUM

DATE: March 19, 2012

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director
Mark Thomas, Senior Engineer

SUBJECT: CITYWIDE TRANSIT SERVICES UPDATE/ RANCHO CORDOVAN ROUTING APPROVAL



RECOMMENDATION

Staff will provide an update on Regional Transit's "Transit Renewal" effort for County wide bus services which will be implemented over the next 5 years. Staff is seeking approval to proceed with the implementation of preferred options for CordoVan service to Capital Village, The Villages of Zinfandel and Anatolia. CordoVan routing changes will take effect in the summer of 2012.

RESULT OF RECOMMENDED ACTION

Staff will continue work with Regional Transit on the "Transit Renewal" bus routing plan. And, staff will implement routing and service expansion for the Rancho CordoVan.

ADVANCES GOALS: 2, 4, 6, 8

BACKGROUND

Continuation of CordoVan Service with Regional Transit

The original service contracting process was initiated in 2009. Four bids were received for Rancho CordoVan service and RT came in with the second lowest cost structure of the 4 bids. RT was selected as it was determined that the low bid was not fully responsive.

RT has successfully delivered service at the contracted cost structure and has been able to provide strong ancillary services in the form of bus stop planning and implementation, marketing and outreach, and customer service. Low cost combined with very responsive service has resulted in a strong demonstration of transit service in the Zinfandel corridor. The CordoVan is providing nearly 150 rides per day on average.

Staff is recommending continuation of CordoVan Transit Service through the Sacramento Regional Transit District.

Regional Transit, Transit Renewal, Service Implementation for TransitAction

The Sacramento Regional Transit District (RT) is in the process of developing a comprehensive operational analysis of the entire RT bus and light rail system that will result in recommendations for transit service improvements over the next five years.

In June 2010, RT implemented major service reductions. Transit Renewal will provide recommendations that will determine how to restore, restructure and essentially "renew" transit service between 2012 through 2017 within available funding. A draft plan has been published and the RT Board will be considering a public hearing on March 26, 2012 at their next board meeting. Once the plan is finalized, initial service adjustments will be implemented in September of 2012. Complete service adjustments are anticipated by 2017.

RT currently provides 6 bus routes that are at least partially within City limits, including the Rancho CordoVan. Under plan recommendations two routes will be maintained as is the other 4 routes will have service and routing adjustments and two of the adjusted routes will be converted to Community Bus Service (smaller buses).

Rancho CordoVan Routing

Rancho CordoVan transit service was initiated in June of 2009 through a 3-year Congestion Mitigation Air Quality demonstration grant obtained through the Sacramento Area Council of Governments. The project has demonstrated success by providing close to 150 rides per day on average. The CMAQ demonstration grant funding stream cannot be extended beyond June of 2012.

City staff is recommending that funds collected through the City's Transit Services Related Tax be used to continue this service to the Capital Village and Villages of Zinfandel area, and to expand transit service to the SunRidge development area (Anatolia, etc.).

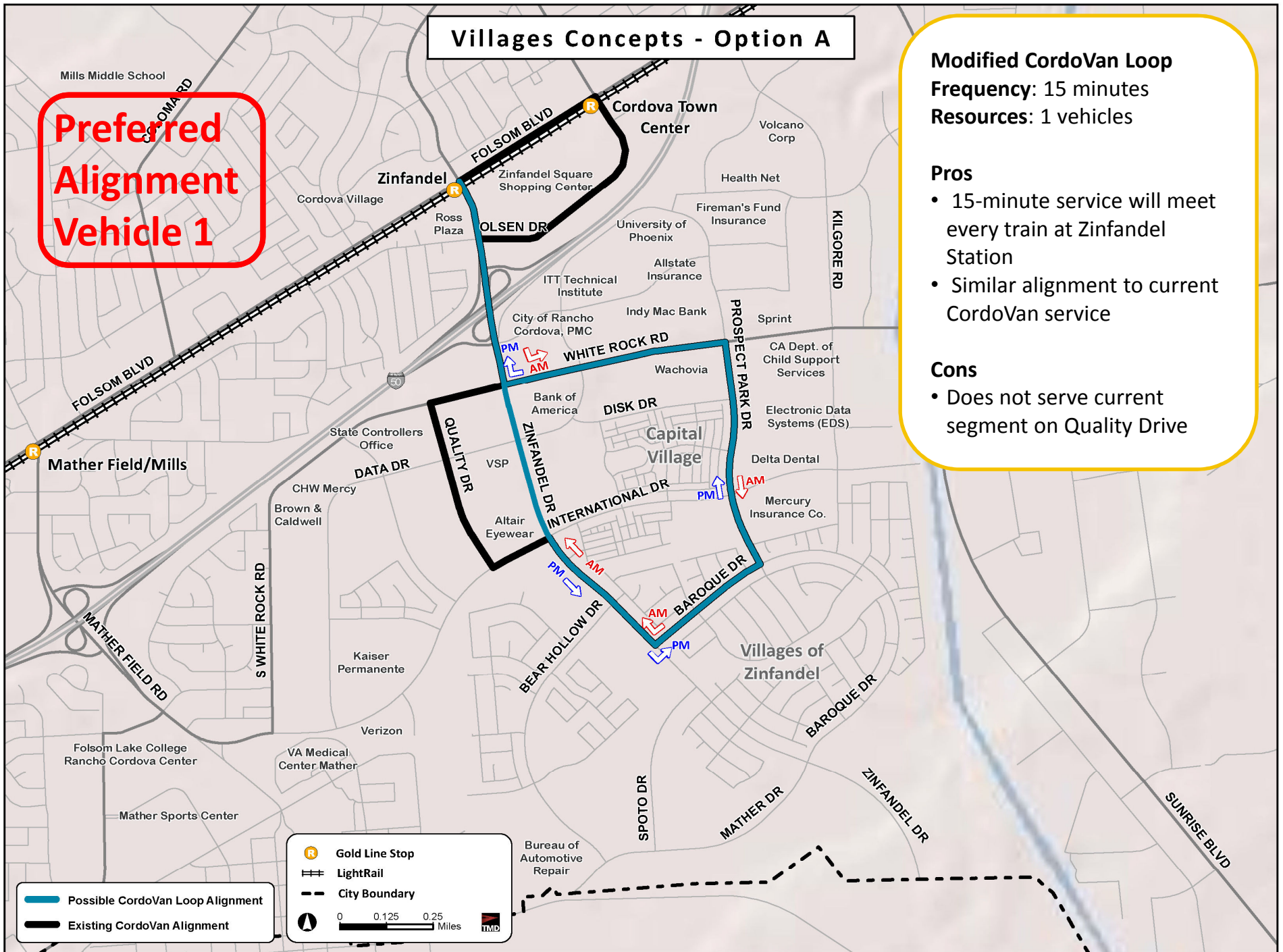
In order to prepare a new plan for service, the City contracted with Transportation Management & Design, Inc. (TMD) to develop a plan for the continuation of Rancho Cordovan Services. TMD is the consultant that was hired by Sacramento Regional Transit for their Transit Renewal project. TMD's support has allowed the City to best plan the CordoVan routing while considering overall transit service in the City.

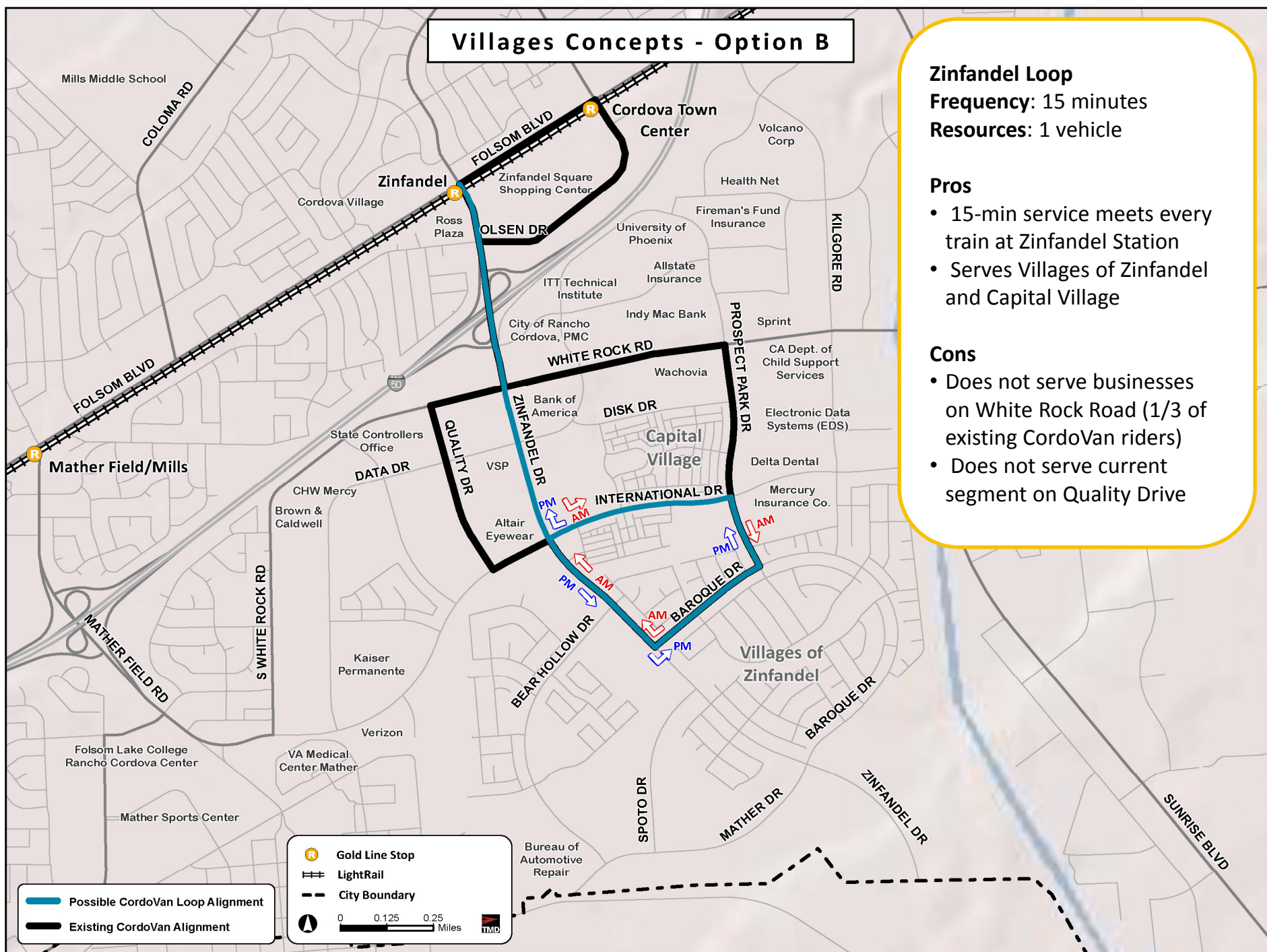
The route planning process is informed through the evaluation of CordoVan performance data, review of market conditions and through focused public outreach. Two public workshops were held on December 7, 2011 that allowed in-person participation by area workers and residents. The workshops were followed up by an on-line survey that attained 97 responses defining resident's and worker's service needs.

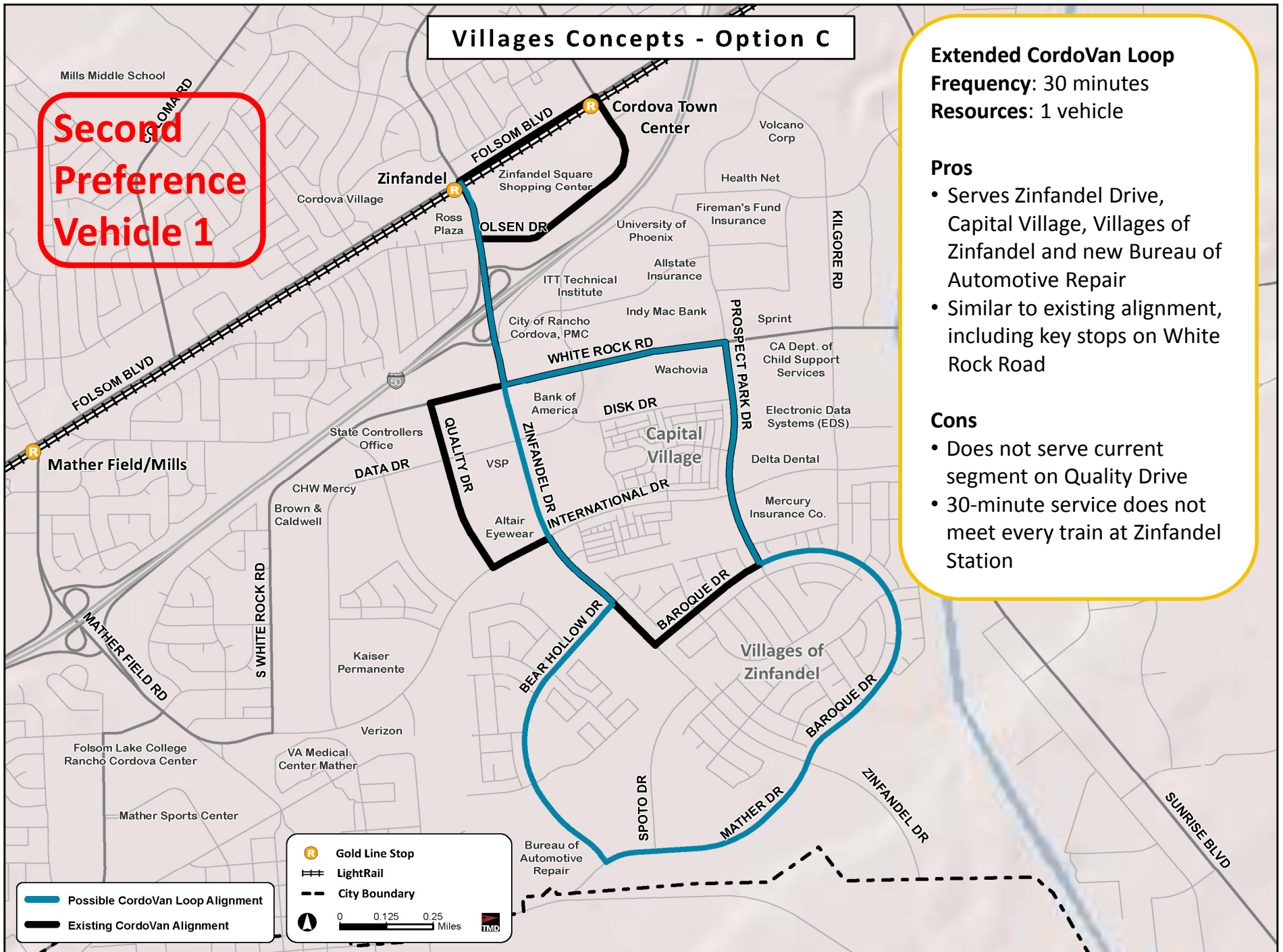
Alternatives were then developed based on input and presented to the public in a pair of meetings on February 28, 2012. The effort was followed by in-field Outreach at the Cordova Town and Sunrise stations where riders were asked to evaluate routing options through a second on-line survey. With about 40 survey responses clear routing priorities were identified.

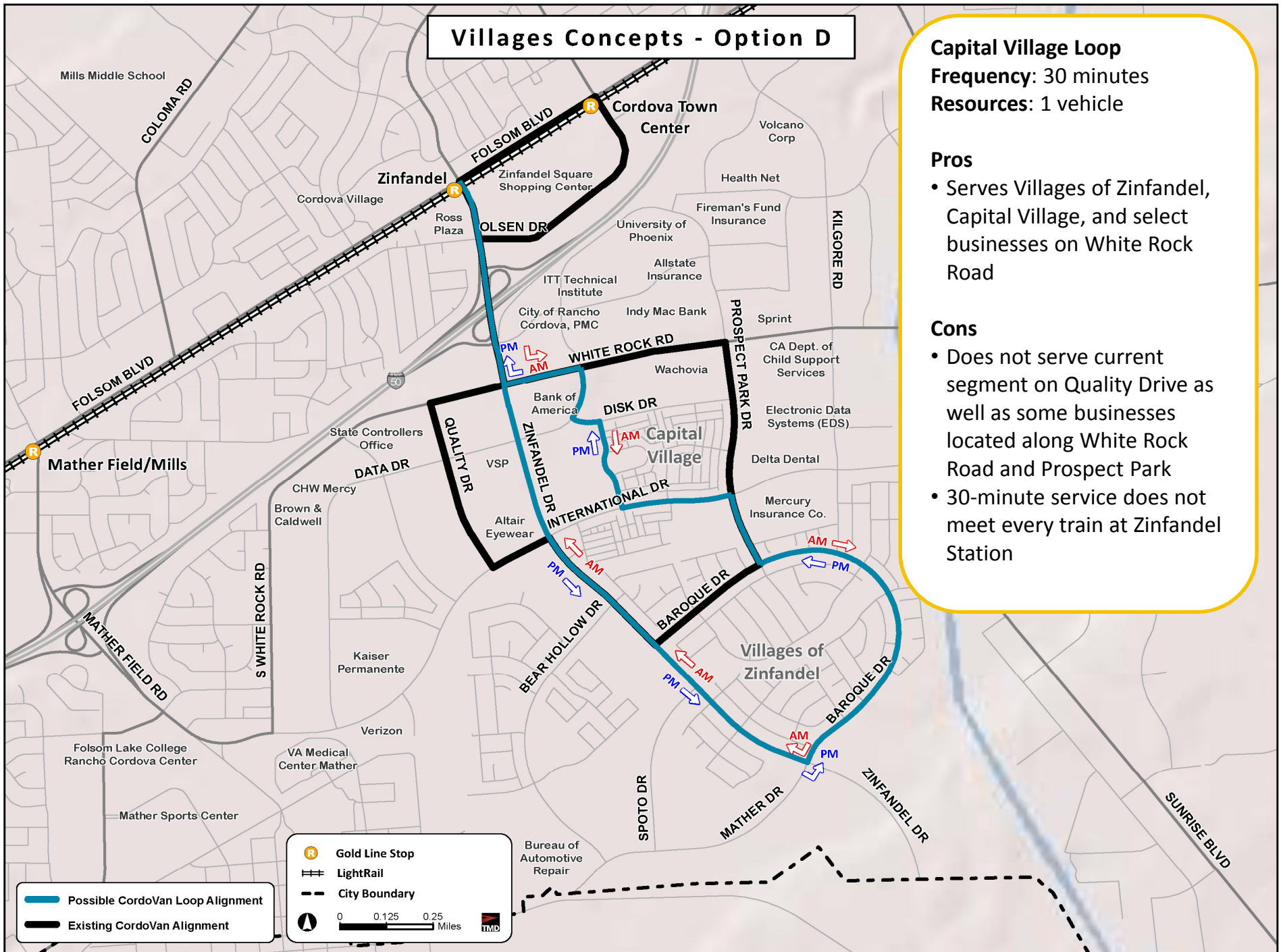
ATTACHMENT

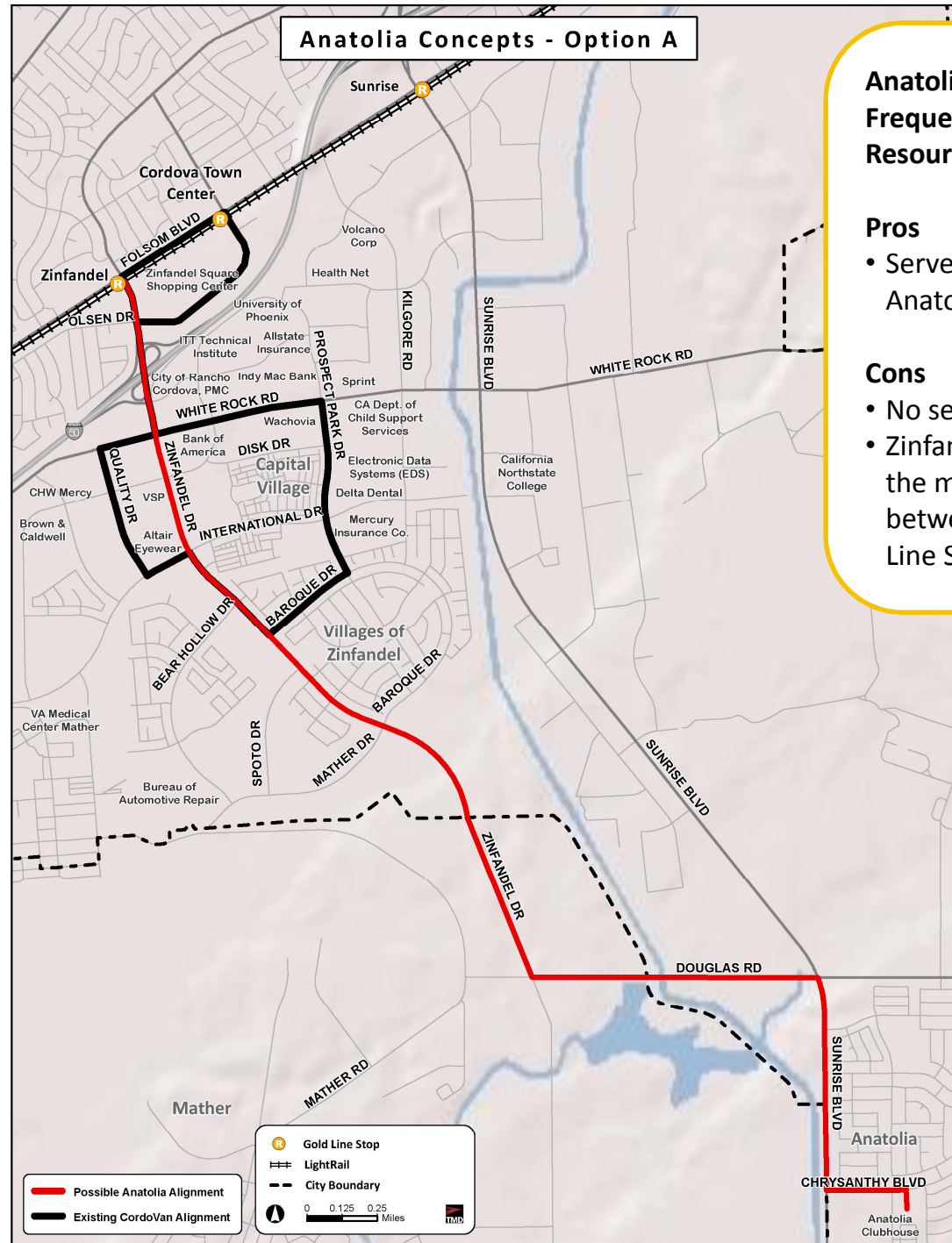
Rancho CordoVan Route Options



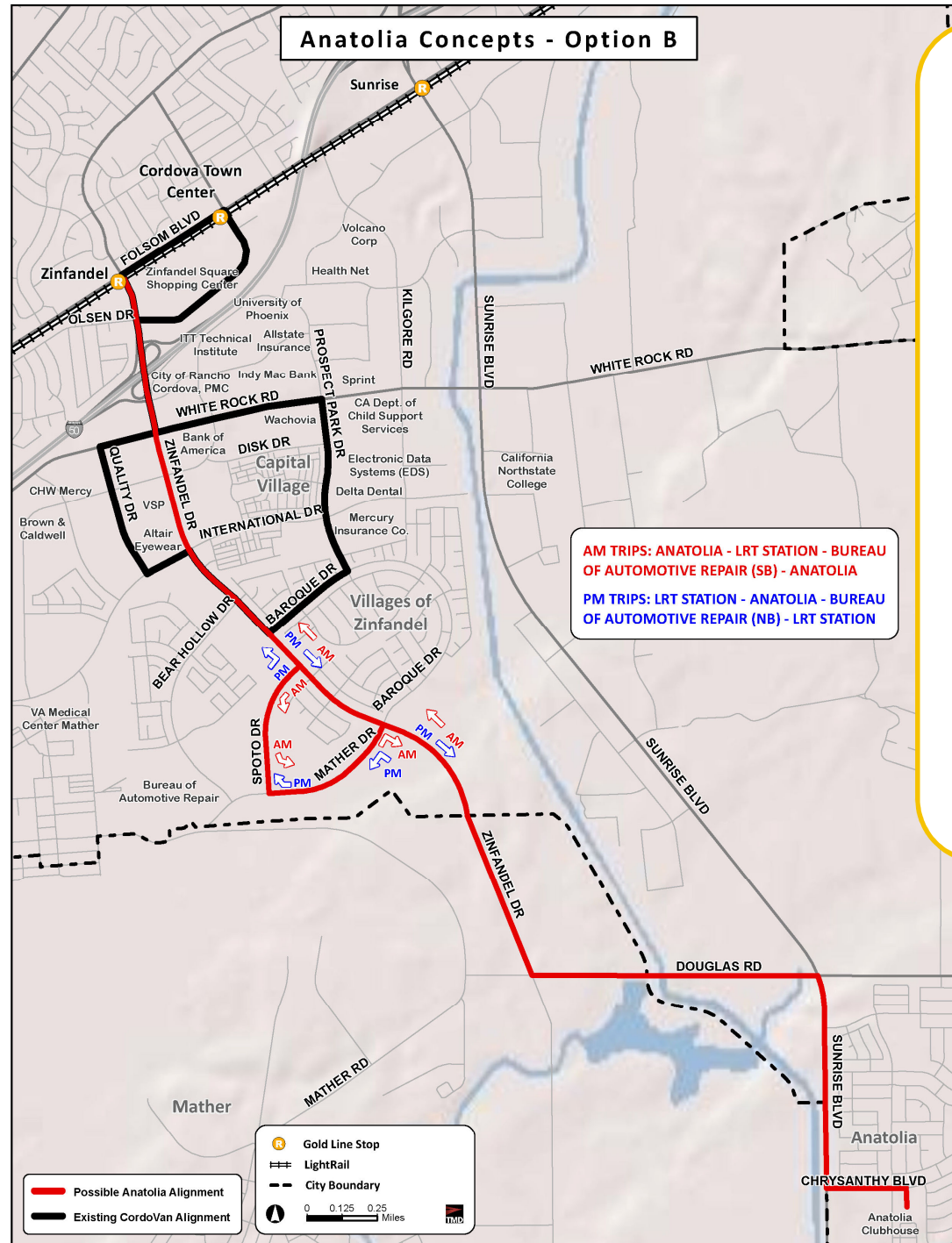








Preferred Alignment Vehicle 2



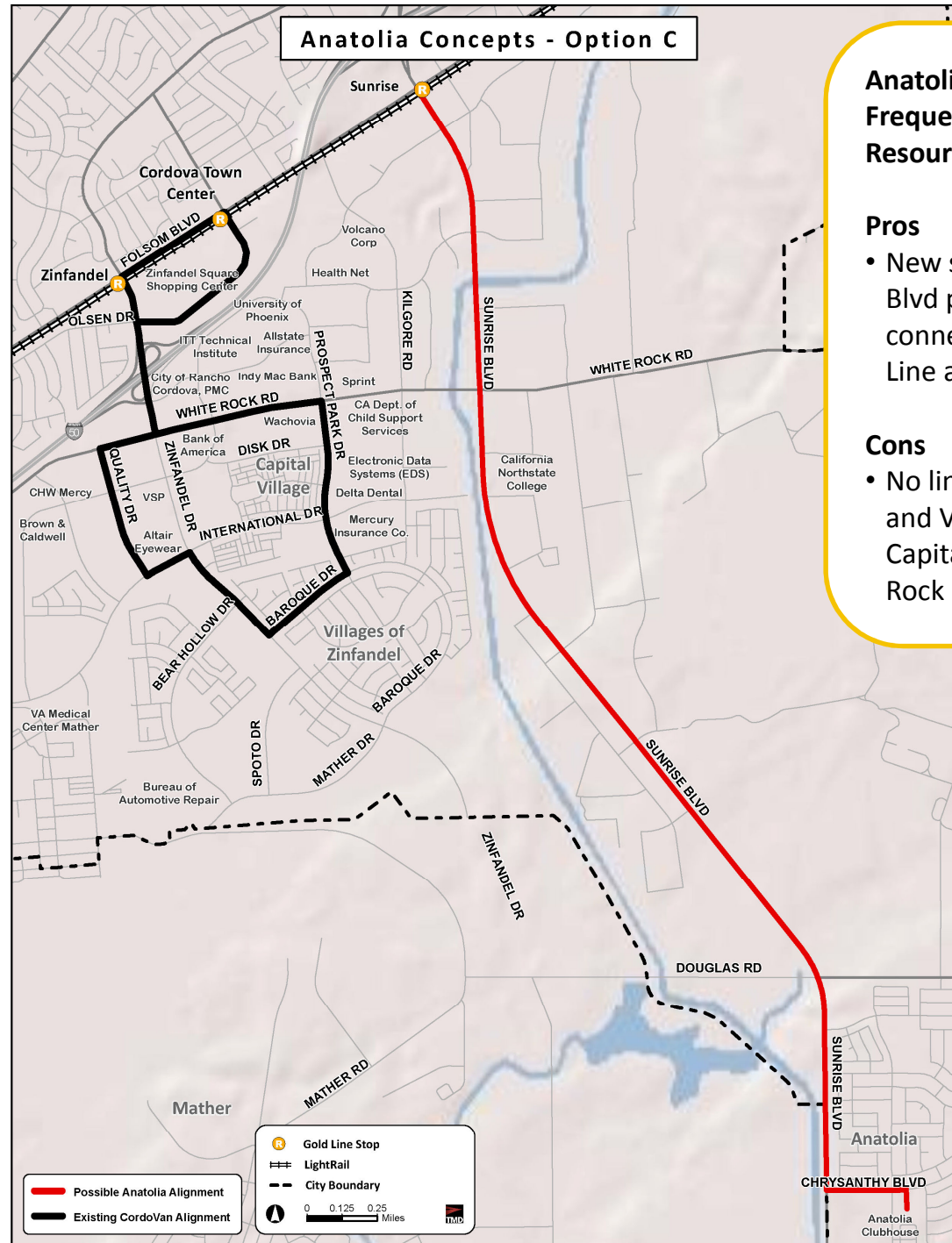
Anatolia Zinfandel
Frequency: 45 minutes
Resources: 1 vehicle

Pros

- Serves Zinfandel Drive, Bureau of Automotive Repair and Anatolia
- Service to Bureau of Automotive Repair SB AM and NB PM

Cons

- No service along Sunrise Blvd
- Zinfandel does not provide the most direct connection between Anatolia and Gold Line Stations



Anatolia Sunrise
Frequency: 45 minutes
Resources: 1 vehicle

Pros

- New service along Sunrise Blvd provides direct connection between Gold Line and Anatolia

Cons

- No link between Anatolia and Villages of Zinfandel, Capital Villages or White Rock Road

MEMORANDUM



DATE: March 19, 2012

TO: Honorable Mayor and Council Members

FROM: Donna Silva, Finance Director

SUBJECT: PLACEMENT OF CARD ROOM TAX MEASURE ON THE NOVEMBER 6, 2012 BALLOT

RECOMMENDATION

Staff recommends adoption of Resolution No. 25-2012 calling for an election on November 6, 2012 on Ordinance No. 6-2012 establishing a Card Room Tax.

RESULT OF RECOMMENDED ACTION

Residents of the City of Rancho Cordova will have the opportunity to vote on the creation of a Card Room Gross Receipts Tax, in the November 6, 2012 General Election, the proceeds of which may be used for general revenue purposes.

BACKGROUND

In 2009 and 2010, the City negotiated revenue sharing agreements with the owners of the two card rooms in the City, in which the owners each agreed to pay the City three thousand dollars (\$3,000) for each card table that they were authorized to operate, and to pay the City a certain percentage of the card room's respective gross gaming revenues.

The City believes that the revenue sharing agreements created a level playing field, with similar obligations to the City for the two card rooms. One of the card rooms has informed the City that they will not honor the revenue sharing agreement with the City. It is the City's intent to be fair to all card rooms in the City. Therefore, we are requesting Council to approve a ballot measure which, if approved by the voters would impose an identical tax on all card rooms in the City.

State law currently limits the number of card rooms in the City to two. Therefore this ordinance would apply the tax structure to both card rooms in the City.

The proposed ordinance requires the payment of an annual "per table" tax of \$3,000 as well as 5% of the card room's annual gross gaming revenues in excess of \$500,000.

ATTACHMENT

Resolution No. 25-2012 pertaining to Card Room Tax including **(Exhibit A)** Ordinance No. 6-2012 pertaining to Card Room Tax.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 25-2012

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
ESTABLISHING NOVEMBER 6, 2012 AS THE DATE FOR AN ELECTION ON A PROPOSED
BALLOT MEASURE SEEKING VOTER APPROVAL TO IMPOSE A CARDROOM TAX FOR
GENERAL FUND PURPOSES, ESTABLISHING POLICIES AND PROCEDURES IN
CONNECTION WITH SUCH AN ELECTION, AND REQUESTING THAT THE COUNTY OF
SACRAMENTO CONDUCT SUCH AN ELECTION**

RECITALS

WHEREAS, California Constitution Article XIII C, Section 2, provides that no local government may impose, extend or increase any general tax unless and until that tax is submitted to the electorate and approved by a majority vote; and

WHEREAS, the City recognizes that its cardrooms are a source of entertainment for people throughout the Sacramento region; and

WHEREAS, in 2009 and 2010, the City negotiated revenue sharing agreements with the owners of the two card rooms in the City, where the owners each voluntarily agreed to pay the City three thousand dollars (\$3,000) for each card table that it was authorized to operate under the City Municipal Code and State law and to pay the City a certain percentage of the card room's respective gross gaming revenues; and

WHEREAS, one of the card rooms has informed the City that they will not honor the revenue sharing agreement with the City; and

WHEREAS, the City intends to be fair to all card rooms by submitting, subject to City Council approval, a tax for voter approval which if approved would impose a similar tax on all cardrooms in the City; and

WHEREAS, the Cardroom Tax is intended to be a general tax, the revenues of which will be used for general governmental purposes, and placed in the City's general fund for the usual current expenses of the City; and

WHEREAS, California Constitution Article XIII C, Section 2, further requires that a measure proposing to impose, extend or increase a general tax must be consolidated with a city's general municipal election for members of the City Council; and

WHEREAS, November 6, 2012 is the date of the City's regular municipal election; and

WHEREAS, the City Council is authorized by California Elections Code Section 9222 to place measures before the voters; and

WHEREAS, the City Council desires to place the Cardroom Tax Ordinance, attached hereto as **Exhibit A**, as a measure before the voters on the November 6, 2012 general election; and

WHEREAS, the tax to be submitted to the voters, if approved, would require a cardroom to pay the City three thousand dollars (\$3,000) for each card table that a cardroom is authorized to operate under applicable law, and pay the City 5% of the card room's annual gross gaming revenues in excess of \$500,000; and

WHEREAS, the cardroom tax imposed by this Ordinance will result in an equal treatment of all cardrooms in the City and will provide additional revenue to the City to help preserve funding for general municipal services such as neighborhood improvements and safety including, but not limited to, police services, maintenance of and improvements to city streets, sidewalks, landscaping and graffiti removal; and

WHEREAS, the City Council desires that the proposed measure be consolidated with the November 6, 2012 regularly scheduled general election, be held on the same date, and that within the City, the polling places and election officers of the two elections be the same, and that the County Election Department of the County of Sacramento canvass the returns of the general election and that the election be held in all respects as if there were only one election.

NOW, THEREFORE, IT IS HEREBY RESOLVED, the City Council of the City of Rancho Cordova does ordain as follows:

1. Placement of Measure on the Ballot. Pursuant to California Elections Code Section 9222, the City Council hereby resolves that the ballot for the November 2, 2012 election shall include a measure that, if approved, would require all card rooms within the City to pay the City a tax in the amount of three thousand dollars (\$3,000) for each card table that a cardroom is authorized to operate under applicable law and pay the City 5% of the card room's annual gross gaming revenues in excess of \$500,000.

(a) Ballot Language.

The ballot language for the measure shall be as follows:

CARDROOM TAX MEASURE. Shall an ordinance be adopted to require all cardrooms within the City to pay the City a tax in the amount of \$3,000 for each card table that a cardroom is authorized to operate under state law, and pay the City 5% of the cardroom's annual gross gaming revenues over \$500,000 for the purpose of preserving funding for general municipal services such as public safety, street maintenance, and neighborhood improvements?

Yes

No

2. Proposed Ordinance. The ordinance authorizing the general tax to be approved by the voters pursuant to Section 1 is as set forth in **Exhibit A** hereto. The City Council hereby approves the submission of the ordinance to the voters of the City at the November 6, 2012 election. The City requests that County of Sacramento print **Exhibit A** in its entirety with the election materials.

3. Publication of Measure. The City Clerk is hereby directed to cause notice of the measure to be published once in the official newspaper of the City of Rancho Cordova, in accordance with Section 12111 of the Elections Code and Section 6061 of the Government Code.

4. Request to Consolidate and Conduct Election and Canvass Returns.

(a) Pursuant to the requirements of Section 10403 of the Elections Code, the Board of Supervisors of the County of Sacramento is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide Election on Tuesday, November 6, 2012, for the purpose of placing the measure set forth in Section 1 on the ballot.

(b) The County of Sacramento Election Department is authorized to canvass the returns of the regularly scheduled General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used.

(c) The Board of Supervisors is requested to issue instructions to the County of Sacramento Election Department to take any and all steps necessary for the holding of the consolidated election.

(d) The City of Rancho Cordova recognizes that additional costs will be incurred by the County of Sacramento by reason of this consolidation, and agrees to reimburse the County for any additional costs above and beyond those reimbursed by the State.

5. Submission of Ballot Arguments and Impartial Analysis.

(a) The last day for submission of direct arguments for or against the measure shall be by 5 p.m. on April 2, 2012.

(b) The last day for submission of rebuttal arguments for or against the measure shall be by 5 p.m. on April 12, 2012.

(c) Direct arguments shall not exceed three hundred words and shall be signed by not more than five persons.

(d) Rebuttal arguments shall not exceed two hundred fifty words and shall be signed by not more than five persons; those persons may be different persons that the persons who signed the direct arguments.

(e) The City Attorney shall prepare an impartial analysis of the measure by March 26, 2012.

(f) Pursuant to California Elections Code Section 9282, the Mayor is hereby authorized to prepare a written argument in favor of the proposed measure, not to exceed 300 words, on behalf of the City Council. At the Mayor's discretion, the argument may also be signed by members of the City Council or bona fide associations or by individual voters who are eligible to vote on the measure. In the event that an argument is filed against the measure, the Mayor is also authorized to prepare a rebuttal argument on behalf of the City Council, which may also be signed by members of the City Council or bona fide associations or by individual voters who are eligible to vote on the measure.

(g) Pursuant to California Elections Code Section 9285, when the City Clerk has selected the arguments for and against the measure, which will be printed and distributed to the voters, the City Clerk shall send copies of the argument in favor of the measure to the authors of the argument against, and copies of the argument against to the authors of the argument in favor. Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut.

6. Effective Date. This Resolution shall become effective immediately upon its passage and adoption, and the City Clerk is directed to send certified copies of this Resolution to the Sacramento Board of Supervisors, to the County Clerk-Recorder, and County of Sacramento Election Department.

7. Passage of the Resolution. Pursuant to California Government Code Section 53724(b), this Resolution, including the approval of the submission of the proposed Ordinance (attached as **Exhibit A**) must be approved by a two-thirds vote of all members of the City Council.

8. CEQA. This Resolution is exempt from the California Environmental Quality Act (Public Resources Code §21000, "CEQA") pursuant to CEQA guidelines 15060, "Preliminary Review," subdivision (c)(2) in that it will not result in a direct or reasonably foreseeable indirect physical change in the environment; and 15378, "Project," subdivisions (2) and (4) of subdivision (b), in that this tax does not constitute a project under CEQA and therefore review under CEQA is not required.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on this ____ day of ____, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

1821233.1

EXHIBIT A**ORDINANCE NO. XX-2012****AN ORDINANCE OF THE CITY OF RANCHO CORDOVA ADDING CHAPTER 3.60 OF THE RANCHO CORDOVA MUNICIPAL CODE WITH RESPECT TO A CARDROOM TAX**

WHEREAS, the City recognizes that its cardrooms are a source of entertainment for people throughout the Sacramento region; and

WHEREAS, in 2009 and 2010, the City negotiated revenue sharing agreements with the owners of the two cardrooms in the City, where the owners each voluntarily agreed to pay the City three thousand dollars (\$3,000) for each card table that it was authorized to operate under the City Municipal Code and State law and to pay the City a certain percentage of the cardroom's respective gross gaming revenues; and

WHEREAS, one of the card rooms has informed the City that they will not honor the revenue sharing agreement with the City; and

WHEREAS, the City intends to be fair to all cardrooms by submitting, subject to City Council approval, a tax for voter approval which if approved would impose a similar tax on all cardrooms in the City; and

WHEREAS, California Constitution Article XIII C, Section 2, provides that no local government may impose, extend or increase any general tax unless and until that tax is submitted to the electorate and approved by a majority vote; and

WHEREAS, California Constitution Article XIII C, Section 2, provides that a measure proposing to impose, extend or increase a general tax must be consolidated with a regularly scheduled general election for members of the City Council; and

WHEREAS, November 6, 2012 is the date of the City's regular municipal election; and

WHEREAS, the cardroom tax imposed by this Ordinance will result in an equal treatment of all cardrooms in the City and will provide additional revenue to the City to help preserve funding for general municipal services such as neighborhood improvements and safety including, but not limited to, police services, maintenance of and improvements to city streets, sidewalks, landscaping and graffiti removal.

THE PEOPLE OF THE CITY OF RANCHO CORDOVA DO ORDAIN AS FOLLOWS:

SECTION 1: Chapter 3.60, titled "Cardroom Tax," is hereby added to the Rancho Cordova Municipal Code to read as follows:

CHAPTER 3.60**CARDROOM TAX**

3.60.010 Short Title.
3.60.020 Purpose and intent.
3.60.030 Definitions.
3.60.040 Payment of tax.

EXHIBIT A

<u>3.60.050</u>	<u>Statement of Revenue.</u>
<u>3.60.060</u>	<u>Payment – Timing.</u>
<u>3.60.070</u>	<u>Audit of Gross Gaming Revenue Reports and Payment.</u>
<u>3.60.080</u>	<u>Notice Not Required by City.</u>
<u>3.60.090</u>	<u>Tax Deemed Debt to City.</u>
<u>3.60.100</u>	<u>Deficiency determinations.</u>
<u>3.60.110</u>	<u>Tax Assessment; Nonpayment; Fraud.</u>
<u>3.60.120</u>	<u>Tax assessment; notice requirements.</u>
<u>3.60.130</u>	<u>Tax Assessment; Hearing.</u>
<u>3.60.140</u>	<u>Conviction for Chapter Violation; Taxes Not Waived.</u>

3.60.010 Short Title.

This chapter shall be known as the Rancho Cordova Cardroom Tax Ordinance.

3.60.020 Purpose and intent.

This chapter is enacted solely to raise revenue for municipal purposes and is not intended for regulation.

3.60.030 Definitions.

A. “Annual Gross Gaming Revenues” shall mean the Gross Gaming Revenues produced each calendar year between January 1st through December 31st. For new cardrooms, the first annual Gross Gaming Revenues shall begin on the date the certificate of the occupancy is issued for the cardroom and end on December 31st of that same year.”

B. “Discontinued, dissolved or otherwise terminated” shall mean the date the cardroom is no longer in operation as described in the business license(s) issued to the cardroom by the City pursuant to Title 4 of this Code. The Finance Director, using all evidence, including evidence provided by the cardroom licensee, shall make the determination as to whether a cardroom has been discontinued, dissolved or otherwise terminated.

C. “Gross Gaming Revenues” means all the money or other compensation received by the cardroom from players at all tables and games in the cardroom except fees charged to players that are returned to the players as tournament or jackpot bonuses. Gross Gaming Revenues do not include money or other compensation received by the cardroom for food, drink and tips or fees paid to the cardroom for any marketing purposes.

D. “Licensee” means a person who has been issued a cardroom business license under Title 4 of this Code.

3.60.040 Payment of tax.

In addition to any requirements imposed by Title 4 of this Code, Each licensee operating a cardroom shall pay the following taxes:

A. Each licensee operating a cardroom shall pay an annual tax of three thousand dollars (\$3,000) per year for each card table that it is authorized to operate under applicable law, including this Code, any conditional use permits, and any City licenses. The table tax will

EXHIBIT A

be based on the maximum number of tables that are allowed to be operated and will not be reduced if fewer tables are actually in operation.

B. In addition to the table tax, each licensee operating a cardroom will pay the City 5% of the annual Gross Gaming Revenues received by the cardroom, in excess of \$500,000 per year.

3.60.050 Statement of Revenue.

Before the 30th day following the end of each quarter, the licensee shall file with the City Finance Department a statement, under oath, showing the true and correct amount of annual Gross Revenue derived from the card game business allowed by the license issued to the licensee for the preceding quarter. A signed declaration shall be attached to the statement included therein, which shall be in substantially the same form as: "I hereby declare under penalty of perjury that the foregoing is true and correct." Pursuant to Section 3.60.070 of this Chapter, the City shall have the right to audit the matters reported in the statement to determine the accuracy of the figures contained therein.

3.60.060 Payment – Timing.

A. All taxes imposed by this Chapter shall be made at the same time the licensee files the statement of revenue with the Finance Department. Payment of taxes imposed by this Chapter shall accompany the statement of revenue and shall be in the correct amount of taxes due and owing in accordance with Section 3.60.040 of this Chapter. Such sums correctly reflecting the quarterly fees payable for the preceding quarter shall be accepted by the City, subject, however, to the City's right to conduct an audit pursuant to Section 3.60.070 of this Chapter.

B. In the case of a cardroom which is discontinued, dissolved or otherwise terminated before the expiration of a tax period, the due date for any taxes accrued and owing to the City under the provisions of this Chapter shall be the date of the discontinuance, dissolution or termination of the cardroom business.

C. Payments not received within 30 days of the end of the quarter will be subject to a late fee of one and one-half percent (1.5%) per month of the amount past due, plus all reasonable collection fees and costs.

3.60.070 Audit of Gross Gaming Revenue Reports and Payment.

A. The City shall have the right to audit the matters referred to in the statement of revenue, and to determine the correctness of the figures set forth in such statement and the amount payable to the City pursuant to the provisions of Section 3.60.040.

B. The books, records and accounts of any licensee may be inspected and audited by the City.

C. Such an inspection and audit may be performed by the Finance Director, a qualified accountant or City official who shall be selected by the Finance Director.

D. To facilitate such audits, the licensee shall keep complete records of all transactions related to the receipt or disbursement of funds arising out of or related to cardroom

EXHIBIT A

operations during the preceding three-year period. All such records shall be made available to the City for audit at the licensee's place of doing business after reasonable prior notice.

E. Any failure or refusal of any licensee to make and file a statement of revenue as required within the time required, or to pay such sums by way of taxes when the same are due and payable in accordance with the provisions of this Chapter, or to permit such inspection of such books, records and accounts of such licensee shall be and constitute full and sufficient grounds for suspension or revocation of any cardroom business license issued to the licensee pursuant to Title 4 of this Code.

3.60.080 Notice Not Required by City.

The City is not required to send a delinquency or other notice or bill to any person subject to the provisions of this Chapter, and failure to send such notice or bill shall not affect the validity of any tax, interest or penalty due under the provisions of this Chapter.

3.60.090 Tax Deemed Debt to City.

The amount of any tax, penalties and interest imposed by the provisions of this Chapter shall be deemed a debt to the City, and any licensee carrying on any business without having paid the tax under this Chapter to the City shall be liable to an action in the name of the City in any court of competent jurisdiction for the amount of the tax, and penalties and interest imposed on such business.

3.60.100 Deficiency Determinations.

A. If the Finance Director is not satisfied that a statement of revenue filed, as required under the provisions of this Chapter, is correct, or that the amount of tax is correctly computed, the Finance Director may compute and determine the amount to be paid and make a deficiency determination upon the basis of the facts contained in the statement of revenue or upon the basis of any information in the City's possession or that may come into the City's possession.

B. The City may make more than one deficiency determinations of the amount of tax due for a period or periods.

C. In the case of a cardroom which is discontinued, dissolved or otherwise terminated, a deficiency determination may be made at any time within three years thereafter as to any liability arising from engaging in such business whether or not a deficiency determination is issued prior to the date the tax would otherwise be due.

D. Whenever a deficiency determination is made, the City shall provide a notice to the person concerned in the same manner as notices of assessment are given under Section 3.60.120.

3.60.110 Tax Assessment; Nonpayment; Fraud.

A. Under any of the following circumstances, the Finance Director may make and give notice of an assessment of the amount of tax owed by a person under this Chapter:

EXHIBIT A

1. If the person has not filed any statements of revenue required under the provisions of this Chapter;
2. If the person has not paid any tax due under the provisions of this Chapter;
3. If the person has not, after demand by the Finance Director, filed a corrected statement of revenue or furnished to the Finance Director adequate substantiation of the information contained in a statement of revenue already filed, or paid any additional amount of tax due under the provisions of this Chapter.

B. The notice of assessment shall separately set forth the amount of any tax known or estimated by the Finance Director to be due, after full consideration of all information within his or her knowledge concerning the cardroom business and activities of the person assessed and shall include the amount of any penalties, costs or interest accrued on each amount to the date of the notice of assessment.

3.60.120 Tax Assessment; Notice Requirements.

The notice of assessment shall be served upon the licensee either by personally serving it to the licensee, or by a deposit of the notice in the United States mail, postage prepaid thereon, addressed to the licensee at the address of the location of the business appearing on the face of the business license(s) issued under Title 4 to the licensee, or to such other address as he or she shall register with the Finance Director for the purpose of receiving notices provided under this Chapter. For the purposes of this Section, a service by mail is complete at the time of deposit in the United States mail.

3.60.130 Tax Assessment; Hearing.

A. Within ten (10) days after the date of service of a notice under Section 3.60.120 of this Chapter, the licensee may apply in writing to the Finance Director for a hearing on the assessment.

B. If application for a hearing before the Finance Director is not made within the time herein prescribed, the tax assessed by the Finance Director shall become final and conclusive.

C. Within thirty (30) days of the receipt of any such application for hearing, the Finance Director shall cause the matter to be set for hearing before him or her not later than thirty (30) days after the date of application, unless a later date is agreed to by the Finance Director and the licensee requesting the hearing.

D. Notice of such hearing shall be given by the Finance Director to the licensee requesting such hearing not later than five (5) days prior to such hearing. At such hearing, said licensee may appear and offer evidence why the assessment as made by the Finance Director should not be confirmed and fixed as a tax.

E. After such hearing the Finance Director shall determine and reassess the proper tax to be charged and shall give written notice thereof to the licensee in the manner prescribed in Section 3.60.120 for giving notice of assessment.

EXHIBIT A**3.60.140 Conviction for Chapter Violation; Taxes Not Waived.**

A. The conviction and punishment of any person for failure to pay the required tax shall not excuse or exempt such person from any civil action for the tax debt unpaid at the time of such conviction.

B. No civil action shall prevent a criminal prosecution for any violation of the provisions of this Chapter or of any State Law requiring the payment of all taxes.

SECTION 2. Effective Date. This Chapter shall become effective immediately upon the date that this Ordinance is approved by the voters of the City of Rancho Cordova at the Election of November 6, 2012 as confirmed by the City Council's declaration of the vote.

SECTION 3. Amendment or Repeal. Chapter 3.60 of the Municipal Code may be repealed or amended by the City Council without a vote of the people. However, as required by Chapter XIII C of the California Constitution, voter approval is required for any amendment provision that would increase the rate of any tax levied pursuant to this Ordinance. The People of the City of Rancho Cordova affirm that the following actions shall not constitute an increase of the rate of a tax:

1. The restoration of the rate of the tax to a rate that is no higher than that set by this Ordinance, if the City Council has acted to reduce the rate of the tax;
2. An action that interprets or clarifies the methodology of the tax, or any definition applicable to the tax, so long as interpretation or clarification (even if contrary to some prior interpretation or clarification) is not inconsistent with the language of this Ordinance.
3. The establishment of a class of person that is exempt or excepted from the tax or the discontinuation of any such exemption or exception (other than the discontinuation of an exemption or exception specifically set forth in this Ordinance); and
4. The collection of the tax imposed by this Ordinance, even if the City had, for some period of time, failed to collect the tax.

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Ordinance shall nonetheless remain in full force and effect. The people hereby declares that they would have adopted each section, subsection, sentence, clause, phrase, or portion of this Ordinance, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions of this Ordinance be declared invalid or unenforceable.

APPROVED by the following vote of the People of the City of Rancho Cordova on November 6, 2012.

ADOPTED by Declaration of the vote by the City Council of the City of Rancho Cordova on _____, 2012:

EXHIBIT A**AYES:****NOES:****ABSENT:****ABSTAIN:**

David Sander, Mayor**ATTEST:**

Mindy Cuppy, City Clerk**APPROVED AS TO FORM:**

Adam U. Lindgren, City Attorney
1820838.1