

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING

Monday, October 4, 2021

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

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

In response to Governor’s Executive Order N-29-20 and the Resolution Declaring the Existence of a Local Emergency Relating to the COVID-19 Pandemic adopted by the City of Rancho Cordova, the City is following the state and local guidelines. This meeting will also be available to the public via video/teleconferencing.

Join the Meeting Via Zoom Link:

<https://cityofranhocordova.zoom.us/j/84363706343?pwd=Rm5YNGJaOVUza2hJNWFFYY3RlaVdTdz09>

Join the Meeting via the Zoom Phone Number

Zoom Phone Number: US: +1 669 900 6833, +1 253 215 8782, 888 475 4499 (Toll Free)

Webinar ID: 843 6370 6343

Password: 578969

Instructions to Make Public Comment

Submitting Public Comment via Email

Members of the public who wish to provide public comment via email will need to submit comments to CityClerk@cityofranhocordova.org no later than 3:00 p.m. on Monday, October 4, 2021. All comments submitted later than 3:00 p.m. will be sent to the City Council for their review and may not be read during the meeting.

Listening to a Zoom Meeting by Zoom Video Conference

To make a public comment using the Zoom platform, please use the “raise hand” feature at the bottom center of the screen. Please make sure to enable audio controls once access has been

given by the City Clerk's office to speak. Please wait to be called upon by the City Clerk.

Listening to a Zoom Meeting by Phone Only

You can join a Zoom meeting via teleconferencing/audio conferencing using a cell phone or traditional landline phone. To request to make a public comment by phone press *9 to raise your hand. Please wait to be called upon by the City Clerk.

All public comments will be limited to three-minutes.

If you have questions related to the City Council Meeting or the use of Zoom, please contact the City Clerk's Office at (916) 851-8720 Monday, October 4, 2021 before 3:00 p.m.

AGENDA

1. REGULAR MEETING - CALL TO ORDER/ROLL CALL

Council Members Linda Budge, Siri Pulipati, David Sander, Donald Terry, and Mayor Garrett Gatewood.

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

There will be a moment of silence in lieu of an invocation.

5. PRESENTATIONS

- 5.1. Proclamation to Soroptimist International of Rancho Cordova and Gold River in honor of Soroptimist International's 100th anniversary as an organization and the dedication of the local club's service to Rancho Cordova.

6. PUBLIC COMMENT

Citizens wishing to address the Council for any matter not on the agenda may do so at this time via teleconference or by completing and submitting a Speaker Card to the City Clerk.

If you want to make a public comment via teleconference, please use the "raise hand" feature at the bottom center of the screen. If you are participating by telephone and you want to make a public comment, please press *9 to raise your hand. For those participating by Zoom or telephone, please wait to be called upon by the City Clerk.

For items on the agenda, speakers will be called 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. Under the provisions of the California Government Code, the City Council is prohibited from discussing or taking immediate action on any item not on the agenda 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.

7. COUNCIL REPORTS

8. CITY MANAGER'S REPORT

9. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

9.1. **Subject:** Meeting Minutes from the Regular City Council Meeting of September 20, 2021.

Recommendation: Adopt the Minutes.

9.2. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2021-278 with Women in Data Science and Analytics, Inc. in an Amount Not to Exceed \$249,000 for Workforce Recovery Program Services.

Recommendation: Adopt the Resolution.

9.3. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2021-277 with Udacity, Inc., in an Amount Not to Exceed \$160,000 for Workforce Recovery Program Services.

Recommendation: Adopt the Resolution.

9.4. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2021-273 with Coursera Inc. in an Amount Not to Exceed \$315,000 for Workforce Recovery Program Services.

Recommendation: Adopt the Resolution.

9.5. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2021-276 with General Assembly, Inc. in an Amount Not to Exceed \$300,000 for Workforce Recovery Program Services.

Recommendation: Adopt the Resolution.

9.6. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2021-284 for Professional Services with Sacramento Splash in an Amount not to Exceed \$120,000.

Recommendation: Adopt the Resolution.

9.7. **Subject:** A Resolution of the City Council of the City of Rancho Cordova Adopting Caltrans Local Assistance Procedures Manual Chapter 10: Consultant Selection.

Recommendation: Adopt the Resolution.

9.8. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2021-299 in an Amount of \$364,250.00 with Wood Rodgers, Inc. for Engineering Design and Right of Way Acquisition Support Services for Phase 3 of the White Rock Road Safety and Beautification Project, CP22-2228.

Recommendation: Adopt the Resolution.

9.9. **Subject:** A Resolution Authorizing the City Manager to Execute a Contract with Michael Baker International, Inc. in an Amount not to Exceed \$420,000 for a Term of October 1, 2021 to June 30, 2023 for Planning, Housing, and Public Works Support Services.

Recommendation: Adopt the Resolution.

10. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

10.1. **Subject:** Rio Del Oro Parcel 66 - Major Design Review Project No. DD10073.

Recommendation: Find the project is exempt under CEQA Exemption 15182, Residential Projects Pursuant to a Specific Plan. The project was analyzed as part of the Rio Del Oro Specific Plan (RDOSP) Environmental Impact Report (EIR); and Adopt the Resolution for the Rio Del Oro Parcel 66 Major Design Review.

11. PUBLIC HEARING ITEMS

None.

12. REGULAR CALENDAR ITEMS

- 12.1. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2021-275 with Folsom Cordova Community Partnership in an Amount Not to Exceed \$344,000 for Workforce Recovery Program Services.

Recommendation: Adopt the Resolution.

- 12.2. **Subject:** Discussion on Naming of Public Facilities and Streets.

Recommendation: Receive information and provide direction as needed.

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

14. ADJOURNMENT

ADDITIONAL INFORMATION

SPECIAL MEETINGS LISTED BELOW ARE SUBJECT TO CHANGE/CANCELLATION WITHOUT FURTHER NOTICE.

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.cityofranhocordova.org on Thursdays or Fridays prior to the Regular City Council Meeting.

UPCOMING MEETINGS

October 12, 2021	5:30 PM Special Meeting/Work Session
October 18, 2021	5:30 PM Regular Meeting
October 26, 2021	5:30 PM Special Meeting/Work Session
November 1, 2021	4:00 PM Special Meeting/Regular Meeting
November 9, 2021	5:30 PM Special Meeting/Work Session
November 15, 2021	5:30 PM Regular Meeting
December 6, 2021	4:00 PM Special Meeting/Regular Meeting
December 14, 2021	5:30 PM Special Meeting/Work Session

If you have any technical questions related to the agenda items, please contact City Hall at (916) 851-8700.

The Rancho Cordova City Council meeting will be videotaped in its entirety and will be cablecast without interruption on Metro Cable 14, the Government Affairs Channel on the Comcast, Consolidated Communications and AT&T U-Verse Systems. Closed Captioning will be available on the playback cablecast. 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.

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, Stacy Leitner, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the October 4, 2021 Regular Meeting of the Rancho Cordova City Council was posted and available for review on September 30, 2021 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 September 30, 2021 at Rancho Cordova, California.



Stacy Leitner, CMC
City Clerk

ITEM 9.1.

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING **Monday, September 20, 2021**

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

City Hall
2729 Prospect Park Drive, Rancho Cordova

In response to Governor’s Executive Order N-29-20 and the Resolution Declaring the Existence of a Local Emergency Relating to the COVID-19 Pandemic adopted by the City of Rancho Cordova, the City is following the state and local guidelines. This meeting will also be available to the public via video/teleconferencing.

DRAFT MINUTES

1. REGULAR MEETING - CALL TO ORDER/ROLL CALL

Mayor Gatewood called the Regular meeting to order in the David B. Roberts Council Chambers at 5:36 p.m.

Council Members Present: Budge, Pulipati, Sander, Terry, and Mayor Gatewood

Council Members Absent: None

Staff Members Present: Cyrus Abhar, Adam Lindgren, Stacy Leitner and Kelly Thompson

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedule.

3. PLEDGE OF ALLEGIANCE

Conrad Mayer led the pledge.

4. INVOCATION

Harry Kim with the Salvation Army Rancho Cordova gave the invocation.

5. PRESENTATIONS

- 5.1. **Subject:** Water Conservation Update from Golden State Water, Sacramento County Water Agency, and Cal American Water.

ITEM 9.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, September 20, 2021

Recommendation: Receive information and provide feedback.

- 5.2. Cordova Lancers, Leaders, and Legends Update on Mentors at Cordova High School (MACH) Program and Student Recognition.
- 5.3. Introduction of New Employee: Cynthia Leng, Building Permit Technician I by Joe Cuffe, Chief Building Official.

6. PUBLIC COMMENT

Mayor Gatewood opened the public comment period. The following individuals addressed the Council or submitted public comment via email:

1. Scott Faulds
2. Helen Ann Jaczola
3. Helen Whelan Bashaw
4. Beverly Fletcher
5. Rose Gilstrap

Mayor Gatewood closed the public comment period.

7. COUNCIL REPORTS

Council reported on events since the last meeting.

8. CITY MANAGER'S REPORT

City Manager Cyrus Abhar gave his report.

9. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

ACTION: Motion to approve item 9.1 through 9.4 by Terry second by Budge;
Motion passed with a 5:0 vote.

- 9.1. **Subject:** Meeting Minutes from the Regular City Council Meeting of September 7, 2021.
Recommendation: Adopt the Minutes.

- 9.2. **Subject:** Second Reading of an Ordinance Cancelling a Development Agreement by and Between the City of Rancho Cordova and Jaeger Road 530, LLC Relative to The Preserve at Sunridge Project.

Recommendation: Waive the second reading and adopt the Ordinance.

- 9.3. **Subject:** Second Reading of an Ordinance Establishing a Special Tax Zone No. 30 for Transit-Related Services for Falconer Commercial Building Project.

Recommendation: Waive second reading and adopt the Ordinance.

- 9.4. **Subject:** Quarterly Treasurer's Report for June 30, 2021.

Recommendation: This report is informational only. It is recommended that the City Council receive and file the June 30, 2021 Treasurer's Report.

10. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

Mayor Gatewood opened the public comment period. Seeing no speakers. Mayor Gatewood closed the public comment period.

ACTION: Motion to approve item 10.1 by Budge second by Sander;
Motion passed with a 5:0 vote.

- 10.1. **Subject:** A Resolution of Modification to the Rancho Cordova Tourism Business

ITEM 9.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, September 20, 2021

Improvement District Management Plan

Recommendation: Adopt the Resolution.

11. PUBLIC HEARING ITEMS

None.

12. REGULAR CALENDAR ITEMS

12.1. **Subject:** Discussion and Direction on Reinstating a Planning Commission.

Recommendation: Receive a report on Planning Commission qualifications, structure and selection process. Provide staff with any feedback or direction on the information presented.

Mayor Gatewood opened the public comment period. The following individuals addressed the Council or submitted public comment via email:

1. Donald Childs

Mayor Gatewood closed the public comment period.

ACTION: Input was received regarding Reinstating a Planning Commission.

12.2. **Subject:** Discussion and Direction on Parking Policy Updates and Electric Vehicle Charging Stations.

Recommendation: Receive presentation; provide feedback and direction.

Mayor Gatewood opened the public comment period. The following individuals addressed the Council or submitted public comment via email:

1. Donald Childs

Mayor Gatewood closed the public comment period.

ACTION: Input was received regarding Parking Policy Updates and Electric Vehicle Charging Stations.

12.3. EnerGov Land Management System Phase II Go-Live Presentation

Mayor Gatewood opened the public comment period. Seeing no speakers. Mayor Gatewood closed the public comment period.

ACTION: Input was received regarding the EnerGov Land Management System Phase II Go-Live Presentation.

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

Request to reconsider Agenda Item 11.1 Eco Site II, Cellular Telecommunication Tower at the Southeast Corner of Zinfandel Drive and Folsom Boulevard Conditional Use Permit Project DD10018, from the August 16, 2021 City Council Meeting.

ACTION: Motion to approve reconsideration of item 11.1. of the August 16, 2021 City Council Meeting by Sander second by Budge;
Motion passed with a 4:0 vote.

AYES: Budge, Sander, Terry, and Mayor Gatewood

NOES: None

ITEM 9.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, September 20, 2021

ABSENT: None

ABSTAIN: Pulipati

14. ADJOURNMENT

Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 9.2.

DATE: October 4, 2021
TO: Honorable Mayor and Council Members
FROM: Amanda Norton, Economic Development Manager
SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2021-278 WITH WOMEN IN DATA SCIENCE AND ANALYTICS, INC. IN AN AMOUNT NOT TO EXCEED \$249,000 FOR WORKFORCE RECOVERY PROGRAM SERVICES**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute Contract No. 2021-278 with Women in Data Science and Analytics, Inc. in an amount not to exceed \$249,000 to provide Workforce Recovery Program services.

BACKGROUND

City Council held visioning sessions in January and February of 2021 to discuss potential initiatives to fund using the tax proceeds from Measure R. Measure R was passed by the voters in November 2020. One of the expected outcomes from the use of Measure R is to “create resilient jobs and workforce development.” In response to the City Council’s vision, staff drafted the Workforce Recovery Program Notice of Funding Availability (NOFA). The received proposals are looking to offer a wide array of training opportunities to the residents of Rancho Cordova. The Program hopes to provide residents with access to training that will allow them to further progress in their chosen career path or embark on a new career path, the new skills will likely change the economic trajectory of their household.

Women in Data Science and Analytics, INC (“Women in Data”) responded to the NOFA. As the COVID-19 pandemic continues to heavily impact the City’s business and residential community, Women in Data will be providing Rancho Cordova residents:

- Access to “A Path forward” programming which includes a 3-month program resulting in a data analytics certification through DataCamp

- A 2-month capstone project for a Rancho Cordova employer, resulting in building out their portfolio of work and updating their resume
- At completing of training, trainees will be provided hiring support and nine months of continual education access

The purpose of the program is to provide residents with a new skill set with a goal to have a positive career impact or lead into new employment or a new career.

FISCAL IMPACT AND FUNDING SOURCE

The cost associated with Contract No. 2021-276 with General Assembly, Inc. would be funded through Measure R.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2021-278 - Women in Data

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2021

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT
AGREEMENT NO. 2021-278 WITH WOMEN IN DATA SCIENCE AND ANALYTICS, INC IN
AN AMOUNT NOT TO EXCEED \$249,000 FOR WORKFORCE RECOVERY PROGRAM
SERIVCES FOR FISCAL YEAR 2021-2022**

WHEREAS, the City of Rancho Cordova (the "City") wishes to contract with Women in Data Science and Analytics, Inc. for Workforce Recovery Program services for fiscal year 2021-2022; and

WHEREAS, the City would like to enter into an Agreement 2021-278 (the "Agreement") with Women in Data Science and Analytics, Inc. in an amount not to exceed \$249,000 to provide Workforce Recovery Program Services to the residents of Rancho Cordova to continue the recovery from the COVID-19 pandemic; and

WHEREAS, the City and Women in Data Science and Analytics, INC have negotiated the Agreement substantially in the form on file with the City Clerk that sets forth the requirements for Women in Data Science and Analytics, Inc. services; and

WHEREAS, there are sufficient funds budgeted to cover the costs of the Agreement; and

WHEREAS, the Agreement is in the best interest of the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

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

1. The above recitals and true and are incorporated herein by this reference.
2. The City Manager is hereby authorized to execute Contract Agreement 2021-278 with Women in Data Science and Analytics, Inc., in a form acceptable to the City Attorney, and to execute all other documents and to take such actions as necessary to carry out the intent of this Resolution.
3. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 4th day of October, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ITEM 9.2.

ATTACHMENT 1

ABSTAIN:

Garrett Gatewood, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

AGREEMENT BETWEEN CITY OF RANCHO CORDOVA
AND Women in Data Science and Analytics, Inc
FOR USE OF CITY FUNDS

This Agreement (this “Agreement”) is entered into by and between the City of Rancho Cordova, a California municipal corporation (“City”), and Women in Data Science & Analytics, Inc., a California non-profit corporation (“Provider”) as of October 4, 2021.

Whereas, the City has allocated funds to Provider for the purpose of providing 10-20 Rancho Cordova residents with access to “A Path forward” programming which includes a data analytics certification through DataCamp to be able to develop and build new skills to remain competitive for in-demand careers.

Whereas, the COVID-19 pandemic forced many residents out of work and are now looking to re-enter the workforce; and

Whereas, the Provider will partner with local employment organizations, and connect with local schools, parent groups, Sacramento Women in Data Chapter network and targeted digital ads to recruit residents and market the program; and

Whereas, there are many uncertainties with the COVID-19 pandemic, and while California has moved past its “Blueprint for a Safer Economy,” there may be future state and/or Sacramento County actions and/or orders which may restrict or prohibit certain activities. This includes workforce development initiatives.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Provider agree as follows:

1. Programs and Services. Provider will provide the services described in Exhibit A, entitled “Scope of Services,” attached hereto and incorporated herein by this reference.
2. Term. The term (the “Term”) of this Agreement is set forth in Exhibit A.
3. Funding and Use of Funds. City has allocated funds to Provider in the amount of Two Hundred Forty-Nine Thousand Dollars (\$249,000) to be used by Provider solely for the purposes, and subject to the terms, set forth in Exhibit A and this Agreement. The funds shall be disbursed to Provider as set forth in Exhibit A.
 - a. Failure to use the funds for the purposes described in Exhibit A and pursuant to the terms of this Agreement shall be considered a material breach of this

Agreement. Provider shall reimburse City for such funds and may be required to reimburse City for all funds allocated.

b. Minor changes in the use of funds may be approved in writing by the City Manager or his or her designee. "Minor" means a change of use for no more than thirty percent (30%) of the funds allocated to Provider, or a change that does not alter the core objectives of the service provided with the funds.

4. Unexpended Funds. If any funds advanced to Provider remain unexpended upon the expiration of the term of this Agreement, Provider shall return the unexpended funds to City within thirty (30) days of the expiration date of the Agreement.

5. Timeliness. Due to the ongoing uncertainty caused by the COVID-19 pandemic, grantees will have 60 days following the receipt of their grant funding Agreement to provide the required insurance documents and IRS Form W-9 to the City needed to execute the Agreement. This is being done to help mitigate delay of the project and/or the inability to complete the project during the proposed Term.

6. No Guaranty. Provider hereby agrees to not make any representations or guaranties, directly or indirectly, with respect to employment prospects, income potential or transferability of academic credits and certifications to participants in the program to be provided by Provider through the funding provided under this Agreement. No such guaranty will be made in any marketing materials, recruitment materials, program materials, lesson plans, instruction, or by any of Provider's representatives, agents or employees. Provider hereby agrees to indemnify and 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, damages or demands arising from or caused by any representations or guarantees Provider makes to participants of its program with respect to employment prospects, potential income, or transferability of academic credits or certifications from participation in the program.

7. Documents, Reports and Records.

7.1 Record Retention. Provider shall always maintain a complete and current set of financial and statistical records of all its activities which shall clearly reflect the application and use of the funds received from City. All expenditures of the funds granted pursuant to this Agreement must be only for the items set forth in Exhibit A hereto and must be documented by receipts, cancelled checks, credit card statements, or other evidence acceptable to City, which clearly document the amount and purpose of the expenditure. Expenditures for which there is no documentation are not eligible for funding under this Agreement.

7.2 Inspection of Records. All records required to be retained pursuant to Section 7.1 shall be subject to inspection or audit by City at any reasonable time during the normal and usual business hours of Provider. Recognizing, however, that Provider may

from time-to-time render services to recipients that are personal and confidential in nature, City will always maintain that confidentiality and will not require a public record to be made or provided that would serve to violate the confidentiality requirements of Provider. Any inspection or audit shall be made by City's Finance Director, or a designee of the Finance Director.

7.3 Required Reports. Provider shall file Exhibit B, "Report Of Use of City Funds," with the City on or before the dates set forth on Exhibit A. If payments of City funds are to be distributed in more than one installment, distribution of the second and any subsequent distributions will not be made until any required reports have been filed and approved by the City Manager or his or her designee. Provider shall file Exhibit C, "Outcomes Report," with City on or before the date set forth on Exhibit A. Provider shall file the Reports with the City as set forth in Section 14, Notices, below.

8. Non-Discrimination. Provider agrees that in the performance of this Agreement and in the provision of any services funded in whole or in part by the grant made by City to provider pursuant to this Agreement, Provider shall not discriminate against any employee, recipient of Provider's services, or any other person, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, gender, or sexual orientation. In the event that Provider is a religious organization, Provider shall also not condition receipt of any of the services funded by the grant made pursuant to this Agreement upon participation in any religious instruction or service.

9. Indemnification. Provider 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 Provider or its employees, subcontractors, volunteers, 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 Provider shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the gross negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Provider 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 Provider 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 Provider 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 such insurance policies shall have been determined to apply. By execution of this Agreement, Provider acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

10. Insurance. Provider shall comply with the insurance requirements contained in Exhibit D, "Insurance Requirements," and shall procure, at its own cost and expense all insurance coverages listed in Exhibit D before commencing services, projects, or programs with allocated City funds. Provider shall provide proof of such coverage, including certificates of insurance and endorsements, prior to receiving City funds.

11. Attribution. Provider shall include the following language in all printed materials or electronic communications promoting or describing the programs and services to be provided pursuant to this Agreement: "Supported in part by Measure R from the City of Rancho Cordova." That language shall be in proportional type size to the total area of the printed material. If the funds provided herein are used to build or install a structure or improvement to property or a building, including, but not limited to, building improvements, playground or sports facilities, or art installations, or is used to fund the purchase of a vehicle on which signage will be placed, Provider shall include the attribution noted above on a permanent sign located at the site of the project or the signage located on the vehicle.

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

13. 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.

14. Notices. Any approval, document or other notice which either party may desire to give to the other party under this Agreement must be in writing and may be given by first class mail, postage prepaid, or reputable overnight delivery service or personal delivery addressed to the party to whom the notice is directed as set forth below, or at any other address as that party may later designate:

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

To Provider: Sadie St. Lawrence
 Women in Data
 P.O. Box 670
 Carmichael, CA 95609

Any written notice, demand or communication shall be deemed received immediately if delivered by hand or upon the third day from the date it is postmarked if delivered by first class, registered or certified mail.

ITEM 9.2.

ATTACHMENT 2 Contract No.: 2021-278

15. Interpretation. This Agreement will be performed entirely within California and shall be construed in accordance with the laws of the State of California and any action to enforce the terms of this Agreement must be brought in the County of Sacramento, State of California.

16. Attorneys' Fees. In the event any proceeding or action is brought in connection with the enforcement of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, including those on appeal.

17. Amendments. The parties may amend this agreement only by a writing signed by all parties.

18. Integration. This Agreement, including Exhibits A, B, C, D and E, attached hereto, and incorporated herein, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. If there are any conflicts between the Exhibits to this Agreement and this Agreement, this Agreement shall control.

19. IRS Form W-9. Provider shall complete and submit Internal Revenue Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have the ability to waive this requirement.

Signatures on following page.

ITEM 9.2.

ATTACHMENT 2
Contract No.: 2021-278

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:
PROVIDER:

Cyrus Abhar
City Manager

Date: _____

Sadie St. Lawrence
CEO, Women in Data

Date: _____

Attest:

Stacy Leitner, CMC
City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren
City Attorney

EXHIBIT A
SCOPE OF SERVICES

Address:

P.O. Box 670
Carmichael, CA 95609

Telephone: (916)247-5905

Email: Sadie.stlawrence@womenindata.com

Contact Person/Title: Sadie St Lawrence/CEO

Funding Allocation: \$249,000

Term: October 4, 2021 – October 3, 2022

1. Services to be Provided: Provider shall provide access to “A Path forward” programming which includes a data analysts’ certification through DataCamp Training and a hands-on data analytics project for 10 -20 Rancho Cordova residents that will help them develop and learn new skills for in-demand jobs.

Activities undertaken by Provider shall include, but not be limited to:

- Program Marketing & Application Selection
 - Working with local employment organizations to find residents who meet the program criteria
 - Connecting with local schools, parent groups, the Sacramento Women in Data Chapter networks and targeted digital ads on social media for recruitment
 - Create a website landing page for program information and submit their contact information and resume
 - Review applications and select participants
- Program Onboarding
 - Two cohorts of 10 individuals will be established and run sequentially
- Data Analyst Certificate

ITEM 9.2.

ATTACHMENT 2 Contract No.: 2021-278

- 3 month program to reskill and upskill in data analytics through DataCamp.
 - Capstone Project and Portfolio/ Resume Building
 - 2 month program having participants build out their portfolio for work, update resumes', and work on a capstone project for a Rancho Cordova employer
 - Mentorship – 6 months in parallel with the certificate & capstone project
 - At the completion of training, trainees will be provided hiring support and nine months of continual educational access
 - Provide quarterly overview of current results, document lessons learned and align on program trajectory/strategic vision
 - Units of Service to be Provided: a Data Analyst Certificate and a hands-on capstone project for 10-20 Rancho Cordova residents
2. Use of Funds: Provider shall use the funds as follows:

Title/Description	Total
Staff Costs	\$197,000
Technology/ Licenses	\$12,000
Digital Ad for Recruiting	\$10,000
Childcare/ Computer	\$30,000
Total	\$249,000

a. The amounts listed above are estimates of the expenditures and may vary. However, the amount may not vary by more than thirty percent (30%) (with City Manager approval) unless the Agreement is amended. In no event shall the City's total distribution of funds to Provider under the Agreement exceed the total allocation shown above. Should a cohort not reach the minimum of 10 participants, Provider will subtract \$2,100 for each participant less the 10 person minimum per cohort.

b. Unexpended Funds. If any funds advanced to Provider remain unexpended upon the expiration of the term of this Agreement, Provider shall return the unexpended funds to City within thirty (30) days of the expiration date of the Agreement.

c. In the event that the costs to perform the items of work set forth herein exceed the amount of funds granted to Provider, Provider shall be responsible for the payment of all costs in excess of the funds granted.

3. Eligibility Criteria for Qualification of Recipients for Services: Provider shall give preference to Rancho Cordova residents during the recruitment and selection process.

4. Allocation and Payment of Funds: City shall distribute the funds to Provider as follows:

\$62,250	Two weeks after execution of the Agreement for implementation and marketing.
\$62,250	Two weeks after first Use of Funds and Outcomes Report have been received and reviewed by the City, and confirmation of established cohorts
\$62,250	Two weeks after second Use of Funds and Outcomes Report have been received by the City and Data Analyst Certificate program is complete.
\$62,250	Two weeks after the third Use of Funds and Outcomes Report have been received by the City and Capstone projects have been completed.
\$249,000	Total

In the event that any Report for Use of City Funds and/or Outcomes Report which is due to be filed prior to the date upon which a distribution is otherwise due, has not been timely filed, City shall not be obligated to make any additional distributions based on the submission of invoices until two weeks after the date on which the delinquent reports are received by City and have been reviewed and been determined to comply with the requirements of this Agreement.

All requests for the payment of funds shall be due to City by the termination date of this Agreement. The City acknowledges, however, that there may be circumstances when Provider may be unable to do so because it may not yet have received an invoice from a vendor prior to that date. In that case Provider may submit a final request for payment within 60 days after the termination date of the Agreement. City shall not be required to make any payments based on requests submitted more than 60 days after the termination date.

5. Reports: Provider shall file the following reports (each a “**Report**” and collectively the “**Reports**”) with City at the times set forth below:

5.1 Report of Use of City Funds: At the conclusion of the first cohort, at the conclusion of the second cohort, and at the conclusion of the third cohort, no later than June 30, 2022. The Reports shall include copies of documentation for all expenditures of the funds granted pursuant to this Agreement. Such documentation may include time-keeping reports, receipts, cancelled checks, credit card statements, or other evidence acceptable to

ITEM 9.2.**ATTACHMENT 2
Contract No.: 2021-278**

City, and must clearly document the amount and purpose of the expenditure. Expenditures which are not so documented are not eligible for funding under this Agreement.

5.2 Outcomes Report: Produced at the conclusion of each cohort. The Report shall describe the services and/or programs provided, number of participants or attendees, and include photographs.

EXHIBIT B

REPORT OF USE OF CITY FUNDS

Address:

P.O. Box 670
Carmichael, CA 95609

Telephone: (916)247-5905

Email: Sadie.stlawrence@womenindata.com

Contact Person/Title: Sadie St Lawrence/CEO

Funding Allocation: \$249,000

Term: October 4, 2021 – October 3, 2022

Report Accounting Period: At the conclusion of the program onboarding (Report one), at the conclusion of the Certificate program (Report two), and at the conclusion of the of the Capstone Projects (Report three)

City funds received during reporting period:

City funds expended during reporting period (please attach all receipts and proof of payments made using City funds): *[this should include a total and what it was spent on, including any line items, if applicable, and attach receipts or proof of expenditures]*

Units of service provided during this period (if applicable):

Units of service provided to City Residents during this period (if applicable):

The Report shall include copies of documentation for all expenditures of the funds granted pursuant to this Agreement. Such documentation may include time-keeping reports, receipts, cancelled checks, credit card statements, or other evidence acceptable to City, and must clearly document the amount and purpose of the expenditure. Expenditures which are not so documented are not eligible for funding under this Agreement.

EXHIBIT C

OUTCOMES REPORT

Address:

P.O. Box 670
Carmichael, CA 95609

Telephone: (916)247-5905

Email: Sadie.stlawrence@womenindata.com

Contact Person/Title: Sadie St Lawrence /CEO

Funding Allocation: \$249,000

Funding Allocation: \$40,000

Term: October 4, 2021 – October 3, 2022

Report Accounting Period: October 4, 2021 – January 31, 2021 (Report one), February 1, 2022 – May 31, 2021 (Report two), June 1, 2022 – October 3, 2022 (Report three)

[Provider should submit a narrative of any measurable outcomes achieved or goals met]

Produced at the conclusion of each reporting period. Provider will review the customized dashboard and discuss if any necessary adjustments in marketing and outreach need to be made.

EXHIBIT D

INSURANCE REQUIREMENTS

Before beginning any work under this Agreement, Provider, 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 services hereunder by the Provider and its agents, representatives, employees, volunteers, and subcontractors. Provider 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. Provider shall maintain the insurance policies required by this section throughout the term of this Agreement. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

City may approve reduced coverage amounts after review by the Finance Director and City Attorney.

1. **Workers' Compensation.** Provider 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 Provider. 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, Provider 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 Provider, 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.

Provider shall notify City within fourteen (14) days of notification from Provider's insurer if such coverage is suspended, voided, or reduced in coverage or in limits.

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

2. **General/Commercial Liability Insurance.**

2.1 **General requirements.** Provider, at its own cost and expense, shall maintain commercial general liability or general liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00). The commercial general liability or general liability insurance shall be per occurrence, combined single limit

coverage for risks associated with the work contemplated by this Agreement. If a commercial general or general liability insurance 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.

2.2 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 Provider, including the insured's general supervision of Provider; products and completed operations of Provider; premises owned, occupied, or used by Provider; and automobiles owned, leased, or used by the Provider. 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 Provider 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. Provider shall notify City within fourteen (14) days of notification from Provider's insurer if such coverage is suspended, voided, or reduced in coverage or in limits.

2.3 Sexual Molestation and Abuse Coverage. [INTENTIONALLY OMITTED]

3. Automobile Liability Insurance.

3.1 General requirements. Provider shall ensure that any volunteers, agents, and associates carrying out services associated with this Agreement who use a personal vehicle to

carry out those services have automobile insurance coverage that meets the minimum legal requirements in California.

3.2 **Minimum scope of coverage.** [INTENTIONALLY OMITTED]

3.3 **Additional requirements.** [INTENTIONALLY OMITTED]

4. **All Policies Requirements.**

4.1 **Verification of coverage.** Prior to beginning any work under this Agreement, Provider 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.

4.2 **Subcontractors.** Provider 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.

4.3 **Deductibles and Self-Insured Retentions.** Provider 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, Provider 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 Provider 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.

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

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, Provider shall provide written notice to City at Provider's earliest possible opportunity and in no case later than five (5) days after Provider is notified of the change in coverage.

3865165.1

MEMORANDUM



ITEM 9.3.

DATE: October 4, 2021
TO: Honorable Mayor and Council Members
FROM: Amanda Norton, Economic Development Manager
SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2021-277 WITH UDACITY, INC., IN AN AMOUNT NOT TO EXCEED \$160,000 FOR WORKFORCE RECOVERY PROGRAM SERVICES**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to Execute Contract No. 2021-277 with Udacity, Inc. in an amount not to exceed \$160,000 to provide Workforce Recovery Program services.

BACKGROUND

City Council held visioning sessions in January and February of 2021 to discuss potential initiatives to fund using the tax proceeds from Measure R. Measure R was passed by the voters in November 2020. One of the expected outcomes from the use of Measure R is to “create resilient jobs and workforce development.” In response to the City Council’s vision, staff drafted the Workforce Recovery Program Notice of Funding Availability (NOFA). The received proposals are looking to offer a wide array of training opportunities to the residents of Rancho Cordova. The Program hopes to provide residents with access to training that will allow them to further progress in their chosen career path or embark on a new career path, the new skills will likely change the economic trajectory of their household.

Udacity, INC (“Udacity”) to the NOFA. As the COVID-19 pandemic continues to heavily impact the City’s business and residential community, Udacity will be providing Rancho Cordova residents:

- Access to a Tech Career Incubator (TCI) program which includes a 4-month program resulting in a data analytics certification or an Introductory programming certification.

- At the completion of training, trainees will be provided access to hiring events organized by local stakeholders, and Udacity coordinates with those employers to promote key roles. The purpose of the program is to provide residents with a new skill set with a goal to have a positive career impact or lead into new employment or a new career.

FISCAL IMPACT AND FUNDING SOURCE

The cost associated with Contract No. 2021-277 with Udacity, Inc. would be funded through Measure R.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2021-277

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2021

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT
AGREEMENT NO. 2021-277 WITH UDACITY INC IN AN AMOUNT NOT TO EXCEED
\$160,000 FOR WORKFORCE RECOVERY PROGRAM SERVICES FOR FISCAL YEAR 2021-
2022**

WHEREAS, the City of Rancho Cordova (the “City”) wishes to contract with Udacity Inc. for Workforce Recovery Program services for fiscal year 2021-2022; and

WHEREAS, the City would like to enter into an Agreement 2021-277 (the “Agreement”) with Udacity Inc. in an amount not to exceed \$160,000 to provide Workforce Recovery Program Services to the residents of Rancho Cordova to continue the recovery from the COVID-19 pandemic; and

WHEREAS, the City and Udacity have negotiated the Agreement substantially in the form on file with the City Clerk that sets forth the requirements for Udacity services; and

WHEREAS, there are sufficient funds budgeted to cover the costs of the Agreement; and

WHEREAS, the Agreement is in the best interest of the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

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

1. The above recitals and true and are incorporated herein by this reference.
2. The City Manager is hereby authorized to execute Contract Agreement 2021-277 with Udacity Inc., in a form acceptable to the City Attorney, and to execute all other documents and to take such actions as necessary to carry out the intent of this Resolution.
3. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 4th day of October 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Garrett Gatewood, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

AGREEMENT BETWEEN CITY OF RANCHO CORDOVA
AND UDACITY, INC.
FOR USE OF CITY FUNDS

This Agreement (this “Agreement”) is entered into by and between the City of Rancho Cordova, a California municipal corporation (“City”), and Udacity Inc., a Corporation (“Provider”) as of October 4, 2021.

Whereas, the City has allocated funds to Provider for the purpose of providing up to 50 Rancho Cordova residents with access to a Tech Career Incubator (TCI) a 4-month upskilling program that will help them to be able to develop and build new skills to remain competitive for in-demand careers.

Whereas, the COVID-19 pandemic forced many residents out of work and are now looking to re-enter the workforce; and

Whereas, the Provider will partner with community-based organizations to recruit residents and market the program; and

Whereas, there are many uncertainties with the COVID-19 pandemic, and while California has moved past its “Blueprint for a Safer Economy,” there may be future state and/or Sacramento County actions and/or orders which may restrict or prohibit certain activities. This includes workforce development initiatives.

City and Provider agree as follows:

1. Programs and Services. Provider will provide the services described in Exhibit A, entitled “Scope of Work.”
2. Term. The term (the “Term”) of this Agreement is set forth in Exhibit A.
3. Funding and Use of Funds. City has allocated funds to Provider in the amount of One Hundred and Sixty Thousand Dollars (\$160,000). The funds shall be disbursed to Provider as set forth in Exhibit A and shall be used by Provider solely for the purposes, and subject to the terms, set forth in Exhibit A.
 - a. Failure to use the funds for the purposes described in Exhibit A and pursuant to the terms of this Agreement shall be considered a material breach of this Agreement. Provider shall reimburse City for such funds and may be required to reimburse City for all funds allocated.
 - b. Minor changes in the use of funds may be approved in writing by the City Manager or his or her designee. “Minor” means a change of use for no more than

thirty percent (30%) of the funds allocated to Provider, or a change that does not alter the core objectives of the service provided with the funds.

4. Unexpended Funds. See Exhibit A

5. Timeliness. Due to the ongoing uncertainty caused by the COVID-19 pandemic, grantees will have 60 days following the receipt of their grant funding Agreement to provide the required insurance documents and IRS Form W-9 to the City needed to execute the Agreement. This is being done to help mitigate delay of the project and/or the inability to complete the project during the proposed Term.

6. No Guaranty. Provider hereby agrees to not make any representations or guaranties, directly or indirectly, with respect to employment prospects, income potential or transferability of academic credits and certifications to participants in the program to be provided by Provider through the funding provided under this Agreement. No such guaranty will be made in any marketing materials, recruitment materials, program materials, lesson plans, instruction, or by any of Provider's representatives, agents or employees. Provider hereby agrees to indemnify and 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, damages or demands arising from or caused by any representations or guarantees Provider makes to participants of its program with respect to employment prospects, potential income, or transferability of academic credits or certifications from participation in the program.

7. Documents, Reports and Records.

7.1 Record Retention. Provider shall maintain, during the term of this Agreement and for two (2) years after termination of this Agreement consistent with City policies, a complete and current set of financial and statistical records of all its activities which shall clearly reflect the application and use of the funds received from City. All expenditures of the funds granted pursuant to this Agreement must be only for the items set forth in Exhibit A hereto and must be documented by receipts, cancelled checks, credit card statements, or other evidence acceptable to City, which clearly document the amount and purpose of the expenditure. Expenditures for which there is no documentation are not eligible for funding under this Agreement.

7.2 Inspection of Records. All records required to be retained pursuant to Section 7.1 shall be subject to reasonable inspection or audit by City at any reasonable time during the normal and usual business hours of Provider. Recognizing, however, that Provider may from time-to-time render services to recipients that are personal and confidential in nature, City will always maintain that confidentiality and will not require a public record to be made or provided that would serve to violate the confidentiality requirements of Provider. Any inspection or audit shall be made by City's Finance Director, or a designee of the Finance Director.

7.3 Required Reports. Provider shall file Exhibit B, “Report Of Use of City Funds,” with the City on or before the dates set forth on Exhibit B. If payments of City funds are to be distributed in more than one installment, distribution of the second and any subsequent distributions will not be made until any required reports have been filed and approved by the City Manager or his or her designee. Provider shall file Exhibit C, “Outcomes Report,” with City on or before the date set forth on Exhibit A. Provider shall file the Reports with the City as set forth in Section 14, Notices, below.

7.4 Allocation and Payment of Funds. City shall pay Provider pursuant to the schedule set forth in Exhibit A.

8. Non-Discrimination. Provider agrees that in the performance of this Agreement and in the provision of any services funded in whole or in part by the grant made by City to provider pursuant to this Agreement, Provider shall not discriminate against any employee, recipient of Provider’s services, or any other person, on the basis of a person’s race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, gender, or sexual orientation. In the event that Provider is a religious organization, Provider shall also not condition receipt of any of the services funded by the grant made pursuant to this Agreement upon participation in any religious instruction or service.

9. Indemnification. Provider 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 Provider or its employees, subcontractors, volunteers, 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 Provider shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the gross negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the willful or negligent actions of Provider 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 Provider 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 Provider 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 such insurance policies shall have been determined to apply. By execution of this Agreement, Provider acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

10. Insurance. Provider shall comply with the insurance requirements contained in Exhibit D, “Insurance Requirements,” and shall procure, at its own cost and expense all insurance coverages listed in Exhibit D before commencing services, projects, or programs

with allocated City funds. Provider shall provide proof of such coverage, including certificates of insurance and endorsements, prior to receiving City funds.

11. Attribution. Provider shall include the following language in all printed materials or electronic communications promoting or describing the programs and services to be provided pursuant to this Agreement: “Supported in part by Measure R from the City of Rancho Cordova.” That language shall be in proportional type size to the total area of the printed material. If the funds provided herein are used to build or install a structure or improvement to property or a building, including, but not limited to, building improvements, playground or sports facilities, or art installations, or is used to fund the purchase of a vehicle on which signage will be placed, Provider shall include the attribution noted above on a permanent sign located at the site of the project or the signage located on the vehicle.

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

13. 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.

14. Notices. Any approval, document or other notice which either party may desire to give to the other party under this Agreement must be in writing and may be given by first class mail, postage prepaid, or reputable overnight delivery service or personal delivery addressed to the party to whom the notice is directed as set forth below, or at any other address as that party may later designate:

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

To Provider: Udacity Legal
Udacity Inc.
2440 W. El Camino Real
Mountain View, CA 94040

Any written notice, demand or communication shall be deemed received immediately if delivered by hand or upon the third day from the date it is postmarked if delivered by first class, registered or certified mail.

15. Interpretation. This Agreement will be performed entirely within California and shall be construed in accordance with the laws of the State of California and any action

ITEM 9.3.

ATTACHMENT 2 Contract No.: 2021-277

to enforce the terms of this Agreement must be brought in the County of Sacramento, State of California.

16. Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that venue 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.

17. Attorneys' Fees. In the event any proceeding, or action is brought in connection with the enforcement of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, including those on appeal.

18. Amendments. The parties may amend this agreement only by a writing signed by all parties.

19. Integration. This Agreement, including Exhibits A, B, C, and D, attached hereto, and incorporated herein, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. If there are any conflicts between the Exhibits to this Agreement and this Agreement, this Agreement shall control.

20. IRS Form W-9. Provider shall complete and submit Internal Revenue Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have the ability to waive this requirement.

Signatures on following page.

ITEM 9.3.

ATTACHMENT 2
Contract No.: 2021-277

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:

PROVIDER:

Cyrus Abhar
City Manager

Seamus Hennessy
CFO

Date: _____

Date: _____

Attest:

Stacy Leitner, CMC
City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren
City Attorney

EXHIBIT A
SCOPE OF WORK

Online Course Licenses	Number of Scholarship Participants	Term	Rate	Ext. Amount
Planning ,Marketing, Administration and Scholarship Management (See Description below)	N/A	Throughout the Term	N/A	\$0
Nanodegree Programs available on Udacity platform: 1. Intro to Programming Or 2. Business Analytics <i>Udacity will work with eligible students to enroll them in one of the two programs listed above.</i>	40 - 50	4 months access	\$3,200 per learner	\$160,000

Invoicing. Udacity shall submit the invoice as follows:

\$20,000

Two weeks after program sourcing and Student list has been finalized, first ~~Use of Funds and~~ Outcomes Report have been received, reviewed, and approved by the City.
 October 4, 2021 – January 31, 2021 (Report one)

\$70,000

Two weeks after Program launch, second ~~Use of Funds and~~ Outcomes Report have been received, reviewed, and approved by the City, and provided that at least 40 eligible students (80% of agreed upon residents) have been enrolled.

This amount less any unused funds due to enrollment figures of eligible students below 50 (\$3,200 for each participant).

February 1, 2021 – May 31, 2022 (Report two)

\$70,000

Two weeks after the Program graduation date, the third ~~Use of Funds and~~ Outcomes Report have been received, reviewed and approved by the City.

June 1, 2022 – October 31, 2022 (Report three)

 \$160,000 Total

Udacity Obligations. Udacity shall provide the following Services for the Scholarship Program:

Planning, Administration and Scholarship Management

Work with City's predefined response or scope to design and build the appropriate learning path for participants, if applicable, in Scholarship Program.

~~Provider shall only offer enrollment in the nanodegree program to current Rancho Cordova Residents.~~

Deliver above-described end user Nanodegree program Scholarship Term Subscriptions, provided by Udacity to the City (the "Scholarships").

Work with the City designated groups to provide applications and challenges, if any, to prospective Scholarship Participants.

Provide access to Scholarship Participants to the Udacity Services.

Provide program management - administration, support, and learning reporting and post-graduation surveys to generate success metrics.

Will provide a minimum of 40 and up to 50 Participants 4 month long subscriptions for scholarship recipients in target Nanodegree program on the topics described above.

Scholarship program management (e.g., interest form, scholarship community engagement, enrollment of scholarship recipients into relevant Nanodegree programs).

Promotional activities that Udacity will conduct with the support and approval of the City will include, but are not limited to, landing pages for scholarship program as well as activations across blog, social, and email. The Marketing plan will be outlined in a separate document and is subject to the written agreement of Udacity and the City. Administration and management of registration, enrollment, and reporting of the City-sponsored scholarship subscriptions and all of the registration to the City and students, as may be applicable, enrollment and reporting of course participants.

Udacity's Reporting Responsibilities to the City:

Report of Use of City Funds: At the conclusion of the first nanodegree program, at the conclusion of the second nanodegree program, and at the conclusion of the third nanodegree program, no later than October 30, 2022. The Reports shall include copies of documentation for all expenditures of the funds granted pursuant to this Agreement. Such documentation may include time-keeping reports, receipts, cancelled checks, credit card statements, or other evidence acceptable to City, and must clearly document the amount and purpose of the

expenditure. Expenditures which are not so documented are not eligible for funding under this Agreement.

Outcomes Report: Produced at the conclusion of each nanodegree program. The Report shall describe the services and/or programs provided, and number of participants or attendees.

Number of Foundations Course scholarships awarded, engagement and progress towards a certificate of completion of each Scholarship recipient, Reporting Details as outlined by Exhibit B and C.

Number of Udacity students who participate.

Number of Scholarship Applications completed, and number initiated (i.e., interest form).

Aggregated demographic information (if submitted on interest form and Udacity has obtained all permissions, if necessary, to share such information with the City).

Nanodegree Scholarships Awarded, and Engagement, and Progress for each Scholarship Recipient.

Use contact information and introduction(s) to authorize entities provided by the City for the purposes of distributing the Nanodegree scholarship, if applicable.

Jointly market and promote the scholarship program with the City and the Udacity foundations course and scholarship challenge (see Joint Marketing Activities).

Program Duration.

The program duration is consistent with the length of one full term in the Nanodegree program the student enrolls in, a maximum of four (4) months from the enrollment date.

Enrollments will be processed in conjunction with Nanodegree program term start dates.

All terms must be completed within four (4) months from enrollment date.

All students must complete their Nanodegree program within the schedule for their respective nanodegree program. Scholarships announced and applications open: To be mutually agreed upon by both parties at a later date.

Nanodegree scholarships awarded: Listed in the table above.

JOINT MARKETING ACTIVITIES

ITEM 9.3.

ATTACHMENT 2 Contract No.: 2021-277

Marketing Period: To be mutually agreed upon by both parties at a later date.

Marketing Responsibilities:

Udacity agrees that it shall not do any marketing with respect to the Scholarship Program without the City's express prior written consent.

The City and Udacity's marketing teams will jointly determine a Public Relations and marketing plan to support this program.

The City agrees to contribute to the co-marketing of the program listed here through marketing channels mutually agreed upon by the parties, which may include blog/website, email campaigns to relevant audiences, and other channels as mutually agreed to.

EXHIBIT B

REPORT OF USE OF CITY FUNDS

Address: [Udacity](#)
20002440 W El Camino Real
Mountain View, CA 94040

Telephone: (650)938-9090
Email: seamus.hennessy@udacity.com
Contact Person/Title: Seamus Hennessy/CFO

Funding Allocation: \$160,000

Term: October 4, 2021 – October 30, 2022

Report Accounting Period: At the establishment of the student list (Report one), at the conclusion of program launch (Report two), and at the program graduation (Report three)

City funds received during reporting period:

City funds expended during reporting period (please attach all receipts and proof of payments made using City funds): *[this should include a total and what it was spent on, including any line items, if applicable, and attach receipts or proof of expenditures]*

Units of service provided during this period (if applicable):

Units of service provided to City Residents during this period (if applicable):

The Report shall include copies of documentation for all expenditures of the funds granted pursuant to this Agreement. Such documentation may include time-keeping reports, receipts, cancelled checks, credit card statements, or other evidence acceptable to City, and must clearly document the amount and purpose of the expenditure. Expenditures which are not so documented are not eligible for funding under this Agreement.

EXHIBIT C
OUTCOMES REPORT

Address: [Udacity](#)
2440 W El Camino Real
Mountain View, CA 94040

Telephone: (650)938-9090
Email: seamus.hennessy@udacity.com
Contact Person/Title: Seamus Hennessy/CFO

Funding Allocation: \$160,000

Term: October 4, 2021 – October 30, 2022

Report Accounting Period: October 4, 2021 – January 31, 2021 (Report one), February 1, 2021 – May 31, 2022 (Report two), June 1, 2022 – October 30, 2022 (Report three)

[Provider should submit a narrative of any measurable outcomes achieved or goals met]

Produced at the conclusion of each reporting period. Provider will review the customized dashboard and discuss if any necessary adjustments in marketing and outreach need to be made.

EXHIBIT D

INSURANCE REQUIREMENTS

Before beginning any work under this Agreement, Provider, 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 services hereunder by the Provider and its agents, representatives, employees, volunteers, and subcontractors. Provider 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. Provider shall maintain the insurance policies required by this section throughout the term of this Agreement. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

City may approve reduced coverage amounts after review by the Finance Director and City Attorney.

1. **Workers' Compensation.** Provider 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 Provider. 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, Provider 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 Provider, 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.

Provider shall notify City within fourteen (14) days of notification from Provider's insurer if such coverage is suspended, voided, or reduced in coverage or in limits.

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

2. **General/Commercial Liability Insurance.**

2.1 **General requirements.** Provider, at its own cost and expense, shall maintain commercial general liability or general liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00). The commercial general liability or general liability insurance shall be per occurrence, combined single limit

coverage for risks associated with the work contemplated by this Agreement. If a commercial general or general liability insurance 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.

2.2 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 Provider, including the insured's general supervision of Provider; products and completed operations of Provider; premises owned, occupied, or used by Provider; and automobiles owned, leased, or used by the Provider. 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 Provider 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. Provider shall notify City within fourteen (14) days of notification from Provider's insurer if such coverage is suspended, voided, or reduced in coverage or in limits.

2.3 Sexual Molestation and Abuse Coverage. [INTENTIONALLY OMITTED]

3. Automobile Liability Insurance.

3.1 General requirements. Provider shall ensure that any volunteers, agents, and associates carrying out services associated with this Agreement who use a personal vehicle to

ITEM 9.3.

ATTACHMENT 2 Contract No.: 2021-277

carry out those services have automobile insurance coverage that meets the minimum legal requirements in California.

3.2 **Minimum scope of coverage.** [INTENTIONALLY OMITTED]

3.3 **Additional requirements.** [INTENTIONALLY OMITTED]

4. All Policies Requirements.

4.1 **Verification of coverage.** Prior to beginning any work under this Agreement, Provider 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.

~~4.2 **Subcontractors.** Provider 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.~~

Comment [AN1]: Provide clarification for recommending removal

~~4.3 **Deductibles and Self-Insured Retentions.** Provider 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, Provider 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 Provider 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. **Intentionally Omitted.**~~

Comment [AN2]: Provide clarification for recommending removal

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

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, Provider shall provide ~~written notice~~ to City at Provider's earliest possible opportunity and in no case later than ~~five~~ thirty (30) days after Provider is notified of the change in coverage.

Comment [AN3]: An email that you receive from the insurance provider should be supplied.

Comment [4]: Our carriers require 15-30 days to furnish these notices.

3881466.1

MEMORANDUM

ITEM 9.4.

DATE: October 4, 2021

TO: Honorable Mayor and Council Members

FROM: Amanda Norton, Economic Development Manager

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AGREEMENT NUMBER 2021-273 WITH COURSERA, INC IN AN AMOUNT NOT TO EXCEED \$315,000 FOR WORKFORCE RECOVERY PROGRAM SERVICES**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of Resolution will authorize the City Manager to sign Agreement No. 2021-273 with Coursera, Inc. in an amount not to exceed \$315,000 to provide Workforce Recovery Program services.

BACKGROUND

City Council held visioning sessions in January and February of 2021 to discuss potential initiatives to fund using the tax proceeds from Measure R. Measure R was passed by the voters in November 2020. One of the expected outcomes from the use of Measure R is to “create resilient jobs and workforce development.” In response to the City Council’s vision, staff drafted the Workforce Recovery Program Notice of Funding Availability (NOFA). The received proposals are looking to offer a wide array of training opportunities to the residents of Rancho Cordova. The Program hopes to provide residents with access to training that will allow them to further progress in their chosen career path or embark on a new career path, the new skills will likely change the economic trajectory of their household.

Coursera, Inc. responded to the NOFA. As the COVID-19 pandemic continues to heavily impact the City’s business and residential community, Coursera will be providing Rancho Cordova residents:

- Access to an online upskilling platform with over 4,000 courses with topics like business analytics, graphic design, python, and more.

The purpose of the program is to provide residents with new skill set with a goal to have a positive career impact or lead into new employment or a new career.

FISCAL IMPACT

The cost associated with Contract No. 2021-273 with Coursera, Inc. would be funded through Measure R.

ATTACHMENT(S)

1. Resolution
2. Professional Services Agreement Contract No. 2021–273

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2021

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT
AGREEMENT NO. 2021-273 WITH COURSERA, INC. IN AN AMOUNT NOT TO EXCEED
\$315,000 FOR WORKFORCE RECOVERY PROGRAM SERVICES FOR FISCAL YEAR 2021-
2022**

WHEREAS, the City of Rancho Cordova (the “City”) wishes to contract with Coursera INC. for Workforce Recovery Program services for fiscal year 2021-2022; and

WHEREAS, the City would like to enter into an Agreement 2021-273 (the “Agreement”) with Coursera INC. in an amount not to exceed \$315,000 to provide Workforce Recovery Program Services to the residents of Rancho Cordova to continue the recovery from the COVID-19 pandemic; and

WHEREAS, the City and Coursera INC. have negotiated the Agreement substantially in the form on file with the City Clerk that sets forth the requirements for Coursera INC. services; and

WHEREAS, there are sufficient funds budgeted to cover the costs of the Agreement; and

WHEREAS, the Agreement is in the best interest of the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

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

1. The above recitals and true and are incorporated herein by this reference.
2. The City Manager is hereby authorized to execute Contract Agreement 2021-273 with Coursera, INC, in a form acceptable to the City Attorney, and to execute all other documents and to take such actions as necessary to carry out the intent of this Resolution.
3. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 4th day of October, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Garrett Gatewood, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

AGREEMENT BETWEEN CITY OF RANCHO CORDOVA
AND COURSERA, INC.
FOR USE OF CITY FUNDS

This Agreement (this “Agreement”) is entered into by and between the City of Rancho Cordova, a California municipal corporation (“City” or “Organization”), and Coursera Inc., a Corporation (“Provider”) as of October 4, 2021.

Whereas, the City has allocated funds to Provider for the purpose of providing Rancho Cordova residents with access to their online upskilling platform to be able to develop and build new skills to remain competitive for in-demand careers.

Whereas, the COVID-19 pandemic forced many residents out of work and are now looking to re-enter the workforce; and

Whereas, the Provider’s Coursera for Government Program will partner with community-based organizations to recruit residents and market the program; and

Whereas, there are many uncertainties with the COVID-19 pandemic, and while California has moved past its “Blueprint for a Safer Economy,” there may be future state and/or Sacramento County actions and/or orders which may restrict or prohibit certain activities. This includes workforce development initiatives.

City and Provider agree as follows:

1. Programs and Services. Provider will provide the services described in Exhibit A, entitled “Scope of Work.”
2. Term. The term (the “Term”) of this Agreement is set forth in Exhibit A.
3. Funding and Use of Funds. City has allocated funds to Provider in the amount of Three Hundred and Fifteen Thousand Dollars (\$315,000). The funds shall be disbursed to Provider as set forth in Exhibit A and shall be used by Provider solely for the purposes, and subject to the terms, set forth in Exhibit A.
 - a. Failure to use the funds for the purposes described in Exhibit A and pursuant to the terms of this Agreement shall be considered a material breach of this Agreement.
 - b. Minor changes in the use of funds may be approved in writing by the City Manager or his or her designee. “Minor” means a change of use for no more than thirty percent (30%) of the funds allocated to Provider, or a change that does not alter the core objectives of the service provided with the funds.

4. **RESERVED**

5. Timeliness. Due to the ongoing uncertainty caused by the COVID-19 pandemic, grantees will have 60 days following the receipt of their grant funding Agreement to provide the required insurance documents and IRS Form W-9 to the City needed to execute the Agreement. This is being done to help mitigate delay of the project and/or the inability to complete the project during the proposed Term.

6. No Guaranty. Provider hereby agrees to not make any representations or guaranties, directly or indirectly, with respect to employment prospects, income potential or transferability of academic credits and certifications to participants in the program to be provided by Provider through the funding provided under this Agreement. No such guaranty will be made in any marketing materials, recruitment materials, program materials, lesson plans, instruction, or by any of Provider's representatives, agents or employees. Provider hereby agrees to indemnify and 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, damages or demands arising from or caused by any representations or guarantees Provider makes to participants of its program with respect to employment prospects, potential income, or transferability of academic credits or certifications from participation in the program.

7. Documents, Reports and Records.

7.1. Record Retention. Provider shall always maintain a complete and current set of financial and statistical records of all its activities which shall clearly reflect the application and use of the funds received from City. All expenditures of the funds granted pursuant to this Agreement must be only for the items set forth in Exhibit A hereto and must be documented by receipts, cancelled checks, credit card statements, or other evidence acceptable to City, which clearly document the amount and purpose of the expenditure. Expenditures for which there is no documentation are not eligible for funding under this Agreement.

7.2. Inspection of Records. All records required to be retained pursuant to Section 7.1 shall be subject to inspection or audit by City at any reasonable time during the normal and usual business hours of Provider. Recognizing, however, that Provider may from time-to-time render services to recipients that are personal and confidential in nature, City will always maintain that confidentiality and will not require a public record to be made or provided that would serve to violate the confidentiality requirements of Provider. Any inspection or audit shall be made by City's Finance Director, or a designee of the Finance Director.

7.3. Required Reports. Provider shall file Exhibit B, "Report Of Use of City Funds," with the City on or before the dates set forth on Exhibit A. If payments of City funds are to be distributed in more than one installment, distribution of the second and any subsequent distributions will not be made until any required reports

ITEM 9.4.

ATTACHMENT 2 Contract No.: 2021-273

have been filed and approved by the City Manager or his or her designee. Provider shall file Exhibit C, "Outcomes Report," with City on or before the date set forth on Exhibit C. Provider shall file the Reports with the City as set forth in Section 14, Notices, below.

7.4. Allocation and Payment of Funds: City shall distribute the funds to Provider as follows.

A. The City shall pay Provider pursuant to the schedule set forth in Exhibit A.

B. The City shall adhere to the Statement of Work as set forth in Exhibit A.

8. Non-Discrimination. Provider agrees that in the performance of this Agreement and in the provision of any services funded in whole or in part by the grant made by City to provider pursuant to this Agreement, Provider shall not discriminate against any employee, recipient of Provider's services, or any other person, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, gender, or sexual orientation. In the event that Provider is a religious organization, Provider shall also not condition receipt of any of the services funded by the grant made pursuant to this Agreement upon participation in any religious instruction or service.

9. Indemnification. Provider 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 Provider or its employees, subcontractors, volunteers, 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 Provider shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the gross negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Provider 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 Provider 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 Provider 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 such insurance policies shall have been determined to apply. By execution of this Agreement, Provider acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

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ATTACHMENT 2 Contract No.: 2021-273

10. Insurance. Provider shall comply with the insurance requirements contained in Exhibit D, “Insurance Requirements,” and shall procure, at its own cost and expense all insurance coverages listed in Exhibit D before commencing services, projects, or programs with allocated City funds. Provider shall provide proof of such coverage, including certificates of insurance and endorsements, prior to receiving City funds.

11. Attribution. Provider shall include the following language in all printed materials or electronic communications promoting or describing the programs and services to be provided pursuant to this Agreement: “Supported in part by Measure R from the City of Rancho Cordova.” That language shall be in proportional type size to the total area of the printed material. If the funds provided herein are used to build or install a structure or improvement to property or a building, including, but not limited to, building improvements, playground or sports facilities, or art installations, or is used to fund the purchase of a vehicle on which signage will be placed, Provider shall include the attribution noted above on a permanent sign located at the site of the project or the signage located on the vehicle.

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

13. 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.

14. Notices. Any approval, document, or other notice which either party may desire to give to the other party under this Agreement must be in writing and may be given by first class mail, postage prepaid, or reputable overnight delivery service or personal delivery addressed to the party to whom the notice is directed as set forth below, or at any other address as that party may later designate:

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

To Provider: Leah Belsky
 Coursera, Inc.
 381 E. Evelyn Avenue
 Mountain View, CA 94041

ITEM 9.4.

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Any written notice, demand or communication shall be deemed received immediately if delivered by hand or upon the third day from the date it is postmarked if delivered by first class, registered or certified mail.

15. Interpretation. This Agreement will be performed entirely within California and shall be construed in accordance with the laws of the State of California and any action to enforce the terms of this Agreement must be brought in the County of Sacramento, State of California.

16. Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that venue 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.

17. Attorneys' Fees. In the event any proceeding or action is brought in connection with the enforcement of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, including those on appeal.

18. Amendments. The parties may amend this agreement only by a writing signed by all parties.

19. Integration. This Agreement, including Exhibits A, B, C, and D, attached hereto, and incorporated herein, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. If there are any conflicts between the Exhibits to this Agreement and this Agreement, this Agreement shall control, except for matters involving the product table and Coursera User Licenses in which case Exhibit A shall control.

20. IRS Form W-9. Provider shall complete and submit Internal Revenue Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have the ability to waive this requirement.

Signatures on following page.

ITEM 9.4.

ATTACHMENT 2
Contract No.: 2021-273

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:

PROVIDER:

Cyrus Abhar
City Manager

Leah Belsky
Chief Enterprise Officer

Date: _____

Date: _____

Attest:

Stacy Leitner, CMC
City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren
City Attorney

EXHIBIT A SCOPE OF WORK

Organization: City of Rancho Cordova	
Billing Address: 2729 Prospect Park Dr Rancho Cordova, California 95670 United States City Contact Name: Ashley Kobe City Email: akobe@cityofranhocordova.org City Phone: (916) 851-8782	Ship To Address* (if different to Billing Address): 2729 Prospect Park Dr Rancho Cordova, California 95670 United States *"Ship To Address" is the location where the majority of Products will be consumed.
Coursera accepts ACH, Wire transfer, or check Payment Terms: Invoices shall be paid in 30 days of date of invoice Payment Schedule: Upon invoice First Invoice: Upon Execution	Does City need a purchase order number on the invoice? Yes No If Yes, please provide purchase order to accounts-receivable@coursera.org within 7 days after signing Agreement. U.S. customers: Sales Tax Exempt? Yes No

Product	Quantity	Order Term (months)	Start Date	End Date	Annual Unit Price	Total Price
Coursera User License	500	12	October 22, 2021	October 21, 2022	\$350	\$175,000
One-time: Coursera Registration Page						\$15,000

Total to be Invoiced Upon Execution (does not include local sales tax, where applicable): \$190,000

1. Term and Renewal Fees. The Term of this Agreement will be one (1) year from the License Start Date. The parties may renew the term for successive one-year Renewal Term(s) by entering into a signed renewal agreement. During the Term, on each anniversary of the License Start Date, Organization shall forfeit any unused User Licenses, Enrollments and/or uncompleted Courses.
2. License Start Date. "License Start Date" shall mean the date that Coursera gives "super administrator" access to Organization, which shall give Organization the ability to invite Users to access Content Services. The License Start Date shall be evidenced by an e-mail notification to Organization. License Start Date shall not occur unless full payment is received by Coursera.
3. Eligibility Criteria. Provider shall only distribute licenses to current Rancho Cordova Residents.
4. Transferability. User Licenses are transferable among Users, provided however, Users will lose paid access to all then-enrolled Courses if they are not holding a User License (or other paid Enrollment) through completion of such Courses.
5. Additional Licenses. During the term of the Agreement, Organization may purchase additional User Licenses that are coterminous with the Term of this Agreement by issuing a Purchase Order and setting forth the number of additional User Licenses to be purchased and the purchase price (each purchase is an "Additional Coterminous Purchase"), provided that each Additional Coterminous Purchase shall be subject to a minimum order size of at least 250 User Licenses. The applicable purchase price per User License for an Additional Coterminous Purchase shall be as set forth in the products table above.

TERMS AND CONDITIONS

1. Obligations.

As of the License Start Date (as defined herein and as further detailed in the attached Statement of Work), Coursera grants to Organization and its users (“Users”) a non-exclusive, non-transferable, revocable right to access and use the User Services and Content Services (collectively, “Services”) subject to the terms and conditions set forth in this Agreement. “User Services” means (i) customized landing page featuring the Organization logo and selected courses, (ii) User engagement reports, (iii) payment solution(s) that allow Users to seamlessly access premium course experiences and skip checkout, and (iv) enterprise-level User support. “Content Services” means access to Coursera’s Course and/or Specialization certificate service, including access to Course assessments and grades, for certain massive online open content offerings to be mutually agreed upon in writing by Coursera and Organization. “Courses” or “Specializations” means courses and specializations from the world’s top universities and instructors, for consumption via the proprietary platform developed by Coursera (“Platform”). “User License” means the right for a single User to access the Content Services for an unlimited number of Enrollments. “Enrollment” means registration to participate in a single Course, and such Enrollment shall be deemed used once a User registers for a Course and does not either (i) manually opt out or (ii) automatically unenroll due to low activity, in both cases during the trial period. If a Course or Specialization becomes unavailable prior to the end of the Term, Coursera may replace such Course or Specialization with a reasonable alternative Course or Specialization agreed upon by the City. The Courses and Specializations offered in the Coursera for Government catalogue are determined by such factors as availability, pricing, and/or other restrictions. “LMS Integration” shall mean that Coursera will configure the Coursera for Government API’s data exchange to the specifications for Organization’s learning management system (“LMS”) to enable the LMS to sync with the Coursera for Government APIs. “LMS Maintenance” for such LMS Integration shall include addressing defects and apparent bugs, release management, and guidance in setup and administration. Maintenance shall not include integration with a different LMS provider or additional development work that may be required as a result of Organization’s LMS customization or a significant LMS version release. The Parties will mutually agree on the scope of ongoing LMS maintenance. Organization shall reasonably and timely provide Coursera with all requested materials, APIs, systems information, and any other cooperation necessary to allow the LMS Integration to be implemented (including testing and debugging).

- a. In order to implement Single Sign-On (“SSO”), Organization shall reasonably and timely provide Coursera with all requested materials, APIs, systems information, Course and/or Specialization choices, and any other cooperation necessary to allow the Platform to be implemented (including testing and debugging) on or before the License Start Date. Organization’s unrestricted access to Coursera’s full catalogue shall include Courses and Specializations available to Coursera for Government (excluding any content for which creators have opted out of the Coursera for Government catalogue, and industry and credit-eligible and/or credit-bearing university certificate programs).
- b. Organization will collaborate with Coursera to jointly market and promote the relationship contemplated by this Agreement as well as the value of Coursera services to Organization. Coursera may, in accordance with Organization’s branding guidelines, use Organization’s name and logo(s) to list Organization as a customer and create mutually acceptable case studies highlighting the relationship of the Parties. Coursera may identify Organization and provide the number of participating Organization Users to the creators and instructors of Courses and/or Specializations accessed by Organization’s Users. In addition, the Parties may, subject to mutual agreement as to the specific content, issue joint publicity materials, including, but not limited to, press releases. Other than as set forth herein, neither Party will, without the prior written approval of the other Party, issue any public statements or promotional materials disclosing the existence of this Agreement or the performance of Services hereunder.
- c. The Parties will cooperate to ensure each User’s compliance with Coursera’s user policies. Each party will respect the confidentiality and privacy of such User data and operate in accordance with applicable law with respect to its use and handling of same, subject to the data protection terms located at the following link shall be incorporated into this Agreement: <https://www.coursera.org/about/privacy/data-protection-addendum>, and applicable law.
- d. The rights set out in Section 1(a) do not include the right to, and Organization will not (either directly or indirectly): (i) copy, sublicense, rent, lease, barter, swap, resell, or commercialize the Platform, Courses, or Specializations, in whole or in part; (ii) transfer, transmit, enable, or allow access to or use of the Platform, Courses, or Specializations, whether in whole or in part, by any means, to a third party; (iii) create external derivative works of the Platform, Courses, or Specializations; (iv) use the Platform, Courses, or Specializations in any manner that is fraudulent, deceptive, threatening, harassing, defamatory, unlawful, illegal, obscene, or otherwise objectionable in Coursera’s reasonable discretion; (v) “crawl,” “scrape,” “spider,” or otherwise copy or store any portion of the Platform, Courses, or Specializations for any purpose not contemplated under this Agreement (e.g., in order to mimic the functionality and/or output of the Platform, Courses, or Specializations, in whole or in part); (vi) disassemble, reverse engineer, decompile, or otherwise attempt to obtain the source code or underlying logic of any portion of the Platform, Courses, or Specializations; (vii) use the Platform, Courses, or Specializations as part of any machine learning or similar algorithmic activity; or (viii) publish or distribute

the Platform, Courses, or Specializations, or materials derived from the Platform, Courses, or Specializations, to third parties.

- e. **Reporting: Report of Use of City Funds:** Refer to reporting accounting period detailed in Exhibit C, final report due no later than October 21, 2022. The Reports shall include copies of documentation for all expenditures of the funds granted pursuant to this Agreement. Such documentation may include time-keeping reports, receipts, cancelled checks, credit card statements, or other evidence acceptable to City, and must clearly document the amount and purpose of the expenditure. Expenditures which are not so documented are not eligible for funding under this Agreement.
 - f. A Outcomes Report will be produced by Coursera at the conclusion of the reporting period described in Exhibit C. The Report shall describe the services and/or programs provided, and number of participants or attendees.
2. **Intellectual Property.** Coursera retains all rights, titles, and interests in and to the Platform, Courses, and Specializations and improvements thereto, together with any tools, materials, specifications, guidelines, and instructions provided by Coursera to Organization, as well as all intellectual property rights, including all copyrights, trademarks, patents, rights in databases, goodwill, trade secrets, and moral rights. Organization will not remove, obscure, or alter any copyright or trademark notices or other notices provided in or through the Platform, Courses, or Specializations. Any rights not expressly granted to Organization in this Agreement are reserved by Coursera.
 3. **Fees and Billing.** Coursera will invoice Organization for the Fees set forth herein upon execution of this Agreement. Organization will pay the invoice on the payment terms set forth in this Agreement. All Fees hereunder are non-cancelable and non-refundable upon the execution of this Agreement, or the issuance of any invoice by Coursera.
 4. **Taxes.** Organization will be responsible for the payment of all federal, state, and local sales, use, value added, or other taxes that are levied or imposed on it by reason of the transactions under this Agreement (other than for taxes based on Coursera’s income). If a Party is required to pay any taxes for which the other Party is responsible, then the taxes will be billed to and paid by such other Party. For the avoidance of doubt, only withholding tax obligations of Organization required by a valid applicable regulation, if any, may be deducted from the amount payable to Coursera by Organization. In the event that Organization deducts a withholding tax, upon request, Organization shall provide Coursera with applicable evidence of reporting such deduction to the applicable tax authority, such as a withholding tax payment certificate, within 30 days of the date of request. If Organization is claiming tax exempt status, Organization shall provide sufficient evidence of tax exemption status from applicable state, federal, and local taxes.
 5. **[Intentionally Omitted].**
 - a. **Termination for Breach.** Either Party may suspend performance or terminate this Agreement if: (i) the other Party is in material breach of the Agreement and fails to cure such breach within thirty (30) days after receipt of written notice; or (ii) the other Party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety (90) days.
 - b. **Effects of Expiration or Termination.** Upon expiration or termination of this Agreement for any reason: (i) all rights granted and obligations incurred by one Party to the other that are intended to cease upon expiration or termination will cease immediately; (ii) upon request each Party will promptly return or destroy all Confidential Information of the other Party; and (iii) all Services shall immediately cease.
 6. **Confidential Information.**
 - a. **Obligations.** Each Party will: (i) protect the other Party’s Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (ii) not disclose the Confidential Information, except to affiliates, employees, and agents who need to know it and who have agreed in writing to keep it confidential and who are trained and reliable. Each Party (and any affiliates, employees, and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill obligations under this Agreement, while using reasonable care to protect it. Each Party is responsible for any actions of its affiliates, employees, and agents in violation of this section. “Confidential Information” means information disclosed by a Party to the other Party under this Agreement that is marked as confidential or would normally be considered confidential under the circumstances.
 - b. **Exceptions.** Confidential Information does not include information that: (i) the recipient of the Confidential Information already knew; (ii) becomes public through no fault of the recipient; (iii) was independently developed by the recipient; or (iv) was rightfully given to the recipient by another Party.
 - c. **Required Disclosure.** Each Party may disclose the other Party’s Confidential Information when required by law and must notify the other party of such disclosure.
 7. **Representations and Disclaimers.**

- a. Representations. Each Party represents that: (i) it has full power and authority to enter into the Agreement; and (ii) it will comply with all laws and regulations applicable to its performance of its obligations under this Agreement. Notwithstanding any other provision of this Agreement, neither Party shall take any action or omit to take any action under this Agreement or in connection with its business that would cause it to be in violation, in any applicable jurisdiction, of: (i) anticorruption laws and regulations, including but not limited to the Foreign Corrupt Practices Act (U.S) and The Bribery Act 2010 (U.K.); or (ii) anti-money laundering laws or regulations. Organization represents that it is in compliance with the various economic sanctions programs administered by the U.S. Department of Treasury's Office of Foreign Assets Control and that Organization is not currently listed on any Excluded or Denied Party List maintained by any U.S. Government agency.
- b. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, AND NONINFRINGEMENT. COURSERA PROVIDES ITS PRODUCTS AND SERVICES "AS IS" AND DOES NOT WARRANT THAT THE OPERATION OF ITS PRODUCTS AND SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED. COURSERA MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH ITS PRODUCTS AND SERVICES.
8. **Government Contracts.** If this Agreement is entered into by a U.S. Government agency, the Agreement shall be modified as follows:
- dd the following paragraph (c) to Paragraph 6, "Termination": "Termination for the Government's convenience. Organization reserves the right to terminate this Agreement, or any part hereof, for its sole convenience. In the event of such termination, Coursera shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this Agreement, Coursera shall be entitled to receive and retain payment in the amount of the Agreement price, plus reasonable charges Coursera can demonstrate to the satisfaction of Organization using its standard record keeping system, have resulted from the termination. Coursera shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give Organization any right to audit Coursera's records. Coursera shall not be paid for any work performed or costs incurred which reasonably could have been avoided."
- a. Add the following to Paragraph 7(c), "Confidential Information – Required Disclosures": "Any provisions that require Organization to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. § 552."
- b. Remove Paragraph 10(a), "Indemnification - By Organization."
- c. Replace Paragraph 12(b), "Miscellaneous - Assignment" with the following: "All clauses regarding assignment are subject to FAR clause 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements."
- d. Replace Paragraph 12(i), "Miscellaneous - Governing Law" with the following: "This Agreement shall be governed by and interpreted according to applicable federal law. Any disputes involving the Agreement shall be handled in accordance with FAR clause 52.212-4(d), "Disputes."
- e. If this Agreement is entered into by a U.S. Government agency or in support of a U.S. Government contract, Coursera expressly rejects any Federal Acquisition Regulation (FAR) clause or FAR agency supplemental clause that is not a required flowdown for a firm-fixed-price, commercial item subcontract. Only the FAR clauses below are incorporated herein and are made part of this Agreement, provided the conditions described below apply to the Agreement, and all other FAR and FAR agency supplemental clauses are hereby rejected, unless Coursera expressly agrees to such clauses in writing.
- 52.203-13 Contractor Code of Business Ethics and Conduct (Oct 2015) (if the Agreement exceeds \$5.5M and has a performance period of more than 120 days)
- 52.219-8 Utilization of Small Business Concerns (Oct 2014)
- 52.222-21 Prohibition of Segregated Facilities (Apr 2015)
- 52.222-26 Equal Opportunity (Sep 2016)
- 52.222-35 Equal Opportunity for Veterans (Oct 2015) (if the Agreement equals or exceeds \$150,000)
- 52.222-36 Equal Opportunity for Workers with Disabilities (Jul 2014) (if the Agreement exceeds \$15,000)
- 52.222-37 Employments Reports on Veterans (Feb 2016) (if the Agreement equals or exceeds \$150,000)
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)
- 52.222-50 Combating Trafficking in Persons (Mar 2015)
- 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)
- f.
10. [Intentionally Omitted]
11. **Limitation of Liability.**
- a. Limitation on Indirect Liability. NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.
- b. Limitation on Amount of Liability. NEITHER PARTY MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNT PAID OR PAYABLE BY ORGANIZATION TO COURSERA FOR THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE A CLAIM ALLEGING LIABILITY UNDER THIS SECTION IS RAISED BY EITHER PARTY.
- c. Exceptions to Limitations. These limitations of liability do not apply to breaches of confidentiality obligations, violations of a Party's intellectual property rights by the other Party, or indemnification obligations.
12. **Miscellaneous.**
- a. Assignment. Neither Party may assign or transfer any part of this Agreement without the written consent of the other Party, except to an affiliate, but only if: (a) the assignee agrees in writing to be bound by the terms of this Agreement; and (b) the assigning Party remains liable for obligations incurred under the Agreement prior to the assignment. Any other attempt to transfer or assign is void.
- b. Severability. If any provision of this Agreement is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose, and the remainder of this Agreement will continue in full force and effect.
- c. No Agency. The parties are independent contractors, and this Agreement does not create an agency, partnership, or joint venture.
- d. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.
- e. Equitable Relief. Nothing in this Agreement will limit either Party's ability to seek equitable relief.
- f. Survival. Those provisions that by their nature should survive termination of this Agreement, will survive termination of this Agreement.
- g. Entire Agreement. This Agreement, and all documents referenced herein, is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject. The terms located at a URL and referenced in this Agreement are hereby incorporated by this reference.
- h. Counterparts. The parties may enter into this Agreement in counterparts, including facsimile, PDF, or other electronic copies, which taken together will constitute one instrument.

[The remainder of this column left intentionally blank.]

**Statement of Work
Implementation Workflow & License Start Date**

IMPORTANT: The License Start Date listed in the Agreement will be strictly adhered to.

This document provides the expectations and requirements in order to assist the parties in properly preparing for the License Start Date.

On the License Start Date, Coursera shall have:

- i. At least set up Organization's Coursera portal; and
- ii. At least set up 1 learning program with access to Coursera content.

Between the Effective Date and License Start Date, in order to ready Organization's Coursera platform, Organization shall:

- i. Provide Coursera with sufficient access to their:
 - a. **Executive Sponsor** to act as a point of escalation;
 - b. **Business Owner** responsible for all commercial conversations;
 - c. **Technical Lead** for technical assistance during implementation; and
 - d. **Project Manager** to deliver all relevant information to Coursera; and
 - e. **Academic Head (Dean of Academics / HODs)** to finalize academic integration use case during implementation (Coursera for Campus customers only)
- ii. Provide Coursera with reasonable assistance, cooperation, information and data necessary to ready Organization's Coursera portal and typically including:
 - a. At least the number of learner emails to match the number of licenses purchased or details of email domains to be pre-approved for access;
 - b. Information on the courses to be configured in Organization's learning programme(s);
 - c. Engagement from the people aligned to the Organization's roles listed above, as well as the first name, last name, and email address of the administrator, to ensure the timely completion of required actions from both parties; and
 - d. Other information pertinent to the successful configuration and launch of Organization's Coursera portal.

Please note that if Organization does not provide the access and assistance listed above, Organization's Coursera portal may use a standard configuration and the License Start Date shall not change.

EXHIBIT B
REPORT OF USE OF CITY FUNDS

Address: 381 E. Evelyn Avenue
Mountain View, CA 94041

Telephone: 360-356-4461

Email: scombs@coursera.org

Contact Person/Title: Sam Combs/Government Partnerships

Funding Allocation: \$315,000

Term: October 4, 2021 – October 22, 2022

Report Accounting Period: October 4, 2021 – December 31, 2021 (Report one), January 1, 2022 – March 31, 2021 (Report two), April 1, 2022 – October 22, 2022 (Report three)

City funds received during reporting period:

City funds expended during reporting period (please attach all receipts and proof of payments made using City funds): *[this should include a total and what it was spent on, including any line items, if applicable, and attach receipts or proof of expenditures]*

Units of service provided during this period (if applicable):

Units of service provided to City Residents during this period (if applicable):

The Report shall include copies of documentation for all expenditures of the funds granted pursuant to this Agreement. Such documentation may include time-keeping reports, receipts, cancelled checks, credit card statements, or other evidence acceptable to City, and must clearly document the amount and purpose of the expenditure. Expenditures which are not so documented are not eligible for funding under this Agreement.

EXHIBIT C
OUTCOMES REPORT

Address: 381 E. Evelyn Avenue
Mountain View, CA 94041

Telephone: 360-356-4461

Email: scombs@coursera.org

Contact Person/Title: Sam Combs/Government Partnerships

Funding Allocation: \$315,000

Term: October 4, 2021 – October 22, 2022

Report Accounting Period: October 4, 2021 – December 31, 2021 (Report one), January 1, 2022 – March 31, 2021 (Report two), April 1, 2022 – October 22, 2022 (Report three)

[Provider should submit a narrative of any measurable outcomes achieved or goals met]

Produced at the conclusion of each reporting period. Provider will review the customized dashboard and discuss if any necessary adjustments in marketing and outreach need to be made.

EXHIBIT D

INSURANCE REQUIREMENTS

Before beginning any work under this Agreement, Provider, 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 services hereunder by the Provider and its agents, representatives, employees, volunteers, and subcontractors. Provider 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. Provider shall maintain the insurance policies required by this section throughout the term of this Agreement. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

City may approve reduced coverage amounts after review by the Finance Director and City Attorney.

1. **Workers’ Compensation.** Provider 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 Provider. 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, Provider 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 Provider, 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.

Provider shall notify City within fourteen (14) days of notification from Provider’s insurer if such coverage is suspended, voided, or reduced in coverage or in limits.

The requirement to maintain Statutory Workers’ Compensation and Employer’s Liability Insurance shall be waived by the City upon written verification that Provider does not have any employees.

2. **General/Commercial Liability Insurance.**

2.1 **General requirements.** Provider, at its own cost and expense, shall maintain commercial general liability or general liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00). The commercial general liability or general liability insurance shall be per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a commercial

general or general liability insurance 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.

2.2 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 Provider, including the insured's general supervision of Provider; products and completed operations of Provider; premises owned, occupied, or used by Provider; and automobiles owned, leased, or used by the Provider. 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 Provider 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. Provider shall notify City within fourteen (14) days of notification from Provider's insurer if such coverage is suspended, voided, or reduced in coverage or in limits.

2.3 Sexual Molestation and Abuse Coverage. [INTENTIONALLY OMITTED]

3. Automobile Liability Insurance.

3.1 General requirements. Provider shall ensure that any volunteers, agents, and associates carrying out services associated with this Agreement who use a personal vehicle to carry out those services have automobile insurance coverage that meets the minimum legal requirements in California.

3.2 **Minimum scope of coverage.** [INTENTIONALLY OMITTED]

3.3 **Additional requirements.** [INTENTIONALLY OMITTED]

4. **All Policies Requirements.**

4.1 **Verification of coverage.** Prior to beginning any work under this Agreement, Provider 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.

4.2 **Subcontractors.** Provider 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.

4.3 **Deductibles and Self-Insured Retentions.** Provider 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, Provider 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 Provider 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.

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

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, Provider shall provide written notice to City at Provider's earliest possible opportunity and in no case later than five (5) days after Provider is notified of the change in coverage.

3792316.1

3881470.1

MEMORANDUM



ITEM 9.5.

DATE: October 4, 2021
TO: Honorable Mayor and Council Members
FROM: Amanda Norton, Economic Development Manager
SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2021-276 WITH GENERAL ASSEMBLY, INC. IN AN AMOUNT NOT TO EXCEED \$300,000 FOR WORKFORCE RECOVERY PROGRAM SERVICES**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute Contract No. 2021-276 with General Assembly, Inc. in an amount not to exceed \$300,000 to provide Workforce Recovery Program services.

BACKGROUND

City Council held visioning sessions in January and February of 2021 to discuss potential initiatives to fund using the tax proceeds from Measure R. Measure R was passed by the voters in November 2020. One of the expected outcomes from the use of Measure R is to “create resilient jobs and workforce development.” In response to the City Council’s vision, staff drafted the Workforce Recovery Program Notice of Funding Availability (NOFA). The received proposals are looking to offer a wide array of training opportunities to the residents of Rancho Cordova. The Program hopes to provide residents with access to training that will allow them to further progress in their chosen career path or embark on a new career path, the new skills will likely change the economic trajectory of their household.

General Assembly, Inc. (“GA”) responded to the NOFA. As the COVID-19 pandemic continues to heavily impact the City’s business and residential community, GA will be providing Rancho Cordova residents:

- Access to a Software Engineering Immersive (SEI) program resulting in a software engineering and computer science certification.

- o 480 hours of classroom time over twelve weeks, and 200 hours of self-access learning
- 1:1 Career Coaching for all trainees
- o Career coaches working with students until they secure their first job, most students secure jobs within six months of course completion.

The purpose of the program is to provide residents with a new skill set with a goal to have a positive career impact or lead into new employment or a new career.

FISCAL IMPACT AND FUNDING SOURCE

The cost associated with Contract No. 2021-276 with General Assembly, Inc. would be funded through Measure R.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2021-276 - General Assembly

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AGREEMENT NO. 2021-276 WITH GENERAL ASSEMBLY INC. IN AN AMOUNT NOT TO EXCEED \$300,000 FOR WORKFORCE RECOVERY PROGRAM SERVICES FOR FISCAL YEAR 2021-2022

WHEREAS, the City of Rancho Cordova (the “City”) wishes to contract with General Assembly Inc. for Workforce Recovery Program services for fiscal year 2021-2022; and

WHEREAS, the City would like to enter into an Agreement 2021-276 (the “Agreement”) with General Assembly in an amount not to exceed \$300,000 to provide Workforce Recovery Program Services to the residents of Rancho Cordova to continue the recovery from the COVID-19 pandemic; and

WHEREAS, the City and General Assembly have negotiated the Agreement substantially in the form on file with the City Clerk that sets forth the requirements for General Assembly services; and

WHEREAS, there are sufficient funds budgeted to cover the costs of the Agreement; and

WHEREAS, the Agreement is in the best interest of the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

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

1. The above recitals and true and are incorporated herein by this reference.
2. The City Manager is hereby authorized to execute Contract Agreement 2021-276 with General Assembly, in a form acceptable to the City Attorney, and to execute all other documents and to take such actions as necessary to carry out the intent of this Resolution.
3. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 4th day of October, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Garrett Gatewood, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

AGREEMENT BETWEEN CITY OF RANCHO CORDOVA
AND GENERAL ASSEMBLY, INC.
FOR USE OF CITY FUNDS

This Agreement (this “Agreement”) is entered into by and between the City of Rancho Cordova, a California municipal corporation (“City”), and General Assembly, Inc., a Corporation (“Provider”) as of October 4th, 2021.

Whereas, the City has allocated funds to Provider for the purpose of providing 20 Rancho Cordova residents with access to their career change program, the Software Engineering Immersive (SEI) to be able to develop and build new skills to remain competitive for in-demand careers.

Whereas, the COVID-19 pandemic forced many residents out of work and are now looking to re-enter the workforce; and

Whereas, the Provider will partner with community-based organizations to recruit residents and market the program; and

City and Provider agree as follows:

1. Programs and Services. Provider will provide the services described in Exhibit A, entitled “Scope of Work.”
2. Term. The term (the “Term”) of this Agreement is set forth in Exhibit A.
3. Funding and Use of Funds. City has allocated funds to Provider in the total amount of Three hundred thousand dollars (\$300,000). The funds shall be disbursed to Provider as set forth in Exhibit A in two (2) installments, the first installment in the amount of two hundred forty thousand dollars (\$240,000) shall be paid upon execution of this Agreement, and the second installment in the amount of sixty thousand dollars (\$60,000) shall be paid upon receipt and approval by the City of the Outcomes Report set forth in Exhibit C. The funds shall be used by Provider solely for the purposes, and subject to the terms, set forth in Exhibit A.
 - a. Failure to use the funds for the purposes described in Exhibit A and pursuant to the terms of this Agreement shall be considered a material breach of this Agreement. Provider shall reimburse City for such funds and may be required to reimburse City for all funds allocated.
 - b. Minor changes in the use of funds may be approved in writing by the City Manager or his or her designee. “Minor” means a change of use for no more than thirty percent (30%) of the funds allocated to Provider, or a change that does not alter the core objectives of the service provided with the funds.

ITEM 9.5.

ATTACHMENT 2 Contract No.: 2021-276

4. Unexpended Funds. If any funds advanced to Provider remain unexpended upon the expiration of the term of this Agreement, Provider shall return the unexpended funds to City within thirty (30) days of the expiration date of the Agreement. Should the Provider fail to enroll 20 Rancho Cordova residents into the program, the Provider will subtract \$13,500 for each participant less the sixteen person minimum

5. Timeliness. Due to the ongoing uncertainty caused by the COVID-19 pandemic, grantees will have 60 days following the receipt of their grant funding Agreement to provide the required insurance documents and IRS Form W-9 to the City needed to execute the Agreement. This is being done to help mitigate delay of the project and/or the inability to complete the project during the proposed Term.

6. No Guaranty. Provider hereby agrees to not make any representations or guaranties, directly or indirectly, with respect to employment prospects, income potential or transferability of academic credits and certifications to participants in the program to be provided by Provider through the funding provided under this Agreement. No such guaranty will be made in any marketing materials, recruitment materials, program materials, lesson plans, instruction, or by any of Provider's representatives, agents or employees. Provider hereby agrees to indemnify and 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, damages or demands arising from or caused by any representations or guarantees Provider makes to participants of its program with respect to employment prospects, potential income, or transferability of academic credits or certifications from participation in the program.

7. Documents, Reports and Records.

7.1 Record Retention. Provider shall always maintain a complete and current set of financial and statistical records of all its activities which shall clearly reflect the application and use of the funds received from City for a period of two (2) years from the end of the term. All expenditures of the funds granted pursuant to this Agreement must be only for the items set forth in Exhibit A hereto and must be documented by receipts, cancelled checks, credit card statements, or other evidence acceptable to City, which clearly document the amount and purpose of the expenditure. Expenditures for which there is no documentation are not eligible for funding under this Agreement.

7.2 Inspection of Records. All records required to be retained pursuant to Section 7.1 shall be subject to inspection or audit by City at any reasonable time during the normal and usual business hours of Provider. Recognizing, however, that Provider may from time-to-time render services to recipients that are personal and confidential in nature, City will always maintain that confidentiality and will not require a public record to be made or provided that would serve to violate the confidentiality requirements of Provider. Any inspection or audit shall be made by City's Finance Director, or a designee of the Finance Director.

Comment [AN1]: Get requirements from the Clerk

Comment [AN2]: Check with Stacy D to see what we've excepted in the past

7.3 Required Reports. Provider shall file Exhibit C, “Outcomes Report,” with City on or before the date set forth on Exhibit A. Provider shall file the Reports with the City as set forth in Section 14, Notices, below.

8. Non-Discrimination. Provider agrees that in the performance of this Agreement and in the provision of any services funded in whole or in part by the grant made by City to provider pursuant to this Agreement, Provider shall not discriminate against any employee, recipient of Provider’s services, or any other person, on the basis of a person’s race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, gender, or sexual orientation. In the event that Provider is a religious organization, Provider shall also not condition receipt of any of the services funded by the grant made pursuant to this Agreement upon participation in any religious instruction or service.

9. Indemnification. Provider 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 Provider or its employees, subcontractors, volunteers, 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 Provider shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the gross negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Provider 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 Provider 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 Provider 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 such insurance policies shall have been determined to apply. By execution of this Agreement, Provider acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

10. Insurance. Provider shall comply with the insurance requirements contained in Exhibit D, “Insurance Requirements,” and shall procure, at its own cost and expense all insurance coverages listed in Exhibit D before commencing services, projects, or programs with allocated City funds. Provider shall provide proof of such coverage, including certificates of insurance and endorsements, prior to receiving City funds.

11. Attribution. Provider shall include the following language in all printed materials or electronic communications promoting or describing the programs and services to be provided pursuant to this Agreement: “Supported in part by Measure R from the City of Rancho Cordova.” That language shall be in proportional type size to the total area of the

printed material. If the funds provided herein are used to build or install a structure or improvement to property or a building, including, but not limited to, building improvements, playground or sports facilities, or art installations, or is used to fund the purchase of a vehicle on which signage will be placed, Provider shall include the attribution noted above on a permanent sign located at the site of the project or the signage located on the vehicle.

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

13. 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.

14. Notices. Any approval, document or other notice which either party may desire to give to the other party under this Agreement must be in writing and may be given by first class mail, postage prepaid, or reputable overnight delivery service or personal delivery addressed to the party to whom the notice is directed as set forth below, or at any other address as that party may later designate:

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

To Provider: Liz Simon
 General Assembly Inc.
 915 Broadway, 3rd Fl
 NY, NY 10010

Any written notice, demand or communication shall be deemed received immediately if delivered by hand or upon the third day from the date it is postmarked if delivered by first class, registered or certified mail.

15. Interpretation. This Agreement will be performed entirely within California and shall be construed in accordance with the laws of the State of California and any action to enforce the terms of this Agreement must be brought in the County of Sacramento, State of California.

16. Attorneys' Fees. In the event any proceeding or action is brought in connection with the enforcement of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, including those on appeal.

ITEM 9.5.

ATTACHMENT 2
Contract No.: 2021-276

17. Amendments. The parties may amend this agreement only by a writing signed by all parties.

18. Integration. This Agreement, including Exhibits A, B, C, and D, attached hereto, and incorporated herein, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. If there are any conflicts between the Exhibits to this Agreement and this Agreement, this Agreement shall control.

19. IRS Form W-9. Provider shall complete and submit Internal Revenue Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have the ability to waive this requirement.

Signatures on following page.

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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:
PROVIDER:

Cyrus Abhar
City Manager

Date: _____

Liz Simon
COO

Date: _____

Attest:

Stacy Leitner, CMC
City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren
City Attorney

ITEM 9.5.**ATTACHMENT 2
Contract No.: 2021-276****EXHIBIT A
SCOPE OF WORK****Scope of Work****I. Description of GENERAL ASSEMBLY Services:**

General Assembly (“GA”) will deliver the following services (collectively, the “Services”):

	<u>Element</u>	<u>Participants</u>	<u>Description/Title</u>	<u>Estimated Start & End Date(s)</u>	<u>Location</u>
1)	Public Programs	Up to 100 participants per session depending on content	Free information sessions and/or live Online introductory classes	October 4, 2021- December 2021	Live Online
2)	Private Programs	Up to 20 participants	Software Engineering Immersive	January 17, 2022 – April 11, 2022	Live Online

Comment [GU3]: Check if this is in body of Agreement.**1) Element 1: Public Programs**

- General Assembly will market and host public programs designed to introduce the Rancho Cordova community to GA and the Software Engineering Immersive between October 4, 2021 and January 2022.
- Programs will consist of GA’s standard Intro to Coding and Software Engineering Immersive Info Sessions curricula.
- GA will share the schedule of public programs with City for City’s approval. Schedule will consist of a minimum of two (2) sessions per month, not to exceed four (4) sessions per month.
- GA will host registration for these programs on its website.

2) Element 2: Private Programs

- **Delivery:** Program delivery will be delivered online, led by “GA Subject Matter Experts” and supported by the on-site GA Delivery team.
- **Program Management:** Access to a dedicated GA Delivery team, including a Student Success Specialist, Instructor Manager and Career Coach.
- **Meetings:** Engagement kickoff meeting and biweekly updates. Meetings will be attended by the GA Delivery team (as defined in Section II).
- **Additional Reporting:** The GA Delivery team can provide learner progress reporting support, as agreed to by both parties.
- **Communications:** The GA Delivery team will manage communications with students to provide support and drive engagement.

II. City Responsibilities

City agrees to perform the following activities to support effective delivery of the Services:

1) Element 1: Public Programs

- **Program Delivery Support:** Support in marketing and co-hosting information sessions and other free Live Online events as described above.

2) Element 2: Private Programs**Logistics and Communication Support**

- Provide access to City POC. The City POC is: Ashley Kobe, (916) 851-8785, akobe@cityofranhocordova.org.
- Notify in writing the names, emails, and roles of expected participants no later than four (4) weeks before each program start date. GA may charge additional fees on a per capita or pro-rated basis for any attendees exceeding the agreed-upon number of twenty (20) participants. The participant list must be finalized by City and notified in writing to GA no less than one (1) week in advance of the program.
- Coordinate pre-program communication with participants such as onboarding emails and ongoing engagement emails. Whitelist the IP addresses of GA's email provider to ensure deliverability of onboarding emails and ongoing engagement emails.

Program Delivery Support

- Verify that all participants are residents of Rancho Cordova at the time of signing up.
- Provide participants with introductions to non-profit, education, Veteran-serving and workforce development organizations and other community partners to help create a robust prospective student pipeline.
- Provide participants with introductions to Rancho Cordova employers interested in hiring junior software engineering talent.

III. Intellectual Property

All curriculum and content development will be managed and produced by GA. GA retains all right, title and interest in and to its online educational platform (the "**Platform**") and all original works of authorship, inventions, processes, concepts, documents, work product and other materials or other proprietary information made accessible or delivered to City or to any employee, officer, director, parent, affiliate, subsidiary, agent, contractor, or partner of City under this Agreement or prepared by or on behalf of General Assembly in the course of performing the Services (together with the Platform, collectively "**General Assembly Materials**"), including all copyrights, patents, patent disclosures, inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, logos, corporate names and domain names, together with all the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") contained therein. GA grants City a non-exclusive, non-transferable, non-sublicensable, revocable, limited license to allow City's named participants to copy, present, distribute, and make derivative works from small and discrete elements of the General Assembly Materials as would reasonably be expected for such participants to use and fully exploit

the benefit of the training(s) provided by General Assembly. This license does not permit City or its participants to use General Assembly Materials in any session intended primarily to provide general business training to other City associates, nor to any audiences outside of City, nor for any other commercial purpose whatsoever. Furthermore, in no event shall City, its participants or any third party (i) copy, modify, translate, or create derivative works of any platform, software or data that may be provided for use by GA as part of the Services; (ii) reverse engineer, decompile, disassemble or otherwise attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of any part of any platform or software that may be provided for use by GA as part of the Services, (iii) lend, lease, offer for sale, sell or otherwise use any part of any platform, software or other General Assembly Materials for the benefit of third parties, or (iv) attempt to circumvent any license, timing or use restrictions associated with any platform, software or other General Assembly Materials provided for use by GA in connection with the Services. ALL RIGHTS NOT EXPRESSLY GRANTED HEREUNDER ARE RESERVED TO GENERAL ASSEMBLY.

IV. Confidentiality

To the extent permitted by law, “**Confidential Information**” means all confidential information disclosed by a party (“**Disclosing Party**”) to the other party or to any employee, officer, director, parent, affiliate, subsidiary, agent, contractor, or partner of such party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, such as information concerning the other party's business, plans, customers, technology, and products, and specifically including the terms and conditions of this Scope of Work. General Assembly Confidential Information shall include General Assembly Materials and any materials, writings, documentation or other know-how General Assembly may develop, author, produce or create in the course of performing the Services for City (“**Work Product**”). City Confidential Information shall include any confidential or proprietary materials or documents that may be sent to General Assembly from time to time for or on behalf of City under this Scope of Work (“**City Materials**”). However, Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Scope of Work, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its affiliates’ employees, contractors and agents who need such access for purposes consistent with this Scope of Work and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein; provided, however, that neither party shall disclose the Disclosing Party’s Confidential Information to any parent, affiliate, subsidiary, agent, contractor, or partner, nor to any employee, officer or director thereof, without the express written consent of the Disclosing Party. Neither party shall disclose the terms of this Scope of Work to any third party other than its affiliates and their legal counsel, accountants, consultants or auditors without the other party’s prior written consent.

The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the

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Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

V. Non-Solicitation

For a period of one (1) year following execution of this Scope of Work, City shall not, and shall not permit any of its affiliates to, directly or indirectly, hire, solicit, induce, recruit or encourage any of General Assembly's employees or contractors to terminate their employment or service relationship with General Assembly, or attempt to solicit, induce, recruit, hire, encourage or take away any employees or contractors of General Assembly, either for City or for any other person or entity; provided, however, that nothing in this Section shall prevent City or any of its affiliates from hiring any employee or contractor (i) who responds to a general solicitation for hire not specifically directed at any such any employee or contractor; (ii) whose employment or service relationship has been terminated by General Assembly; or (iii) whose employment or service relationship has been terminated by the employee or contractor at least 180 days prior. This restriction only applies to employees or contractors who directly or indirectly provide or provided Services to City and to employees or contractors who directly or indirectly provide services to other clients of General Assembly that are the same or similar to the Services provided hereunder.

If City hires any employee or contractor of General Assembly in violation of its non-solicitation obligations, then General Assembly will bill City, and City agrees to pay to General Assembly, a sum equal to six (6) months of the employee's or contractor's wages or fees, as applicable, as liquidated damages. City agrees and acknowledges that its non-solicitation obligations hereunder are essential to the protection of General Assembly's business. Furthermore, the parties acknowledge and agree that harm caused to General Assembly by City's breach of its non-solicitation obligations would be impossible or very difficult to accurately estimate at the time of the breach and that the liquidated damages are a reasonable estimate of the anticipated or actual harm that might arise from such breach.

Comment [GU4]: This may be unenforceable, would it be important to take out?

VI. Reporting

Outcomes Report: Produced at the conclusion of each program. The Report shall describe the services and/or programs provided, the allocation of grant funds, number of participants or attendees, and include photographs.

VII. Marketing

Subject to written approval of The City, General Assembly is granted a non-exclusive, non-transferable, non-sublicensable, license to use and publicly display the trademarks, service marks, logos, domain names or other designations of origin of City ("Marks") on General Assembly's websites for promotional purposes. General Assembly's use of the Marks will be in accordance with any trademark guidelines provided to General Assembly by City. In the event City reasonably objects to any use of its Marks by General Assembly, City shall notify General Assembly in writing, and General Assembly shall cease such use (or modify its use such that it is no longer objectionable) promptly after receipt of such notice.

Upon the successful completion of the Services, General Assembly may disseminate publicly a case study detailing City's use of General Assembly for the Services. The terms of the case study shall be as proposed

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by General Assembly but subject to City's reasonable approval, not to be unreasonably withheld or delayed. For the avoidance of doubt, nothing in this Section affects General Assembly's obligation to protect City's Confidential Information pursuant to the terms of the Scope of Work.

VIII. Scope

Scope of Work Term. This Scope of Work shall commence on the date hereof and continue in full force and effect until the completed delivery of the last program provided hereunder. The terms of Section III, IV, V, VI, VII, IX, X, XI, XII and XIII shall survive termination or expiration of this Scope of Work.

IX. Program Scheduling

Programs can be scheduled on dates mutually agreed upon by GA and City, with reference to the Estimated Start and End Dates set forth in Section I above. City understands that to ensure program quality, GA needs a minimum of six (6) weeks to prepare for repeat program deliveries, and that this lead time may vary based on facility, instructor, GA staff availability, and program location and complexity. City must schedule programs to begin on a date no later than three (3) months from the Estimated Start Date for such program set forth in Section I. If City fails to schedule a program to begin within that time frame, (1) GA reserves the right to cancel or modify the program at GA's sole discretion; and (2) City forfeits any right to refund or reimbursement of any fees paid.

X. Fees and Expenses

	<u>Element</u>	<u>Units</u>	<u>Price Per Unit</u>	<u>Discounts</u>	<u>Total Price</u>
1)	Public Programs	Minimum of two (2) sessions per month, not to exceed four (4) sessions per month.	\$0	\$0	\$0
2)	Private Programs	1	20. First installment: two hundred forty thousand dollars (\$240,000) paid upon execution of this Agreement; Second installment in the amount of sixty thousand dollars (\$60,000) paid upon receipt and approval by	\$0	\$300,000

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			the City of the Outcomes Report set forth in Exhibit C.		
	TOTAL		\$300,000	\$0	\$300,000

21. **Program Fees:** City will pay GA \$300,000 in exchange for the Services described in Section I (the “**Program Fees**”). City will pay the first installment in the amount of two hundred forty thousand dollars (\$240,000) shall be paid upon execution of this Agreement, and the second installment in the amount of sixty thousand dollars (\$60,000) shall be paid upon receipt and approval by the City of the Outcomes Report set forth in Exhibit C. . Payment shall be made via **check**.

For the avoidance of doubt, the fees and delivery dates listed herein are based upon the scope and program terms contained within this Scope of Work. The parties understand and agree that any expansion of instruction described herein, requests for programs or materials GA does not customarily provide, or other deviations or increases in contextualization or design may result in increased fees and additional timing for delivery.

Reimbursable Expenses: City will reimburse GA for Reimbursable Expenses, subject to terms outlined in section 3b.

Comment [GU5]: Would recommend lowering.

Invoicing: Invoices shall be sent to the following contact at City. Invoices may be sent via email, regular mail, or courier service (FedEx, UPS, etc.)

Economic Development
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Phone: (916) 851-8785
Email: econdev@cityofranchocordova.org

Late Payments: Overdue payments will accrue interest at a rate of one and a half percent (1.5%) of the outstanding overdue balance each month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

Public Program Rescheduling: If City provides less than seven (7) days’ notice that it needs to reschedule any Public Program course, class, or workshop, City will forfeit the right to minimum number of sessions as defined above.

Program Rescheduling Fees: Should City need to reschedule any course, class, or workshop, City will be responsible for paying (in addition to any fees already paid) the following rescheduling fee (“**Rescheduling Fee**”):

- Greater than 30 days prior to Estimated Start Date: A fee of 10% of the Program Fee will apply.

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- Within 15-30 days of Estimated Start Date: A fee of 20% of the Program Fee will apply.
- Within 15 days of Estimated Start Date: A fee of 30% of the value of the Program Fee apply.
- After Estimated Start Date: A fee of 35% of the value of the Program Fee will apply. GA will also charge a prorated amount based on the extent to which the course, class, or workshop has progressed.
 - Example: A class with a \$100M Program Fee is rescheduled half-way through training: \$35M will be charged to City as a Rescheduling Fee and \$50M would be charged for the share of the program already delivered. The Program Fee for holding the rescheduled portion of the class would be the remaining \$50M of the original Program Fee and would be subject to the Cancellation terms below, if subsequently cancelled.

City will be responsible for paying GA for any non-refundable Reimbursable Expenses incurred by GA in anticipation of course, class, or workshop delivery prior to rescheduling.

Cancellation Fees: Should City decide to cancel any course, class, or workshop any time after the date hereof, City will be responsible for paying the following percentage of the Program Fee:

- Greater than 30 days prior to Estimated Start Date: A fee of 25% of the Program Fee will apply.
- Within 30 days of Estimated Start Date: A fee of 50% of the Program Fee will apply.
- Within 15 days of Estimated Start Date: A fee of 75% of the Program Fee will apply.
- After Estimated Start Date: 100% of the Program Fee will apply. (Example: A \$100M class is cancelled after training Estimated Start Date: \$100M total will be charged to City.)

City will be responsible for paying GA for any non-refundable Reimbursable Expenses incurred by GA in anticipation of course, class, or workshop delivery prior to canceling.

Scope Adjustments: Adjustments to the curriculum or Services can be requested by the City, but are subject to GA's acceptance. Such changes, if mutually agreed to by both parties, will include an additional fee to be scoped at the time of the requested adjustments and could delay Estimated Start and End Dates. Such adjustments could include, but are not limited to, any curriculum modifications requested after written sign-off as described in "Element 4: Private Programs, Program Review and Input."

XI. Representations and Warranties

General Assembly warrants that its Services will be performed in a professional and workmanlike manner in accordance with applicable professional standards. THE PRECEDING IS GENERAL ASSEMBLY'S ONLY WARRANTY CONCERNING THE SERVICES, GENERAL ASSEMBLY MATERIALS AND WORK PRODUCT, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE.

XII. Assignment

This Scope of Work may not be assigned by either party without the prior written consent of the other party; provided, however, that General Assembly may assign its rights under this Scope of Work to a parent, affiliate, subsidiary, or successor to its business, if any, upon written notice to City.

XIII. Indemnification; Limitation of Liability

Indemnification. General Assembly shall indemnify, defend and hold harmless City and its officers, directors, employees, agents, successors and assigns against any judgments, settlements, costs and fees

reasonably incurred (including reasonable attorney's fees) ("**Losses**") from any claim, suit, action or proceeding made or brought against City by a third party alleging that the Services infringe any patent, trademark or copyright, or misappropriate a trade secret, of that third party ("**Infringement Claim**"); provided however that General Assembly shall have no obligation under this Scope of Work to the extent any Infringement Claim arises out of City's: (i) use of the Services or General Assembly Materials in combination with any other software, product, or materials that would not be reasonably anticipated to be used with the Services or General Assembly Materials; (ii) any alteration or modification of the Services or General Assembly Materials not provided or authorized by General Assembly; (iii) use of the Services or General Assembly Materials in a way not provided for or described in the applicable documentation; or (iv) where City continues the allegedly infringing activity after being provided with notice thereof, or after being provided at no cost with modifications that would avoided the infringement or alleged infringement.

General Assembly will indemnify City from the Losses finally awarded against City to that third party by a court of competent jurisdiction or agreed to in a settlement. General Assembly's indemnification obligations are contingent upon City: (i) promptly notifying General Assembly of the Infringement Claim in writing; and (ii) reasonably cooperating in response to General Assembly's requests for assistance. City may not settle or compromise any Infringement Claim without General Assembly's prior written consent.

LIABILITY. WITH THE EXCEPTION OF THE PARTIES' (I) CONFIDENTIALITY OBLIGATIONS, (II) INDEMNIFICATION OBLIGATIONS, (III) INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY, AND (IV) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (A) NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES RELATED TO OR IN CONNECTION WITH THIS Scope of Work, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) EACH PARTY'S MAXIMUM AGGREGATE LIABILITY TO THE OTHER RELATED TO OR IN CONNECTION WITH THIS Scope of Work WILL BE LIMITED TO THE TOTAL AMOUNT PAID BY CLIENT TO GENERAL ASSEMBLY DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE CLAIM GIVING RISE TO SUCH LIABILITY.

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October EXHIBIT C
OUTCOMES REPORT

Address: 915 Broadway, 3rd Fl
NY, NY 10010

Telephone: (917)722-0237
Email: Liz.simon@generalassembly.ly
Contact Person/Title: Liz Simon/COO

Funding Allocation: \$300,000

Term: October 4, 2021 – October 3, 2022

Report Accounting Period: October 4, 2021 – January 31, 2021 (Report one), February 1, 2022 – May 31, 2021 (Report two), June 1, 2022 – September 30, 2022 (Report three)
[Provider should submit a narrative of any measurable outcomes achieved or goals met, as well as allocation of funds]

Produced at the conclusion of each reporting period. Provider will review the customized dashboard and discuss if any necessary adjustments in marketing and outreach need to be made.

EXHIBIT D

INSURANCE REQUIREMENTS

Before beginning any work under this Agreement, Provider, 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 services hereunder by the Provider and its agents, representatives, employees, volunteers, and subcontractors. Provider 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. Provider shall maintain the insurance policies required by this section throughout the term of this Agreement. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

City may approve reduced coverage amounts after review by the Finance Director and City Attorney.

1. **Workers' Compensation.** Provider shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed by Provider. 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, Provider 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 Provider, 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.

Provider shall notify City within fourteen (14) days of notification from Provider's insurer if such coverage is suspended, voided, or reduced in coverage or in limits.

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

2. **General/Commercial Liability Insurance.**

2.1 **General requirements.** Provider, at its own cost and expense, shall maintain commercial general liability or general liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00). The commercial general liability or general liability insurance shall be per occurrence, combined single limit

coverage for risks associated with the work contemplated by this Agreement. If a commercial general or general liability insurance 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.

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

a. City shall be covered as an additional insured with respect to each of the following: liability arising out of activities performed by or on behalf of Provider, including the insured's general supervision of Provider; products and completed operations of Provider; premises owned, occupied, or used by Provider; and automobiles owned, leased, or used by the Provider. The coverage shall contain no special limitations on the scope of protection afforded to City.

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 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 Provider 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. Provider shall notify City within fourteen (14) days of notification from Provider's insurer if such coverage is suspended, voided, or reduced in coverage or in limits.

2.3 Sexual Molestation and Abuse Coverage. [INTENTIONALLY OMITTED]

3. Automobile Liability Insurance.

3.1 General requirements. Provider shall ensure that any volunteers, agents, and associates carrying out services associated with this Agreement who use a personal vehicle to carry out those services have automobile insurance coverage that meets the minimum legal requirements in California.

3.2 **Minimum scope of coverage.** [INTENTIONALLY OMITTED]

3.3 **Additional requirements.** [INTENTIONALLY OMITTED]

4. **All Policies Requirements.**

4.1 **Verification of coverage.** Prior to beginning any work under this Agreement, Provider 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.

4.2 **Subcontractors.** Provider 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.

4.3 **Deductibles and Self-Insured Retentions.** Provider 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, Provider 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 Provider 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.

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

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, Provider shall provide written notice to City at Provider's earliest possible opportunity and in no case later than five (5) days after Provider is notified of the change in coverage.

3792316.1

MEMORANDUM



ITEM 9.6.

DATE: October 4, 2021

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Dalia Fadl, Senior Civil Engineer

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2021-284 FOR PROFESSIONAL SERVICES WITH SACRAMENTO SPLASH IN AN AMOUNT NOT TO EXCEED \$120,000**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution will authorize the City Manager to execute Contract No. 2021-284 with Sacramento Splash in an amount not to exceed \$120,000. This contract is necessary to cover the ongoing work associated with stormwater outreach services to school-aged children and elementary school teachers. In addition, stormwater outreach services are necessary for the City to comply with the public outreach requirements in the City's Municipal Stormwater Permit.

BACKGROUND

In May 2021, a request for qualifications was advertised with the intent of preparing a pre-qualified list of consultant firms from which the Public Works Department may select on an as-needed basis for stormwater outreach services in the City of Rancho Cordova. Sacramento Splash was selected as one of two firms on the pre-qualified list.

The City is seeking to execute Contract No. 2021-284 with Sacramento Splash in an amount not to exceed \$120,000 to provide stormwater outreach services. The contract term will start on July 1, 2021 and end on June 30, 2024.

FISCAL IMPACT AND FUNDING SOURCE

Funding for this contract will be from the City's Stormwater Utility Fee. There is no impact to the general fund.

ATTACHMENT(S)

1. Resolution
2. Sac Splash Contract

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2021

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT
NO. 2021-284 FOR PROFESSIONAL SERVICES WITH SACRAMENTO SPLASH IN AN
AMOUNT NOT TO EXCEED \$120,000**

WHEREAS, stormwater outreach services are necessary for the City to comply with the public outreach requirements in the City's Municipal Stormwater Permit; and

WHEREAS, the City of Rancho Cordova selected Sacramento Splash as one of two firms to be added to the City's 2021 pre-qualified list of outreach consulting firms; and

WHEREAS, the City desires to execute a contract with Sacramento Splash to perform ongoing stormwater outreach services in the not to exceed amount of \$120,000; and

WHEREAS, those services exceed the maximum amount the City Manager is authorized to approve; and

WHEREAS, the City will execute a new contract for the term beginning July 1, 2021 and ending June 30, 2024; and

WHEREAS, there are sufficient funds budgeted to cover the costs of Contract No. 2021-284.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 2021-284 with Sacramento Splash in an amount not to exceed of \$120,000 in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 4th day of October 2021 by following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Garrett Gatewood, Mayor

ITEM 9.6.

ATTACHMENT 1

Stacy Leitner, CMC
City Clerk

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND
SACRAMENTO SPLASH
FOR STORMWATER OUTREACH SERVICES**

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and Sacramento Splash, a ("Professional") as of July 1, 2021. City and Professional are hereinafter collectively referred to as the "Parties."

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

- 1.1 Term of Services.** The term of this Agreement shall begin on July 1, 2021 and shall end on June 30, 2024. Professional shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Professional to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 Standard of Performance.** Professional shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Professional is engaged in the geographical area in which Professional practices its profession. Professional shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Professional's profession.
- 1.3 Assignment of Personnel.** Professional shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Professional shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Professional shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Professional's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Professional a sum not to exceed **\$120,000 (ONE HUNDRED AND TWENTY THOUSAND DOLLARS)**, notwithstanding any contrary indications that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Professional's proposed Compensation Schedule, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Professional for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Professional for services rendered pursuant to this Agreement. Professional shall submit all invoices to

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

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

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

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

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

2.3 Final Payment. City shall make the final payment within sixty (60) days after completion of the services and submittal to City of a final invoice if all services required have been satisfactorily performed.

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

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

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

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

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

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Professional, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Professional and its agents, representatives, employees, and subcontractors. Professional shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Professional shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Professional's bid. Professional shall not allow any subcontractor to

commence work on any subcontract until Professional has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Professional shall maintain all required insurance listed herein for the duration of this Agreement.

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

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

4.3 Professional Liability Insurance. Professional, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) covering the licensed professionals' errors and omissions.

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

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

4.4 **All Policies Requirements.**

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

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND PROFESSIONAL'S RESPONSIBILITIES.

- 5.1 General Requirement.** Professional shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages,

and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Professional or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Professional shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Professional or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Professional to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Professional from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Professional acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

5.2 PERS Indemnification. In the event that Professional or any employee, agent, or subcontractor of Professional providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Professional shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Professional or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

5.3 Design Professionals. Notwithstanding Sections 5.1 and 5.2, to the extent that the services under this Agreement include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Professional's duty to indemnify shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

Section 6. STATUS OF PROFESSIONAL.

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

not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Professional by any such employees or agents, or any other person resulting from performance of this Agreement.

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

- 8.4 Assignment and Subcontracting.** City and Professional recognize and agree that this Agreement contemplates personal performance by Professional and is based upon a determination of Professional's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Professional.

Professional may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Professional shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

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

8.6 Options upon Breach by Professional. If Professional materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Professional pursuant to this Agreement;

8.6.3 Retain a different Professional to complete the work described in Exhibit A not finished by Professional; or

8.6.4 Charge Professional the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Professional pursuant to Section 2 if Professional had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

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

9.2 Professional's Books and Records. Professional shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Professional pursuant to this Agreement.

- 9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Professional to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

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

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

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

- 10.8 Solicitation.** Professional agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered by Dalia Fadl ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 Notices.** Any written notice to Professional shall be sent to:
Mackenzie Wieser, CEO
Sacramento Splash
4426 Excelsior Road
Mather, CA 95655
Mackenzie@sacsplash.org
- Email Address (for Insurance Update Requests)
- Any written notice to City shall be sent to:
City of Rancho Cordova
Attn: Dalia Fadl
Public Works Department
2729 Prospect Park Drive
Rancho Cordova, CA 95670
- 10.11 Professional Seal.** Where applicable in the determination of the contract administrator or when required by law, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.

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

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

SIGNATURE PAGE FOLLOWING

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

CITY OF RANCHO CORDOVA

PROFESSIONAL

Cyrus Abhar, City Manager

Mackenzie Wieser, CEO

Date: _____

Date: _____

Attest:

Stacy Leitner, CMC, City Clerk

Date: _____

Approved as to Form:

Adam Lindgren, City Attorney

Date: _____

EXHIBIT A

SCOPE OF SERVICES

Program Delivery for FY 2021-22

This scope of services describes the stormwater education support services to be provided by Sacramento Splash (Splash) to the City of Rancho Cordova (Rancho Cordova) during FY 21/22.

Background

The Splash Education Program (the Splash Program) was created and refined over many years to serve the watershed education needs of Sacramento wastewater and stormwater agencies. These agencies included Regional San, the Sacramento County Department of Water Resources, and the City of Sacramento Department of Utilities. By investing in this regional, collaborative approach to water quality education, these agencies found a way to deliver high-quality lessons to students in an effective and economical way.

The Splash Program is now regarded as an exemplary model for delivering curriculum and programming that engages local students in watershed protection. The City and County of Sacramento continue to use Splash to achieve their education outreach goals under their stormwater discharge permits. The Program uses custom-built, place-based science curricula and programs to teach school-aged children about stormwater, water quality, and watershed stewardship through the study of local aquatic habitats.

Splash is now servicing other municipalities and regions and is pleased to offer stormwater education programs to Rancho Cordova. This scope of services will support Rancho Cordova's stormwater education program by assisting with public outreach events and providing the Splash Elementary Program to 4th and/or 5th grade classes at schools within Rancho Cordova.

Projected Outcomes

Projected outcomes funded during FY 2021/22 include:

1. The Splash Elementary Curriculum is offered to teachers in schools located within the City of Rancho Cordova;
2. The Splash Elementary Program materials, teacher training, teacher support services, and field trips are delivered to 15 classes (Grades 4 and/or 5) at schools within the City of Rancho Cordova which may include:
 - Cordova Gardens Elementary – two (2) Grade 4 classes
 - Peter J. Shields Elementary – two (2) Grade 5 classes
 - Navigator Elementary – two (2) Grade 4 classes
 - Williamson Elementary – two (2) Grade 5 classes
 - Sunrise Elementary – one (1) Grade 4 class
 - Riverview STEM Academy – one (1) Grade 5 class

3. The Splash Education Center is maintained as a resource for environmental science and watershed education;
4. Splash assists the City of Rancho Cordova with its public outreach and education events by providing staff trained in stormwater education and a hands-on watershed model for up to 50 hours of coordination, transportation and on-site event assistance.
5. Quarterly invoices are submitted to the City of Rancho Cordova for work completed during the previous quarter until all work is completed or the agreement ends, whichever comes first.
6. A mid-year status report detailing progress during the first six months of the fiscal year is provided to the City of Rancho Cordova by January 30, 2022.
7. An annual report providing program delivery and assessment statistics is provided to the City of Rancho Cordova by no later than July 30, 2022.

Task 1 – Program Administration

The effort to manage the project, including contracting, accounting, and reporting are covered under this task. Sacramento Splash will produce quarterly invoices, one mid-year status report, and one annual report.

Deliverables:

- *Quarterly invoices will be delivered on October 1, January 1, April 1, and June 1.*
- *A mid-year status report covering progress in the first six months of the fiscal year will be provided by January 30, 2022*
- *An annual report detailing program delivery statistics and program assessment will be provided by July 30, 2022*

Task 2 – Elementary Program and Splash Education Center

This task includes development and maintenance of curriculum, materials and resources integral to the Program, as well as operations and management of the Splash Education Center facility. Most of the work conducted under this task relates to providing elementary classes with the Splash Elementary Curriculum, *Life in Our Watershed: Investigating Vernal Pools*, and its associated field trip to the Splash Education Center and vernal pools at Mather Field. This includes recruiting, training and supporting teachers to use the classroom materials, as well as evaluating the efficacy of the program in teaching basic stormwater quality concepts to the students. These activities will take place according to the following timeline:

August - September 2021: Schedule 2021/22 field trips

December 2021: Conduct Teacher Training Workshops

January 2022: Assess pre-program stormwater knowledge in select classrooms

February – April 2022: Deliver field trips to the Splash Education Center and Mather Field Vernal Pools

March – May 2022: Assess post-program stormwater knowledge in select classrooms

Deliverable:

- *At least 15 classes of 4th and/or 5th graders from schools within the City of Rancho Cordova will participate in the Splash Elementary Program during the 2021/22 academic year.*

Task 3 – Stormwater Education Assistance at Public Outreach Events

The City intends to educate the public about stormwater pollution prevention at various events during FY 2021. Splash will assist the City with outreach events by providing trained staff and, as needed, the Splash hands-on watershed model and educational poster displays. Up to 50 hours of assistance will be provided, which may include coordination, planning, transportation and/or on-site event activities.

EXHIBIT B COMPENSATION SCHEDULE

Budget & Request for City of Rancho Cordova Splash Programs FY 2021/2022

INVESTIGATING VERNAL POOLS PROGRAM (IVP)

Conducting IVP Field Trips

Personnel	Rate*	# of Hrs	Of/Per	Subtotal	# of Classes	Total
Director of Programming	4%		FTE overall	\$ 5,000		\$ 5,000
School Field Trip Coordinator	\$ 40	9	per class, incl teacher evaluations	\$ 357	15	\$ 5,361
Teacher On-Call Support Coach	\$ 40	7	per class	\$ 278	15	\$ 4,170
Field Guides (6)	\$ 30	36	6 staff x 6 hrs ea per class-incl pre/post work	\$ 1,063	15	\$ 15,947
Student Pre/Post-Assessment Coordinator	\$ 40	4	per class	\$ 159	15	\$ 2,383
Critter Keeper	4%		FTE overall (25% FTE * 15/100 classes)	\$ 3,248		\$ 3,248
Conducting IVP Field Trips Subtotal						\$ 36,108

Lesson Development & Teacher Training

Lesson Development	2%		FTE overall (15%*15/100) for 13 lessons & "Virtual Tool Kit"-updts taking advantage of latest virtual learning platforms	\$ 1,859		\$ 1,859
One-Day Teacher Training (4)	\$ 47	40	4 staff x 10h of prep, training, & evaluations	\$ 1,870		\$ 1,870
Lesson Development & Teacher Training Subtotal						\$ 3,728
IVP Personnel Subtotal						\$ 39,836
Overhead and G&A Costs	15%		Program Costs for Personnel Total	\$ 5,975		\$ 5,975
Printing (e.g. teacher binders, student handouts/worksheets, swag)	15%		estimate based on # historical requests	\$ 750		\$ 750
Animal Supplies & Veterinary Care	15%		total	\$ 638		\$ 638
IVP Total					15	\$ 47,199
					per class	\$ 3,146.62

MEMORANDUM



ITEM 9.7.

DATE: October 4, 2021

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Edgar Medina, Principal Engineer

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2021-299 IN AN AMOUNT OF \$364,250.00 WITH WOOD RODGERS, INC. FOR ENGINEERING DESIGN AND RIGHT OF WAY ACQUISITION SUPPORT SERVICES FOR PHASE 3 OF THE WHITE ROCK ROAD SAFETY AND BEAUTIFICATION PROJECT, CP22-2228**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute an engineering services contract with Wood Rodgers, Inc. in the amount of \$364,250.00 for engineering design and right of way support services for the final phase of the White Rock Road Safety and Beautification Project, CP22-2228.

BACKGROUND

White Rock Road from Fitzgerald Road to the City limits is currently an undivided two lane road with narrow shoulders, no bicycle facilities, and poor pavement condition with vertical & horizontal alignment challenges. At full build-out, the White Rock Road Safety and Beautification Project will include six lanes with class II bicycle lanes, sidewalks, and landscaped median and frontage. In the interim, the road will be four lanes with bike lanes, landscaped median, storm water facilities and traffic signals.

This project will facilitate housing development along White Rock Road as the approved Rio del Oro Specific Plan and Westborough Specific Plan. The project will increase safety and beauty of the corridor, promote economic development by improving access between 70,000 existing jobs in Rancho Cordova, 24,000 new jobs from adjacent developments and provide an alternate route to US 50 that relieves regional congestion.

The road segment of White Rock from Fitzgerald Road to 0.5 mile east of Rancho Cordova Parkway is under construction and scheduled to be complete spring 2022. This phase of White Rock Road will continue the four lane road section from 0.5 mile east of Rancho Cordova Parkway to the City's easterly limits (Attachment 1 - Project Limits).

To date, the City has received environmental approvals, successfully secured \$5.5 million in state and federal grants and is aggressively pursuing additional funding. Wood Rodgers, Inc. performed preliminary engineering on the project for the entire corridor and therefore has been selected to complete the final design which will maximize efficiency and minimize re-work.

The proposed design contract 2021-299, which is the subject of this report, will complete full design of the four lane road segment in preparation of securing additional state or federal funding for construction. This final segment of White Rock has an estimated project cost of \$20.4 million, which is offset by the \$5.5 million grant that was awarded.

The preliminary schedule for completion of final design and acquisitions is end of Fall 2022.

FISCAL IMPACT AND FUNDING SOURCE

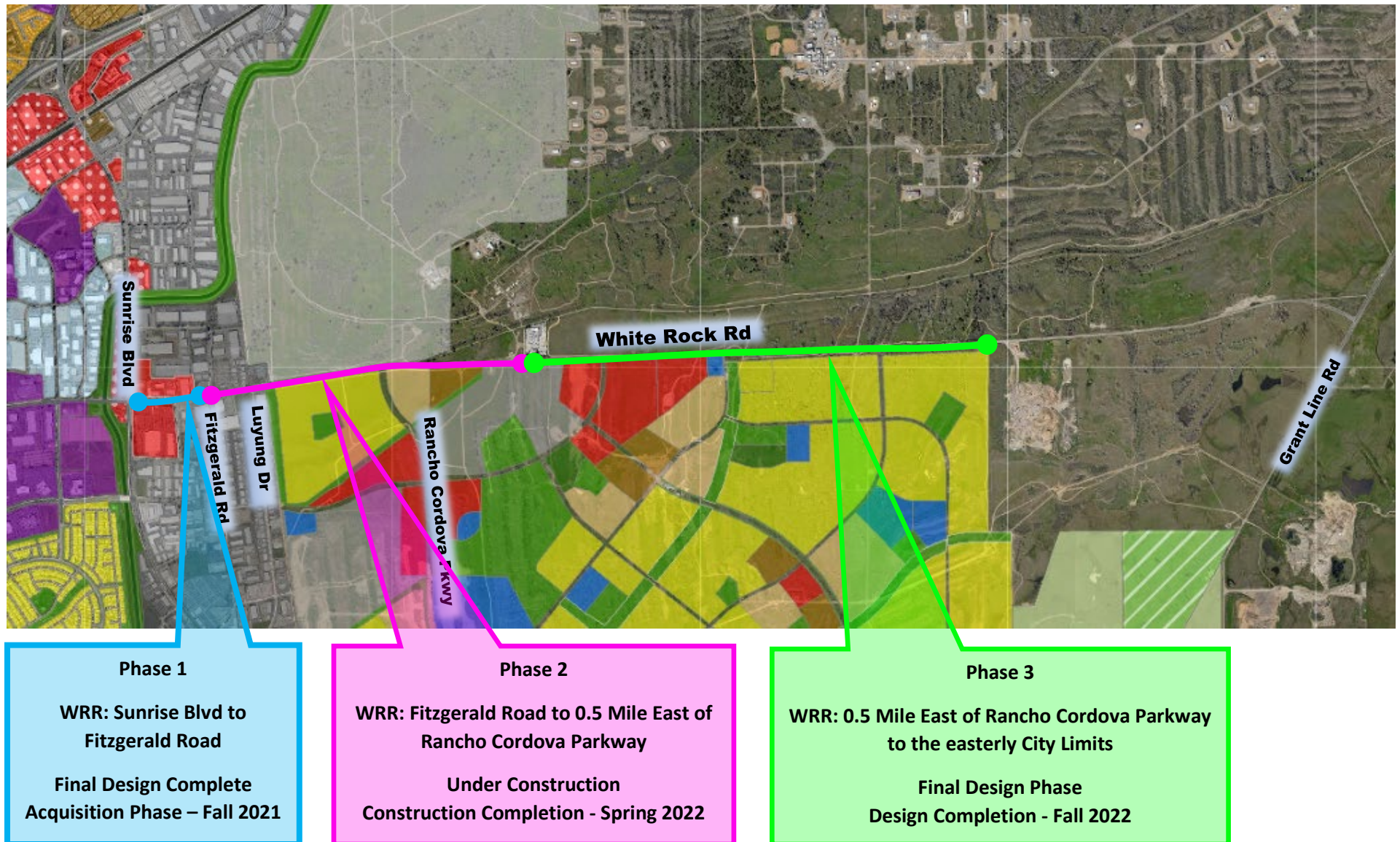
Funding for White Rock Road - 0.5 mile east of Rancho Cordova Parkway to the Easterly City Limits consists of \$5,500,000 in SACOG Regional Grant, \$985,000 in Traffic Mitigation Impact Fees, \$84,000 from Sacramento County Water Agency (SCWA) and \$13,907,000 in a future Funding Source to be determined.

The delivery of the final design phase will be funded by Traffic Mitigation Impact Fees and SCWA funds. This project is included in the City's current approved Capital Improvement Plan and in the 2020/21 budget.

ATTACHMENT(S)

1. Project Limits
2. Resolution
3. Professional Services Agreement

Attachment 1 – Project Limits
White Rock Road Safety and Beautification Project



CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2021

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT
NO. 2021-299 IN THE AMOUNT OF \$364,250 WITH WOOD RODGERS, INC. FOR THE
ENGINEERING DESIGN & RIGHT OF WAY ACQUISITIONS SUPPORT SERVICES FOR
PHASE 3 OF THE WHITE ROCK ROAD SAFETY AND BEAUTIFICATION PROJECT, CP22-
2228**

WHEREAS, the City of Rancho Cordova desires to enter into Contract No. 2021-299 with Wood Rodgers, Inc. in the amount of \$364,250 for engineering design and right of way acquisition support services for Phase 3 of the White Rock Road Safety and Beautification Project, CP22-2228; and

WHEREAS, the Public Works Department employs the assistance of qualified consultants for engineering design services in order to provide flexibility to adapt to the variable Capital Improvement Program demands; and

WHEREAS, Wood Rodgers, Inc has performed the final engineering on the previous phases and preliminary engineering design for the entire White Rock Road corridor; and

WHEREAS, this project was reviewed under the requirements of the California Environmental Quality Act and National Environmental Policy Act and Initial Study with Mitigated Negative Declaration/Environmental Assessment with Finding of No Significant Impact and Section 4(f) Evaluation was approved in January 2016 and re-validated in September, 2020; and

WHEREAS, funding for the final phase of the White Rock Road Safety and Beautification Project currently consists of a \$5,500,000 Sacramento Area Council of Governments (SACOG) Regional Grant, Sacramento Water Agency Funds and Traffic Mitigation Impact Fees. The contract does not impact the general fund.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 2021-299 in an amount not to exceed \$364,250 with Wood Rodgers, Inc. and in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 4th day of October 2021 by following vote:

AYES:

NOES:

ABSENT:

ITEM 9.7.

ATTACHMENT 2

ABSTAIN:

ATTEST:

Stacy Leitner, CMC
City Clerk

Garrett Gatewood, Mayor

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND
WOOD RODGERS, INC. FOR ENGINEERING DESIGN AND RIGHT OF WAY ACQUISITION SERVICES
FOR PHASE 3 OF THE WHITE ROCK ROAD SAFETY AND BEAUTIFICATION PROJECT, CP22-2228**

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and Wood Rodgers, Inc., a California Corporation ("Professional") as of October 04, 2021.

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

1.1 Performance Period.

1.1.1 The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2024. Professional shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Professional to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.

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

1.1.3 Reserved.

1.2 Standard of Performance. Professional shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Professional is engaged in the geographical area in which Professional practices its profession. Professional shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Professional's profession.

1.3 Assignment of Personnel. Professional shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Professional shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Professional shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Professional's obligations hereunder.

1.5 Professional's Reports or Meetings.

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

- a. Professional shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine if Professional is performing to expectations, is on schedule, to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- b. Professional's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the contract.

1.5.2 Reserved

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

Section 2. COMPENSATION. City hereby agrees to pay Professional a sum not to exceed Three Hundred Sixty Four Thousand Two Hundred Fifty Dollars and No Cents (\$364,250.00), notwithstanding any contrary indications that may be contained in Professional's cost proposal dated August 05, 2021, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Professional's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Professional for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Professional for services rendered pursuant to this Agreement. Professional shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Professional shall not bill City for duplicate services performed by more than one person.

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

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

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;

- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Professional and each employee, agent, and subcontractor of Professional performing services hereunder, as well as a separate notice when the total number of hours of work by Professional and any individual employee, agent, or subcontractor of Professional reaches or exceeds 2,320 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
- The Professional's signature.

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

2.3 Item Intentionally Omitted.

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

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

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

2.6 Reimbursable Expenses. Reimbursable expenses, if any, are set forth in Exhibit B, and shall not exceed Three Thousand Eight Hundred Fifty Dollars and No Cents (\$3,500.00). Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

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

- 2.8 **Payment upon Termination.** In the event that the City or Professional terminates this Agreement pursuant to Section 8, the City shall compensate the Professional for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Professional shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.9 **Authorization to Perform Services.** The Professional is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.
- 2.10 **State Prevailing Wage Rates.** For contracts where a portion of the proposed work to be performed are crafts affected by state labor laws: (For more information see Chapter 10.1 of the Caltrans Local Assistance Procedures Manual.)
- 2.10.1 Professional shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- 2.10.2 Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.
- 2.10.3 When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.
- 2.11 **Retention of Funds.** Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section

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

2.12 Federal Funding Provision related to Allowable Costs and Payments - Reserved

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

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

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Professional, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Professional and its agents, representatives, employees, and subcontractors. Professional shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Professional shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Professional's bid. Professional shall not allow any subcontractor to commence work on any subcontract until Professional has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Professional shall maintain all required insurance listed herein for the duration of this Agreement.

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

- a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Professional, including the insured's general supervision of Professional; products and completed operations of Professional; premises owned, occupied, or used by Professional; and automobiles owned, leased, or used by the Professional. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of Professional to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.
- f. Professional agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, Professional agrees to provide at least thirty (30) days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event Professional fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.
- g. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.

4.3 Professional Liability Insurance. Professional, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) covering the licensed professionals' errors and omissions.

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

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

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

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

4.4 All Policies Requirements.

- 4.4.1 Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 4.4.2 Verification of coverage.** Prior to beginning any work under this Agreement, Professional shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at anytime.
- 4.4.3 Subcontractors.** Professional shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 4.4.4 Deductibles and Self-Insured Retentions.** Professional shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

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

administration, and defense expenses that is satisfactory in all respects to each of them.

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

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

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

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

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

Section 5. INDEMNIFICATION AND PROFESSIONAL'S RESPONSIBILITIES.

5.1 General Requirement. Professional shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Professional or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Professional shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or

volunteers and (2) the actions of Professional or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Professional to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Professional from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Professional acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

5.2 PERS Indemnification. In the event that Professional or any employee, agent, or subcontractor of Professional providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Professional shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Professional or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

5.3 Design Professionals. To the extent that the services under this Agreement include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Professional's duty to indemnify under Sections 5.1 and 5.2 shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

Section 6. STATUS OF PROFESSIONAL.

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

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

paid by City for employer contributions and/or employee contributions for PERS benefits. Professional shall not allow any employee to become eligible for a claim for PERS benefits.

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

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Professional and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Professional's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Professional and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Professional represents and warrants to City that Professional and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Professional represents and warrants to City that Professional and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Professional and any subcontractors shall obtain and maintain valid Business Licenses from City during the term of this Agreement.
- 7.5 **Nondiscrimination and Equal Opportunity.**
- 7.5.1 Professional's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Professional has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- 7.5.2 During the performance of this Contract, Professional and its sub-professionals shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability,

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

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

7.6 **Safety**

- 7.6.1 Professional shall comply with OSHA regulations applicable to Professional regarding necessary safety equipment or procedures. Professional shall comply with safety instructions issued by City Safety Officer and other City representatives. Professional personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- 7.6.2 Pursuant to the authority contained in Section 591 of the Vehicle Code, City has determined that such areas are within the limits of the project and are open to public traffic. Professional shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Professional shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- 7.6.3 Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- 7.6.4 Professional must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

Section 8. TERMINATION AND MODIFICATION.

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

herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with Professional, LOCAL AGENCY shall pay Professional the sum due to Professional under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due Professional under this contract and the balance, if any, shall be paid to Professional upon demand. Professional may cancel this Agreement upon 30 Calendar days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, City may condition payment of any compensation upon Professional delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Professional or prepared by or for Professional or the City in connection with this Agreement.

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

8.3 Amendments. The parties may amend this Agreement only by a writing signed by all the parties. Professional shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by City's Contract Administrator.

8.4 Assignment and Subcontracting.

8.4.1 Reserved.

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

8.4.3 Professional shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY's Contract

Administrator, except that, which is expressly identified in the approved Cost Proposal.

- 8.4.4 Professional shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Professional by LOCAL AGENCY.
- 8.4.5 All subcontract entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- 8.4.6 Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant(s).
- 8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Professional shall survive the termination of this Agreement.
- 8.6 **Options upon Breach by Professional.** If Professional materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
 - 8.6.1 Immediately terminate the Agreement;
 - 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Professional pursuant to this Agreement;
 - 8.6.3 Retain a different Professional to complete the work described in Exhibit A not finished by Professional; or
 - 8.6.4 Charge Professional the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Professional pursuant to Section 2 if Professional had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Professional's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Professional prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Professional hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Professional agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21,

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

9.2 Professional's Books and Records. Professional shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Professional pursuant to this Agreement.

9.3 Inspection and Audit of Work and Records. Any records or documents that Section 9.2 of this Agreement requires Professional to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement. Professional and any subcontractor shall permit City, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

9.4 Confidentiality of Data.

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

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

9.4.3 Professional shall not comment publicly to the press or any other media regarding the contract or City's actions on the same, except to City's staff, Professional's own

personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

- 9.4.4** Professional shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by City, and receipt of City's written permission.
- 9.4.5** Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- 9.4.6** All information related to the construction estimate is confidential, and shall not be disclosed by Professional to any entity other than City.

9.5 Ownership of Data.

- 9.5.1** Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in City; and no further agreement will be necessary to transfer ownership to City. Professional shall furnish City all necessary copies of data needed to complete the review and approval process.
- 9.5.2** It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- 9.5.3** Professional is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by City of the machine-readable information and data provided by Professional under this contract; further, Professional is not liable for claims, liabilities, or losses arising out of, or connected with any use by City of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by Professional.
- 9.5.4** Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- 9.5.5** City may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

9.6 Audit Review Procedures.

- 9.6.1** Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- 9.6.2** Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- 9.6.3** Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse Professional from full and timely performance, in accordance with the terms of this contract.
- 9.6.4** If the total Compensation under this Agreement as stated in Section 2 above is greater than \$150,000, Professional and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Professional's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by Professional and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. Professional agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by Professional to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.
- 9.6.5** If the total Compensation under this Agreement as stated in Section 2 above is greater than \$3,500,000, Professional Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the Professional and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Professional to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

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

- (a) If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
- (b) If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
- (c) If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.

9.6.5.2 If Caltrans is unable to issue a cognizant letter per paragraph 9.6.5.1 above, Caltrans may require Professional to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review the Professional's and/or the independent CPA's revisions.

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

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

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

Section 10 **MISCELLANEOUS PROVISIONS.**

- 10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Sacramento or in the United States District Court for the Eastern District of California.
- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 **Use of Recycled Products.** Professional shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 **Conflict of Interest.**
- 10.7.1 Professional may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Professional in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- 10.7.2 Professional shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

- 10.7.3** Professional hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Professional was an employee, agent, appointee, or official of the City in the previous twelve months, Professional warrants that it did not participate in any manner in the forming of this Agreement. Professional understands that, if this Agreement is made in violation of Government Code §1090 *et.seq.*, the entire Agreement is void and Professional will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Professional will be required to reimburse the City for any sums paid to the Professional. Professional understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.
- 10.7.4 Federal Funding Provisions Related to Conflict of Interest.** Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article 10.7.4.
- 10.7.4.1** Professional shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. Professional shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.
- 10.7.4.2** Professional hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- 10.7.4.3** Professional hereby certifies that neither Professional, nor any firm affiliated with Professional will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- 10.7.4.4** Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.
- 10.7.4.5** Professional hereby certifies that neither Professional, its employees, nor any firm affiliated with Professional providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.

10.7.4.6 Professional further certifies that neither Professional, nor any firm affiliated with Professional, will bid on any construction subcontracts included within the construction contract. Additionally, Professional certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.

10.7.4.7 Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this contract shall have provided services on the design of any project included within this contract.

10.8 **Solicitation.** Professional agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 **Contract Administration.** This Agreement shall be administered by Mr. Edgar Medina, P.E. ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 **Notices.** Any written notice to Professional shall be sent to:

Wood Rodgers, Inc.
Attention: Mark Rayback, PE, President, Project Manager
3301 C Street, Building 100-B
Sacramento, CA 95816

Email Address (for Insurance Update Requests)
mrayback@woodrodgers.com

Any written notice to City shall be sent to:

City of Rancho Cordova, Dept. of Public Works
Attention: Edgar Medina, Contract Administrator
2719 Prospect Park Drive
Rancho Cordova, CA 95670
EMedina@cityofranhocordova.org

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

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

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

Section 11 **FUNDING PROVISIONS.**

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

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

- (a)** No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of Professional to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- (b)** If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

11.1.2 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is

a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

11.2 Statement of Compliance

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

- 11.2.2 During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

- 11.2.3 If any federal funding is used for this project:

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

under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

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

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

11.4 Debarment and Suspension Certification.

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

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

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

- 11.5 Evaluation of Professional.** Professional's performance will be evaluated by City. A copy of the evaluation will be sent to Professional for comments. The evaluation together with the comments shall be retained as part of the contract record.
- 11.6 National Labor Relations Board Certification.** In accordance with Public Contract Code Section 10296, Professional hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Professional within the immediately preceding two-year period, because of Professional's failure to comply with an order of a federal court that orders Professional to comply with an order of the National Labor Relations Board.
- 11.7 Equipment Purchase.**
- 11.7.1** Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before Professional enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. Professional shall provide an evaluation of the necessity or desirability of incurring such costs.
- 11.7.2** For purchase of any item, service or consulting work not covered in Professional's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- 11.7.3** Any equipment purchased as a result of this contract is subject to the following: "Professional shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, Professional may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If Professional elects to keep the equipment, fair market value shall be determined at Professional's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and Professional, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 2CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

ITEM 9.7.

11.8 Disputes.

11.8.1 Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of City's Contract Administrator, Mr. Edgar Medina, P.E., who may consider written or verbal information submitted by Professional.

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

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

11.9 Cost Principles.

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

11.9.2 Professional also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

11.9.3 Any costs for which payment has been made to Professional that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Professional to LOCAL AGENCY.

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

11.10 Disadvantaged Business Enterprise Participation. - RESERVED

11.11 Covenant Against Contingent Fees. The Professional warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant; to solicit or secure this contract; and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this Agreement. For breach or violation of this warranty, the LOCAL AGENCY shall have the right to annul this contract without liability, or at its discretion; to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11.12 Funding Requirements.

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

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

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

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

11.13 Claims Filed by City's Construction Contractor.

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

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

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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above, which date shall be considered by the Parties to be the effective date of this Agreement. The two Parties to this contract, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the parties. Both of these Parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

CITY OF RANCHO CORDOVA

PROFESSIONAL

Cyrus Abhar, City Manager

Mark Rayback, PE, President

Date: _____

Date: _____

Attest:

Stacy Leitner, City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren, City Attorney

Attachments:
Exhibit A – Scope of Services
Exhibit B – Cost Proposal

EXHIBIT A

SCOPE OF SERVICES



August 5, 2021

Mr. Edgar Medina, Principal Engineer, Public Works Department
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, California 95670

Re: Scope of Services for the Preparation of the Plans, Specifications and Estimate for the White Rock Road Widening – Fitzgerald Road to City Limits Project Phase 3

Dear Mr. Medina,

The City of Rancho Cordova (City) has requested a scope of work and budget from Wood Rodgers, Inc. (Wood Rodgers) to prepare final Plans, Specifications, and Estimate (PS&E) for the remaining segment of the White Rock Road Widening – Fitzgerald to City Limits Project. This segment begins at the western edge of the Clean Earth complex and continues east to the eastern City Limit. Wood Rodgers current White Rock Road contract with the City does not include preparing final PS&E for this segment. This letter is to formally request a contract with the City for engineering services to prepare final PS&E for the remaining segment of White Rock Road. Wood Rodgers understands that the City has secured some construction funding and is pursuing additional funding. Depending on the amount of funding the City receives, the final plans may need to be split into more than one segment. This will be determined prior to preparing final PS&E.

SCOPE OF WORK

This Scope of Work will provide the services needed to complete the documentation that is necessary to construct the final phase of the Project.

TASK 1 – PROJECT MANAGEMENT

Project management is a continuous activity that commences with the receipt of the Notice to Proceed and continues through submittal of the final Project deliverables. Key elements of Wood Rodgers' project management program include regular progress reports, work progress monitoring and cost control, coordination, and communication.

Wood Rodgers will prepare an initial Project schedule, and will update the Project schedule on a quarterly basis with input from key team members. The schedule will show each activity, when that activity will begin, how long it will continue, and will identify activities that are independent. The schedule will clearly differentiate between which functions will be carried out by the Consultant, which by the City, and which by other involved parties.

A coordination and status meeting (Project Development Team Meeting) will be held on a monthly basis or as deemed necessary by either party to review Project status and budget, to obtain City input, to make informed decisions, and to discuss issues that have the potential to affect the Project budget or schedule.

Wood Rodgers will prepare the meeting agendas in consultation with the City, distribute the agendas prior to the meetings, arrange for appropriate participants to attend, and distribute meeting minutes to the participants within five days after the meeting.

Wood Rodgers will prepare and submit monthly progress reports to the City. The monthly progress reports will include progress of work; an updated Project schedule; the information/ decisions that are required to maintain the schedule and complete deliverables; problems encountered that may affect schedule, budget, or work products; and anticipated work for the following month.

Wood Rodgers' Project Manager is responsible for the controls necessary to ensure that assignments are completed within budget for development of overall project design and the plan, specification and estimate (PS&E) for the Project to be constructed. Once project protocol is defined, communication will be maintained between the Project Manager, the City, and the Project Team. The Project Manager will act as the principal liaison between the City and the consultant team. Key team members will be involved in development of the Project schedule in order to assure proper coordination of all the required Tasks.

Quality Control/Quality Assurance

The Wood Rodgers Project Team will employ quality assurance procedures that will ensure that the work products will be complete and correct for the purposes of this Project. These procedures include informal peer review as well as formal review by a senior engineer in order to ensure that the plans and documents comply with accepted standards, are grammatically correct, and will result in a constructible project.

Consultant will endeavor to identify potential savings, risks and uncertainties related to development of this Project. If at any time during this agreement, Consultant identifies any alternative design that could result in significant savings to the City or any circumstances that could pose potential risk related to construction of this Project, the City will be notified immediately. Any alternative design recommended will be documented in writing to the City's project manager.

Deliverables:

- Project Development Team Meeting Agendas and Minutes
- Project Schedule with Quarterly Updates
- Invoices with Monthly Progress Reports

TASK 2 – PHASE 3 FINAL DESIGN

2.1 ROADWAY DESIGN

Wood Rodgers will complete the detailed design of Phase 3 of the Project and will produce the construction drawings, special provisions, and final construction cost estimate, and will obtain design approval. Wood Rodgers has previously developed 60% level design, plans, and estimate for the ultimate 6-lane configuration of this segment. Wood Rodgers will use this 60% design and plans to proceed with final design, consisting of widening White Rock Road to four lanes (two lanes eastbound and two lanes westbound), with a raised median. Wood Rodgers will coordinate with the City to determine if the second westbound lane should be designed and constructed at this time, or if it will be sufficient to limit design to earthwork improvements for the second westbound lane.

All design will be in conformance with the latest approved City of Rancho Cordova/Sacramento County Improvement Standards and the latest approved City of Rancho Cordova Standard Construction Specifications, (County of Sacramento Standard Specifications, Dated 2016), as applicable. The construction documents will cover the work that is necessary in order to bid and construct the Project.

2.1.1 ROADWAY PLANS

Wood Rodgers will prepare roadway and construction detail plans. Roadway plans will show both plan and profile views, and will include all details for grading, drainage, pavement, striping, signing, etc., that is necessary to accomplish the required widening, paving, and other modifications. A detailed description of roadway plans includes:

Typical Cross-Sections – Typical cross-sections will show and dimension all geometric elements including pavement widths, shoulders, curbs, medians, drainage ditches, and right-of-way.

Layout Plans – Approved 60% plans will be the basis for the project layout sheets. Layout sheets will include topographic mapping in screened line type. Existing facilities will be shown in dashed lines and proposed construction will be shown in solid lines. Any features pertinent to construction such as ditches, roads, curbs, gutters, and sidewalks will be shown. Existing improvements and appurtenances within the right-of-way that are removed prior to construction will not be shown. Alignment data for all layout lines will be shown. Stationing equations, distances and bearings of all tangents, stations of all curve points, curve data, and beginning and end of work and construction will be calculated and shown. Right-of-way lines, easement lines, right of entry, access taking, access openings (including temporary access openings), and City boundary lines will be shown and labeled. In general, layout plans will show edge of traveled way, edge of pavement, edge of shoulders, curbs, sidewalks, street lighting, fences, guard railing, barriers, and all other facilities to be constructed except those facilities that will be included as part of separate plans. Necessary dimensions will be included. The toe-of-fill and top-of-cut slopes will be shown.

Profiles – Approved 60% plans will be the basis for the roadway profiles. Profiles will show the existing ground line and the proposed grade line for each alignment. The original ground line will be extended a few stations beyond the beginning and end of the project, unless this would entail an additional sheet. Future grade lines will be labeled and shown as short dashed lines. Other grade lines (i.e., ditches, gutters and pipes) will be shown by distinctive symbols and will be labeled. Elevations will be shown at BVCs, EVCs, PRVCs, PCVCs, station equations, and at each edge of the sheet on profile grade. Vertical curve lengths and tangent gradients, including at points of reverse or compound vertical curve, will be shown. If the profile grade line is not the construction layout line, a note will be added to indicate the position of the profile grade, such as “Profile Grade at Inner ETW” or “Profile Grade is ‘X’ feet Left (or Right) of S/L.” Station pluses will be shown for all points where elevations are shown if these points do not fall on the vertical grid lines. The names of all major intersected roads and other layout lines will be labeled vertically along the profile.

Utilities – Utilities will be shown on the layout plans. Existing, relocated, and new utilities will be clearly and accurately depicted on these sheets. High hazard utilities will be shown in

accordance with the California Department of Transportation's (Caltrans') policy on high- and low-risk underground facilities within right-of-way. Potholing to determine accurate locations and elevations of high-risk underground facilities, if any, will be provided by the utility owner or others. Wood Rodgers will show the locations and elevations of the high-risk underground facilities on the plans based on pothole survey results. The plans will also include conduit runs for future fiber-optic lines and conduit runs for future intersections. The fiber conduit design will begin at the Phase 2 terminus and will terminate at the city limits. Signal conduits will be located at proposed future intersection locations. The main goal of this design will be to eliminate the requirement for future trenching operations.

Drainage Facilities – Drainage facilities will be also shown on the layout plan sheets. Existing facilities will appear as dropouts in the background. The proposed drainage work will be shown as solid lines. These sheets will indicate what work will be performed on existing facilities (such as “abandon” or “remove”). The size, type, and location (station pluses) for each pipe culvert, box culvert, etc. will be shown. Ditches will be identified with arrows to show direction of flow. Drainage will primarily be served by roadside ditches. Drainage pipe systems will be limited to cross culverts and median drainage inlets. It is assumed that future development by others will be responsible for constructing the ultimate drainage system along the Phase 3 segment of White Rock Road.

Drainage Details – The details that are unique to this project, and those for which there are no Standard Plans, will be shown on the Drainage Detail Sheet. These details usually depict special drainage structures, channel changes, modifications to existing structures, etc.

Stage Construction Plans – These plans will show the sequence of operation, work to be performed, materials to be used, and the traveled way to be used for all movements of traffic during the construction sequence. Construction Area Signs or Temporary Signs required for the direction of public traffic through or around the work during construction will be shown on these plans.

Construction Details Sheet – The Construction Details Sheet will show the details prepared by the Engineers to supplement information that cannot be shown on the layout plan sheets because of the complex and extensive details required. Examples of construction items that may require construction details are temporary crash cushions, curb transitions, guard railings, sidewalks, curb ramps, curbs and gutters, and driveways. Any miscellaneous details that do not involve drainage items will be shown.

Striping Plans – Striping and Pavement Delineation Plans will be prepared on the skeletons of the base layout plan sheets. These plans will include final and temporary traffic lines, pavement markings, pavement markers and object markers, channelizers, and delineators. Lines will include lane lines, edge lines, crosswalks, limit lines, arrows, and any other appropriate delineation. Lane widths will be indicated. The limits and detail number for each line of marking will be shown on these plans in accordance with Caltrans Standard Plan Sheets.

Signing – Signs will be shown on the Striping and Pavement Delineation Sheets. These plans will show existing signs which are to be removed, salvaged, relocated, reset, modified or reconstructed. New signs to be installed or constructed will also be shown on these plan sheets. An individual sign number that will correspond to that used on the sign plans, sign details, and sign quantities list will identify each sign. Sign quantities for roadside signs will be summarized in tabular formats.

Erosion Control – Erosion Control plans will show erosion control and Best Management Practices features as necessary for the Project. These features may include, but are not limited to, drainage inlet protections, fiber rolls, hydroseed and/or /hydromulch, and silt fence.

Landscape – Landscaping plans are not anticipated or included as part of the PS&E and this scope of work. Landscaping and irrigation plans can be prepared upon request, but may necessitate a contract amendment.

2.1.2 SUPPLEMENTAL ITEMS

Wood Rodgers will prepare design cross-sections and earthwork calculations, which will include:

Design Cross-Sections – Design Cross-Sections will be generated at 50-foot intervals, at major drainage structures, and at the beginning and ending of each horizontal or vertical curve. Design Cross-Sections will show the original ground line, the grading planes, the finished grade, ditches, existing and proposed right-of-way lines, and cut and fill areas. Each Design Cross-Section will be identified by line designation and stationing corresponding to the cross-section base line, and will show a ground elevation at the baseline. Additional cross-sections may be necessary at conforms and at unusual design features.

2.2 DRAFT PS&E SUBMITTAL (90%)

The Project will be fully designed to 100% completion for the entire Phase 3 limits. However, Wood Rodgers understands that because of the amount of funding that may be available for construction, Phase 3 may be constructed in phases. This scope of work assumes PS&E will be prepared for the entire segment, but the PS&E can be segmented if directed by the City.

The Wood Rodgers Team will prepare a 90% plan submittal for the Project which will include, but not necessarily be limited to, the following:

- Title Sheet
- Typical Cross-Sections
- Roadway Plans and Profiles with Drainage Design, and proposed R/W, including identified easement acquisitions and TCEs
- SCWA Water Relocation Plans
- Signing and Striping Plans
- Stage Construction and Traffic Handling Plans

- Erosion Control Plans
- Construction Details
- Drainage Details
- Contract Special Provisions and Technical Specifications
- Construction Cost Estimate

Plan sheets will conform to the City's sheet format. The title sheet will include the names of all utilities with facilities within the Project limits and their current contact individuals with their telephone numbers. The 90% Submittal will include a letter addressing comments from the Phase 2 60% Submittal as well as revised plans as necessary to address comments from the 60% Submittal.

Adjacent properties within the limits of the proposed Project may be developed during the course of the Project work. Any subdivision improvement plans that are approved by the City or Sacramento County prior to the approval of the final roadway plans, specifications and estimate will be incorporated into the Project plans, as directed by the City.

2.2.1 ENGINEER'S ESTIMATE

Wood Rodgers will prepare an itemized Engineer's Quantity and Unit Cost Estimate for the roadway widening and paving work, associated drainage, traffic striping, and all other items of work. Estimates will be provided at both the 90% and Final PS&E submittals.

2.2.2 SPECIAL PROVISIONS

Wood Rodgers will prepare a draft of applicable technical special provisions specifically written for this Project that is to be incorporated into the contract specifications. Wood Rodgers will revise the special provisions as directed by the City. Any requirements for environmental mitigation will be incorporated as directed by the City. The technical special provisions will be prepared in Microsoft Word format. An electronic copy of the approved technical special provisions will be provided to the City. Special provisions will be provided at both the 90% and Final PS&E submittals. It is assumed that the City will prepare the front end "boilerplate" contract specifications.

Technical special provisions for the project will be based on the White Rock Road Widening – Fitzgerald Road to 0.5 Miles East of Rancho Cordova Parkway specifications, along with any project specific updates or Sacramento County Standard Construction Specifications and Caltrans' Standard Specifications updates. Specifications will be modified as appropriate to meet City standards and requirements.

Deliverables:

- 90% Plan Set (PDF)
- Engineer's Estimate

- Technical Special Provisions

2.3 FINAL PS&E (100% PLANS)

Upon completion of the 90% Submittal package, Wood Rodgers will schedule a review session, if required, with the City to discuss the review comments and resolve any conflicting comments. Prior to submitting the Final Design, Wood Rodgers will perform an internal quality and constructability review of the entire PS&E package. Corrections to the PS&E documents will be made in accordance with the review comments. At this point, Wood Rodgers will adapt the plans to the phased segment to be built based on available funding (if necessary).

Upon approval of the final PS&E, Wood Rodgers will furnish to the City with the approved Plans, Specifications and Estimates to be used for project advertising. Plan submittal to the City will include a velum plot of the title sheet, and electronic CADD drawing files of all sheets. Specifications submittal will include a “camera ready” copy of electronic files in Microsoft Word format. A hard copy and the electronic files used to generate the Engineer’s Estimate will also be furnished to the City.

Wood Rodgers will submit and facilitate review and revision of the PS&E package. Each submittal will include four (4) sets (unless otherwise directed) of plan prints and return of the “red-lined” set of plans with City comments from previous submittals.

Deliverables:

- Final Signed Plan Set (PDF)
- Final Signed Title Sheet (Full Size Mylar)
- Engineer’s Estimate
- Bid Documents, Special Provisions and Technical Specifications

2.4 UTILITY COORDINATION

As part of our continued Utility Coordination, Wood Rodgers will send “B” Plans to companies or agencies operating utility facilities that may be impacted by the Project.

“B” Plans – “B” Plans are defined as plans that are 60- to 90-percent complete. Wood Rodgers will send out the “B” Plans when the final horizontal and vertical alignments are calculated, when the depth of the final structural section is determined, and when the proposed and existing utilities are illustrated in accordance with the Roadway Design section that is identified elsewhere in this proposal. Wood Rodgers will prepare the draft transmittal letters to affected utility owners (Utility Verification and Notice to Owners) for the City’s review and approval prior to transmitting “B” Plans to the utility owners. Two (2) sets of half-size plans or “B” plans will be provided to each utility owner as an attachment to the transmittal letter. The letter will request that utility owners verify any utility conflicts with proposed improvements, and also that they indicate whether any future utilities are proposed in the area that may require accommodation through the Project area. Copies of the utility data obtained from utility owners will be provided to the City, and the originals will be kept in

the project files. Wood Rodgers will identify potential conflicts with utility facilities on the “B” Plans and will perform the necessary coordination to resolve any conflicts. This may include revising the plans to avoid the conflict. It should be noted that any Utility Relocation will be specified to occur outside of the ultimate 6 lane roadway to eliminate the potential for subsequent relocation.

“C” Plans – Wood Rodgers will send “C” Plans and a Utility Information Form to all affected utility companies after the City has approved the “C” Plans for the final project and transmittal letter. The “C” Plans will be clearly marked as such, and the transmittal letter will clearly identify this project as a City project.

2.5 CALTRANS LOCAL ASSISTANCE SUPPORT

If the City receives Federal funding, Wood Rodgers will assist the City in preparing Caltrans Local Assistance Procedure Management Forms as required to complete the E-76 for utility and right of way certification. Wood Rodgers will be available to assist the City with Caltrans coordination.

TASK 3 – PHASE 3 SCWA WATER LINE DESIGN

The Sacramento County Water Authority (SCWA), owns and operates a 12-inch/16-inch water transmission main within the limits of the White Rock Road improvements. The SCWA water line is asbestos cement pipe (ACP) constructed around 1980.

Approximately 2,500 LF of the existing 12-inch and 16-inch water line may be impacted by the remaining White Rock Road widening. SCWA has determined that the existing pipeline impacted by the road widening shall be replaced. Wood Rodgers will design the continuation of approximately 2,500 LF of new 24-inch SCWA transmission main to replace the existing water line within the project limits. There are a few existing water service connections within the project limits that will need to be re-established. Per SCWA’s requirements, no services or fire hydrants shall be connected to a transmission main. Therefore, it is assumed that there will be some locations where a parallel distribution main will be needed for the service connections.

Improvements to the SCWA waterline will be designed in accordance with SCWA’s current design criteria and standards. The improvement plans will be incorporated into the White Rock Road Widening plan set.

3.1 PROJECT MANAGEMENT

Wood Rodgers will provide the City and SCWA with the following project management services:

Project Management

Wood Rodgers will provide project administration and management responsibilities throughout the project duration. Project management duties will include effective tracking of schedule and budget, Quality Assurance/Control of all deliverables, communication with City and SCWA staff and timely written requests for information.

Meetings

Wood Rodgers will administer project meetings with City and SCWA staff and other stakeholders as determined necessary. Wood Rodgers will prepare a meeting agenda and meeting minutes for each project meeting. Meeting agendas will be submitted to the City and SCWA Project Manager at least one business day prior to the meeting date. Meeting minutes will be submitted to the City and SCWA Project Manager within three business days of the meeting date. It is assumed meetings will be held virtually. The following meetings are assumed:

- Project Kick-off
- Horizontal Alignment Review
- 60% Design Review Meeting
- 90% Design Review Meeting

Deliverables:

- Meeting Agendas (pdf format)
- Meeting Minutes (Word and pdf format)

3.2 DATA COLLECTION

Wood Rodgers will collect and review all available information relative to the project area and the existing SCWA facilities within the project limits, such as as-built drawings, roadway improvement plans, utility plans and geotechnical reports.

3.3 DESIGN SERVICES

The following tasks will be completed by Wood Rodgers to complete the construction documents:

Horizontal Alignment

Wood Rodgers will coordinate with SCWA to develop a preliminary horizontal alignment of the proposed pipeline. This task includes developing an initial pipeline alignment, showing dimensional off-sets from the centerline, ROW, curb and gutter, sewer, storm drain and other utilities. Wood Rodgers will present and review the preliminary alignment to SCWA via a virtual meeting. Wood Rodgers will incorporate SCWA comments and update the horizontal alignment to proceed into final design. This task includes a site visit.

Final Design of Plans and Cost Estimate

Wood Rodgers will prepare design plans and a construction cost estimate for construction of the SCWA water line improvements. The design plans will be prepared in AutoCAD format, and be incorporated into the White Rock Road Widening plan set. The design will meet SCWA's Standards and Criteria. The design plans will include plan and profile drawings, connection details and appurtenance details. This task includes preparation of profiles to meet DDW requirements for all pipeline installations. The front-end contract documents will utilize the City's standard document. Technical specifications shall be prepared in Construction Specifications Institute format, and per the SCWA standard, it is assumed that SCWA will prepare and provide the technical specifications for the project.

ITEM 9.7.

This task assumes that approximately 2,500 LF of 24-inch transmission main will be installed, and approximately 500 LF of parallel distribution main. It is assumed that the design will require one (1) water notes sheet, one (1) overall water site plan, three (3) plan and profile sheets, one (1) connection detail sheet and two (2) detail sheets, for a total of eight (8) plan sheets.

It is assumed that three design submittals will be required. Design plans and cost estimate will be submitted at a 60-, 90- and 100-percent complete phase. All City and SCWA comments will be reviewed, responded to, addressed and incorporated into the next submittal. Upon approval of the 100-percent plans and estimate, Wood Rodgers will produce signed plans for bidding.

Deliverables:

- 90% and 100% PS&E (pdf format, Excel file of estimate will be made available)

3.4 PERMITTING

Wood Rodgers shall prepare all documentation necessary for SCWA to apply for a State Water Resources Control Board – Division of Drinking Water (DDW) Waiver from separation (parallel and crossing) requirements, if required.

Deliverables:

- DDW Waiver Request (Word and pdf format)

TASK 4 - PHASE 3 BIDDING AND CONSTRUCTION ASSISTANCE

4.1 BIDDING ASSISTANCE

The Wood Rodgers Team will provide assistance, as required, to the City during bidding of Phase 3 of the Project. The work may include answering questions from prospective bidders, assisting the City in preparation of addenda to the PS&E during the advertisement period, attending the bid opening, providing an analysis of bids received, and providing ongoing consultation as well as interpretation of the construction documents.

4.2 SCWA BID SERVICES

During the bid period, Wood Rodgers shall provide support to the City and SCWA by answering questions and issuing clarifications as required. Bid support will also include preparation and issuance of any addendums to the Contract Documents and a written recommendation to award. Wood Rodgers will provide the City and SCWA with the following engineering support services during construction:

- RFI's: Wood Rodgers will review and respond to Contractor Requests for Information (RFI). This task assumes up to four (4) RFI's will be required.
- Shop Drawings: Wood Rodgers will review and respond to all project shop drawing submittals. This task assumes up to ten (10) submittals, and five (5) re-submittals.
- Construction Meetings: Wood Rodgers will participate and lead construction meetings, as needed. This task assumes up to two (2) construction meetings will be required.

- As-Builts: Wood Rodgers will prepare as-built documentation utilizing AutoCAD. It is assumed that the Contractor will provide Wood Rodgers with one (1) full-sized plan set with red-lined mark-ups of the as-built conditions. Wood Rodgers will update the design plans to reflect the as-built condition.

4.3 CONSTRUCTION ASSISTANCE

Wood Rodgers will provide assistance, as required, to the City of Rancho Cordova during the construction of Phase 3 of the Project. The work may include responses to requests for information, attending meetings, review and approval of submittals and shop drawings, and providing ongoing consultation as well as interpretation of construction documents. The Wood Rodgers engineers responsible for each design area (e.g., roadway design, drainage design) will be available for consultation as required.

Deliverables:

- Engineer's Support During Bid
- Engineering Support During Construction

Wood Rodgers will perform the work described in this scope of work for a not-to-exceed without prior authorization Time-and-Materials (T/M) budget of **\$364,250**. Wood Rodgers has design budget remaining under the current contract, and will utilize the remainder of that budget prior to using this budget. All other terms of our agreement will apply to this contract.

A detailed breakdown of the budget is included in Attachment A.

Wood Rodgers recommends your authorization of this scope of work, and we look forward to continuing our involvement with you and reaching a successful completion of this Project.

If you require additional information regarding this request, please do not hesitate to contact me at (916) 440-8131.

Sincerely,
WOOD RODGERS, INC.



Mark Rayback, PE
President

Enclosure

EXHIBIT B

FEE PROPOSAL

Exhibit B

White Rock Road Widening - Phase 3

 Task Description	WOOD RODGERS									TOTAL COST
	Principal in Charge	Project Manager	Associate Engineer I	Engineer II	Engineer I	CAD Tech. III	Survey Crew	Project Coordinator	TOTAL HOURS	
	\$240	\$185	\$175	\$150	\$140	\$135	\$270	\$120		
TASK 1 - PROJECT MANAGEMENT	48	96	0	0	0	0	0	40	184	\$34,080
TASK 2 - PHASE 3 FINAL DESIGN	26	140	236	298	386	334	0	20	1,440	\$219,670
Task 2.1 - Roadway Design	4	40	80	120	160	80	0	0	484	
Task 2.2 - Draft PS&E Submittal (90%)	4	36	60	90	110	150	0	8	458	
Task 2.3 -Final PS&E (100% Plans)	4	24	40	60	80	80	0	4	292	
Task 2.4 - Utility Coordination	4	16	40	24	36	24	0	4	148	
Task 2.5 - Caltrans Local Assistance Support	10	24	16	4	0	0	0	4	58	
TASK 3 - PHASE 3 SCWA WATER LINE DESIGN	20	46	48	88	162	120	0	20	504	\$76,190
Task 3.1 - Project Management	8	16	8	4	0	0	0	8	44	
Task 3.2 - Data Collection	4	4	6	8	10	0	0	4	36	
Task 3.3 - Design Services	6	24	32	72	136	120	0	8	398	
Task 3.4 - Permitting	2	2	2	4	16	0	0	0	26	
TASK 4 - PHASE 3 BIDDING AND CONSTRUCTION ASSISTANCE	16	30	32	30	38	32	0	14	192	\$30,810
Task 4.1 - Bidding Assistance	4	8	12	6	10	8	0	8	56	
Task 4.2 - SCWA Bid Services	4	4	2	8	12	12	0	2	44	
Task 4.3 - Construction Assistance	8	18	18	16	16	12	0	4	92	
Total Hours (WR)	110	312	316	416	586	486	0	94	2,320	
TOTAL COST (WR)	\$26,400	\$57,720	\$55,300	\$62,400	\$82,040	\$65,610	\$0	\$11,280		\$360,750
Direct Expenses										
Mileage	\$250									
Plotting, Printing	\$3,000									
Mailing	\$250									
Total Direct Expenses (WR)	\$3,500									
					WR Total Cost			\$364,250		
Project Total Cost								\$364,250		

MEMORANDUM



ITEM 9.8.

DATE: October 4, 2021
TO: Honorable Mayor and Council Members
FROM: Darcy Goulart, Planning Manager
SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2021-307 WITH MICHAEL BAKER INTERNATIONAL, INC. IN AN AMOUNT NOT TO EXCEED \$420,000 FOR A TERM OF OCTOBER 1, 2021 TO JUNE 30, 2023 FOR PLANNING, HOUSING, AND PUBLIC WORKS SUPPORT SERVICES**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution will authorize the City Manager to execute Contract No. 2021-307 with Michael Baker International in an amount not to exceed \$420,000 for a term of October 1, 2021 to June 30, 2023 for On-Call Planning, Housing and Public Works Services.

BACKGROUND

The City has been contracting with Michael Baker International (MBI) to provide planning, housing and public works services for several years. These services have included staffing the Planning Department and performing regular department functions on a daily basis, environmental review and permitting, development and administration of housing policies and programs and some miscellaneous supplemental engineering support tasks as needed. The current contract is set to expire and prior to preparing a new contract, staff looked at each department's on going needs. This new contract reflects the needs of each department through June 30, 2023.

ANALYSIS

As mentioned above, the City has been using MBI for several years to provide various on-call and department support services. Over time, as the City has transitioned some positions and tasks to city employees, the need for support services has decreased, but are still needed in some areas. As part of the new contract, MBI will provide the following: Planning – support staff, environmental services and advanced planning services as needed. Housing – CDBG

and Housing Program Services; Public Works – support services as needed. The total contract amount for the two-year period is \$420,000. The breakdown for each department is as follows:

Planning	\$100,000
Housing	\$300,000
Public Works	\$10,000
Reimbursable Expenses	\$10,000
Total	\$420,000

By entering into Contract No. 2021-307 with MBI, there would not be any lapse in the current support services of the three departments listed above.

FISCAL IMPACT AND FUNDING SOURCE

The contract is funded through various means including entitlement fees, CDBG grant funding and the general fund. These costs have already been factored into the recently adopted 21/22 and 22/23 fiscal year budgets. Approval of this contract would not result in a need to amend departmental budgets.

ATTACHMENT(S)

1. Resolution
2. Michael Baker International PSA Contract

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2021

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT
NO. 2021-307 WITH MICHAEL BAKER INTERNATIONAL, INC. IN AN AMOUNT NOT TO
EXCEED \$420,000 FOR ON-CALL PLANNING, HOUSING, AND PUBLIC WORKS SUPPORT
SERVICES**

WHEREAS, the City of Rancho Cordova wishes to contract with Michael Baker International, Inc. for on-call support service to include planning, housing and public works supplemental services;

WHEREAS, adoption of this Resolution will authorize the City Manager to execute a professional services agreement with Michael Baker International, Inc. to provide on-call services for an amount not to exceed \$420,000 for two years; and

WHEREAS, the professional services agreement will be executed for a two-year period beginning on October 1, 2021, through June 30, 2023; and

WHEREAS, entitlement fees, CDBG grant funding and the general fund would cover the costs of the contract.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Professional Services Agreement No. 2021-307 with Michael Baker International, Inc. in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 4th day of October, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Garrett Gatewood, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND
MICHAEL BAKER INTERNATIONAL, INC.**

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and Michael Baker International, Inc., a Pennsylvania corporation ("Professional") as of October 1, 2021.

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

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2023, the date of completion specified in Exhibit A. Professional shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Professional to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Professional shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Professional is engaged in the geographical area in which Professional practices its profession. Professional shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Professional's profession.
- 1.3 **Assignment of Personnel.** Professional shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole and reasonable discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Professional shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Professional may, with written approval from City's Community Development Director, use additional staff not specifically named in exhibits to this Agreement, except such use shall not cause any budget named herein to be exceeded without the express written permission of the City.
- 1.5 City acknowledges and agrees that Professional has invested considerable time and money that would be difficult to quantify in the training and development of its employees. Therefore, without receiving the Professional's written permission, City agrees not to hire, retain or contract with any employee of Professional who performs services for the City under this Agreement ("covered employee") for a period of one year from the date this

Agreement is terminated or one year following the separation of a covered employee from the Professional's employment, whichever is earlier.

- 1.6 **Time.** Professional shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Professional's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Professional a sum not to exceed Four Hundred Twenty Thousand (\$420,000.00), notwithstanding any contrary indications that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Professional's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Professional for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Professional for services rendered pursuant to this Agreement. Professional shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Professional shall not bill City for duplicate services performed by more than one person.

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

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

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

reaches or exceeds 950 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;

- The Professional's signature.

- 2.2 Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Professional.
- 2.3 Final Payment.** City shall make the final payment within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.
- 2.4 Total Payment.** City shall pay for the services to be rendered by Professional pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Professional in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.
- In no event shall Professional submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.
- 2.5 Hourly Fees.** Fees for work performed by Professional on an hourly basis shall not exceed the amounts shown on the fee schedule set forth in Exhibit B.
- 2.6 Reimbursable Expenses.** Reimbursable expenses, if any, are set forth in Exhibit B, and shall not exceed Ten Thousand (\$10,000.00). Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 Payment of Taxes.** Professional is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 Payment upon Termination.** In the event that the City or Professional terminates this Agreement pursuant to Section 8, the City shall compensate the Professional for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Professional shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Professional is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

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

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

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Professional, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Professional and its agents, representatives, employees, and subcontractors. Professional shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Professional shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Professional's bid. Professional shall not allow any subcontractor to commence work on any subcontract until Professional has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Professional shall maintain all required insurance listed herein for the duration of this Agreement.

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

- 4.2.1 General requirements.** Professional, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION

DOLLARS (\$1,000,000.00). The commercial general liability and automobile liability insurance shall be per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a commercial general liability insurance or an automobile liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

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

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

- a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Professional, including the insured’s general supervision of Professional; products and completed operations of Professional; premises owned, occupied, or used by Professional; and automobiles owned, leased, or used by the Professional. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

- d. Any failure of Professional to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

4.3 Professional Liability Insurance. Professional, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) covering the licensed professionals' errors and omissions.

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

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

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

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

4.4 All Policies Requirements.

- 4.4.1 Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 4.4.2 Verification of coverage.** Prior to beginning any work under this Agreement, Professional shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 4.4.3 Subcontractors.** Professional shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 4.4.4 Deductibles and Self-Insured Retentions.** Professional shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

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

- 4.4.5 Waiver of Subrogation.** Professional hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Professional, its employees, agents, and subcontractors.
- 4.4.6 Notice of Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Professional shall provide written notice to City at Professional's earliest possible opportunity and in no case later than five (5) days after Professional is notified of the change in coverage.

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

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

Section 5. INDEMNIFICATION AND PROFESSIONAL'S RESPONSIBILITIES.

5.1 General Requirement. Professional shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Professional or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Professional shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Professional or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Professional to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Professional from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Professional acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

5.2 PERS Indemnification. In the event that Professional or any employee, agent, or subcontractor of Professional providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System

(PERS) to be eligible for enrollment in PERS as an employee of City, Professional shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Professional or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

- 5.3 **Design Professionals.** To the extent that the services under this Agreement include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Professional's duty to indemnify under Sections 5.1 and 5.2 shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

Section 6. STATUS OF PROFESSIONAL.

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

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

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

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Professional and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Professional's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract, except should a conflict between such laws and regulations arise, thereby causing Professional or subcontractor to not comply with the terms of this section in this Agreement, Professional will immediately advise City of the situation in writing at which time the parties shall work together to seek resolution and City will not interpret such conflict as a breach of this Agreement by Professional.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Professional and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Professional represents and warrants to City that Professional and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Professional represents and warrants to City that Professional and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Professional and any subcontractors shall obtain and maintain valid Business Licenses from City during the term of this Agreement.
- 7.5 **Nondiscrimination and Equal Opportunity.** Professional shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Professional under this Agreement. Professional shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Professional thereby.

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

Section 8. TERMINATION AND MODIFICATION.

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

Professional may cancel this Agreement upon Sixty (60) days' written notice to City and shall include in such notice the reasons for cancellation.

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

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

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

- 8.4 Assignment and Subcontracting.** City and Professional recognize and agree that this Agreement contemplates personal performance by Professional and is based upon a determination of Professional's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Professional. Professional may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Professional shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

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

8.6 **Options upon Breach by Professional.** If Professional materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

- 8.6.1** Immediately terminate the Agreement;
- 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Professional pursuant to this Agreement;
- 8.6.3** Retain a different Professional to complete the work described in Exhibit A not finished by Professional; or
- 8.6.4** Charge Professional the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Professional pursuant to Section 2 if Professional had completed the work.

Section 9. **KEEPING AND STATUS OF RECORDS.**

- 9.1** **Records Created as Part of Professional's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Professional prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Professional hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use, therefore Professional shall not be held liable for any modification or re-use of the City-owned property for purposes outside this Agreement. Except to the extent such information is lawfully required to be disclosed to any governmental agency or is otherwise required to be disclosed by court order or laws (including the California Public Records Act), City and Professional agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 9.2** **Professional's Books and Records.** Professional shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Professional pursuant to this Agreement.

- 9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Professional to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

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

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

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

- 10.8 Solicitation.** Professional agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered by Darcy Goulart ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 Notices.** Any written notice to Professional shall be sent to:
Sarah Blanchfield
Michael Baker International, Inc.
2729 Prospect Park Drive, Suite 220
Rancho Cordova, CA 95670
Email Address (for Insurance Update Requests)
Sarah.Blanchfield@mbakerintl.com
- Any written notice to City shall be sent to:
Darcy Goulart
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
- 10.11 Professional Seal.** Where required by law, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.

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

- 10.12 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, and the compensation schedule attached hereto and incorporated herein as Exhibit B, represents the entire and integrated agreement between City and Professional and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 10.13 IRS Form W-9.** Professional shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have authority to waive this requirement.
- 10.14 Construction Means and Methods.** The Professional shall not be responsible for the construction means, methods, techniques, sequences or procedures of construction contractors, or the safety precautions and programs incident thereto, and shall not be reasonable for such construction contractors' failure to perform work in accordance with the contract documents.
- 10.15 Waiver of Consequential Damages.** In no event shall either party have any claim or right against the other, whether in contract, warranty, tort (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages or any kind or nature whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever caused, even if same were reasonably foreseeable.

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

CITY OF RANCHO CORDOVA

PROFESSIONAL

Cyrus Abhar, City Manager

Ali Seyedmadani, Vice President

Date: _____

Date: _____

Attest:

Stacy Leitner, CMC, City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren, City Attorney

EXHIBIT A

SCOPE OF SERVICES

INTRODUCTION

Since its incorporation in 2003, the City of Rancho Cordova has been a valued client, neighbor, and close partner with Michael Baker. Over that time, we have continued to work closely with City staff on multiple initiatives. As you will see in this proposal, we have an available, well-qualified, and experienced team that is prepared to continue delivering all of the services described in the RFP.

At Michael Baker, we focus on people, places, and creating great communities. We routinely provide extension of staff services for municipalities and agencies and exceed expectations for planning, housing, redevelopment, finance, GIS, project management, and beyond. We provide a cost-effective and flexible approach, assigning appropriately experienced and personable staff to match clients' work needs. As a full-service consulting firm, Michael Baker offers agency staffing, environmental, comprehensive planning, emergency management, engineering, and other services.

Michael Baker understands the challenges that local agencies face as opportunities for new development arise and require responsive and thorough professional analysis. From initial application review to project analysis, from overseeing noticing to preparing documents for decision-makers, our staff members have collectively processed thousands of development entitlements for cities throughout California. At Michael Baker, we work hard to ensure that we get the right person on the job with the experience and capacity to be successful. Our reputation depends on it.

In the following sections of this proposal, we will demonstrate our continued commitment to the City. We stand ready to continue offering our very best planning, environmental, housing, and engineering services with staff whom you have come to know and trust over our 16-year history together.

SERVICES TO THE CITY

PROPOSED SERVICES

Michael Baker understands the City is looking for a variety of services to support the Planning Division of the Community Development Department. Our team of experienced staff can assist the City with developing and delivering programs and projects associated with departmental obligations and overall fulfillment of citywide goals, among them being to "ensure a safe, inviting and livable community." As your current contract planning staff, we understand the City's facilities, processes, and operations. We recognize that City staff must respond quickly to City Council priorities and the needs of the community and project applicants. Michael Baker is responding to and proposing to provide all of the requested services identified in the RFP:

Services included in the proposal

City Services
1. Designated Contract Planner
2. Advanced Planning Services
3. Environmental Services
4. CDBG and Housing Program Services
5. Supplemental Services

MEETING YOUR COMMITMENTS

The City of Rancho Cordova is an important strategic client for Michael Baker. Our management team has a strong understanding of our team's workload, and we will ensure that work is allocated adequately so that staff can commit to project meetings, site visits, and assigned project tasks, as necessary. To demonstrate that we have the capacity to complete larger projects, our staffing section and organization chart show that we offer the required range of services and can call on Michael Baker's deep resources to complete substantial assignments.

UNDERSTANDING OF SERVICES PROPOSED

1. Designated Contract Planner

Based upon the RFP, we understand that the City is seeking a full-time in-house senior planner to assist City staff with major development projects and planning activities. Ms. June Cowles, AICP, will continue in her current role as the Designated Contract Planner. Ms. Cowles is a senior planner who will continue to receive general direction from the City's Planning Manager in providing essential services as the project planner for specific projects. We understand that the majority of assigned work would include tasks such as:

- Assistance with public counter support and preapplication reviews; fielding/answering general and online information questions
- Application intake, reporting, and tracking
- Preliminary project and application review
- Consultation with other City departments, other outside agencies, special districts, and community groups as needed
- Formal application review, plan review, map checking, and evaluation for completeness
- Analysis of zoning, General Plan, specific plans, master plans, and area plans
- Site visits and on-site inspection for all new development activity
- Attendance as needed at project meetings with City staff or the applicant
- Project compliance with City policies and local and state guideline development standards and regulations
- Preparation of staff reports and public hearing notices for review by the City Council, as required
- Engagement and management of technical consultants for specific tasks or reports (as requested)
- Presentations and/or assistance to the City staff with project presentations to City Council
- Conducting scoping, outreach, or public information meetings with City staff
- Preparing annual development agreement reviews as required under applicable law and notices of compliance
- Assistance with regional planning activities
- Managing third-party agreements with the City for planning and related projects

2. Advanced Planning Services

Michael Baker is well qualified to support the City on long-range planning and special projects. We provide a broad range of services with subject matter experts in community planning, urban design, public outreach, sustainability and climate change, and municipal finance.

Our team has prepared many comprehensive general plan and zoning code updates and is well prepared to assist the City as the need arises to adjust and update these key City policy documents. While we have served as the consultant team on comprehensive updates, our staff members have also worked behind the counter, processing projects and working with the policy documents of many public agencies. We understand the challenges of ambiguous code sections and appreciate that, despite the best intentions, sometimes adopted regulations do not reflect the intent of a community and its elected officials.

For many of our client agencies, Michael Baker has either prepared focused updates to zoning or subdivision ordinances to respond to specific issues or completed an annual “cleanup” ordinance revision that offers further clarification on specific items. However the City wishes to approach these revisions, Michael Baker is ready and able to assist with ensuring the City’s regulations are consistent with new state legislation, case law, best practices, or local preferences.

3. Environmental Services

This section describes our overall qualifications and approach to providing environmental consulting services to the City as outlined in the RFP. Ms. Sarah Blanchfield, Northern California Planning Department Manager will continue in her current role in taking the lead on environmental consulting services with the assistance of Mr. John Hope, Senior Environmental Planner. Sarah and John are familiar with the studies, permits, and reports necessary to obtain environmental clearance for a variety of public facility development projects which Michael Baker staff have been a part of for years through our continued relationship with the City.

Our staff cover all the environmental disciplines required for CEQA, NEPA, site assessments, and regulatory permitting. The majority of assigned work would include tasks that Michael Baker have helped the City with in the past such as:

- Preparing environmental determinations for public and private projects processed by the City
- Environmental clearance, permitting, and compliance for projects
- On-site inspections and field surveys
- Assistance with the implementation of mitigation monitoring programs as well as long-term management and monitoring and reporting
- Peer review and advice on documents prepared by others
- Preparation, management, and/or review of associated CEQA documents
- Preparation of NEPA documentation for CDBG projects

The City and project applicants will want to understand the likely level of CEQA analysis early in the project review process:

- Conduct reviews in coordination with project planner and City staff.
- Focus on expediting CEQA review—to the extent appropriate, rely on previously completed CEQA analysis.
- Seek legally defensible CEQA analysis, conducted in an efficient and timely manner.

Our staff members are active in professional associations such as the Association of Environmental Professionals and the American Planning Association, and we stay current on CEQA and NEPA best practices and case law.

A complete listing of Michael Baker’s CEQA, NEPA, environmental permitting, and site assessment capabilities is included in the following table.

Service Type	Expertise	
Environmental Documents	▪ Categorical Exemptions/Exclusions (CE) ▪ Initial Studies/Negative Declarations/Mitigated Negative Declarations (IS/ND/MND) ▪ Environmental Assessments/Finding of No Significant Impacts (EA/FONSI) ▪ Environmental Impact Reports (EIR), Environmental Impact Statements (EIS)	
Technical Studies	▪ Air Quality Modeling ▪ Architectural History Evaluations ▪ LESA Agricultural Land Modeling ▪ Impact Fee Studies ▪ Community Impact Analysis ▪ Cultural Resources Reports	▪ Visual Impact Analysis ▪ Recreation/Trail Design ▪ Recreation Use Surveys ▪ GIS Mapping/Analysis ▪ Opportunities and Constraints Studies ▪ Native American and Historic Resources

Service Type	Expertise	
Technical Studies (continued)	- Greenhouse Gas Emissions Analysis - Environmental Justice Evaluation - Preliminary Hazardous Materials Assessments - Hydrology and Water Quality Analysis - Hydraulic Modeling - Noise Modeling	- Transportation/Traffic Impact Study - Utility Investigation - Visual Impact Analysis - Photo-simulations - Water Resource Study - Water Supply Assessment
Public Outreach	- CEQA Public Notices (Notice of Preparation, Notice of Completion, Notice of Availability, Notice of Intent, Findings, Statement of Overriding Considerations, Notice of Determination) - NEPA Notices (Notice of Intent, Notice of Availability, Record of Decision, FONSI) - Legal Ads - Social Media - Scoping Meetings - Attendance and Representation at Public Hearings and Agency Meetings - Focused Discussion Groups - Consensus Building	
Mitigation Monitoring	- Mitigation Monitoring Plans - Development of Success Criteria and Monitoring Schedules - Preconstruction and Construction Surveys - On-Site Monitoring - Project Mitigation and Mitigation Bank Evaluation - Regulatory Permit Compliance	

4. CDBG and Housing Program Services

Under the leadership of Ms. Patrice Clemons, Michael Baker is prepared to continue providing CDBG and housing program services to the City. Our Housing and Community Development team has worked with more than 70 agencies in California to prepare housing assessments, assist in developing affordable housing strategies, and implement effective housing and community development projects, programs, policies, and plans. Our staff has also provided support staff and technical assistance to help jurisdictions successfully administer HUD-funded housing and community development programs and to develop and implement other state and federal grant-funded programs. Michael Baker has prepared numerous housing and community services analyses for jurisdictions looking for fact-based and data-driven policy recommendations, and we understand and are fluent in working with the data analysis and reporting requirements involved in successfully managing HUD grant and housing programs.

Our Housing and Community Development team can assist the City of Rancho Cordova with any of the following services, described in detail below:

- CDBG subrecipient assistance
- CDBG HUD required reporting
- Community engagement
- CDBG program support
- Housing program support
- Labor standards
- Construction management
- Administration of CDBG-CV grant
- Fair Housing services

CDBG Subrecipient Assistance**Subrecipient Management and Technical Assistance**

- Michael Baker will assist the City to manage its CDBG program subrecipients and will work closely with subrecipients to communicate performance expectations, ensure regular reporting requirements are being met, and monitor performance to provide technical assistance as needed. Michael Baker has developed and utilizes standardized reporting forms for use by subrecipients.

CDBG Eligibility and Compliance

- Michael Baker will assist the City with ongoing compliance with CDBG program requirements. This will include assistance with determining and documenting compliance with basic eligibility and with ongoing documentation supporting eligibility and the measurement of program impact.

Michael Baker will also review applications for CDBG funds, proposed uses of CDBG funds, subrecipient agreements, contracts for services and construction, bid documents, and required HUD reporting (paper and online in IDIS) for compliance with CDBG requirements.

Application Assistance and Review

- Michael Baker will assist the City to evaluate proposed CDBG projects and programs. This will include the solicitation of proposals from potential subrecipients, preapplication technical assistance, public workshops, review and ranking of applications, initial recommendations, and work plan development for selected projects.

Michael Baker has available standardized application and review forms, and time-tested presentation materials available for the City's use.

CDBG HUD Required Reporting**Program Performance**

- Michael Baker will assist the City with reporting on program performance. This task will be supported by working with subrecipients, specifically with assisting them to gather accurate information on program impact and report it in a timely manner. Michael Baker will ensure that the City is proposing, tracking, and reporting on the correct measures for each given activity type.

Contracting and Labor Standards

- Michael Baker will assist the City with compiling the required information to complete all information related to contracting and compliance with federal labor standards. This task will be supported by Michael Baker's assistance with labor compliance. Reports will include the Semi-annual Labor Standards Enforcement Report (HUD-4710) and the annual Contract and Subcontract Activity Report (HUD-2516). We will also collect and compile reports on the City's progress toward meeting goals in contracting with MBE/WBE and Section 3 firms and hiring of Section 3 persons.

Required Financial Reporting

- Michael Baker will assist the City with completing financial reports to HUD including the Federal Financial Report (SF-425). We will also assist with gathering and verifying the required information for this and any other financial status report required by HUD or other granting agency.

CAPER

- Michael Baker will work closely with City staff to complete the annual CAPER. We will collect and compile information on a quarterly basis throughout the year to ensure the quick and efficient completion of the CAPER.

Reprogramming and Reallocations

- Michael Baker will assist the City with tracking program progress and identify the need for mid-year reallocation of funds to new or existing programs or projects. Michael Baker will advise the City on the requirement for plan amendment and assist with plan amendment.

Financial Record Keeping and Reporting

- Michael Baker will assist the City with local record keeping and grant-side financial tracking. This will include the regular reconciliation with City Finance staff required to ensure accurate and timely reporting to HUD, and provide up-to-the-minute information on progress to meeting goals and the commitment and expenditure of CDBG funds.

Michael Baker has developed custom tools in Excel to track CDBG programs, which will be used to assist the City.

Community Engagement

Michael Baker may conduct enhanced community engagement, in collaboration with City staff in preparation of annual action plan. Public outreach activities may include the following:

Stakeholders Consultations

- Michael Baker may conduct consultation meetings with those organizations and agencies that have been identified and selected by the City of Rancho Cordova; Consultations may be held with the following stakeholders and other similar groups: community-based organizations, social service agencies, faith-based organizations, local fair housing organizations, employment agencies, job-training organizations, youth and senior organizations, ADA advocacy groups, domestic violence shelters and service organizations, AID/HIV health providers, public/private housing providers, affordable housing advocates, affordable housing developers, real estate agents, housing authority resident advisory boards, homeless advocates, school districts, labor unions, local and regional transit agencies, tenant organizations, landlord organizations, philanthropic organizations, and City departments such as Community Development, Building, and Public Works.
- At these meetings, we will facilitate discussion to obtain stakeholder perspectives on the maps and data, community needs and issues, and contributing factors, and identify and prioritize solutions and goals.
- Michael Baker will provide follow-up email and phone consultations for those that do not attend meetings.

Community Leaders Consultations

- Michael Baker may schedule, prepare materials, facilitate, and provide feedback through one-on-one consultation meetings with community leaders. These individuals typically work or volunteer in the community that they live in and/or are trusted resident leaders. City staff may attend consultation meetings as well. Community leaders will be identified and selected by City staff; and consultation meetings will last approximately two hours each.

Neighborhood Meetings

- Michael Baker may facilitate focus group meetings in CDBG target neighborhoods. Moreover, these group meetings will focus on reaching target populations, which may include persons with disabilities, racial and ethnic minorities, seniors, low-income families, and others as identified during the community engagement process. Michael Baker staff can create focus group materials.
- Michael Baker will work collaboratively with the City Community Engagement Program in preparation of these meetings.

Community Leader-led Neighborhood Meetings

- Michael Baker staff may prepare materials and provide training to community leaders for the community leaders to conduct and facilitate additional focus group meetings in one of the focus neighborhoods, which may include South White Rock Road, North White Rock Road, Cordova Meadows, Cordova Gardens, Cordova Vineyards, Cordova Lane, Mills Ranch, and various mobile home parks.

ITEM 9.8.

Pop-Up Events

- Michael Baker staff may also prepare materials, schedule, and collect data from four pop-up events.

Survey

- Michael Baker may develop an online and paper survey, coordinate with the City on distributing the survey, assist in preparing marketing materials, and track and compile survey responses.

Public Hearings

- Public hearings will be held at City Hall and. Michael Baker may prepare the materials and present at the meetings.

Language Interpretive Services and Material Translations

- Michael Baker staff will coordinate and guide the City in determining interpretive and translation services to be provided for community engagement efforts. The City will procure and pay fees for interpretive services at neighborhood and community engagement meetings, as determined in consultation with Michael Baker. The City anticipates the following potential languages: Spanish, Russian, Farsi, Vietnamese, and/or Urdu. Michael Baker will then create online and paper surveys formats in three to four languages, as determined by the City.

CDBG Program Support

IDIS

- Michael Baker will ensure accurate reporting of program accomplishments in IDIS. This will include annual setup, regular reporting, and project completion. Michael Baker will also provide training to City staff as desired.

Annual Calendar

- Michael Baker will provide the City with an annual calendar of program requirements including reporting, public meetings, and notices.

Public Outreach

- Michael Baker will engage the public in the CDBG planning process. This will include the development and deployment of survey instruments, planning and facilitation of public workshops, and individual consultation with community leaders and civic organizations. Michael Baker has the in-house ability to develop customized web surveys and use audience response technology to garner live meeting results. (see more detail provided in section Community Engagement above)

Faith-Based Initiatives

- Michael Baker will coordinate with faith-based service organizations currently serving the City or who would be interested in expanding services with support from the City. The focus of efforts will be to increase participation in program planning and to leverage resources made available through faith-based organizations.

Program and Project Files

- Michael Baker will provide the City with a standard format for the contents and organization of program and project files. Michael Baker will also assist the City with managing and monitoring the contents of program and project files to ensure required documentation is in place and readily accessible.

Environmental Review

- Michael Baker will complete all required environmental review for the City's CDBG projects and programs. This includes annual program clearances, project reviews, and site-specific reviews. Michael Baker will complete the required worksheets and forms for the City's review, and coordinate with City staff to upload necessary documentation to the HEROS program. Michael Baker will coordinate review and clearance by the HUD field office as required.

Michael Baker can provide full-service environmental review services for the City's CDBG program. In addition to the HUD environmental review requirements and NEPA, Michael Baker can assist with any required CEQA review.

Administration of CDBG-CV grant

- Michael Baker will also assist the City in administration of the Covid-19 CDBG (CDBG-CV) program. Administrative responsibilities are the same responsibilities as outlined in this scope for CDBG entitlement program

Housing Program Support

HOME Consortium

- At the request of the City, Michael Baker may assist the City with coordination, communication, or administration of the HOME program.

Relocation

In the event relocation assistance must be provided as the result of CDBG-funded projects, Michael Baker will assist the City to determine eligibility of businesses and persons for relocation assistance. Michael Baker will also manage the relocation process and provide advisory services as necessary. **Housing Program Planning and Implementation**

- Michael Baker will be available to assist the City in the implementation of its housing programs, as well as prepare the City's required Housing Element Annual Report, due to the California Department of Housing and Community Development on April 1 of each year. We also have experience in commercial façade improvement programs and residential rehabilitation and homeownership programs, and are available to provide support and guidance in developing and implementing new programs as desired.

Loan Portfolio Management

- Michael Baker will work with City staff to develop long-term management and maintenance plans for the City's owner-occupied housing rehabilitation loan portfolio and implementation assistance for the new HOME consortium funding as well as housing funding not yet identified. This may include annual monitoring of existing subsidized affordable housing units.

Annual Monitoring and Financial Tracking

- Michael Baker will provide annual monitoring and financial tracking of the City's owner-occupied housing rehabilitation loan portfolio, including tenancy certification, insurance, insurance document management, annual statements, loan payoffs, foreclosures, subordinations, and similar activities necessary in successfully managing a loan portfolio.

Fair Housing Services

- Michael Baker will provide fair housing services for the City. Specific activities and budget will be identified and agreed upon at a future day, but may include: outreach, workshops; and creating housing resources.

Labor Standards

Bidding and Preconstruction

- Michael Baker will review bid documents prepared by the City to ensure all information regarding compliance with federal labor standards has been included and all necessary certifications and statements from the bidders are obtained.

After contract award, Michael Baker will ensure all the required documentation is submitted by the prime contractor and subcontractors. Michael Baker will attend the preconstruction meeting and discuss the reporting requirements and expectations for submittal of documentation, employee interviews, and review of payrolls.

Employee Interviews

- Michael Baker will conduct employee interviews to include all represented trades in all major phases of construction. Michael Baker will review interview results against payroll reports.

ITEM 9.8.

Certified Payroll Review

- Michael Baker will review weekly certified payroll reports and document compliance. Michael Baker will enforce prevailing wage requirements.

Reporting

- Michael Baker will complete all required reporting related to labor compliance. (Please see "C. HUD Required Reporting.")
Should departments or subrecipients elect to contract with other firms to provide labor compliance services, the Michael Baker team will review work for HUD Davis-Bacon compliance and provide support for any audits or HUD monitoring.

Construction Management

Michael Baker staff can assist the City in managing a housing or other similar project through its multiple phases of development: from pre-planning through construction completion, to project close-out and monitoring.

5. Supplemental Services

As a comprehensive multiservice company, Michael Baker is aligned to bridge planning and engineering, and to provide all of the complementary and supporting services needed to help any city department deliver its commitments to the community. The Michael Baker team includes in-house licensed expertise in surveying, mapping, GIS, civil engineering, structural engineering, architecture, and construction management and graphic assistance. Our subconsultant partner, TRC, brings the additional capability for any necessary field inspection services.

Engineering

Our professionals provide consulting services for a wide variety of public sector disciplines and project types, including roadway design, infrastructure design, water/wastewater facilities, stormwater conveyance, hydrology and hydraulics, bridges, site grading, and land development. This has been a cornerstone of Michael Baker for over 75 years, giving us the depth of experience and level of expertise needed to approach and form solutions to any challenge. We have proven experience in developing practical and cost-effective solutions to challenges from the earliest stages of a project in the development and analysis of project alternatives to final engineering design and construction.

Specific engineering support services for which we anticipate the City will request our continued assistance include map and development plan review and processing. Through our current work together, we have developed a clear understanding of the requirements of the Subdivision Map Act, the Land Surveyors Act, the City's Development Code, and City ordinances. The work has primarily involved review of subdivision maps, parcel maps, legal descriptions, lot line adjustments, and assessment districts, as well as planning application review of land development projects. Understanding that development review tasks are regularly time-sensitive, we have developed a method for timely reviews. We can anticipate your needs so that when you call to discuss a task, we will help you identify those needs, enabling successful completion of the project. We are here to assist the City to provide services to the surveyors, civil engineering community, and developers, so that the job is easier and allows the City's staff to excel.

EXHIBIT B
COMPENSATION SCHEDULE

Comprehensive Planning Services

Project Executive	\$295 - \$358
Project Manager	\$150 - \$214
Principal Planner	\$130 - \$176
Senior Planner	\$120 - \$172
Land Use Planner	\$120 - \$150
Associate Planner	\$95 - \$134
Assistant Planner	\$85 - \$118
Planning Technician	\$65 - \$90

Environmental Services

Project Director/Advisor	\$180 - \$278
CEQA Project Manager	\$140 - \$198
Senior Env. Specialist/Planner	\$120 - \$176
Associate Env. Specialist/Planner	\$110 - \$150

GIS

Senior GIS Analyst	\$155 - \$176
GIS Analyst	\$135 - \$166
GIS Support	\$95 - \$145

Transportation Services

Project Director/Advisor	\$180 - \$278
Transportation Planner	\$150 - \$192

Public Outreach

Project Director/Advisor	\$180 - \$278
Senior Public Information Officer	\$120 - \$172
Public Information Officer	\$90 - \$128
Public Engagement Coordinator	\$90 - \$128

Creative Services

Graphics Production Manager	\$125 - \$160
Graphic/Web Designer	\$90 - \$134

Engineering Services

Eng. Service Lead/Project Principal	\$230 - \$306
Technical Manager	\$195 - \$238
Engineer	\$145 - \$208
Design Technician	\$110 - \$145
Civil Associate	\$105 - \$134
Engineering Aid	\$85 - \$124

Surveying Services

Survey Manager	\$225 - \$274
Licensed Surveyor	\$190 - \$246
Field Supervisor	\$175 - \$208
2-person Survey Crew	\$275 - \$315
1-person Survey Crew	\$165 - \$208
Survey Analyst	\$145 - \$187

Housing & Redevelopment

Project Manager	\$125 - \$198
Senior Housing Planner	\$110 - \$145
Associate Housing Planner / Grant Specialist	\$90 - \$123
Assistant Housing Planner / Grant Specialist	\$75 - \$112

Municipal Finance

Project Director/Advisor	\$185 - \$278
Municipal Finance Manager	\$145 - \$198
Municipal Finance Coordinator	\$125 - \$166
Municipal Finance Analyst	\$85 - \$134

Administrative Services

Project Coordinator	\$110 - \$135
Technical Editor	\$85 - \$125
Administrative Support	\$65 - \$95

Rates are subject to a 5% increase each year. Reimbursable expenses and subconsultants are billed at cost plus 10% administrative mark-up. Reimbursable expenses will include vehicle mileage, postage, and/or associated costs for printing material. Vehicle mileage will be charged as an additional cost at the IRS approved rate.

May not include all staff titles. Placement of individual staff within the rate ranges provided above are determined by skill level and years of experience.

Form (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
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W-9

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

☐ Other (see instructions) ▶ _____

☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

6 City, state, and ZIP code

7 List account number(s) here (optional)

Requester's name and address (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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	

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); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 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 payee 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, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% 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, payments made in settlement of payment card and third party network transactions, 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 instructions for Part II 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 *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

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.

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Page 3

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

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

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

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The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

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

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

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 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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, 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 *What Name and Number To Give the Requester*, later, 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 SSA 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. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and 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 U.S. 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 item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

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

Form W-9 (Rev. 10-2018)

Page 5

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 made in settlement of payment card and third party network transactions, 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), ABLE accounts (under section 529A), 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) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. 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
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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 "Business name/disregarded entity" 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*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

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, 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.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic 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 property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft 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 (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

MEMORANDUM

ITEM 10.1.



DATE: October 4, 2021

TO: Honorable Mayor and Council Members

FROM: Nicholas Sosa, Associate Planner

SUBJECT: RIO DEL ORO PARCEL 66 - MAJOR DESIGN REVIEW-PROJECT NO. DD10073

PROPERTY OWNER: Alta Vista, LLC 340 Palladio Parkway, Suite 521 Folsom, CA 95630		APPLICANT/DEVELOPER: Elliott Homes, Inc. 340 Palladio Parkway, Suite 521 Folsom, CA 95630	
PROJECT:	The Applicant, Elliot Homes, Inc., is requesting a Major Design Review for Rio Del Oro Parcel 66 master home plans. The project includes 132 single-family homes consisting of four floor plans ranging in size from 1,632 SF to 2,130 SF with five different architectural styles.		
FILE:	DD10073		
LOCATION:	South of White Rock Rd., West of Rancho Cordova Pkwy., North of International Drive		
ZONING:	Medium Density (MD) Rio Del Oro Specific Plan (RDOSP)		
APN:	072-3880-004-0000		
PLANNER:	Nicholas Sosa, Associate Planner		

RECOMMENDATION:

Find the project is exempt under CEQA Guidelines Exemption 15182, Residential Projects Pursuant to a Specific Plan. The project was analyzed as part of the Rio Del Oro Specific Plan (RDOSP) Environmental Impact Report (EIR); and Adopt the Resolution for the Rio Del Oro Parcel 66 Major Design Review.

RESULT OF RECOMMENDED ACTION

Adoption of the above referenced resolution would approve the Major Design Review to include a total of four floorplan designs with five overall elevation styles. Approval would allow the applicant to pursue necessary building permits for new construction of production homes.

BACKGROUND / PROJECT HISTORY

The Rio Del Oro Parcel 66 Tentative Subdivision Map (TSM) was approved on June 21, 2021 and is located in the northwest portion of the overall Rio Del Oro Specific Plan Area (**See Figure 1: Parcel 66 Location and Tentative Subdivision Map**). The 26.6-acre subdivision map

includes 132 single-family homes along with 4 acres of greenbelt and 1.6 acres of landscape corridors.

Figure 1: Parcel 66 Location and Tentative Subdivision Map



ANALYSIS

GENERAL PLAN CONSISTENCY:

The project site is located within the RDOSP Medium Density Residential designation (6.1-18 DU/AC). The density and lot size of the project was reviewed as part of their tentative subdivision map approval. The proposed project is only for exterior elevations of the homes and is consistent with the General Plan and Specific Plan.

ZONING ORDINANCE:

The subject property is zoned Medium Density (MD) residential within the RDOSP. This zoning designation provides an opportunity to accommodate a variety of housing types and sizes. The proposed project is within density range of the MD zone and is consistent with all applicable requirements and standards of the RDOSP including height and setback requirements. The project provides a variety of architectural styles and one and two-story homes consistent with Rancho Cordova's design guidelines.

MAJOR DESIGN REVIEW

The applicant, Elliott Homes, is requesting a Major Design Review entitlement for the Parcel 66 subdivision with a typical lot size of 45' x 80'. The submitted project includes 132 single-family homes with four floor plans and a total of five architectural styles. The submitted elevations include craftsman, farmhouse, contemporary ranch, adobe ranch and traditional. A streetscape view example and front elevations of all floor plans is shown below in **Figures 2-6**. All other elevations can be seen in the attached project plans (Attachment 2)

The proposed designs include multiple color schemes and architectural detail to create visual interest within the subdivision. Color schemes include colors for body, fascia, trim/garage, and accent colors as well as picture samples of stone and roof materials (see Attachment 2). All floorplans include living space and/or courtyard and porches forward of the garage as required by the Rancho Cordova Design Guidelines.

Figure 2: Conceptual Street Scene



Figure 3: Plan 1 (1,632 SF)

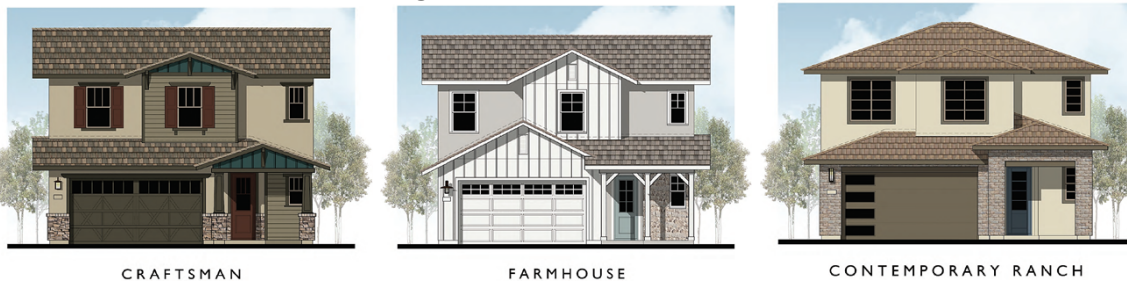


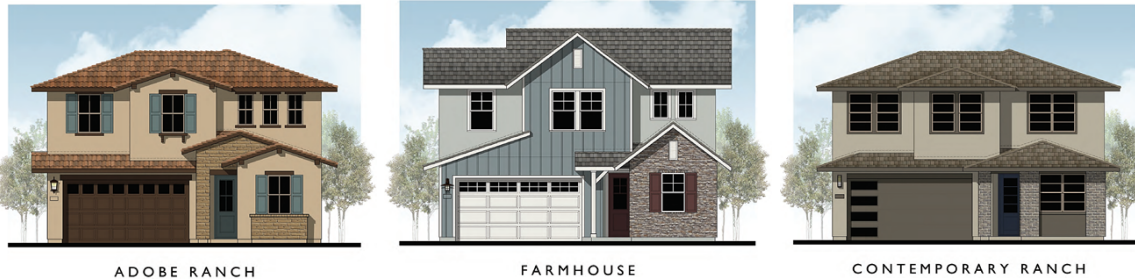
Figure 4: Plan 2 (1,786 SF)



Figure 5: Plan 3 (1,962 SF)



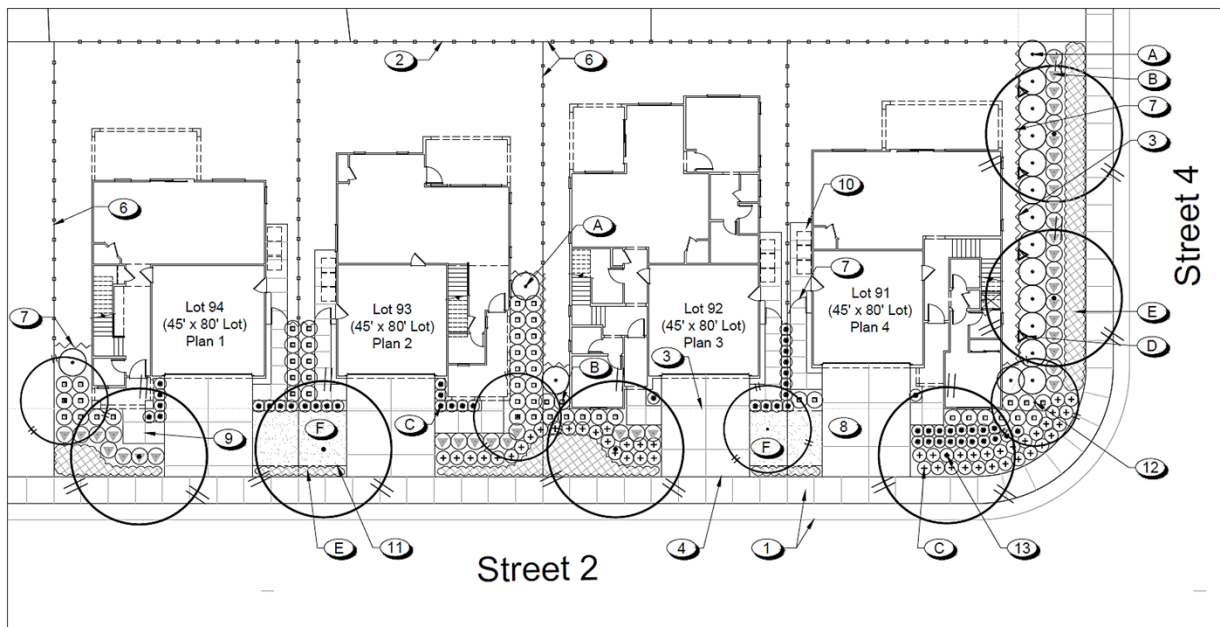
Figure 6: Plan 4 (2,130 SF)



Landscape Design

The submitted typical landscape plan provides the landscaping elements for both production homes and open space areas. The plant legend provides a variety of drought tolerant trees, shrubs, and ground cover that will add to the visual interest of the streetscape. As part of the landscaping installation, the project has been conditioned to provide weed barrier under installed ground cover in order to minimize weed growth and bark runoff. A concrete pad behind the fence line will also be conditioned on the project as a designated space for refuse storage. **See Figure 6 for Production Home Typical Landscape Plans.** The full detail of the landscape plans can be seen in [Attachment 2](#).

Figure 7: Typical Landscape Plans



DESIGN REVIEW FINDINGS & EVIDENCE

Approval of the Major Design Review, subject to the Design Review Package ([Attachment 2](#)) and the Conditions of Approval ([Attachment 3](#)) must provide sufficient evidence for the Findings required by Zoning Code Section 23.141.070. Findings and supportive evidence are shown below:

- A. **Finding:** The proposed project is consistent with the objectives of the General Plan, complies with applicable zoning regulations, Specific Plan provisions, and special planning area provisions, and is consistent with the applicable Rancho Cordova Design Guidelines.

Evidence: The project site is located within the Rio Del Oro Specific Plan Area Medium Density Residential designation (6.18 – 18.0 DU/AC). The proposed project of 132 single-family homes within an area of 26.6 acres provides a density of 6.5 DU/AC which is within the allowable range for the medium density zoning designation. The proposed major design review is consistent with the Rio Del Oro Specific Plan development standards as well as the applicable areas of the City of Rancho Cordova Design Guidelines and architectural detail requirements.

- B. **Finding:** The proposed architecture, site design, and landscape are suitable for the purposes of the building and the site and will enhance the character of the neighborhood and community.

Evidence: The applicant, Elliott Homes, is presenting a design package that includes four unique floor plans and a total of five architectural styles. The package also contains multiple color schemes that will create a vibrant and visually interesting streetscape. Conditions of approval have been added to the project that require the applicant to alternate between floorplans and elevations in order to increase street variation throughout the neighborhood.

- C. **Finding:** The architecture, including the character, scale, and quality of the design, relationship with the site and other buildings, building materials, screening of exterior appurtenances, exterior lighting and signing, and similar elements establishes a clear design concept and is compatible with the character of existing or anticipated buildings on adjoining and nearby properties.

Evidence: The proposed architecture and landscaping are compatible with the adjacent subdivision, Parcel 67, as well as the standards within the Rio Del Oro Specific Plan area and City Design Guidelines. The project proposes five different architectural styles (craftsman, farmhouse, contemporary ranch, traditional, and adobe ranch) which include unique details and elevations that portray a consistent design concept throughout the subdivision and nearby properties. Elements such as wrought iron fencing in areas that are near the adjacent greenbelt and also alongside pedestrian access ways, will also enhance the character and safety of open space areas.

- D. **Finding:** The proposed project will not create conflicts with vehicular, bicycle, or pedestrian transportation modes of circulation.

Evidence: The subdivision map was approved (Resolution 109-2021) prior to this Design Review. Vehicular, bicycle and pedestrian circulation were studied and accepted as part of this prior approval. The requested Design Review entitlement will not impede any of the previously approved transportation modes of circulation.

ENVIRONMENTAL

The project is exempt from CEQA per section 15182, Residential Projects Pursuant to a Specific Plan. The City Council adopted Resolution 92-2010 certifying a Final Environmental Impact Report/Environment Impact Statement (EIR/EIS) (State Clearinghouse #2003122057) for the RDO Specific Plan, pursuant to the California Environmental Quality Act (CEQA). The proposed residential project has been analyzed and has been determined to be in conformity with what was reviewed as part of the original EIR. No further environmental analysis is required.

FISCAL IMPACT ANALYSIS

Approval of the Major Design Review for the design of production homes within Parcel 66 will benefit the City and the community by providing direct contributions to fund needed public infrastructure for this project and the broader community.

While the project will generate additional demands for municipal services, the project will be subject to existing and new funding mechanisms to pay fair share costs for ongoing operations, maintenance, and services that will offset City costs.

RECOMMENDED MOTION

Staff recommends that the City Council take the following action:

- Find that the project is Exempt per Section 15182, Residential Projects Pursuant to a Specific Plan; and
- Approve the Resolution for a Major Design Review for Rio Del Oro Parcel 66 – Project No. DD10073.

ATTACHMENT(S)

1. Resolution
2. Exhibit A to the Resolution – Project Plans
3. Exhibit B to the Resolution – Conditions of Approval
4. 500' Radius Map with Mailing Labels

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2021

A RESOLUTION OF THE CITY COUNCIL APPROVING A MAJOR DESIGN REVIEW PERMIT FOR RIO DEL ORO PARCEL 66 PROJECT NO. DD10073

WHEREAS, Elliott Homes, Inc (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova for a Major Design Review approval for Rio Del Or Parcel 66 within Rio Del Oro Specific Plan four new floor plans with five overall architectural styles; and

WHEREAS, the City Council is the appropriate authority to hear and take action on this project; and

WHEREAS, the project site was previously analyzed as a part of The Rio Del Oro Specific Plan Area Environmental Impact Report (EIR) adopted by the City of Rancho Cordova, thereby satisfying the requirements for the California Environmental Quality Act; and

WHEREAS, the proposed residential project is in conformity with what was reviewed as part of the Specific Plan EIR, and therefore is exempt under CEQA exemption 15182, Residential Projects Pursuant to a Specific Plan; and

WHEREAS, the City Council of the City of Rancho Cordova has conducted a properly noticed public hearing pursuant to Government Code section 65090 and has duly considered all written and verbal testimony presented during the hearing.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HEREBY RESOLVES AS FOLLOWS:

1. Determine the CEQA exemption 15182 is an adequate exemption according to the Guidelines of the California Environmental Quality Act.

- a) **Finding:** The project site has been analyzed and is exempt per California Environmental Quality Act exemption 15182 Residential Projects Pursuant to a Specific Plan.

Evidence: The project is exempt from CEQA per section 15182, Residential Projects Pursuant to a Specific Plan. The City Council adopted Resolution 92-2010 certifying a Final Environmental Impact Report/Environment Impact Statement (EIR/EIS) (State Clearinghouse #2003122057) for the RDO Specific Plan, pursuant to the California Environmental Quality Act (CEQA). The proposed residential project has been analyzed and has been determined to be in conformity with what was reviewed as part of the original EIR. No further environmental analysis is required.

2. Approve the Design Review, subject to the Major Design Review Package (Attachment 2) and the Conditions of Approval (Attachment 3); supported by the following Findings and Evidence, as required by Zoning Code Section 23.141.070:

- a) **Finding:** The proposed project is consistent with the objectives of the General Plan, complies with applicable zoning regulations, Specific Plan provisions, and special planning area provisions, and is consistent with the applicable Rancho Cordova Design Guidelines.

Evidence: The project site is located within the Rio Del Oro Specific Plan Area Medium Density Residential designation (6.18 – 18.0 DU/AC). The proposed project of 132 single-family homes within an area of 26.6 acres provides a density of 6.5 DU/AC which is within the allowable range for the medium density zoning designation. The proposed major design review is consistent with the Rio Del Oro Specific Plan development standards as well as the applicable areas of the City of Rancho Cordova Design Guidelines and architectural detail requirements.

- b) **Finding:** The proposed architecture, site design, and landscape are suitable for the purposes of the building and the site and will enhance the character of the neighborhood and community.

Evidence: The applicant, Elliott Homes, is presenting a design package that includes four unique floor plans and a total of five architectural styles. The package also contains multiple color schemes that will create a vibrant and visually interesting streetscape. Conditions of approval have been added to the project that require the applicant to alternate between floorplans and elevations in order to increase street variation throughout the neighborhood.

- c) **Finding:** The architecture, including the character, scale, and quality of the design, relationship with the site and other buildings, building materials, screening of exterior appurtenances, exterior lighting and signing, and similar elements establishes a clear design concept and is compatible with the character of existing or anticipated buildings on adjoining and nearby properties.

Evidence: The proposed architecture and landscaping are compatible with the adjacent subdivision, Parcel 67, as well as the standards within the Rio Del Oro Specific Plan area and City Design Guidelines. The project proposes five different architectural styles (craftsman, farmhouse, contemporary ranch, traditional, and adobe ranch) which include unique details and elevations that portray a consistent design concept throughout the subdivision and nearby properties. Elements such as wrought iron fencing in areas that are near the adjacent greenbelt and also alongside pedestrian access ways, will also enhance the character and safety of open space areas.

- d) **Finding:** The proposed project will not create conflicts with vehicular, bicycle, or pedestrian transportation modes of circulation.

Evidence: The subdivision map was approved (Resolution 109-2021) prior to this Design Review. Vehicular, bicycle and pedestrian circulation were studied and accepted as part of this prior approval. The requested Design Review entitlement will not impede any of the previously approved transportation modes of circulation.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 4th day of October, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ITEM 10.2.

ATTACHMENT 1

ABSTAIN:

Garrett Gatewood, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

RIO DEL ORO PARCEL 66

RANCHO CORDOVA , CA

Elliott Homes
A Tradition of Quality since 1914

Bassenian | Lagoni
ARCHITECTURE • PLANNING • INTERIORS
2031 Orchard Drive, Suite 100 Newport Beach, CA USA 92660
tel. +1 949 553 9100 fax +1 949 553 0548
www.bassenianlagoni.com
Copyright 2021 Bassenian | Lagoni Architects



PLAN 4
FARMHOUSE

PLAN 1
CONTEMPORARY

PLAN 3
CRAFTSMAN

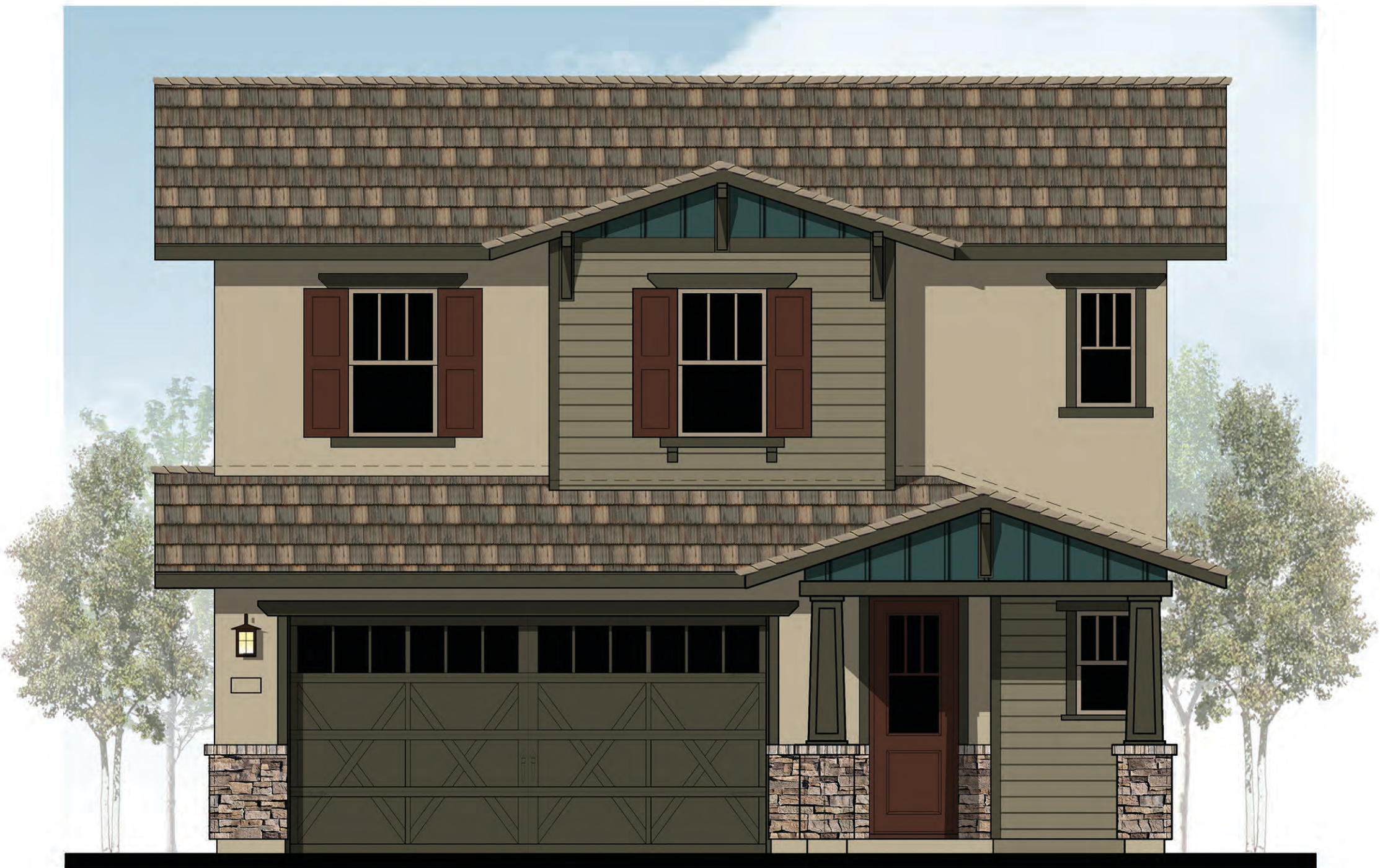
PLAN 2
TRADITIONAL

CONCEPTUAL STREET SCENE

RIO DEL ORO PARCEL 66

Rancho Cordova , California

0 4 8 16 258.21074



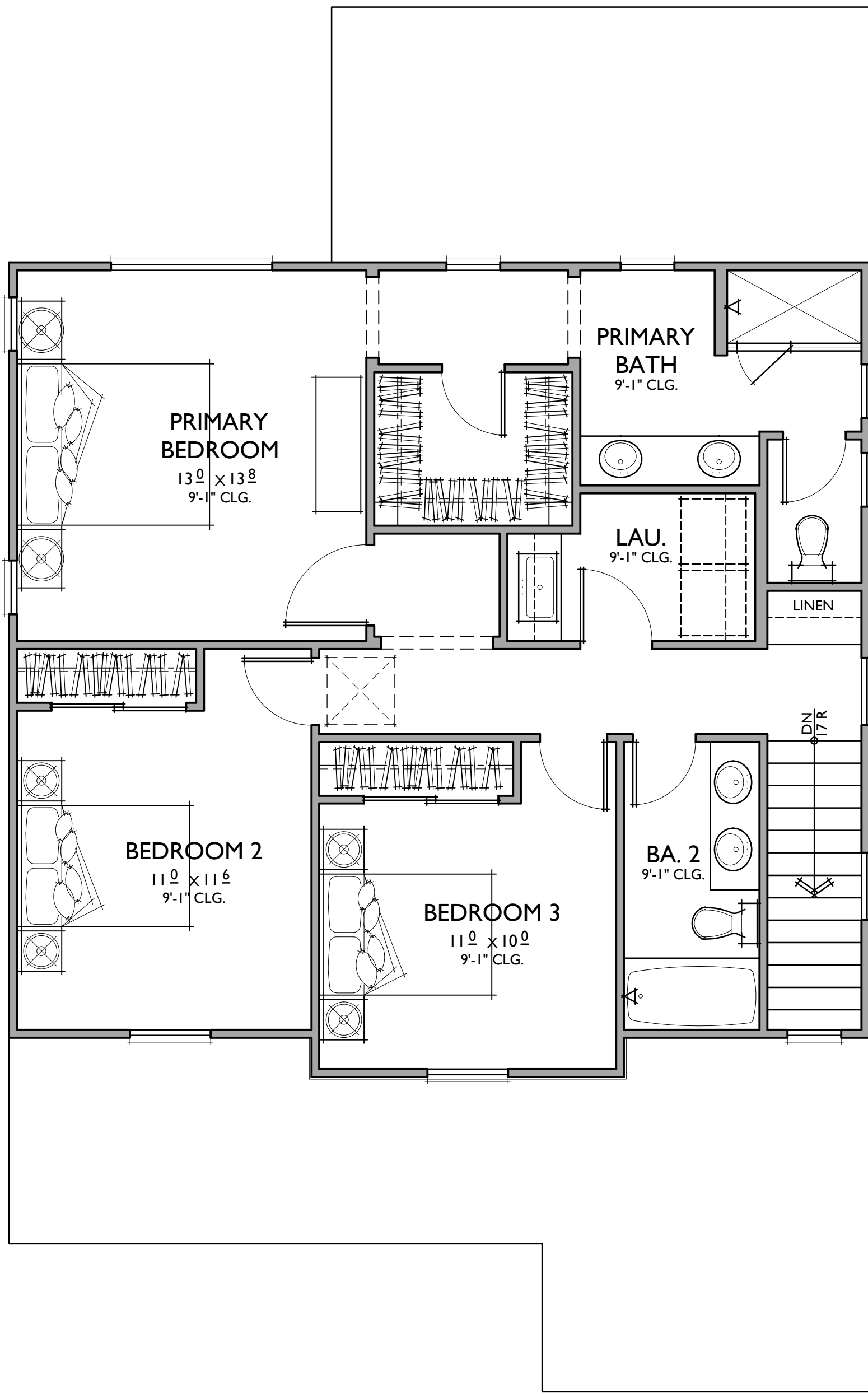
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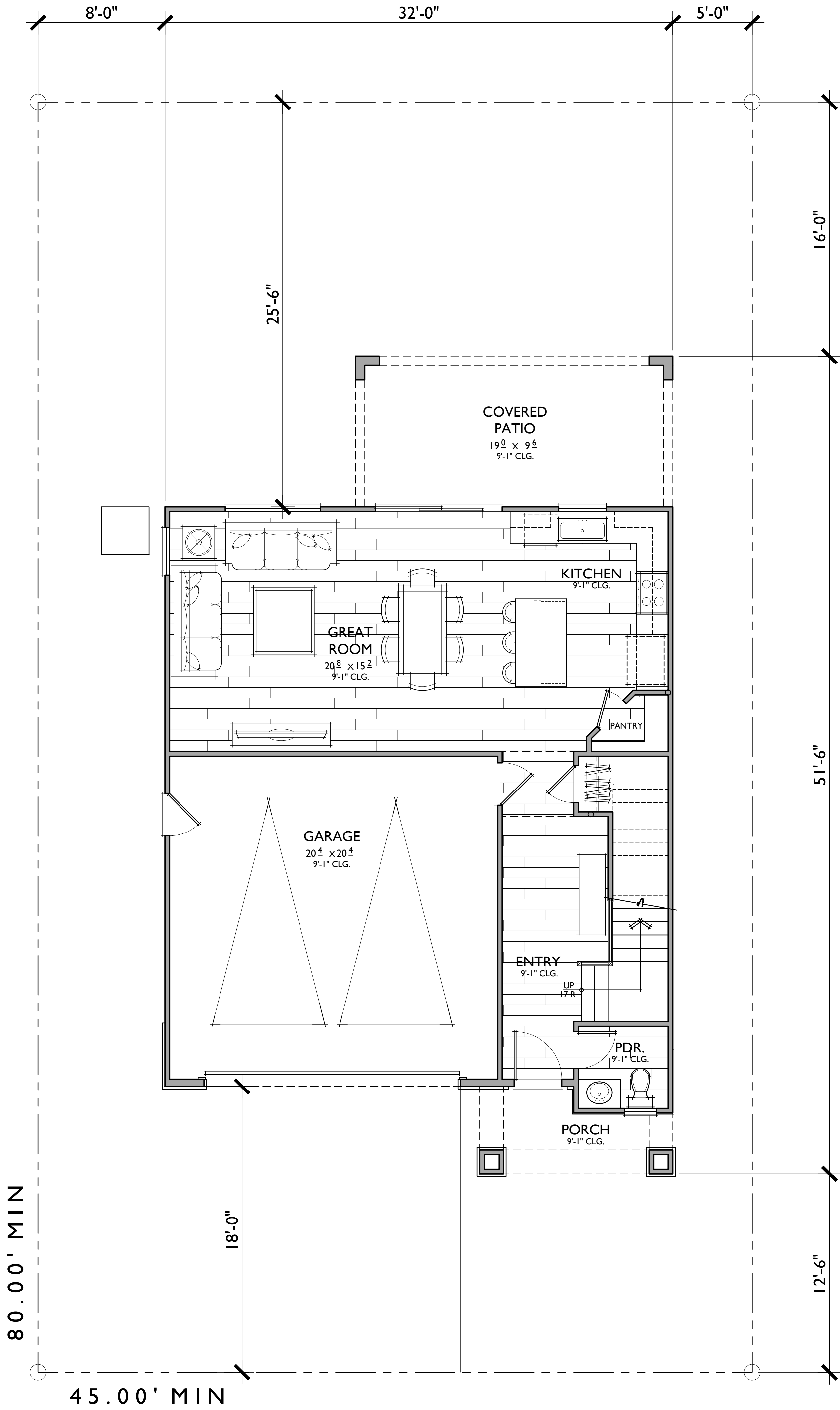
FARMHOUSE



CONTEMPORARY RANCH



SECOND FLOOR



FIRST FLOOR

PLAN I
3 BEDROOMS / 2.5 BATHS
2 - CAR GARAGE

FLOOR AREA TABLE	
1ST FLOOR	743 SQ. FT.
2ND FLOOR	897 SQ. FT.
TOTAL LIVING	1,632 SQ. FT.
2 - CAR GARAGE	436 SQ. FT.
OUTDOOR LIVING	190 SQ. FT.
PORCH	56 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

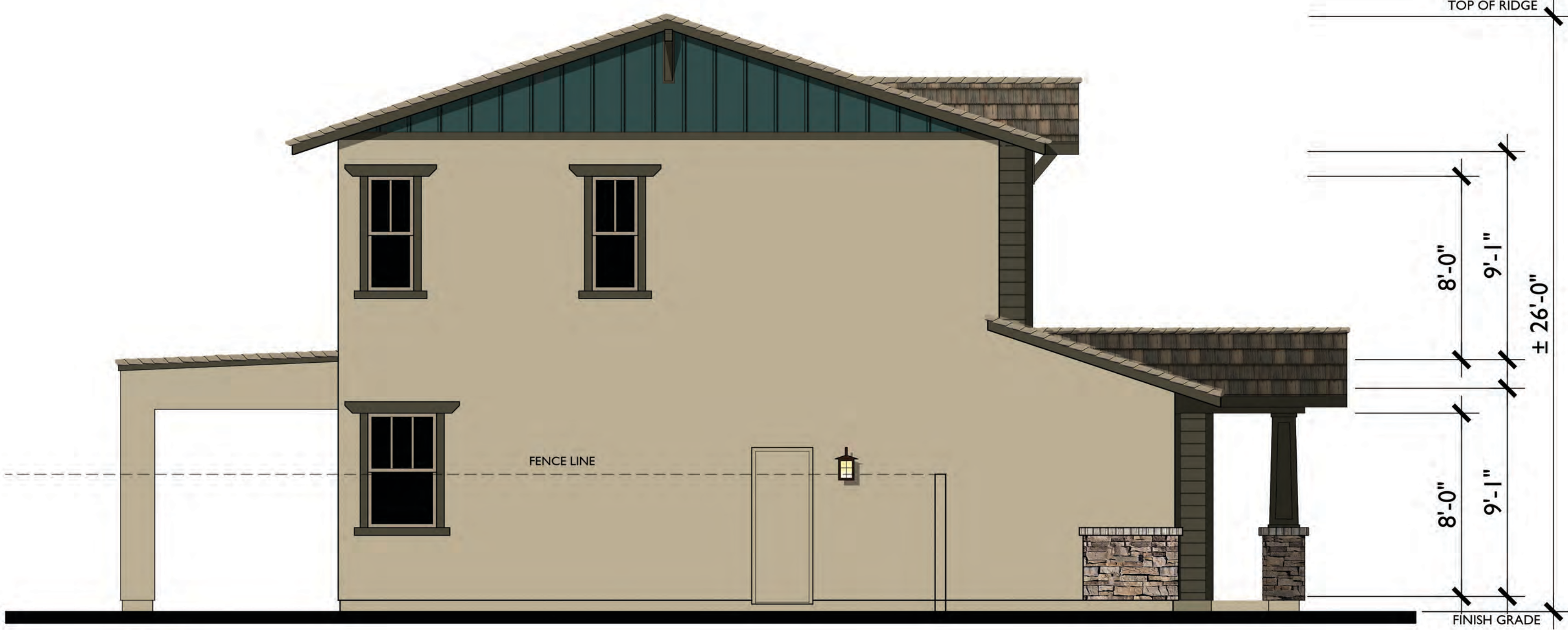


REAR

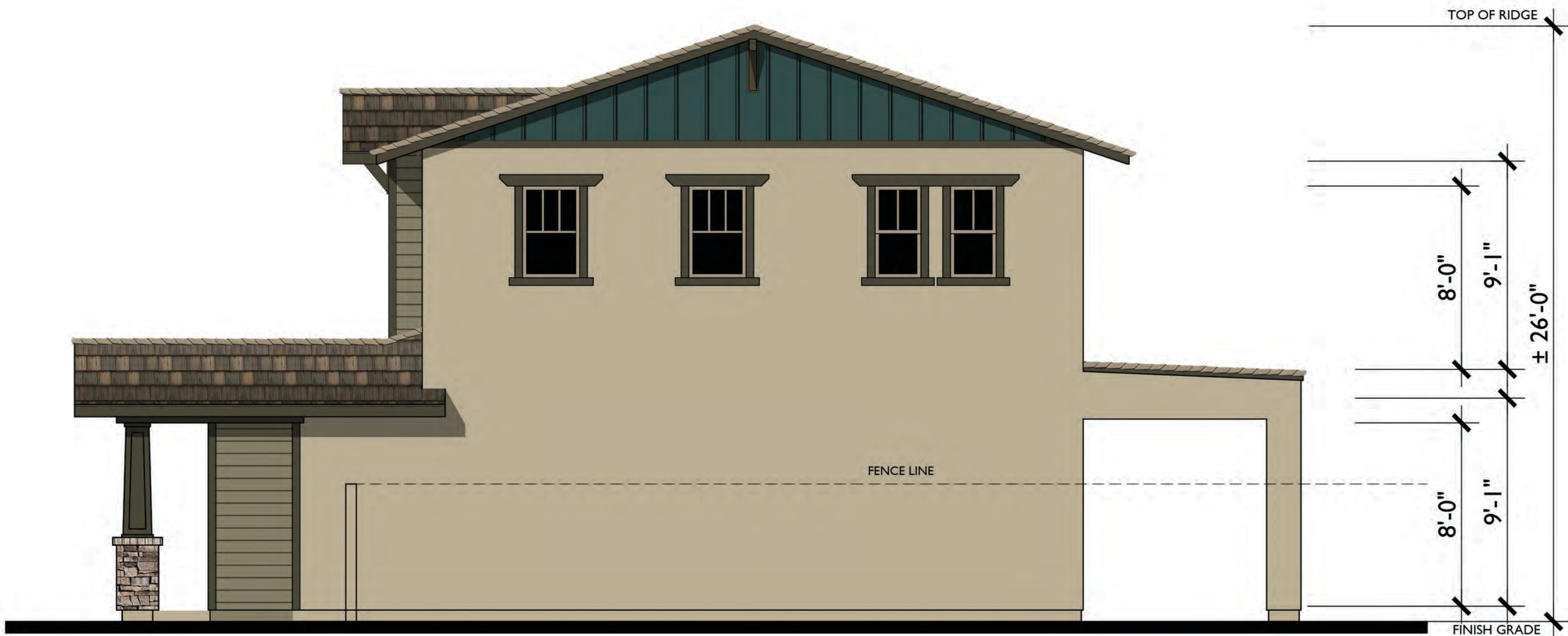


FRONT

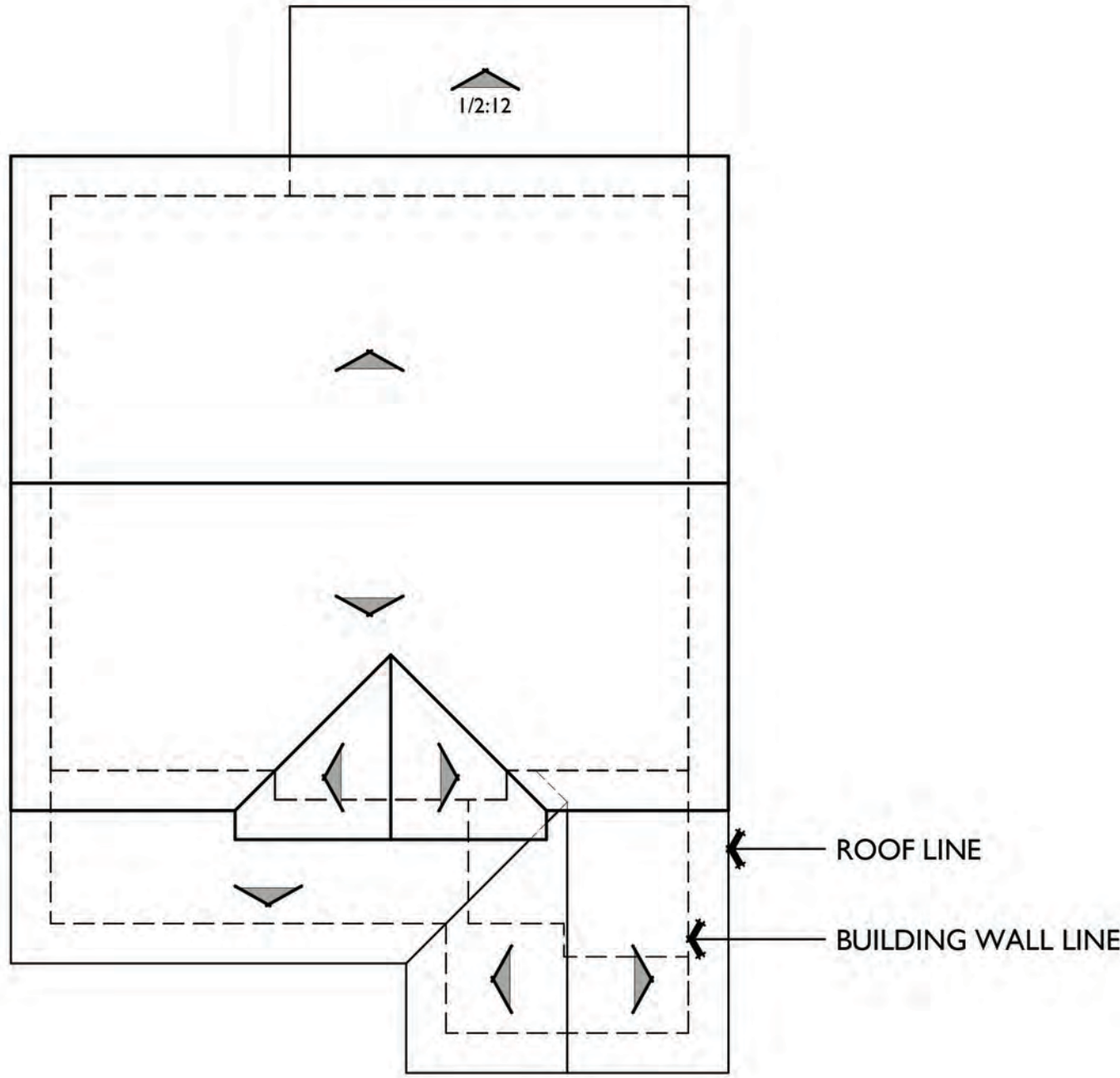
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LEFT



RIGHT

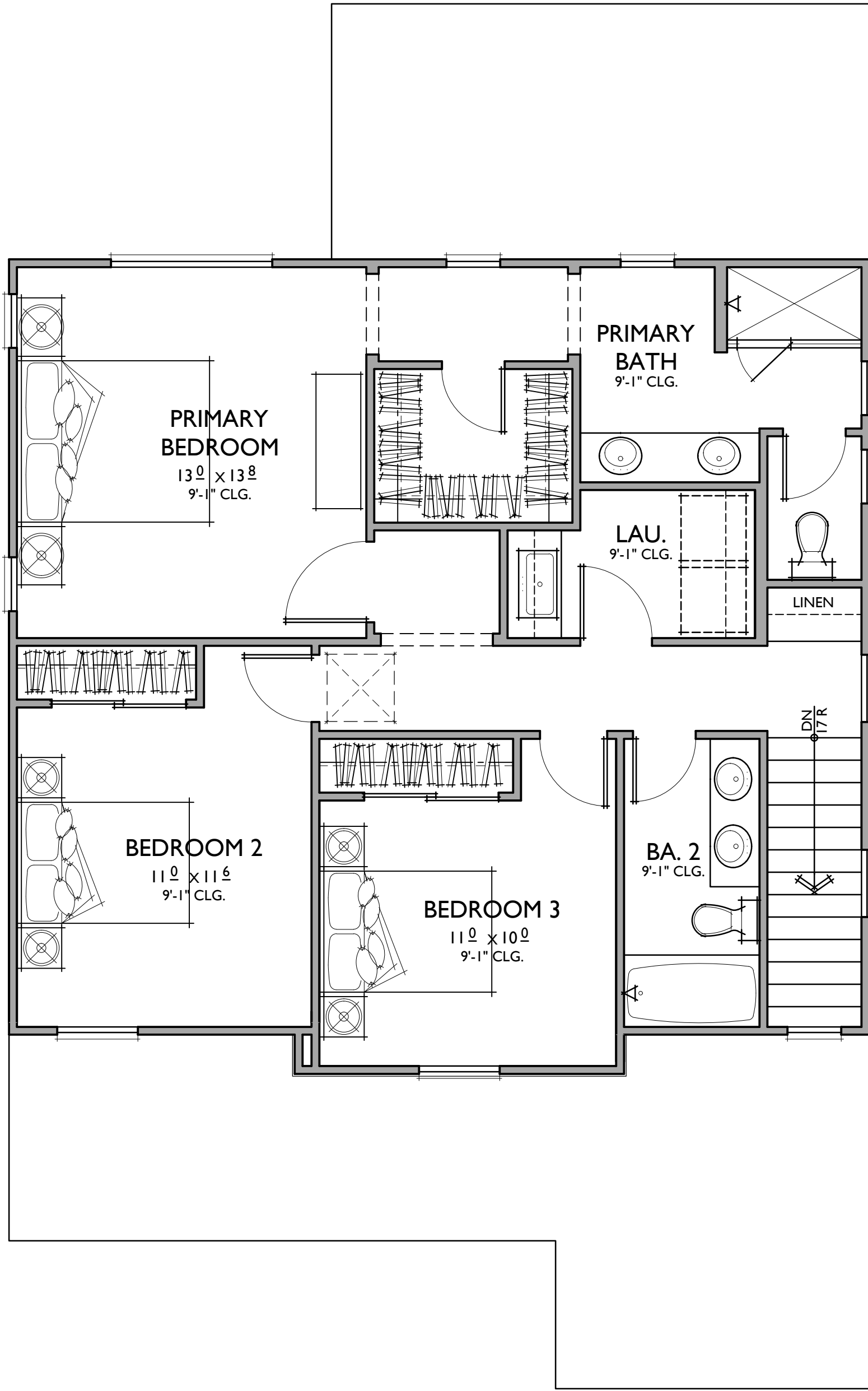


ROOF PLAN

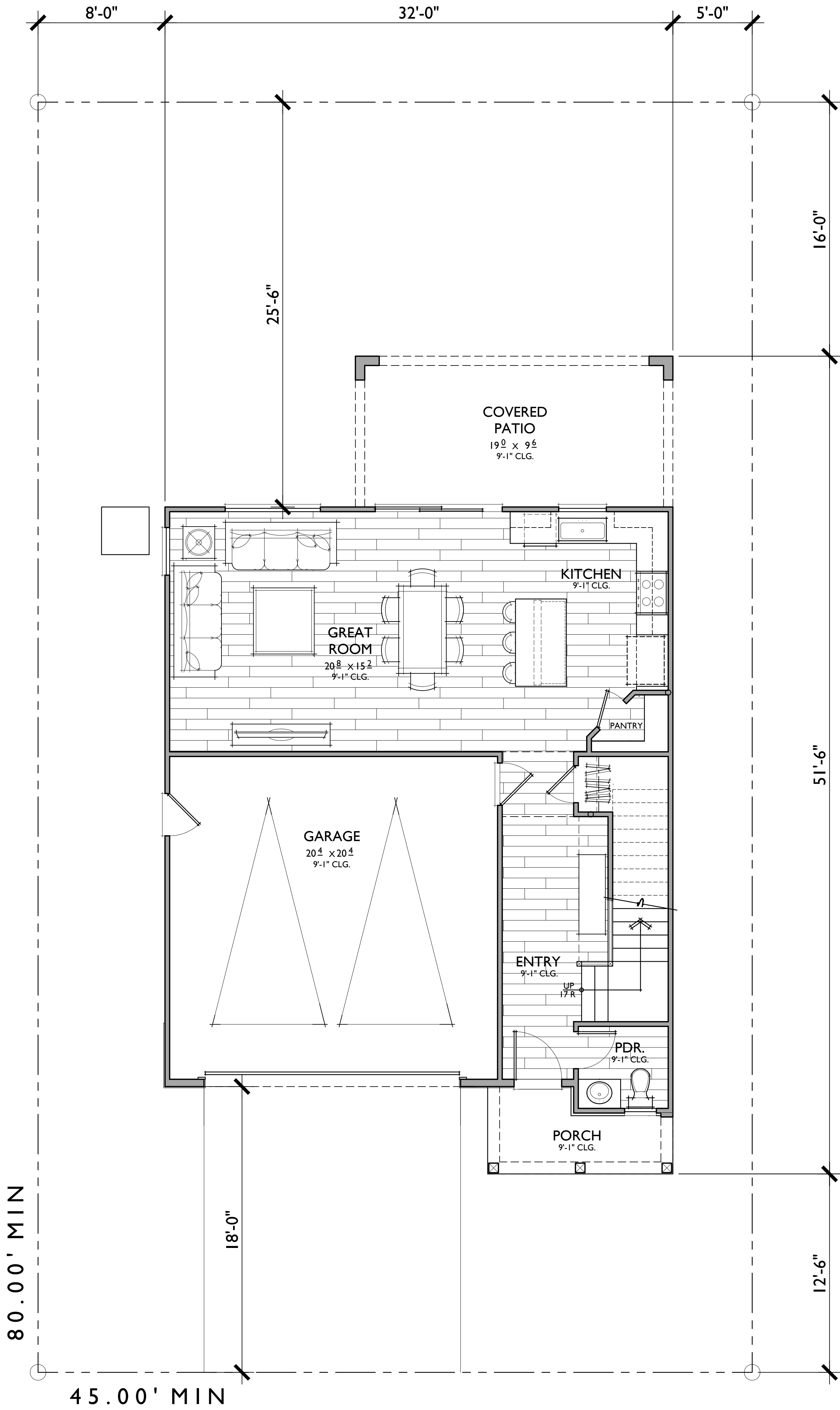
C

1/8"=1'-0"

PITCH: 4:12 U.N.O.
RAKE: 24"
EAVE: 24"
ROOF MATERIAL: COMPOSITE SHINGLES



SECOND FLOOR

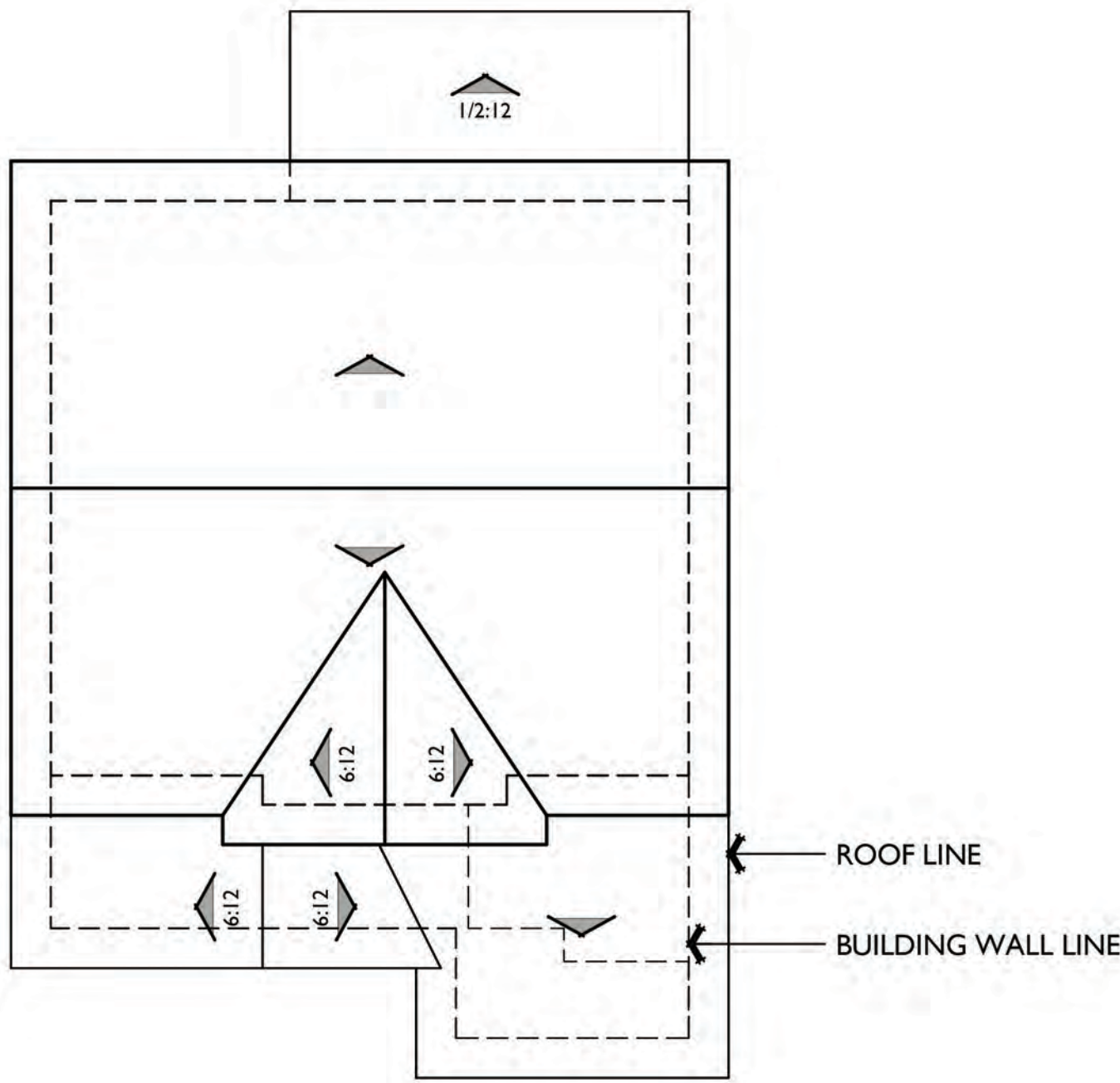
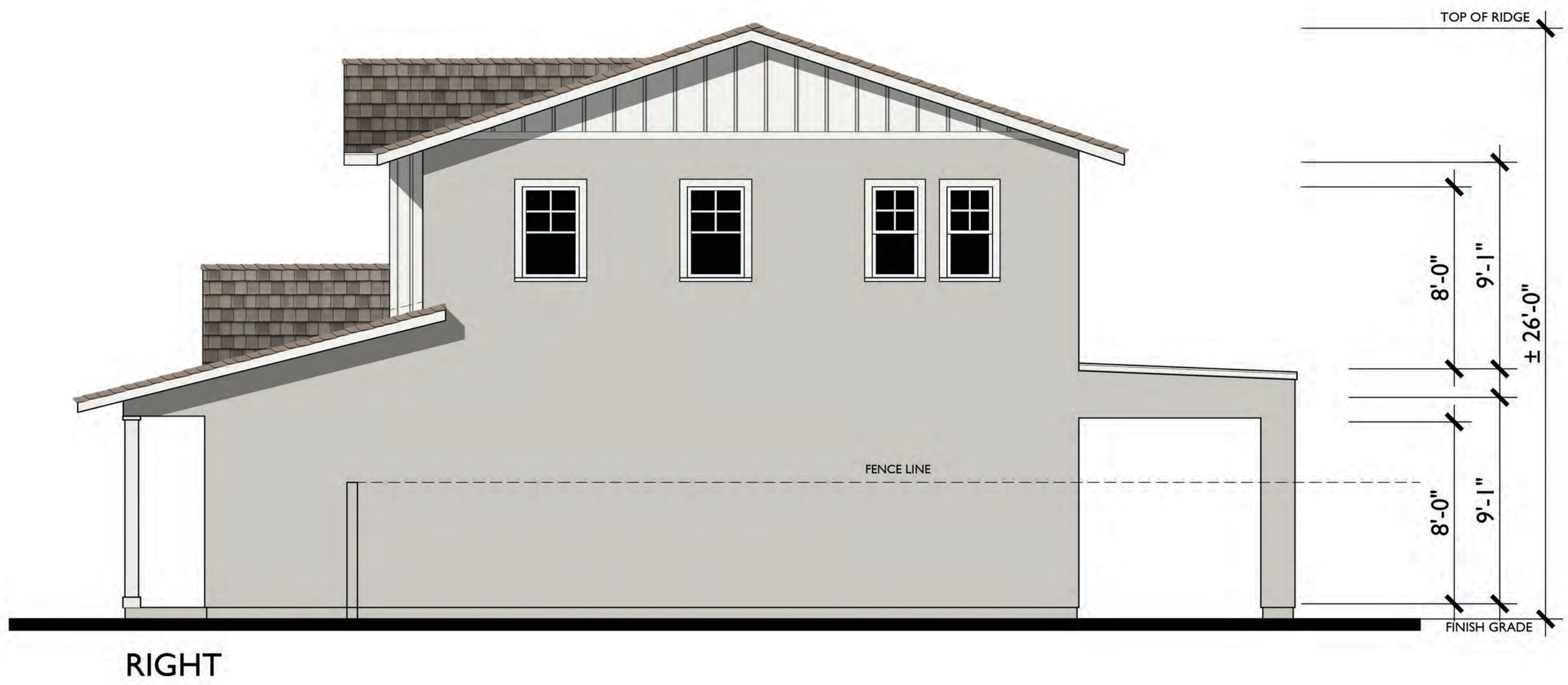
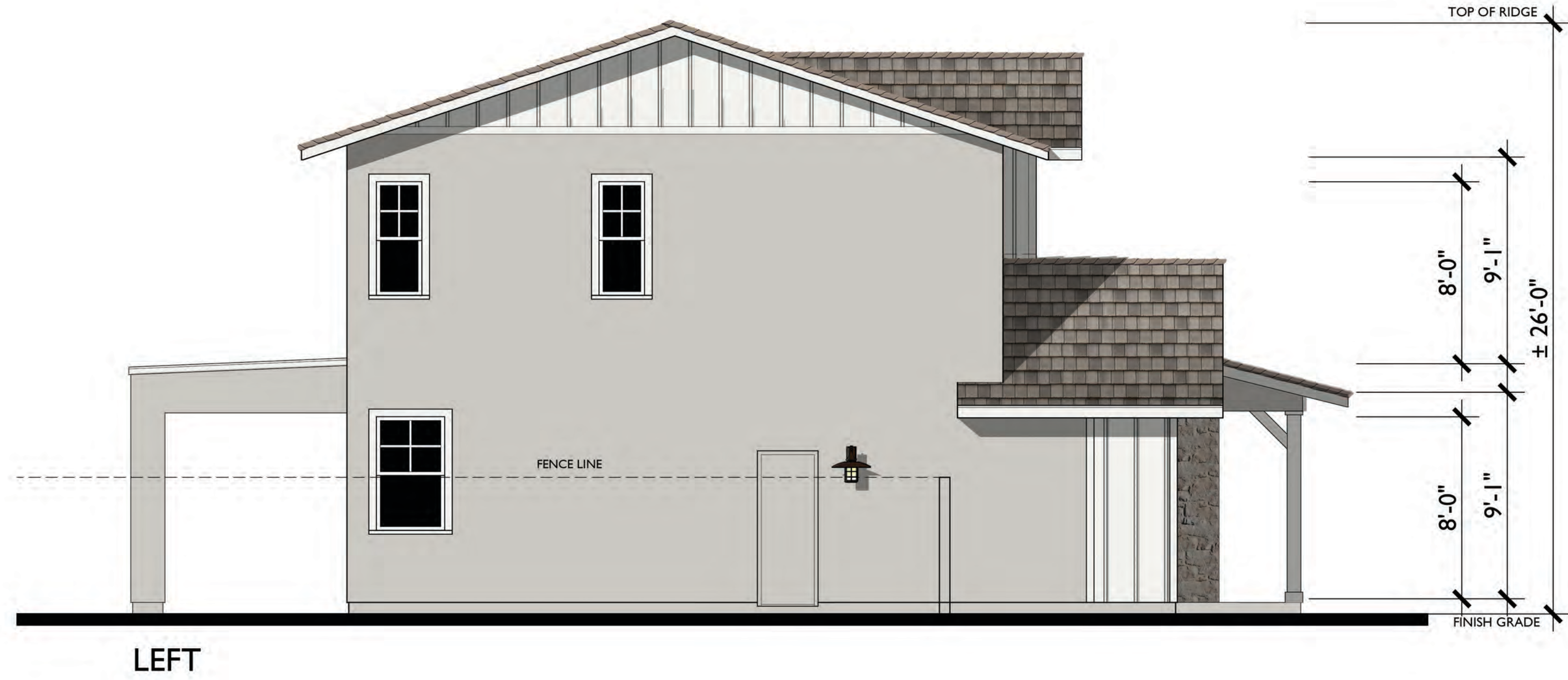
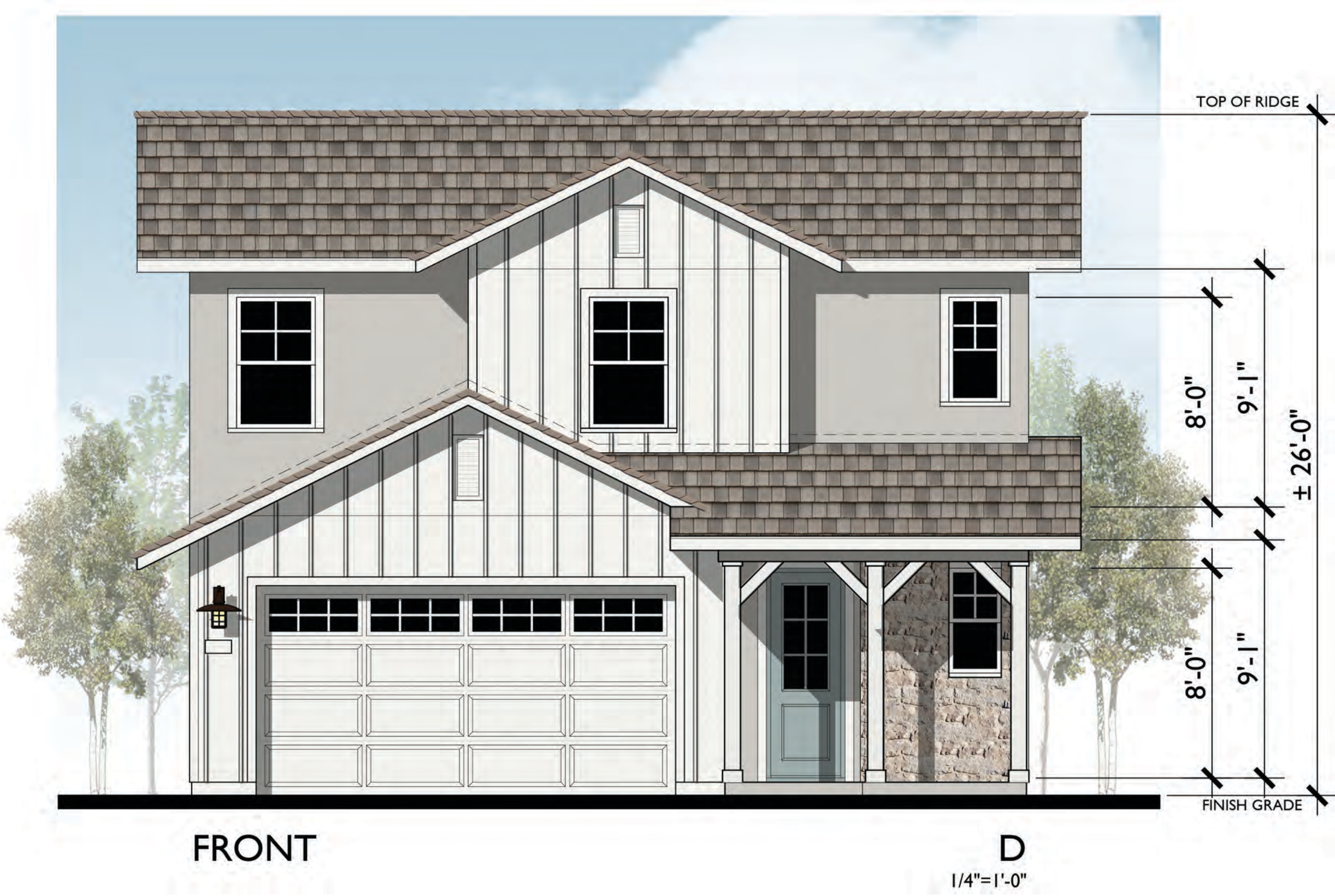


FIRST FLOOR

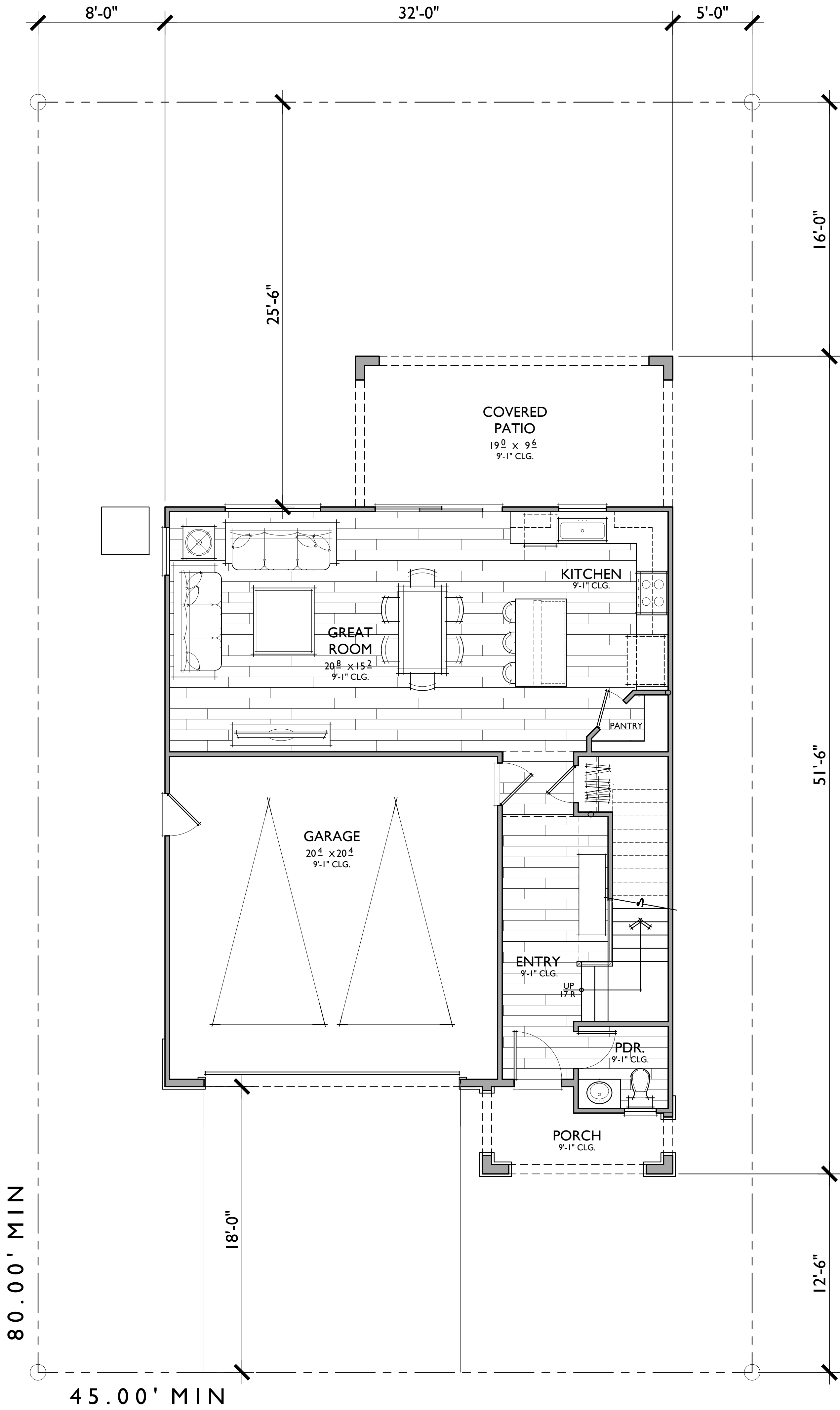
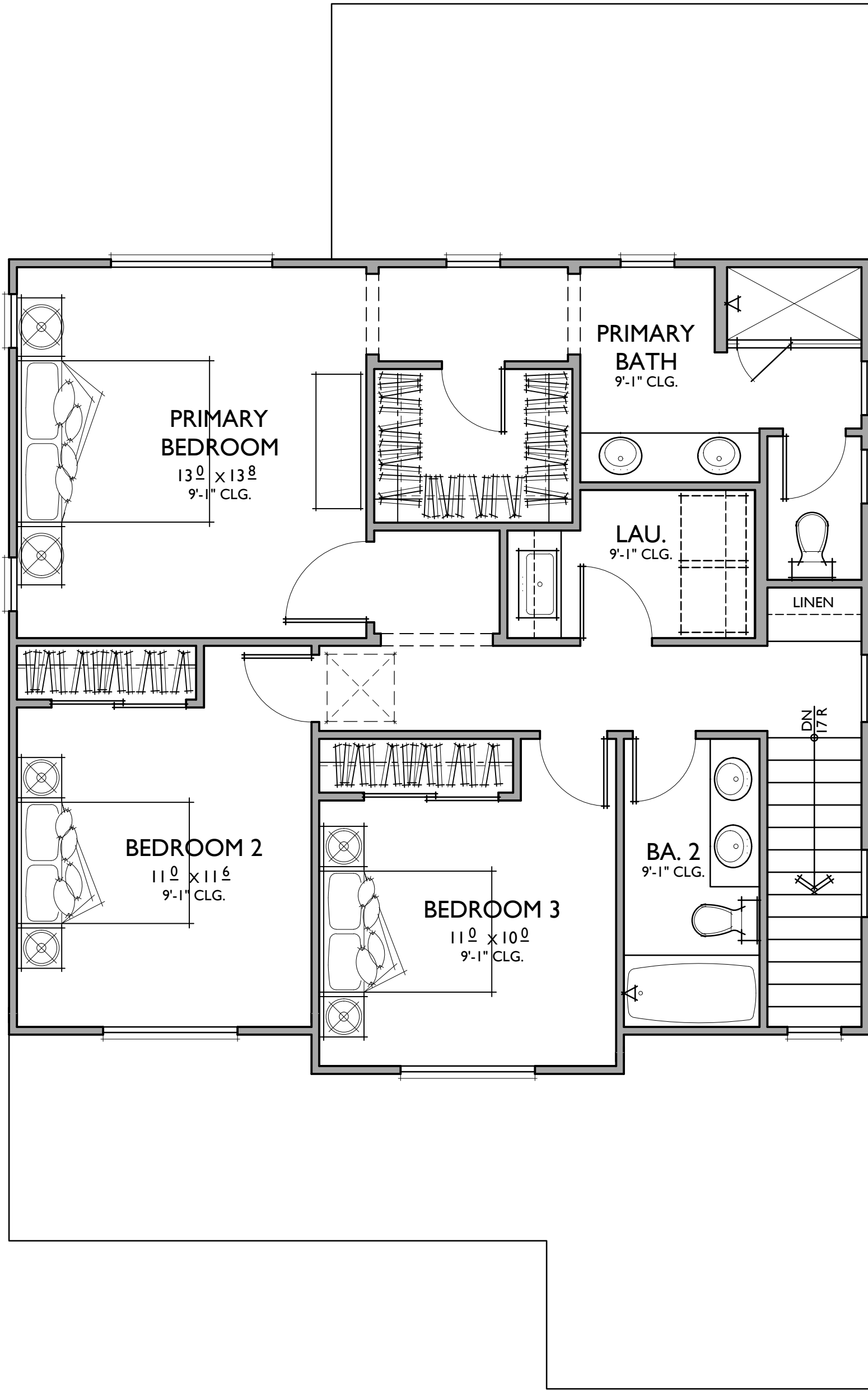
PLAN I
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2 - CAR GARAGE

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2 - CAR GARAGE	436 SQ. FT.
OUTDOOR LIVING	190 SQ. FT.
PORCH	56 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION



PITCH: 4:12 U.N.O.
RAKE: 24"
EAVE: 24"
ROOF MATERIAL: COMPOSITE SHINGLES

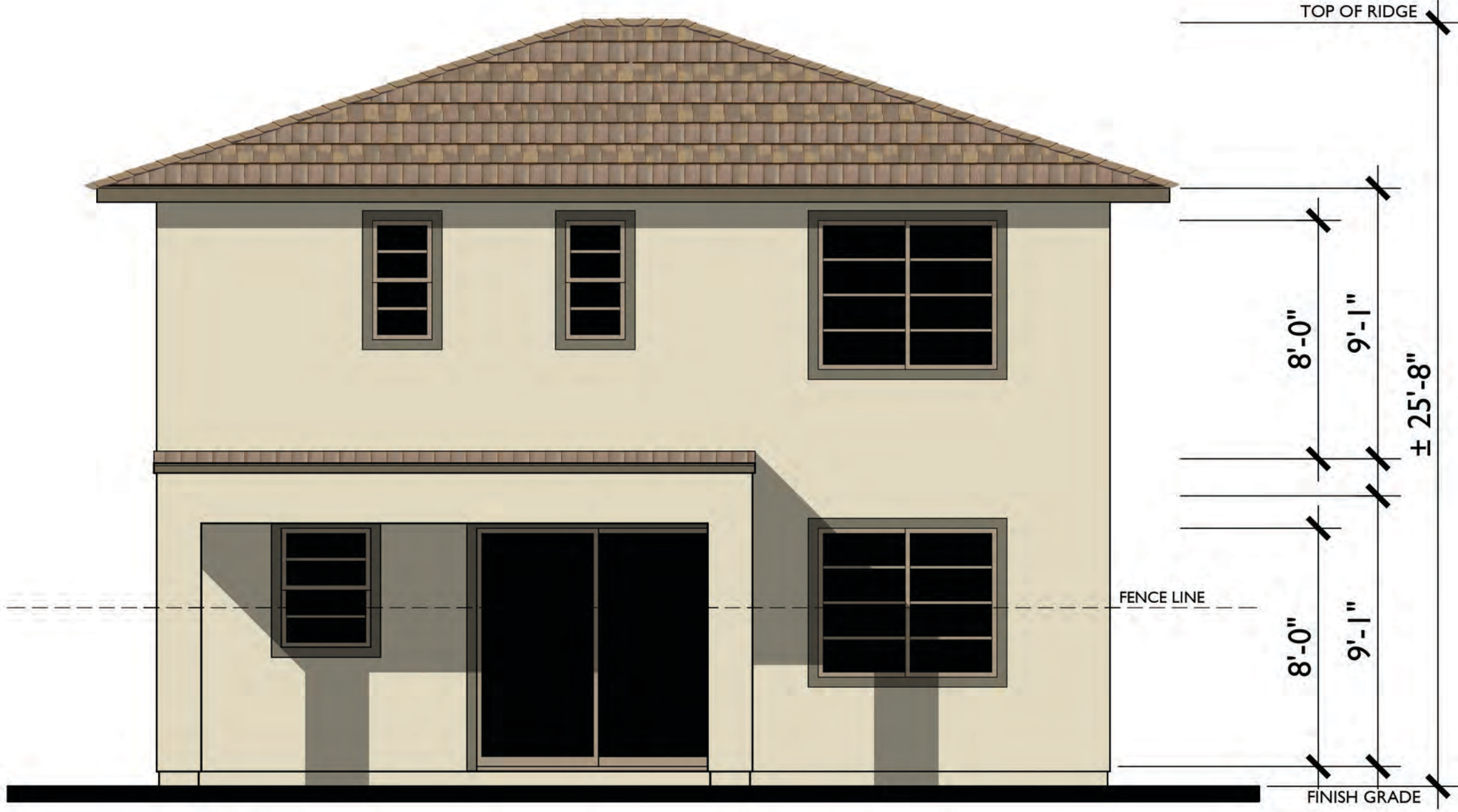


FIRST FLOOR

PLAN I
3 BEDROOMS / 2.5 BATHS
2 - CAR GARAGE

FLOOR AREA TABLE	
1ST FLOOR	743 SQ. FT.
2ND FLOOR	897 SQ. FT.
TOTAL LIVING	1,632 SQ. FT.
2 - CAR GARAGE	436 SQ. FT.
OUTDOOR LIVING	190 SQ. FT.
PORCH	56 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION



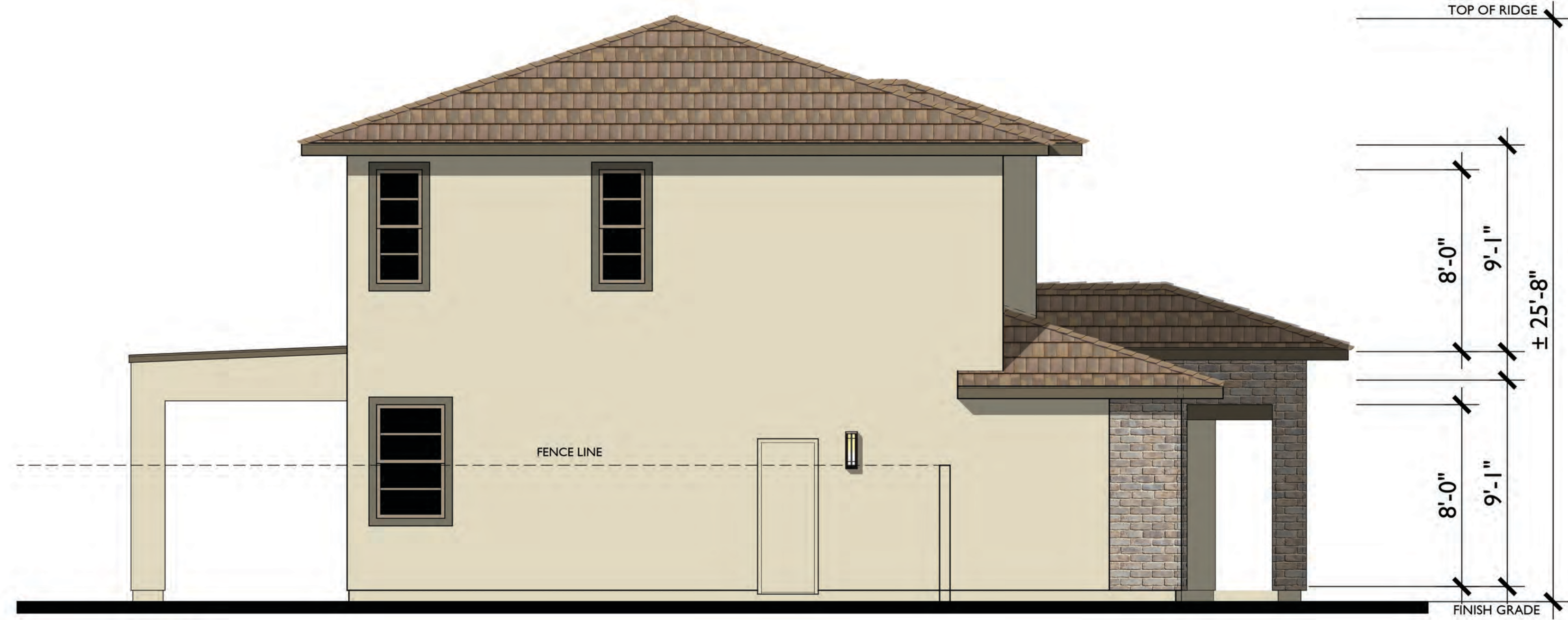
REAR



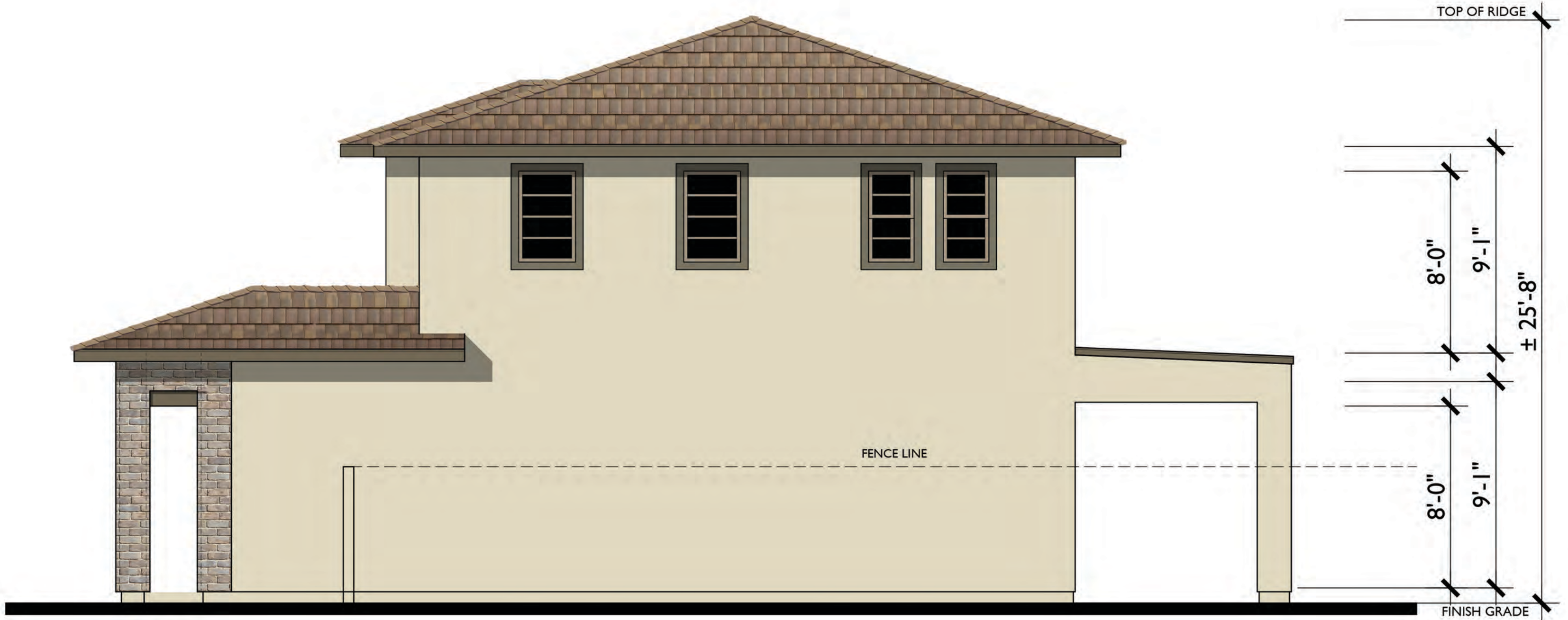
FRONT

F

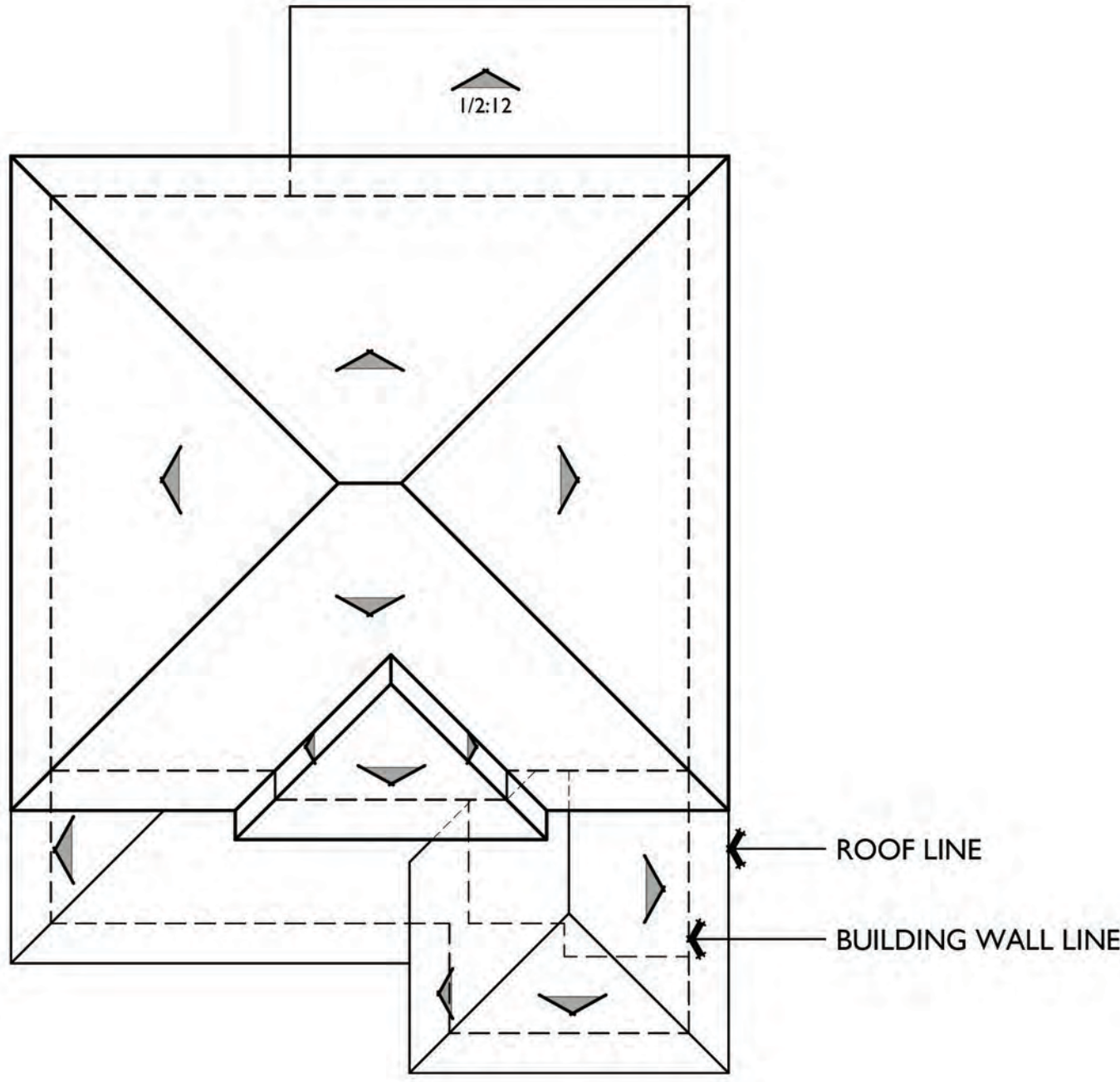
1/4"=1'-0"



LEFT



RIGHT



ROOF PLAN

F

PITCH: 4:12 U.N.O.
RAKE: 24"
EAVE: 24"
ROOF MATERIAL: COMPOSITE SHINGLES



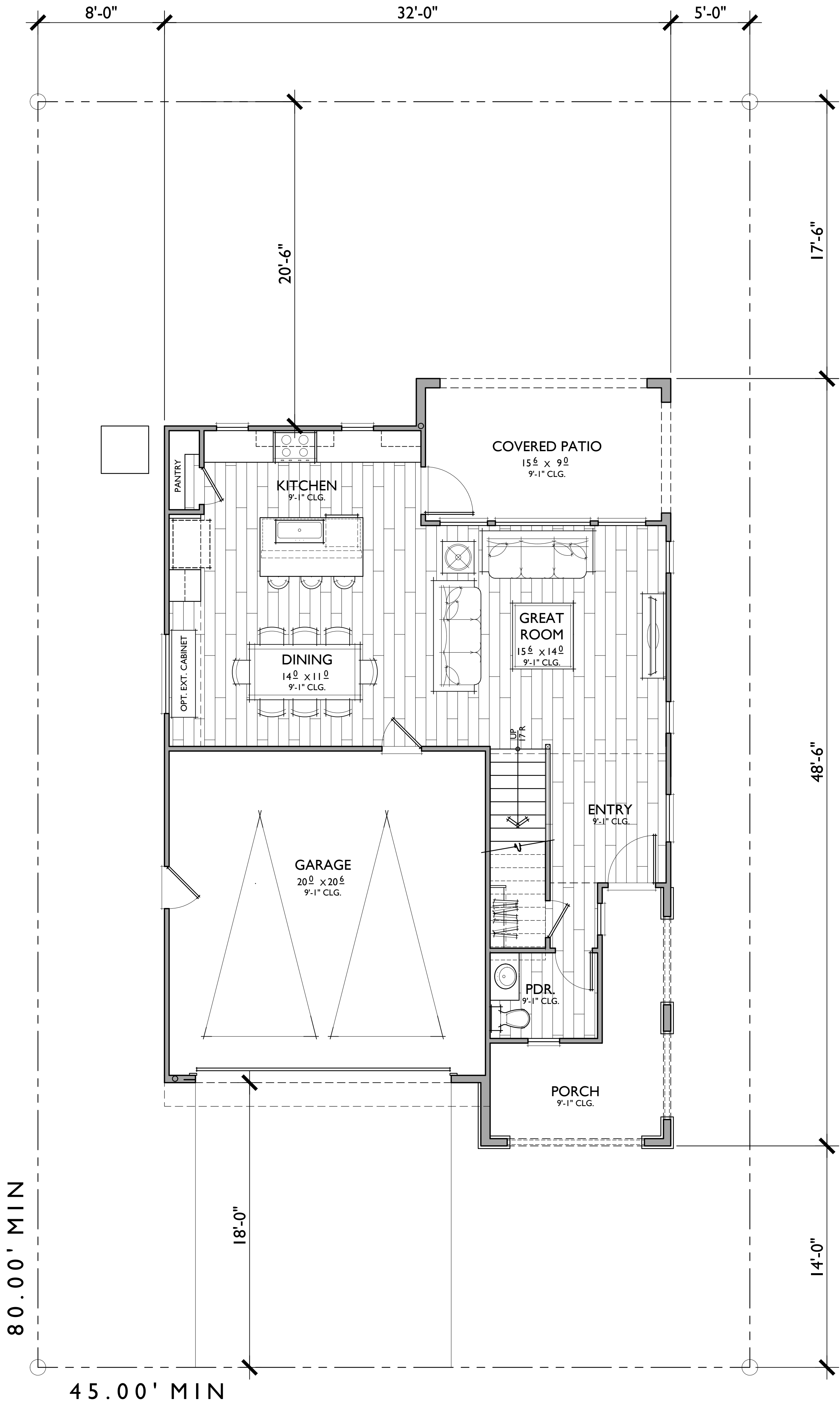
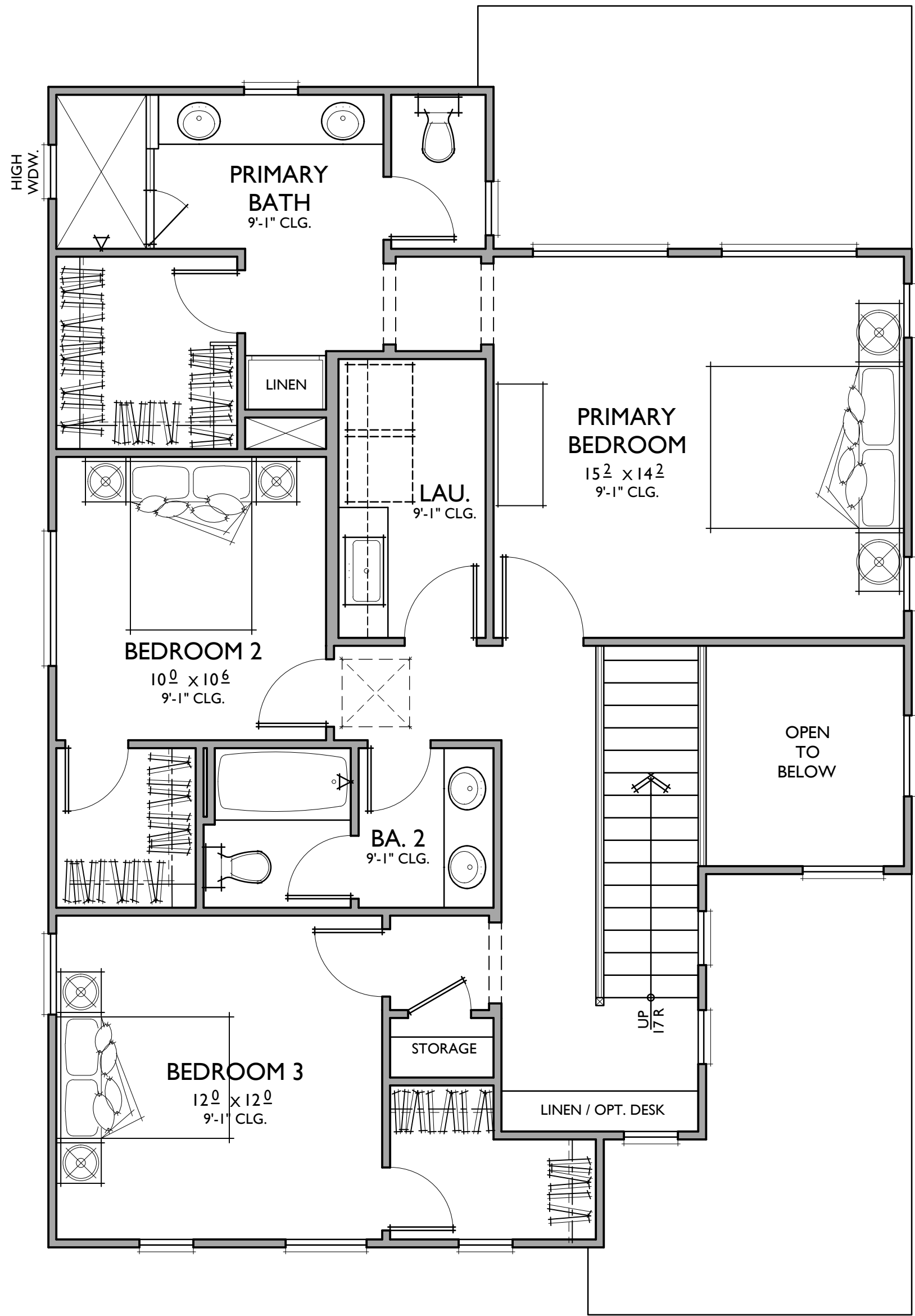
ADOBE RANCH



FARMHOUSE



TRADITIONAL



FIRST FLOOR

PLAN 2
3 BEDROOMS / 2.5 BATHS
2 - CAR GARAGE

FLOOR AREA TABLE	
1ST FLOOR	738 SQ. FT.
2ND FLOOR	1,048 SQ. FT.
TOTAL LIVING	1,786 SQ. FT.
2 - CAR GARAGE	425 SQ. FT.
OUTDOOR LIVING	141 SQ. FT.
PORCH	120 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION



REAR



FRONT

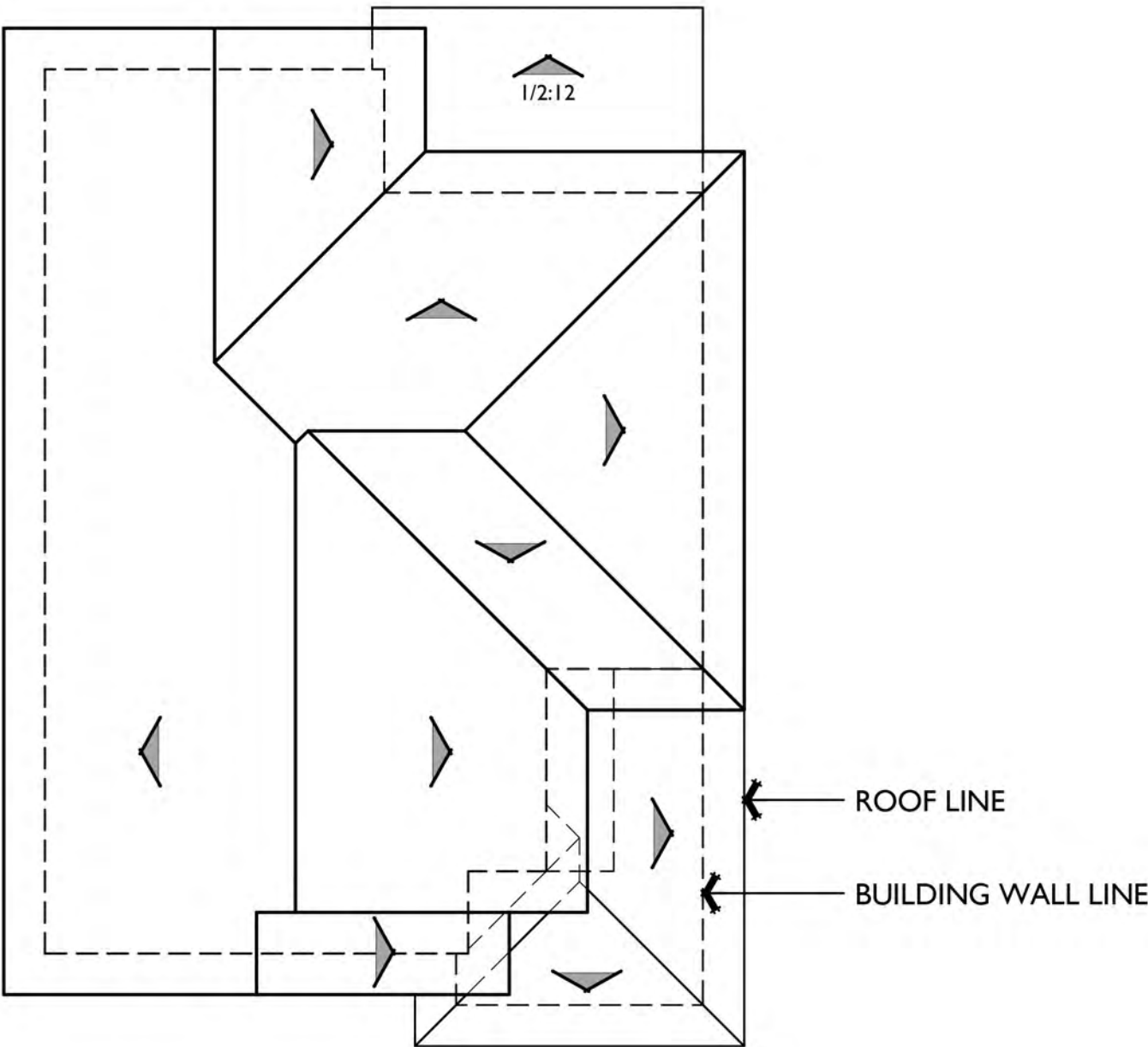
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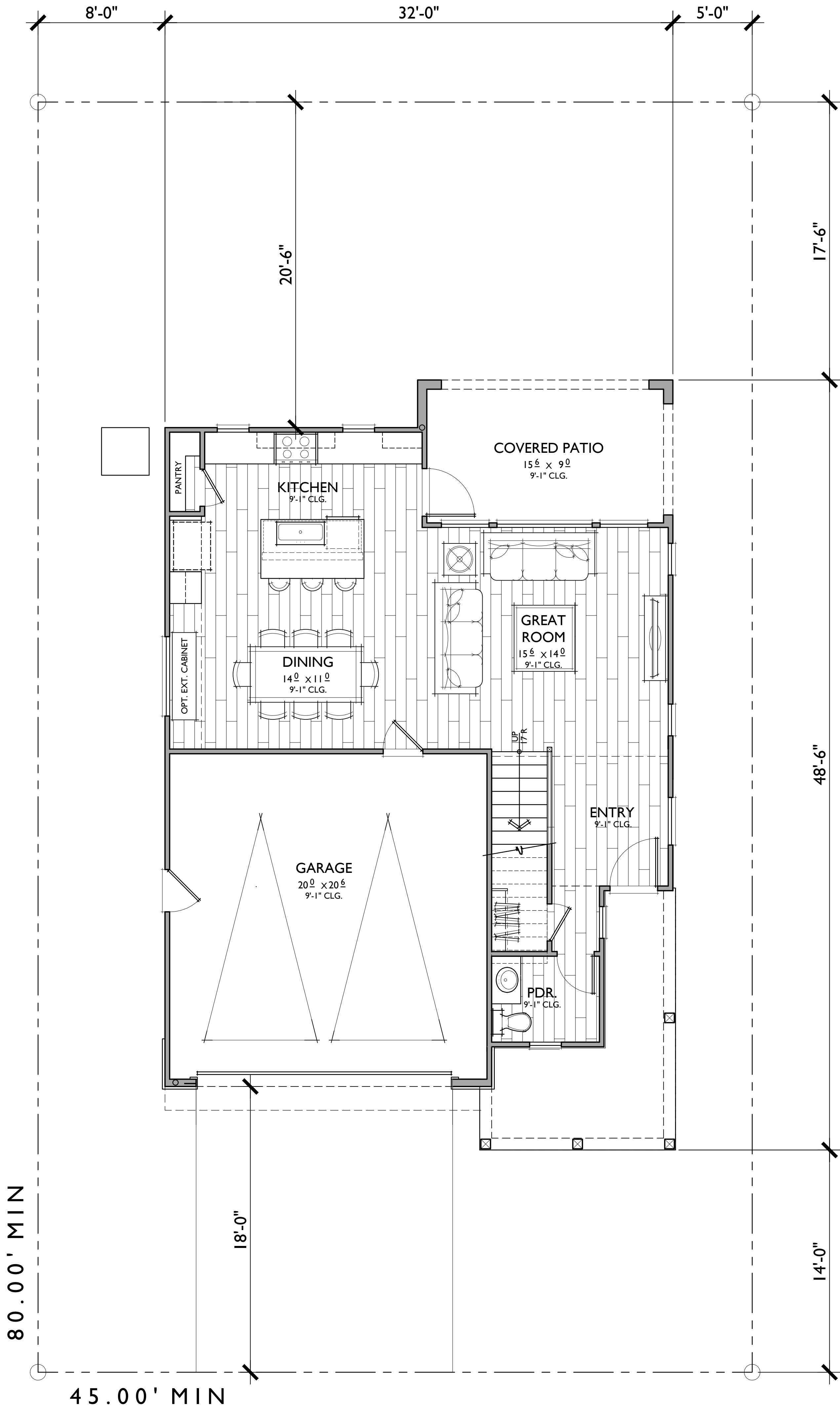
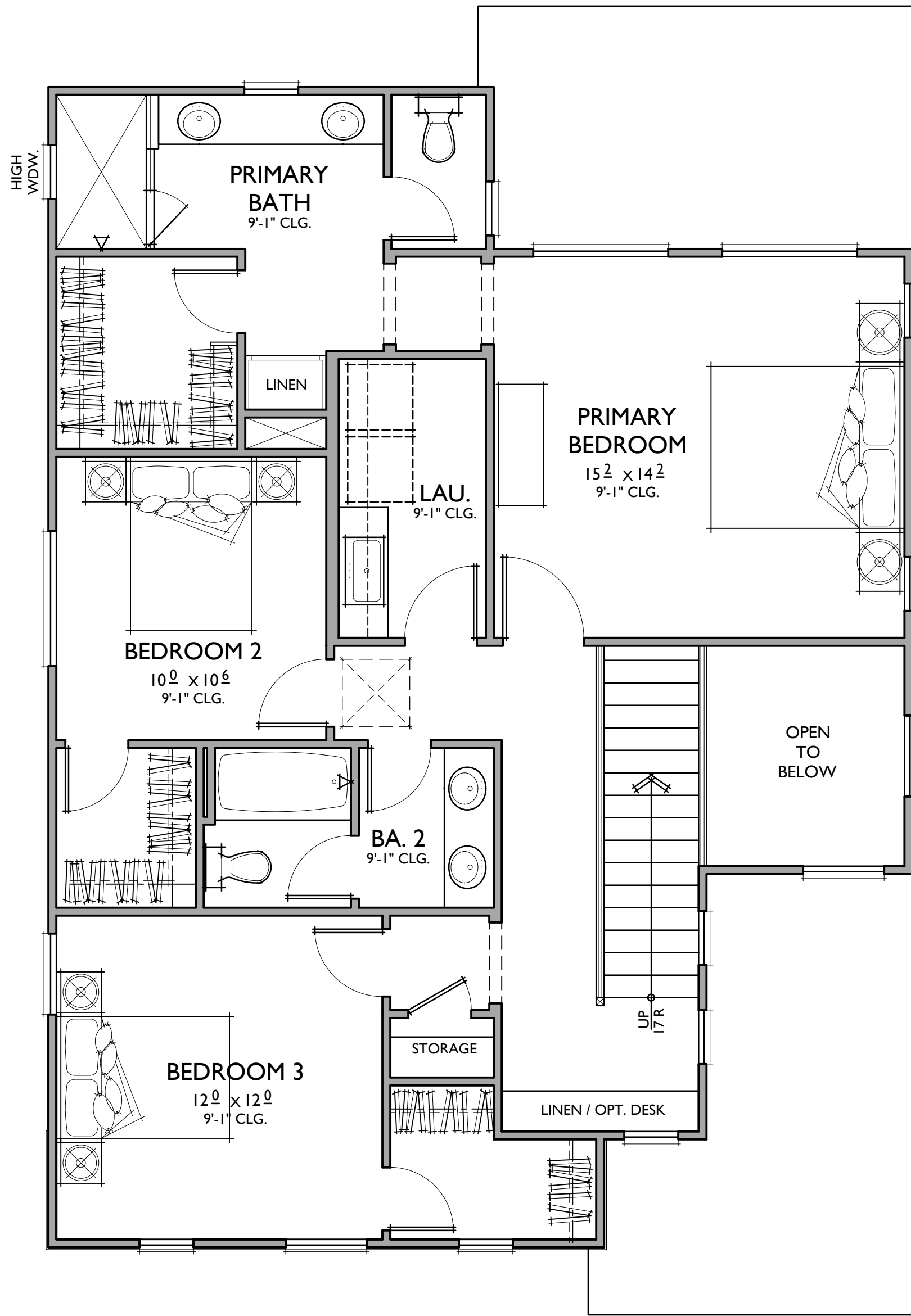
LEFT



RIGHT



ROOF PLAN
PITCH: 4:12 U.N.O.
RAKE: 24"
EAVE: 24"
ROOF MATERIAL: CONCRETE 'S' TILES
A
1/8"=1'-0"



FIRST FLOOR

PLAN 2

3 BEDROOMS / 2.5 BATHS
2 - CAR GARAGE

FLOOR AREA TABLE	
1ST FLOOR	738 SQ. FT.
2ND FLOOR	1,048 SQ. FT.
TOTAL LIVING	1,786 SQ. FT.
2 - CAR GARAGE	425 SQ. FT.
OUTDOOR LIVING	141 SQ. FT.
PORCH	120 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION



REAR



LEFT

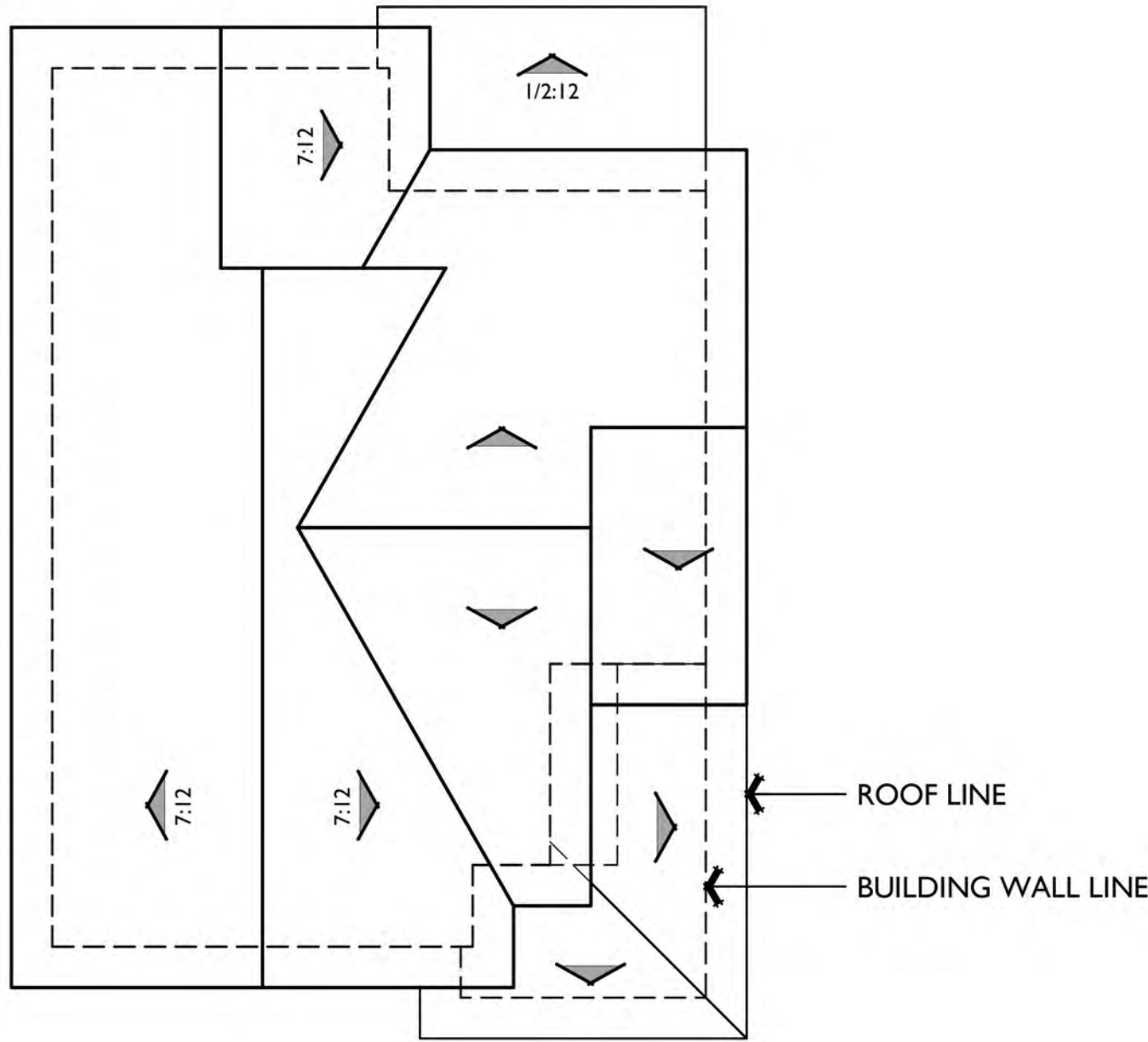


RIGHT



FRONT

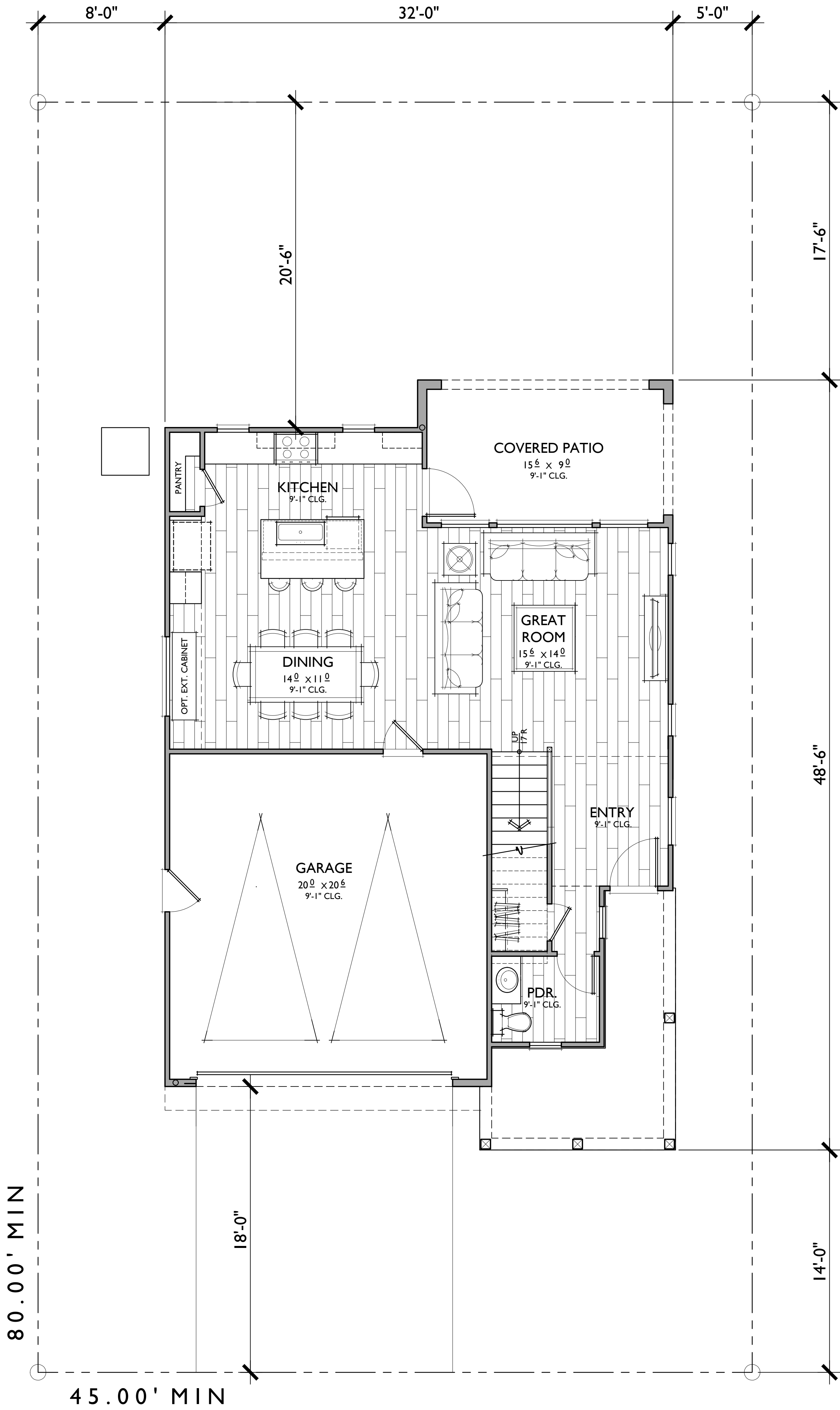
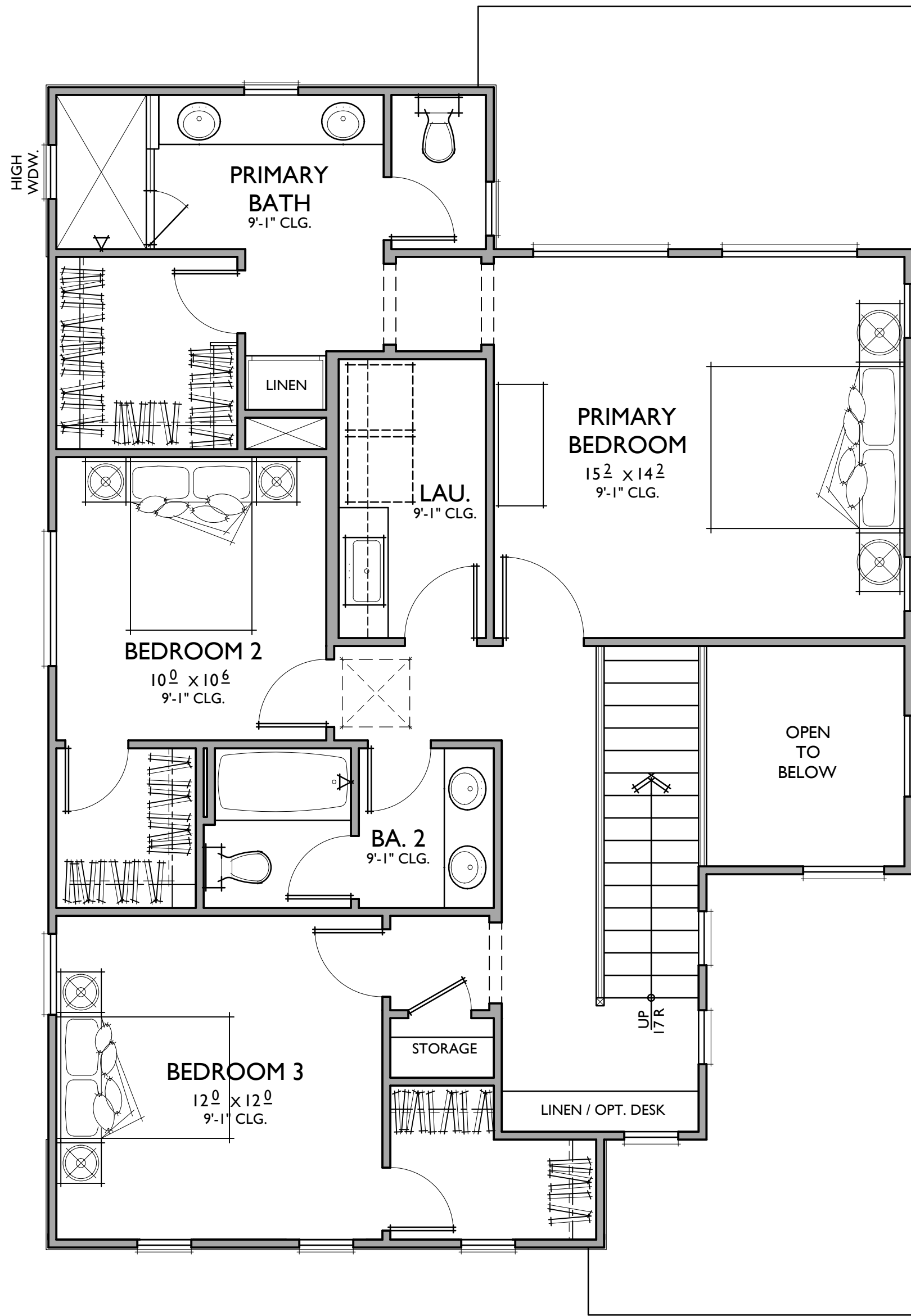
D
1/4"=1'-0"



ROOF PLAN

D

PITCH: 4:12 U.N.O.
RAKE: 24"
EAVE: 24"
ROOF MATERIAL: COMPOSITE SHINGLES

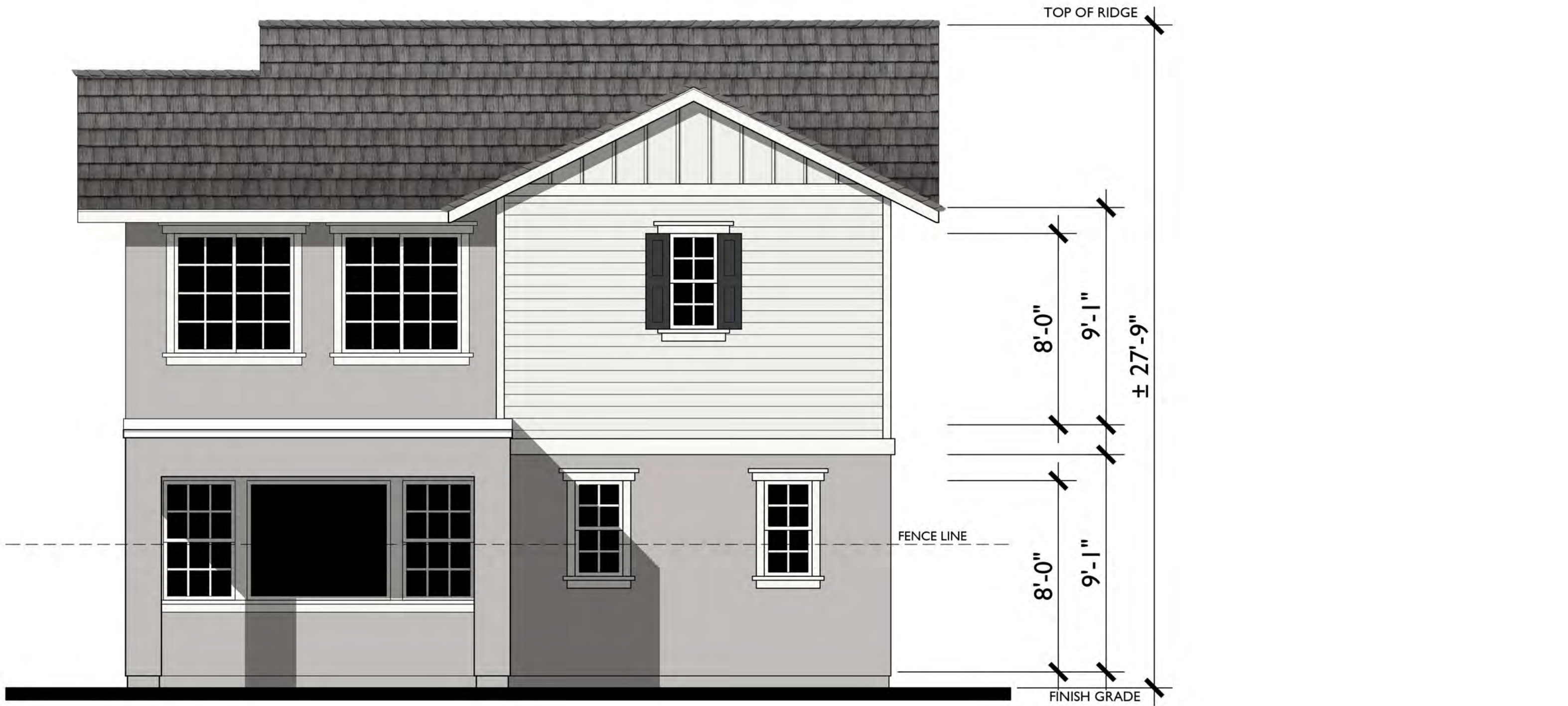


FIRST FLOOR

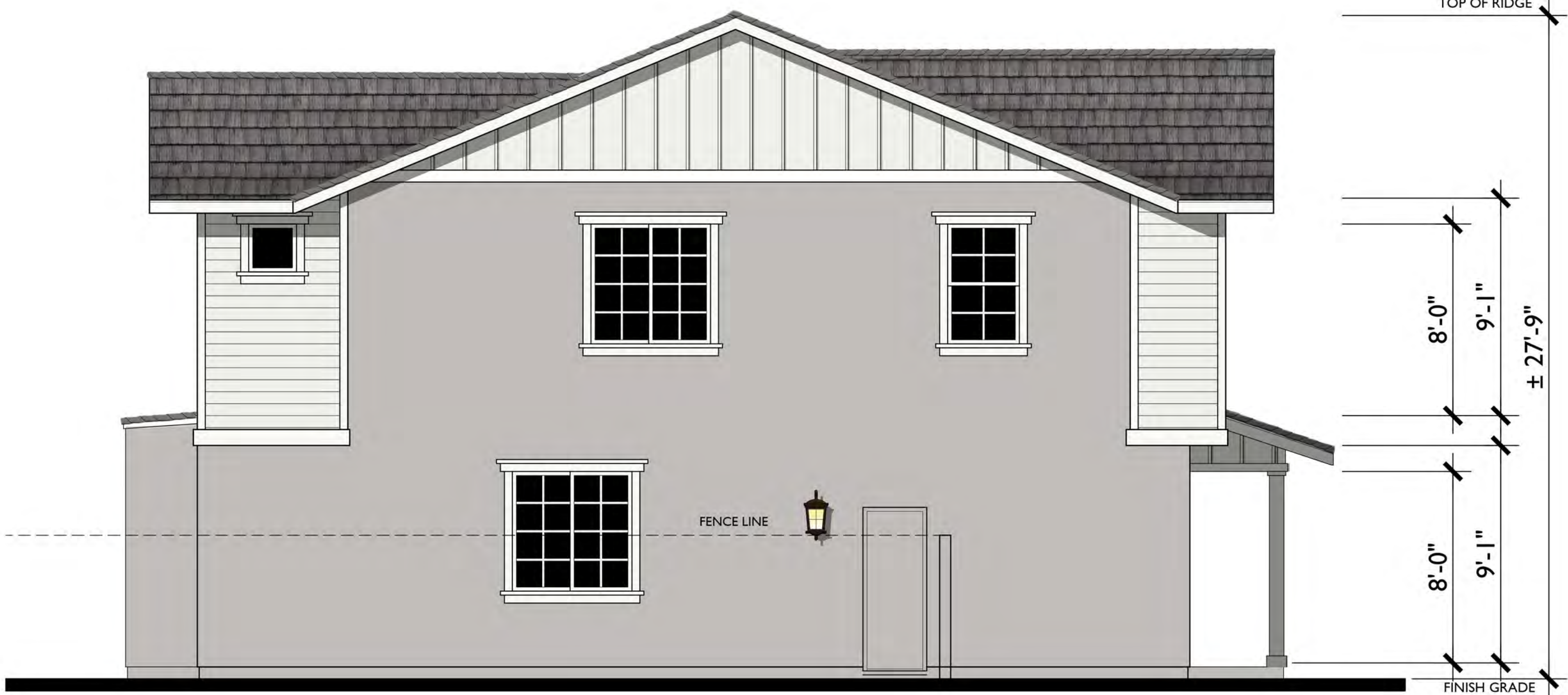
PLAN 2
3 BEDROOMS / 2.5 BATHS
2 - CAR GARAGE

FLOOR AREA TABLE	
1ST FLOOR	738 SQ. FT.
2ND FLOOR	1,048 SQ. FT.
TOTAL LIVING	1,786 SQ. FT.
2 - CAR GARAGE	425 SQ. FT.
OUTDOOR LIVING	141 SQ. FT.
PORCH	120 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION



REAR



LEFT

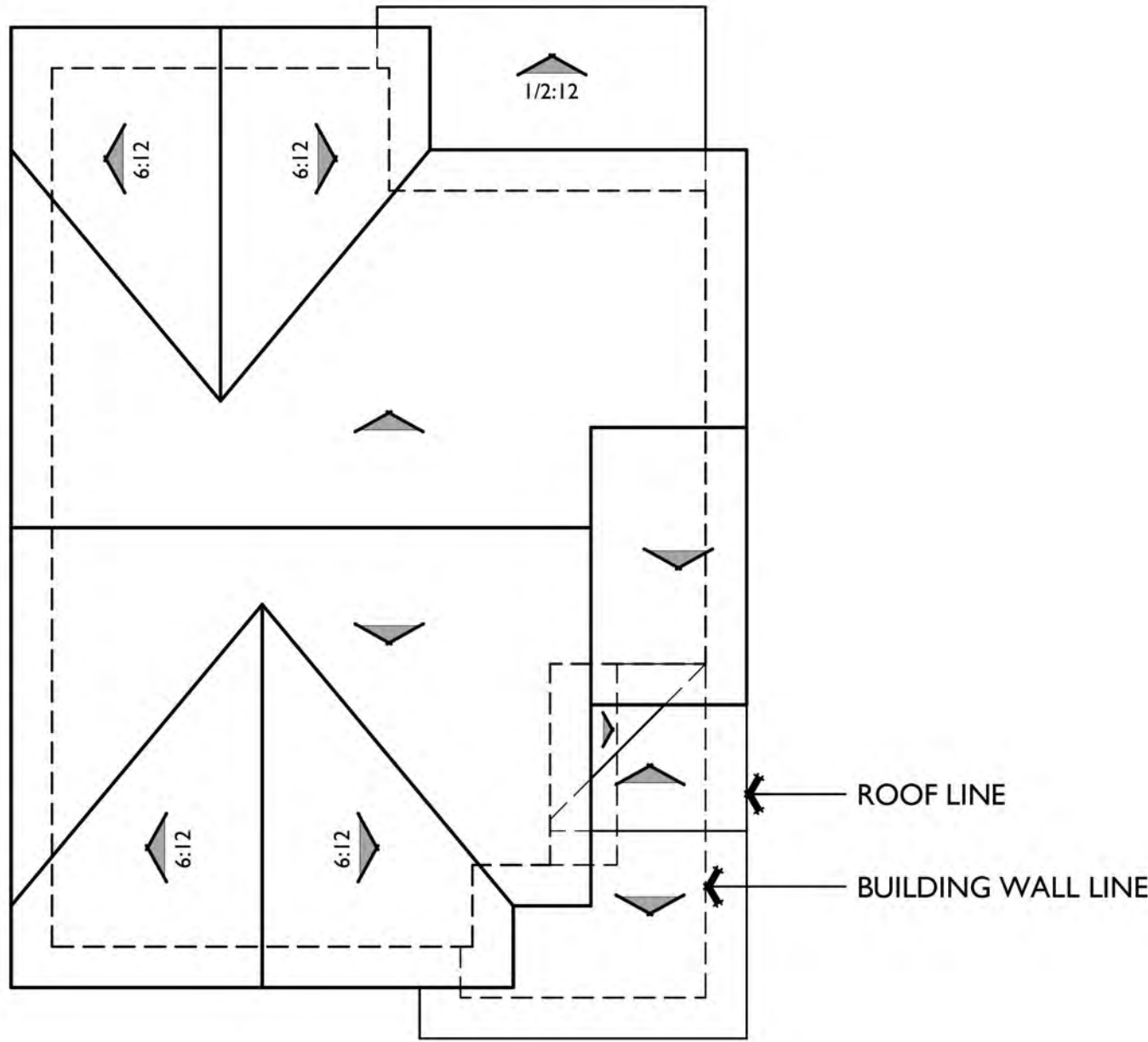


RIGHT



FRONT

E
1/4"=1'-0"



ROOF PLAN

PITCH: 5:12 U.N.O.
RAKE: 24"
EAVE: 24"
ROOF MATERIAL: COMPOSITE SHINGLES

E
1/8"=1'-0"



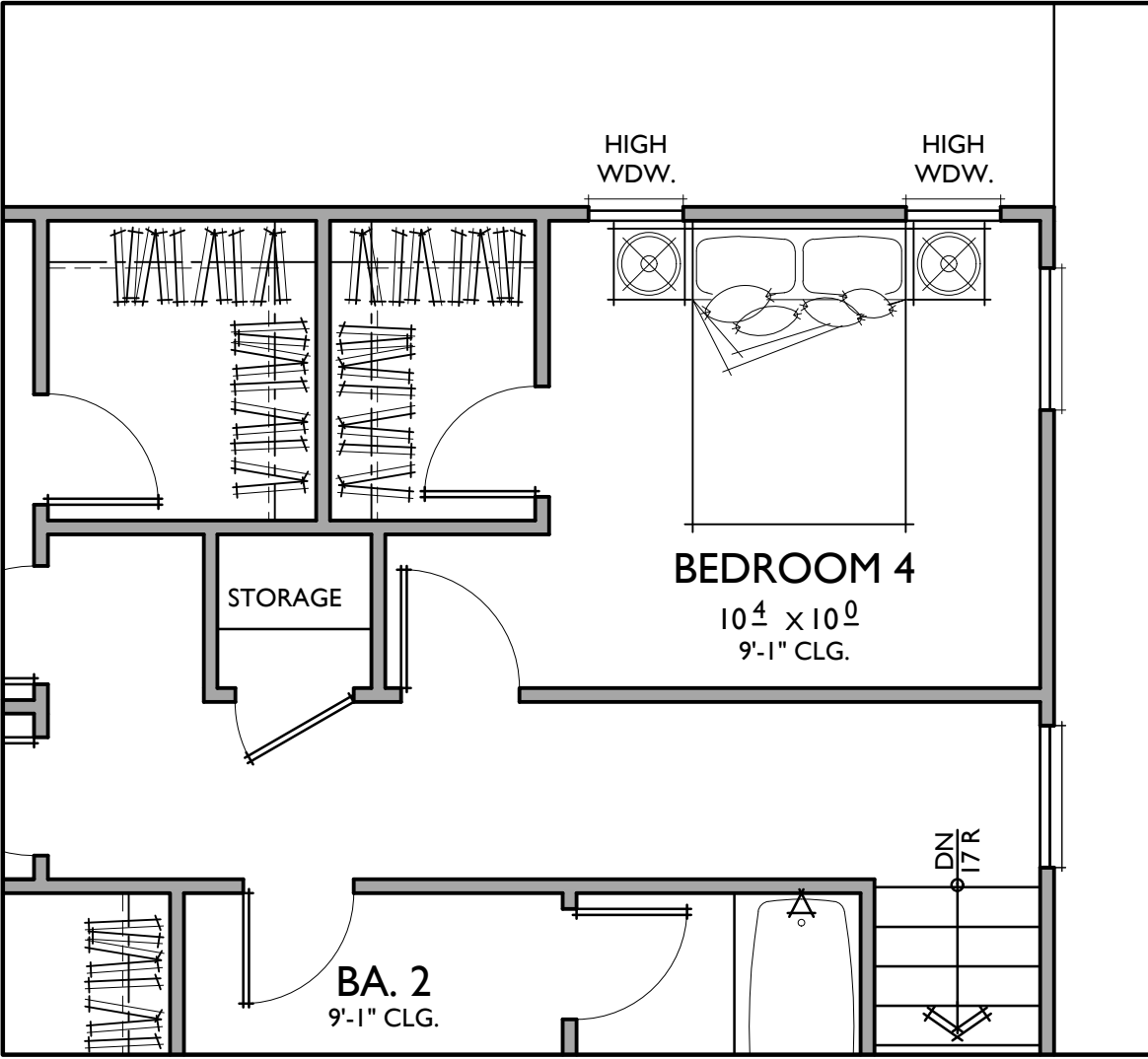
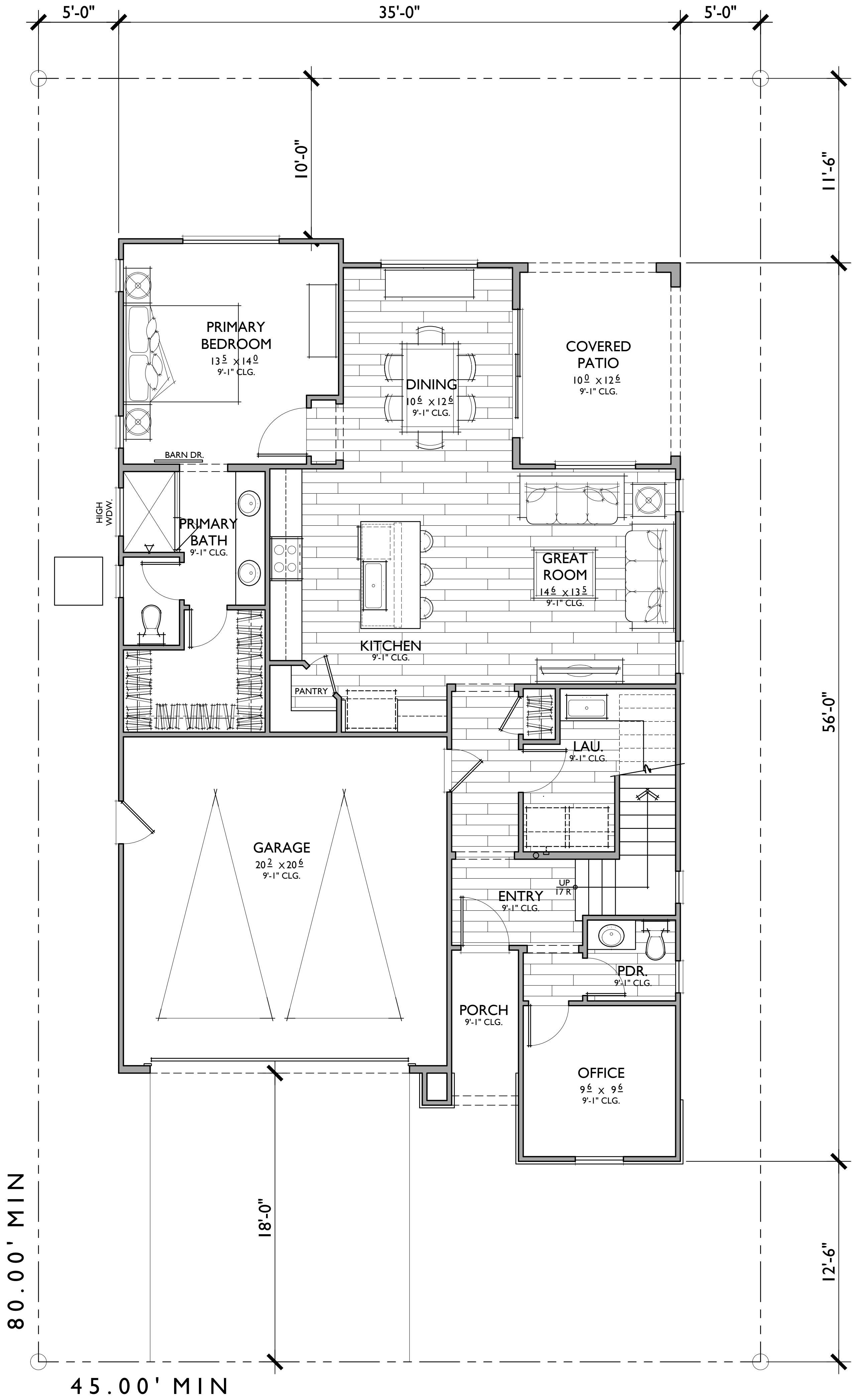
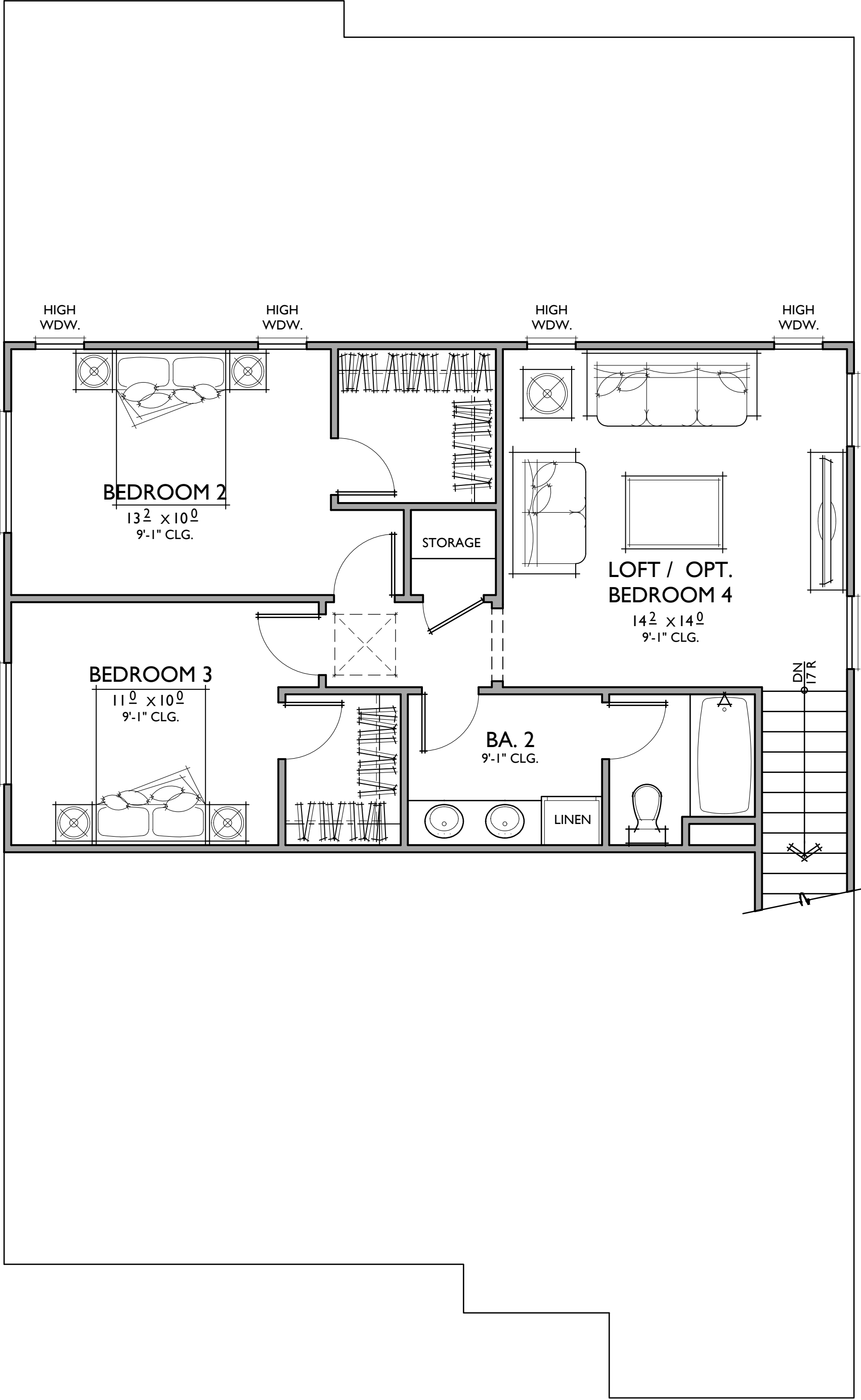
ADOBE RANCH



CRAFTSMAN



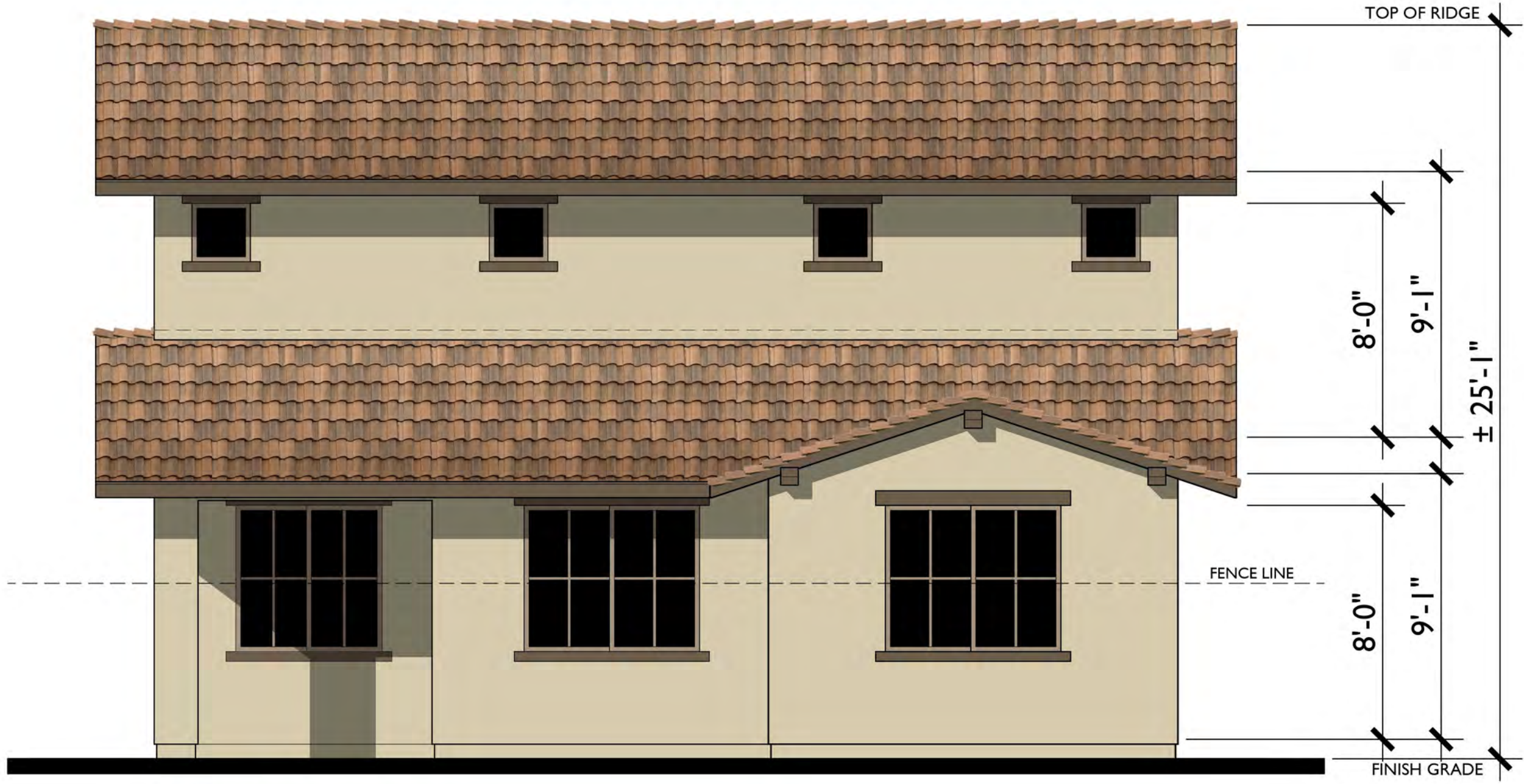
TRADITIONAL



PLAN 3
3 BEDROOMS / 3.5 BATHS
2 - CAR GARAGE

FLOOR AREA TABLE	
1ST FLOOR	1,256 SQ. FT.
2ND FLOOR	706 SQ. FT.
TOTAL LIVING	1,962 SQ. FT.
2 - CAR GARAGE	429 SQ. FT.
OUTDOOR LIVING	125 SQ. FT.
PORCH	43 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

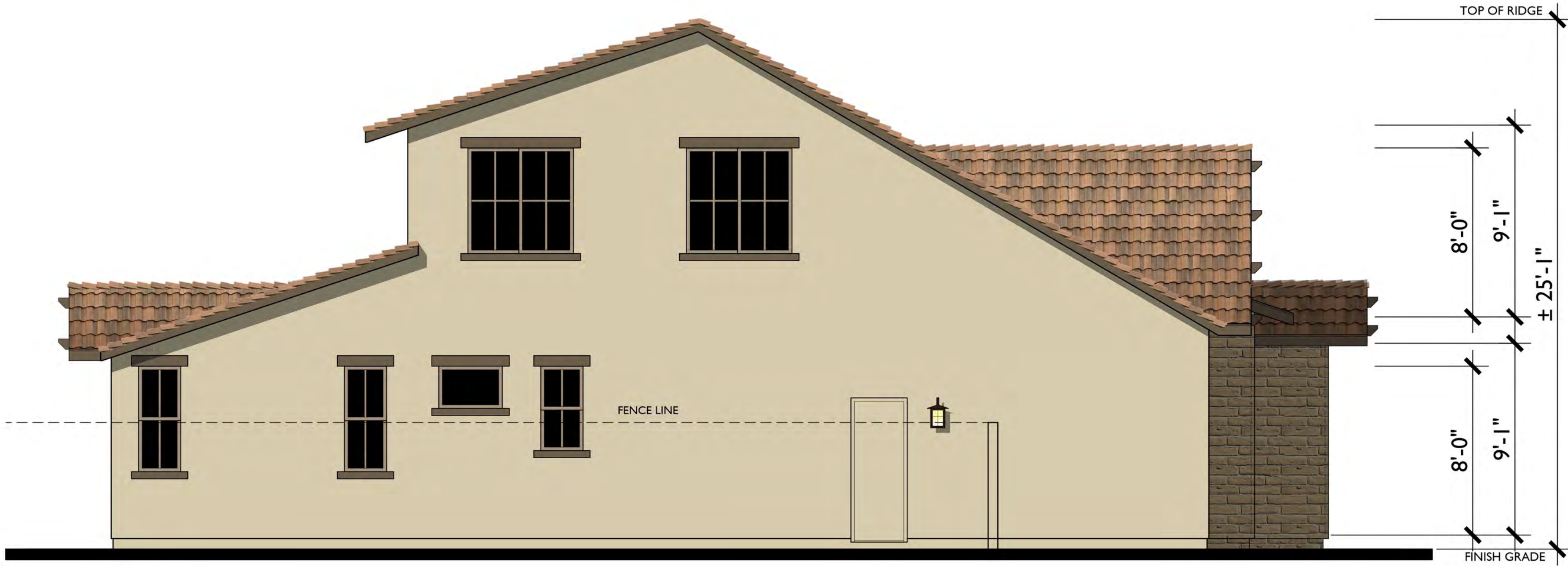


REAR



FRONT

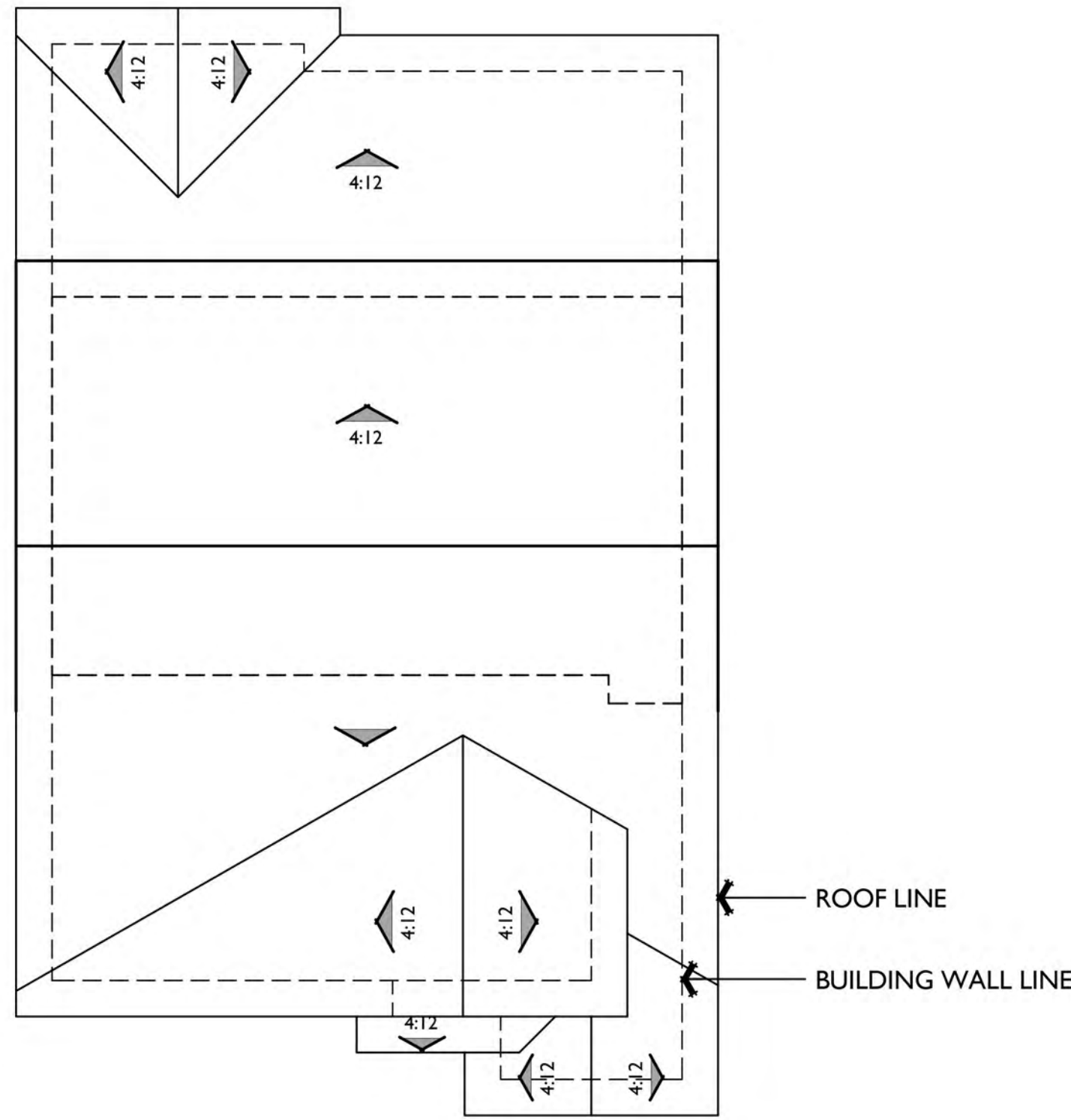
A
1/4"=1'-0"



LEFT



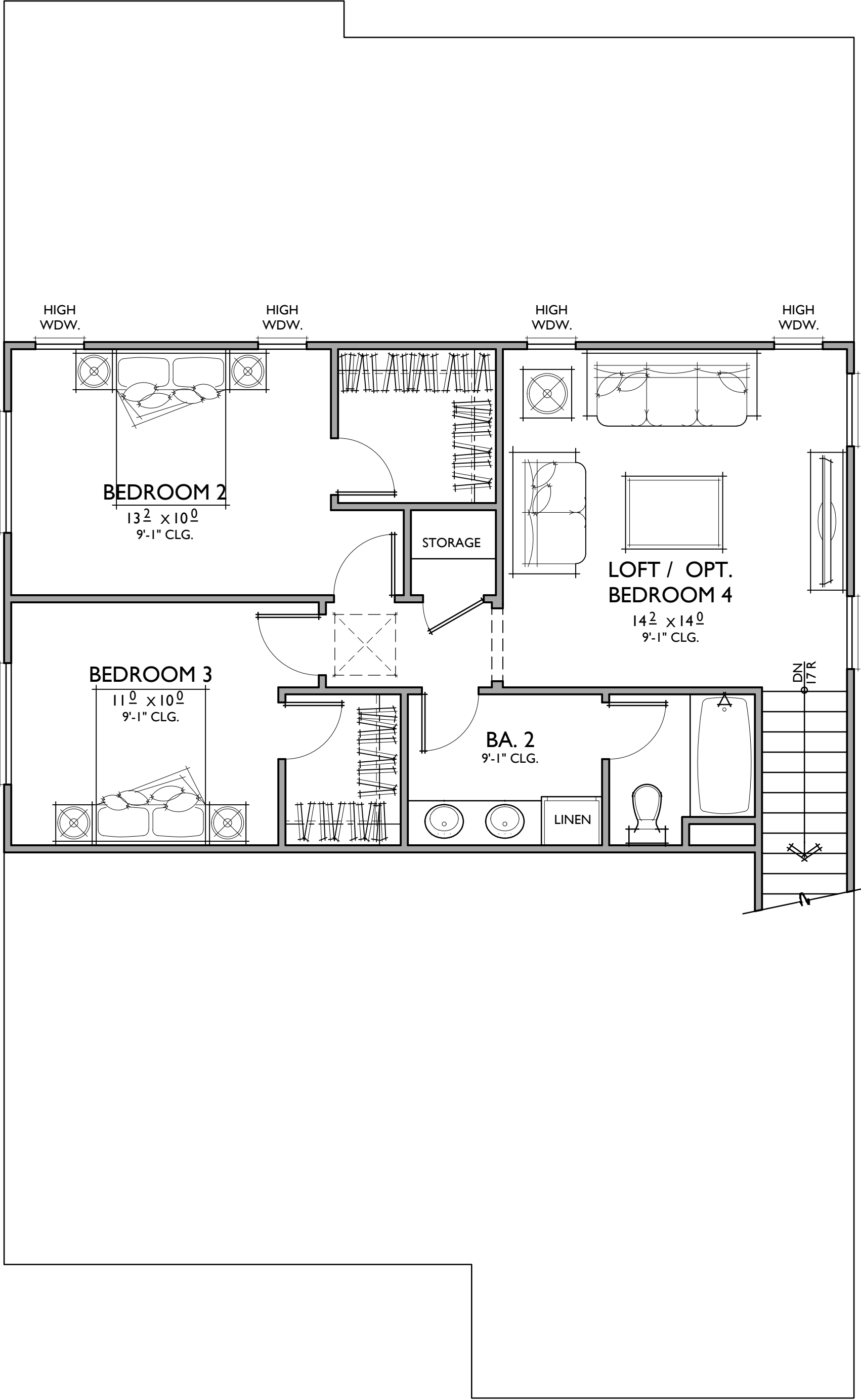
RIGHT



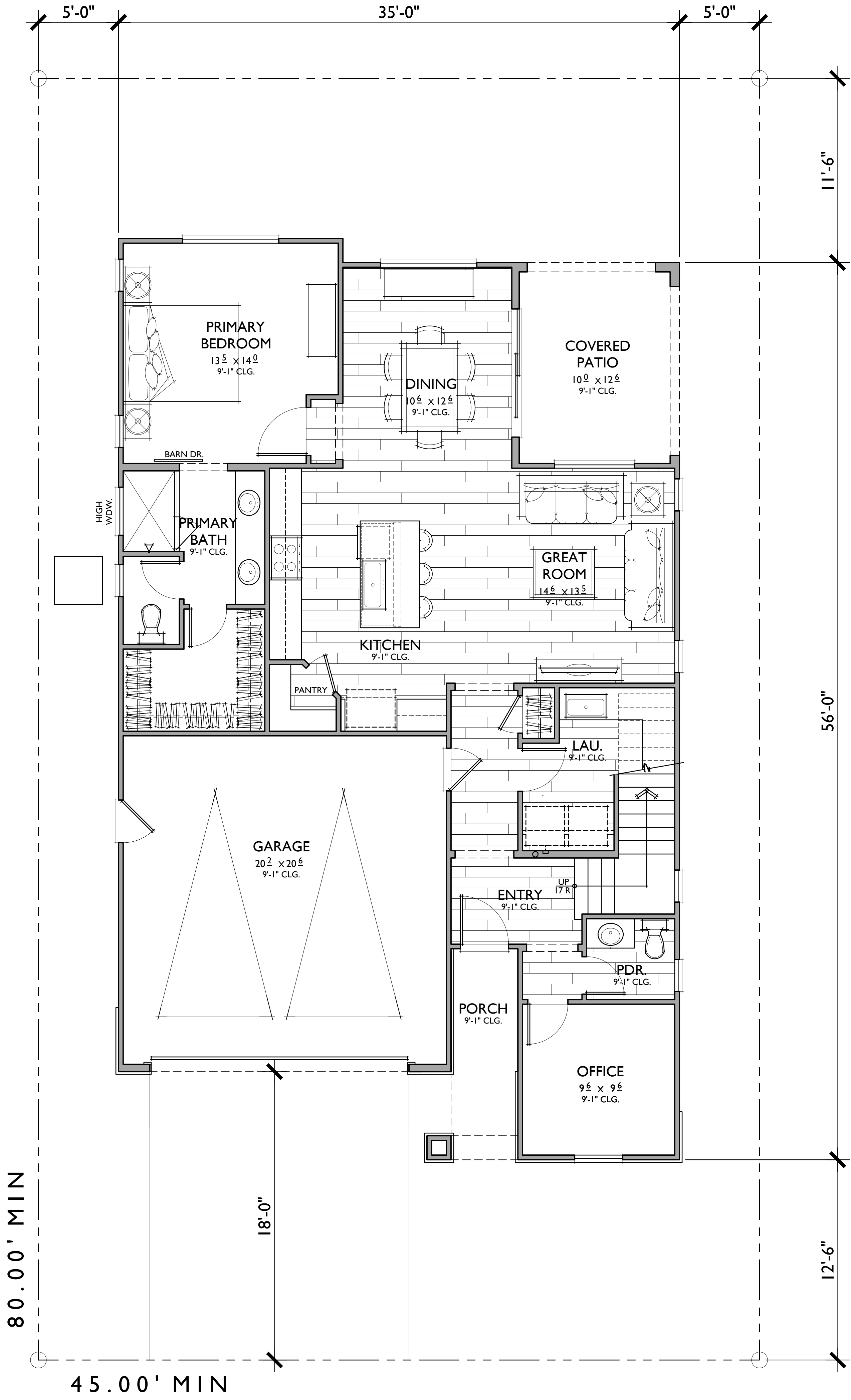
ROOF PLAN

PITCH: 7:12 U.N.O.
RAKE: 24"
EAVE: 24"
ROOF MATERIAL: CONCRETE 'S' TILE

A
1/8"=1'-0"



SECOND FLOOR

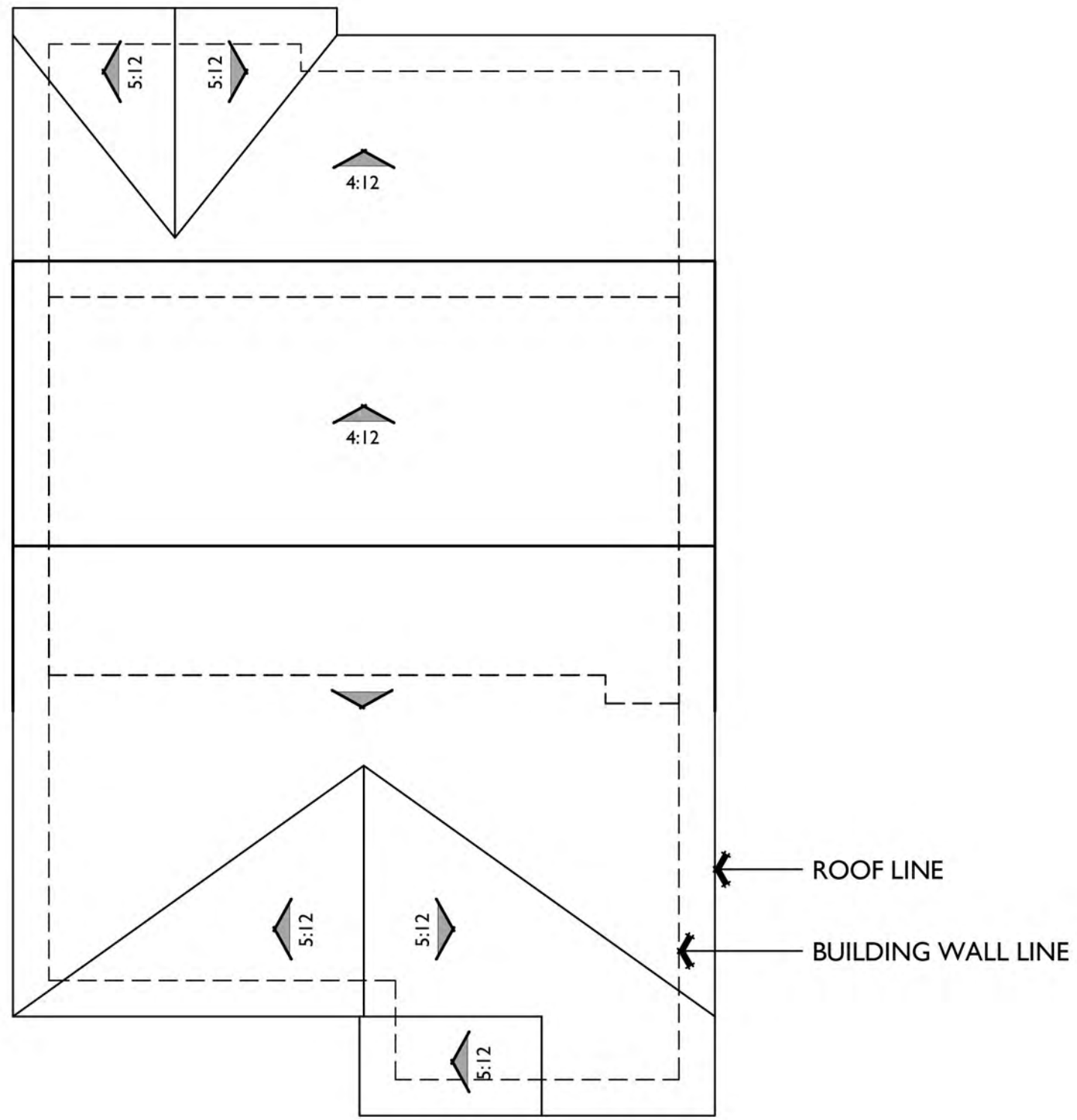
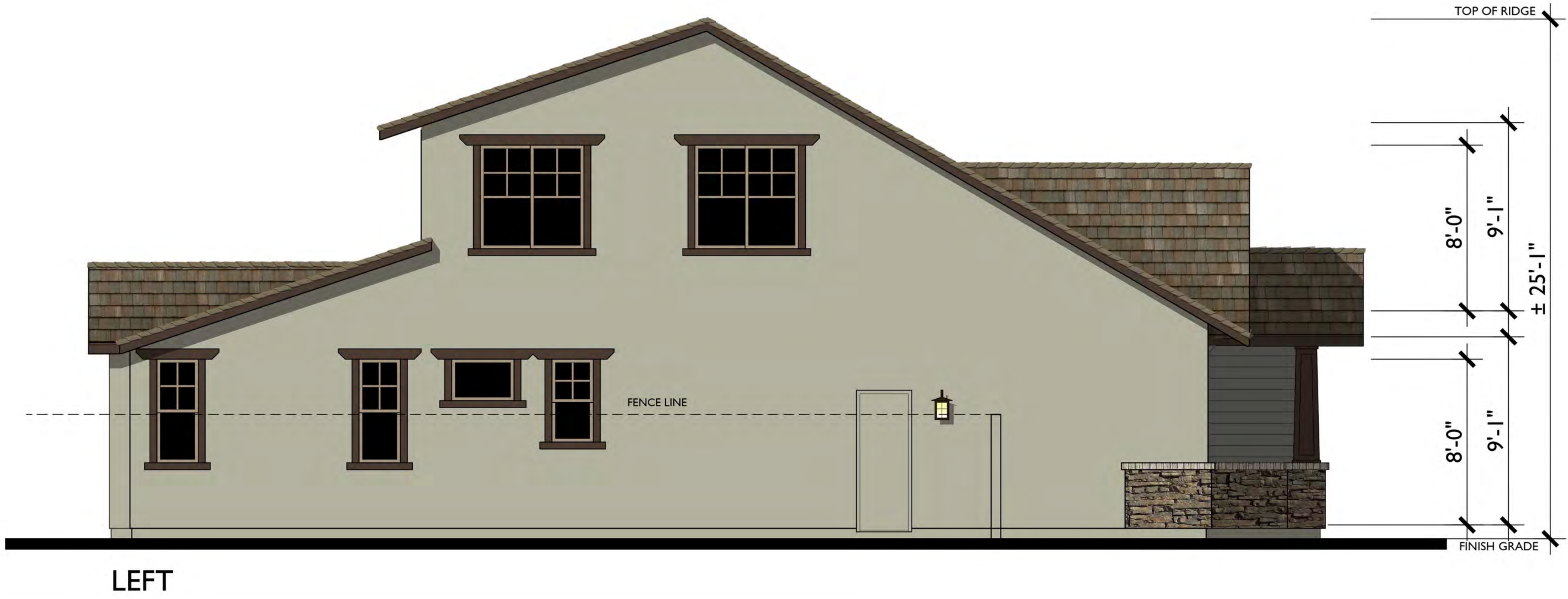
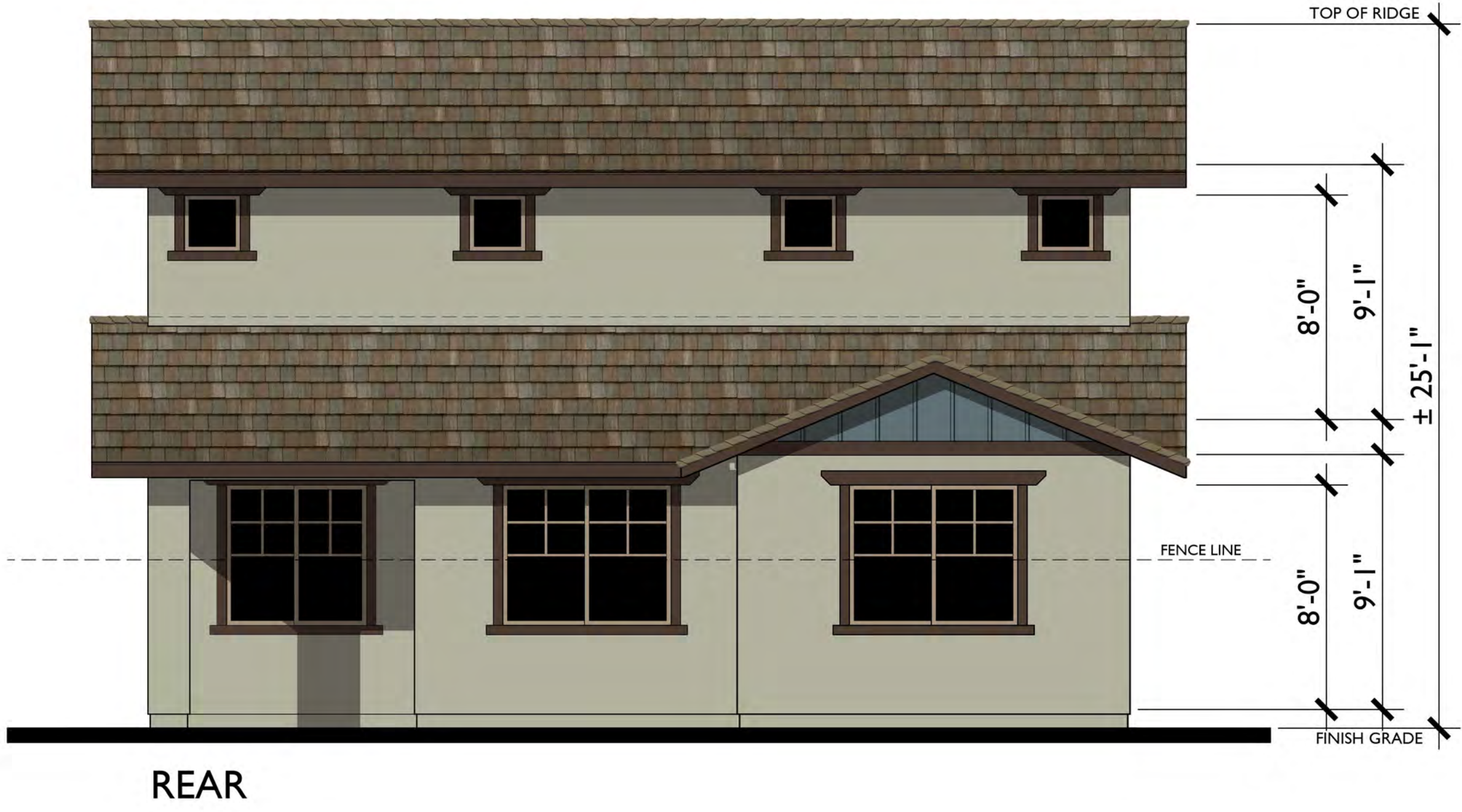


FIRST FLOOR

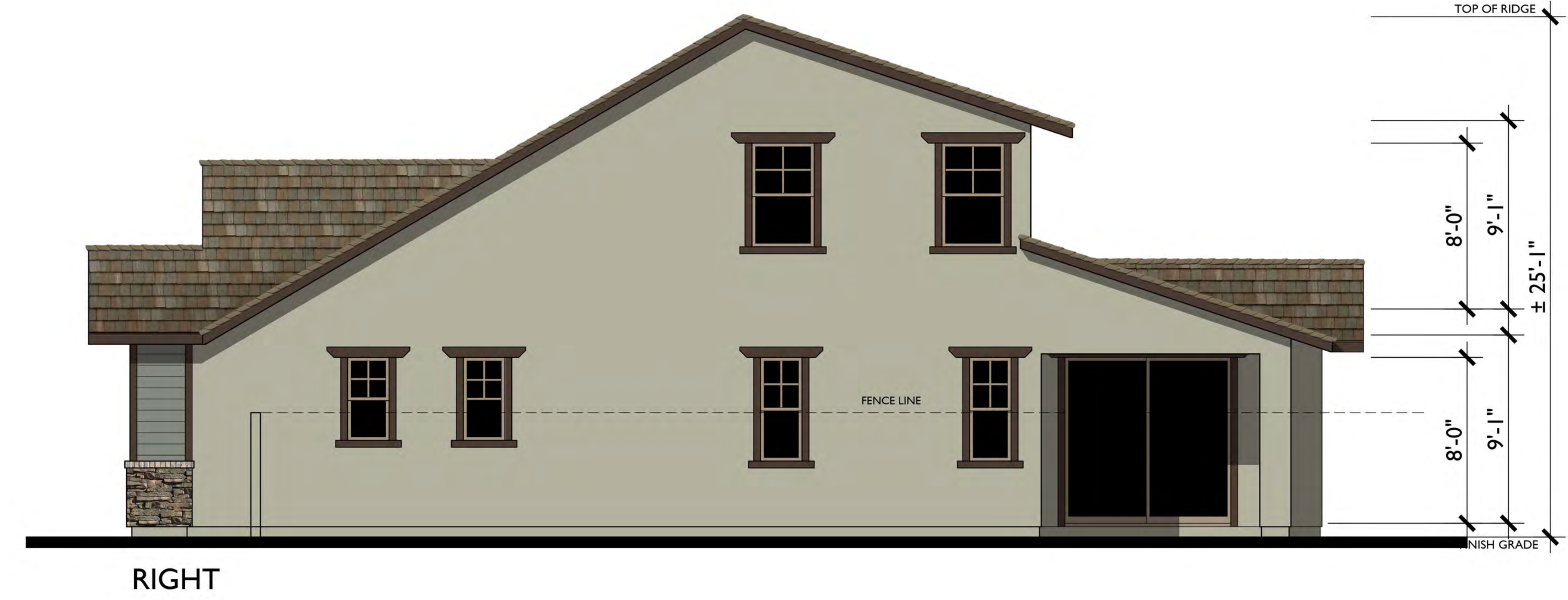
PLAN 3
3 BEDROOMS / 3.5 BATHS
2 - CAR GARAGE

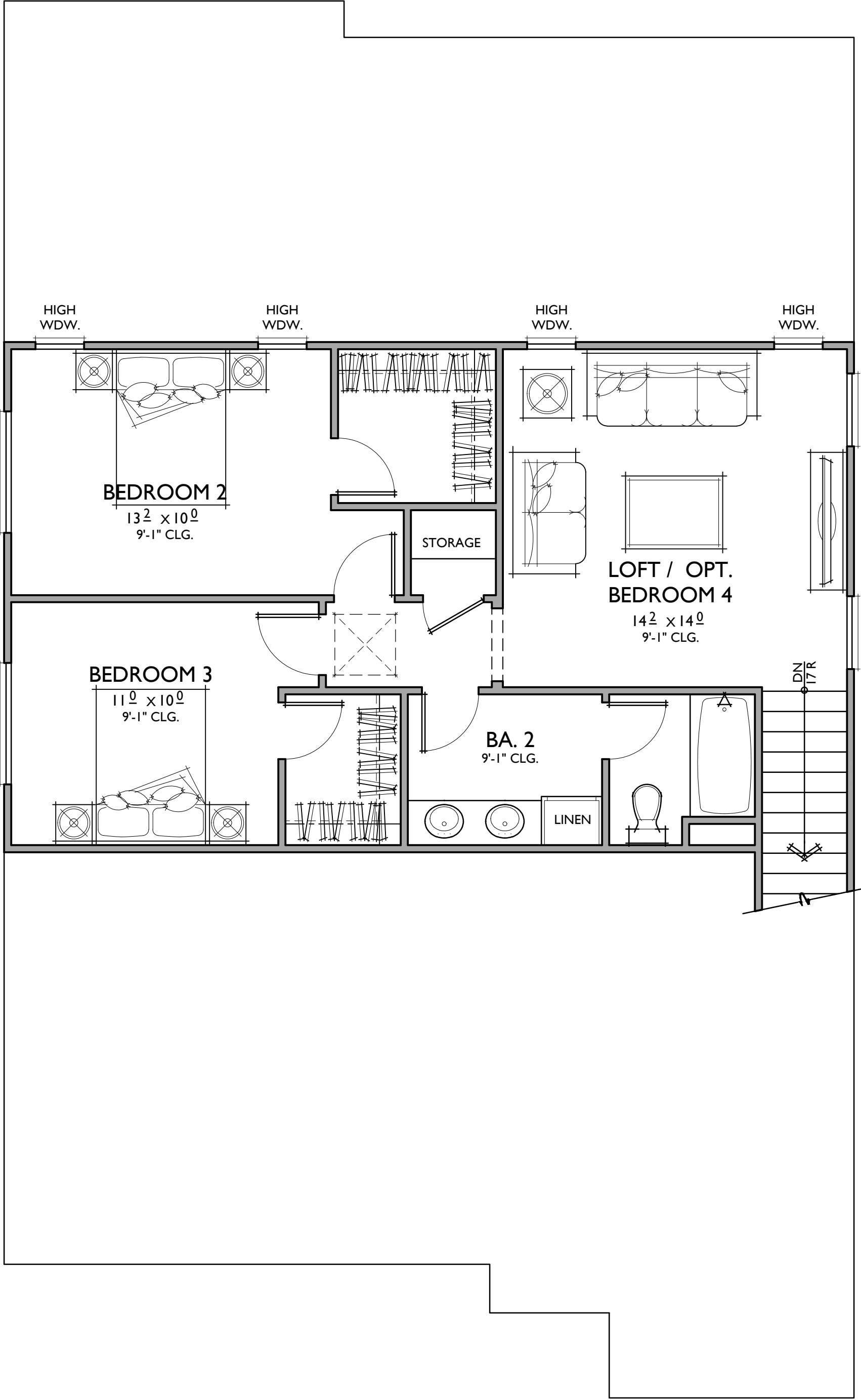
FLOOR AREA TABLE	
1ST FLOOR	1,256 SQ. FT.
2ND FLOOR	706 SQ. FT.
TOTAL LIVING	1,962 SQ. FT.
2 - CAR GARAGE	429 SQ. FT.
OUTDOOR LIVING	125 SQ. FT.
PORCH	43 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

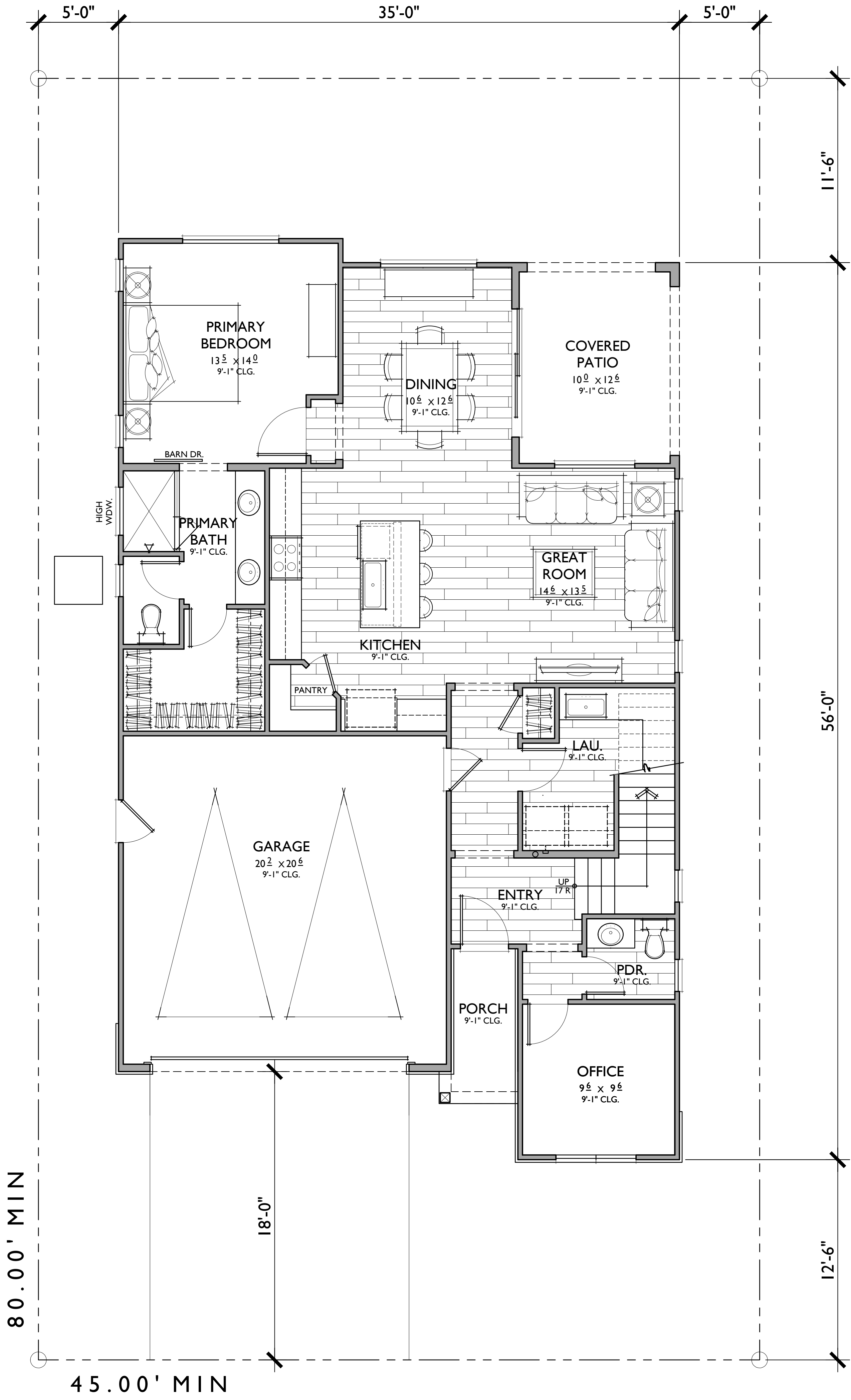


ROOF PLAN C
PITCH: 7:12 U.N.O.
RAKE: 24"
EAVE: 24"
ROOF MATERIAL: COMPOSITE SHINGLES





SECOND FLOOR



FIRST FLOOR

PLAN 3
3 BEDROOMS / 3.5 BATHS
2 - CAR GARAGE

FLOOR AREA TABLE	
1ST FLOOR	1,256 SQ. FT.
2ND FLOOR	706 SQ. FT.
TOTAL LIVING	1,962 SQ. FT.
2 - CAR GARAGE	429 SQ. FT.
OUTDOOR LIVING	125 SQ. FT.
PORCH	43 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

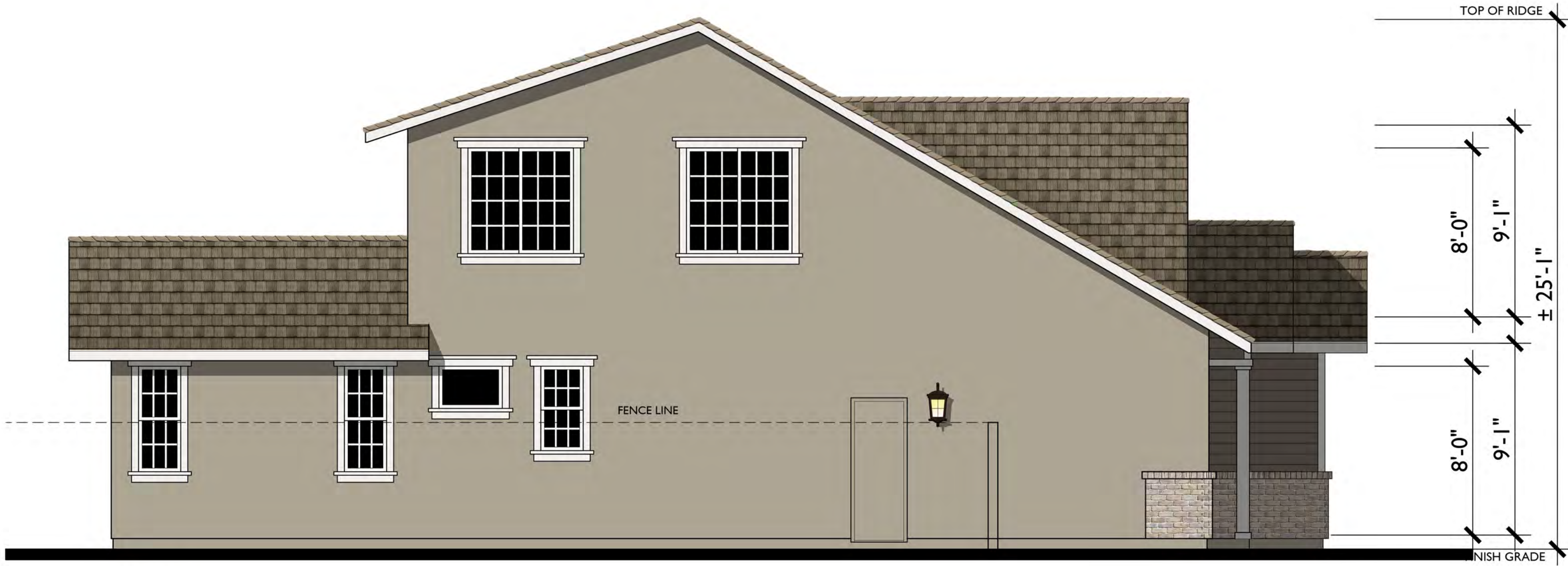


REAR

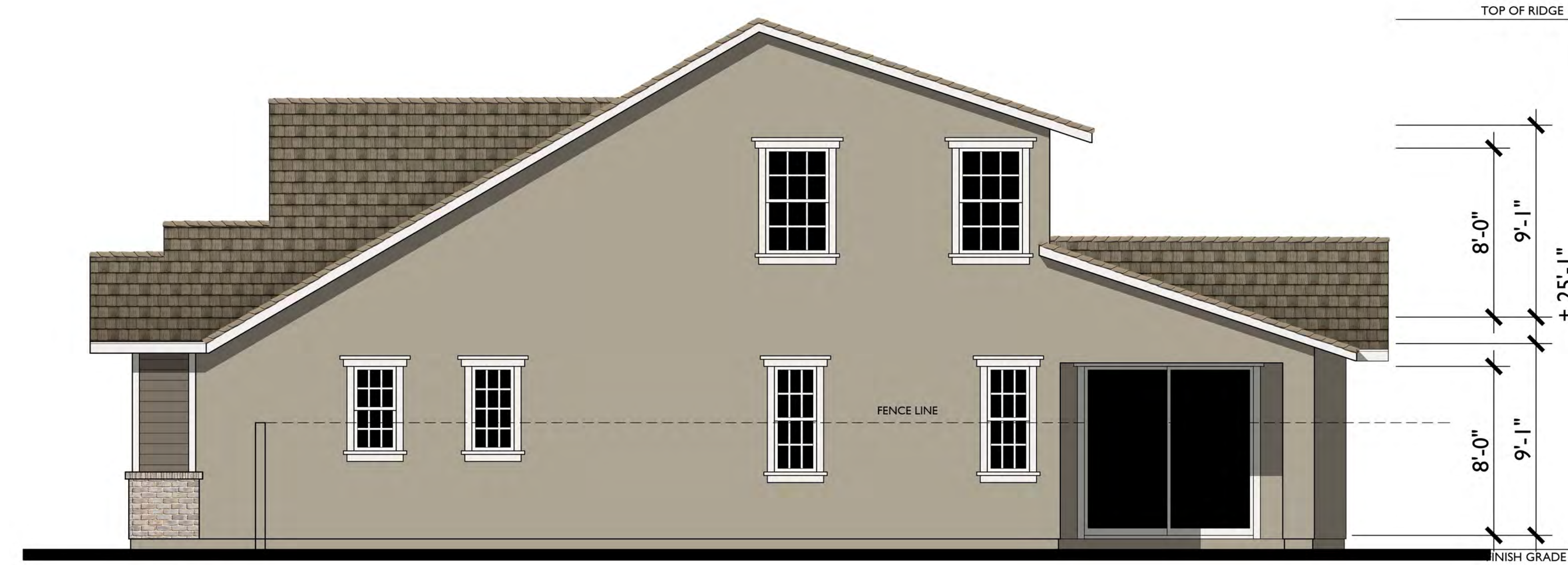


FRONT

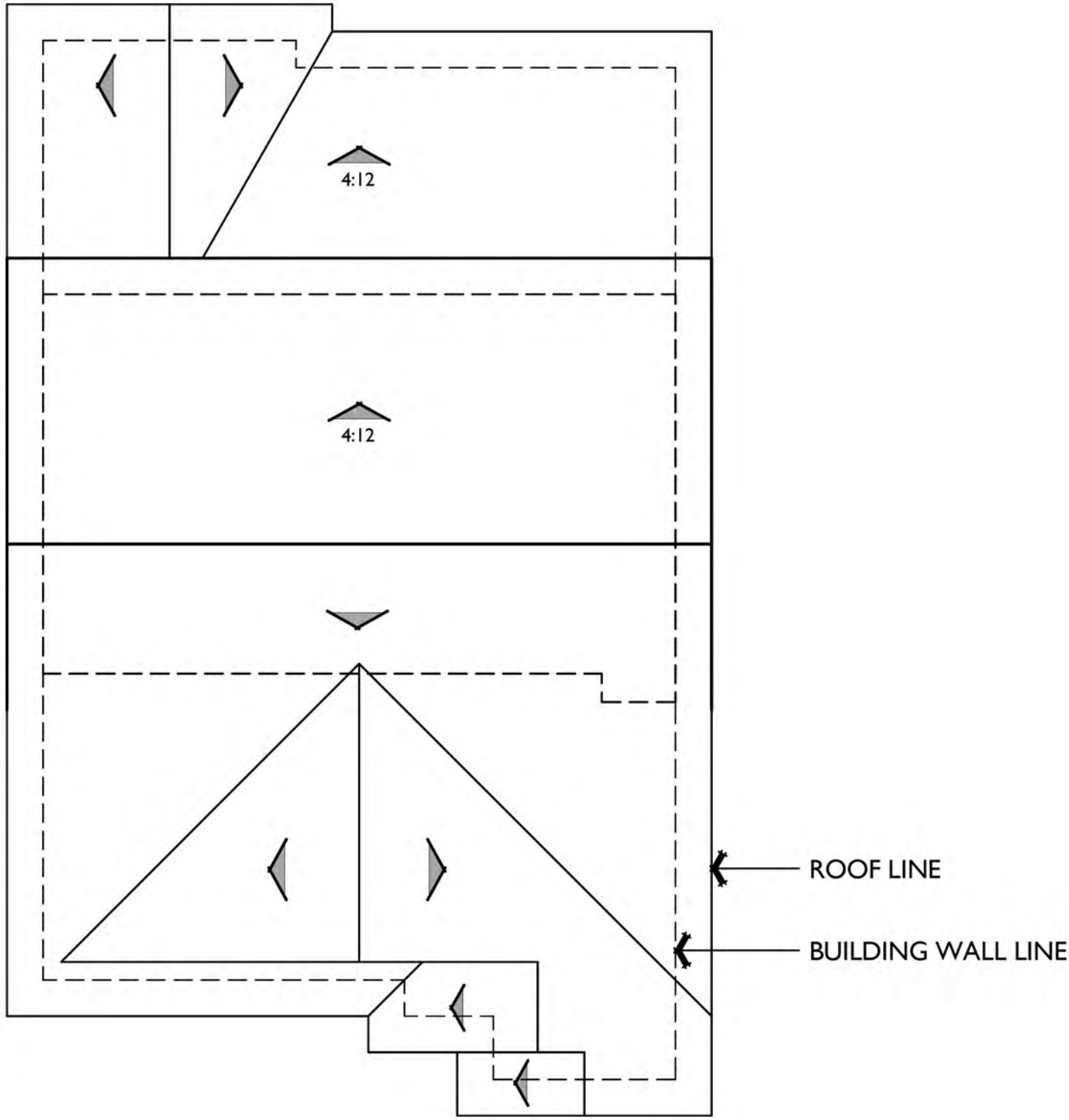
E
1/4"=1'-0"



LEFT



RIGHT



ROOF PLAN

E

PITCH: 7:12 U.N.O.
RAKE: 24"
EAVE: 24"
ROOF MATERIAL: COMPOSITE SHINGLES



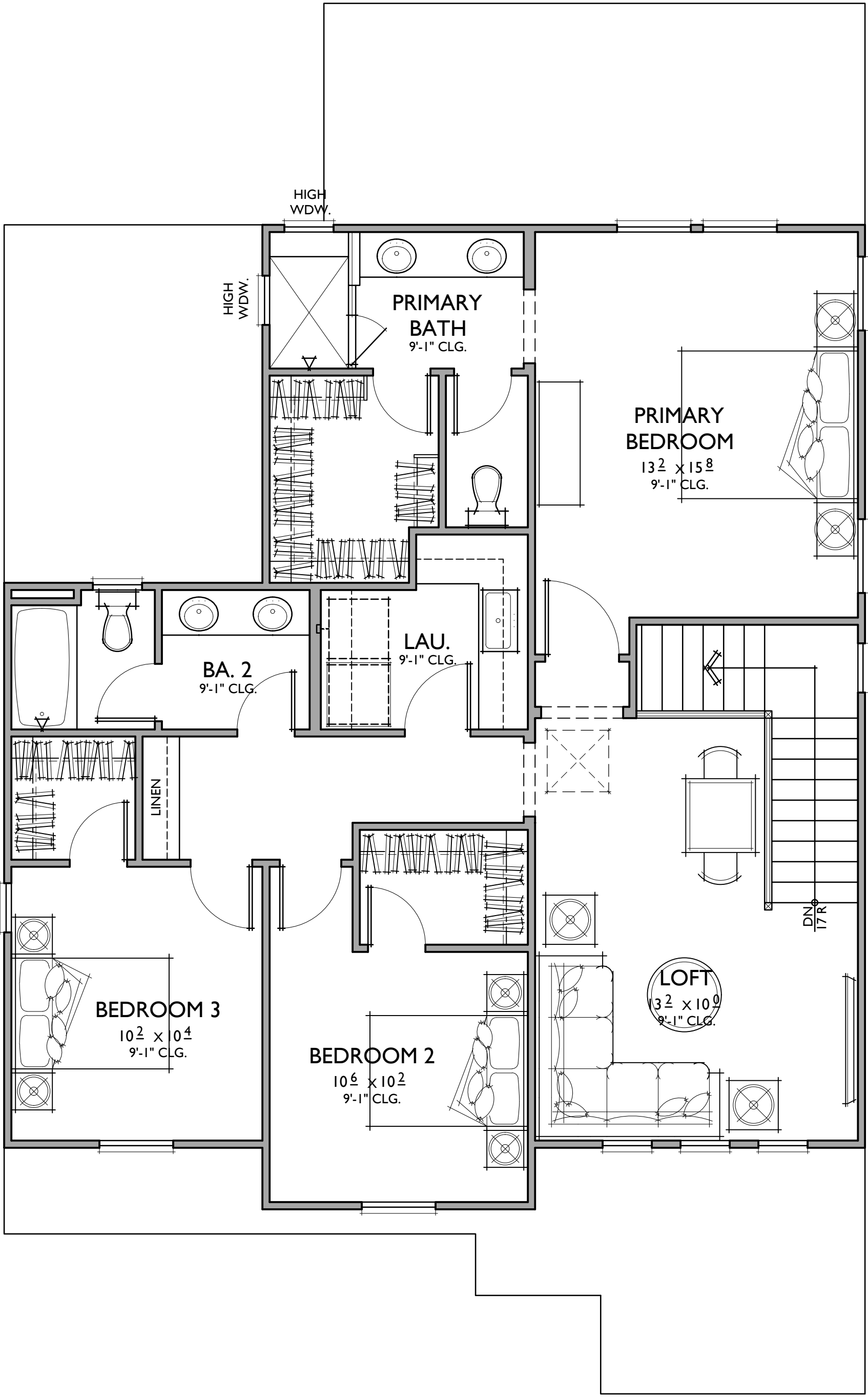
ADOBE RANCH



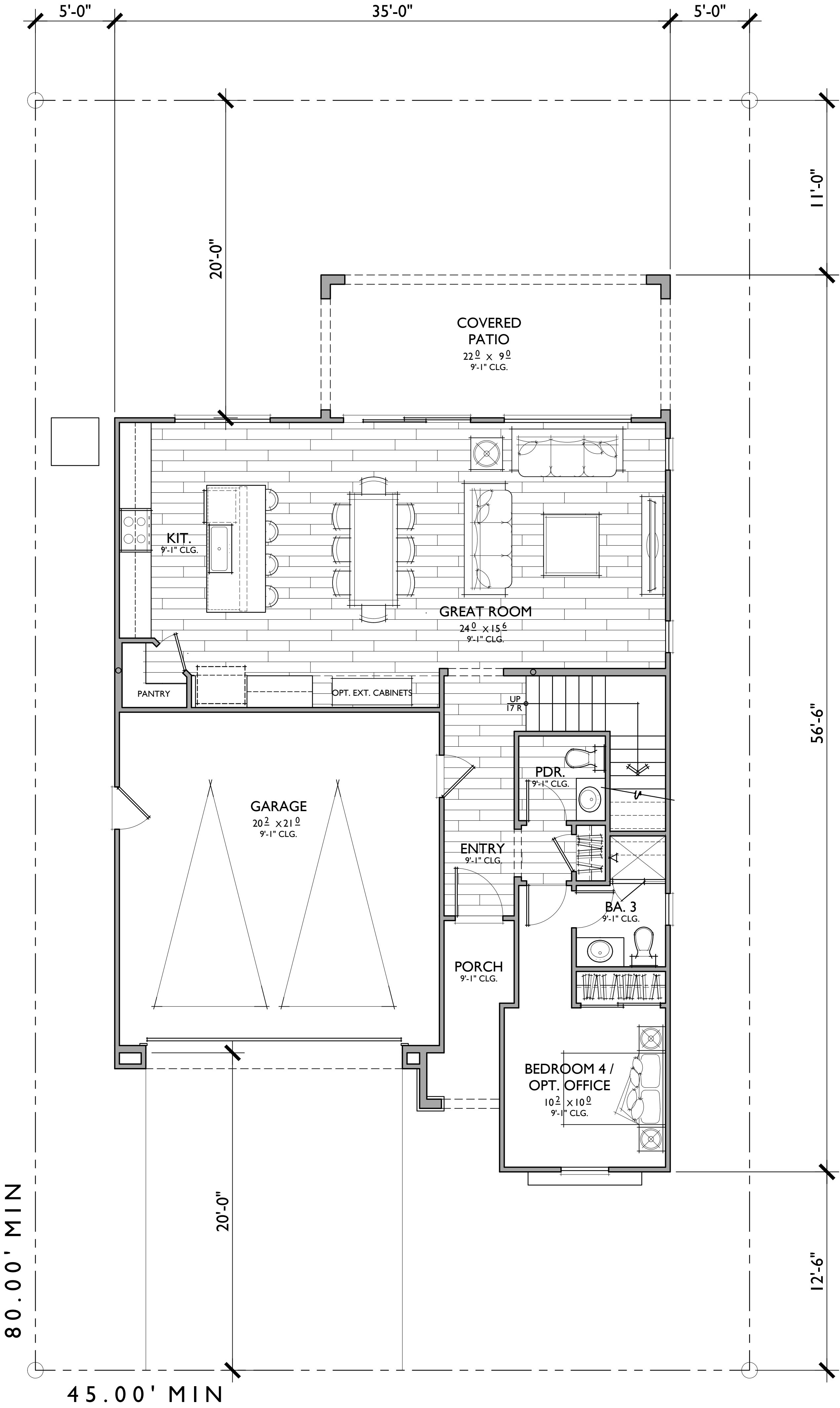
FARMHOUSE



CONTEMPORARY RANCH



SECOND FLOOR



FIRST FLOOR

PLAN 4
4 BEDROOMS / 3.5 BATHS + LOFT
2 - CAR GARAGE

FLOOR AREA TABLE	
1ST FLOOR	1,005 SQ. FT.
2ND FLOOR	1,125 SQ. FT.
TOTAL LIVING	2,130 SQ. FT.
2 - CAR GARAGE	441 SQ. FT.
COVERED PATIO	198 SQ. FT.
PORCH	52 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION



REAR



FRONT

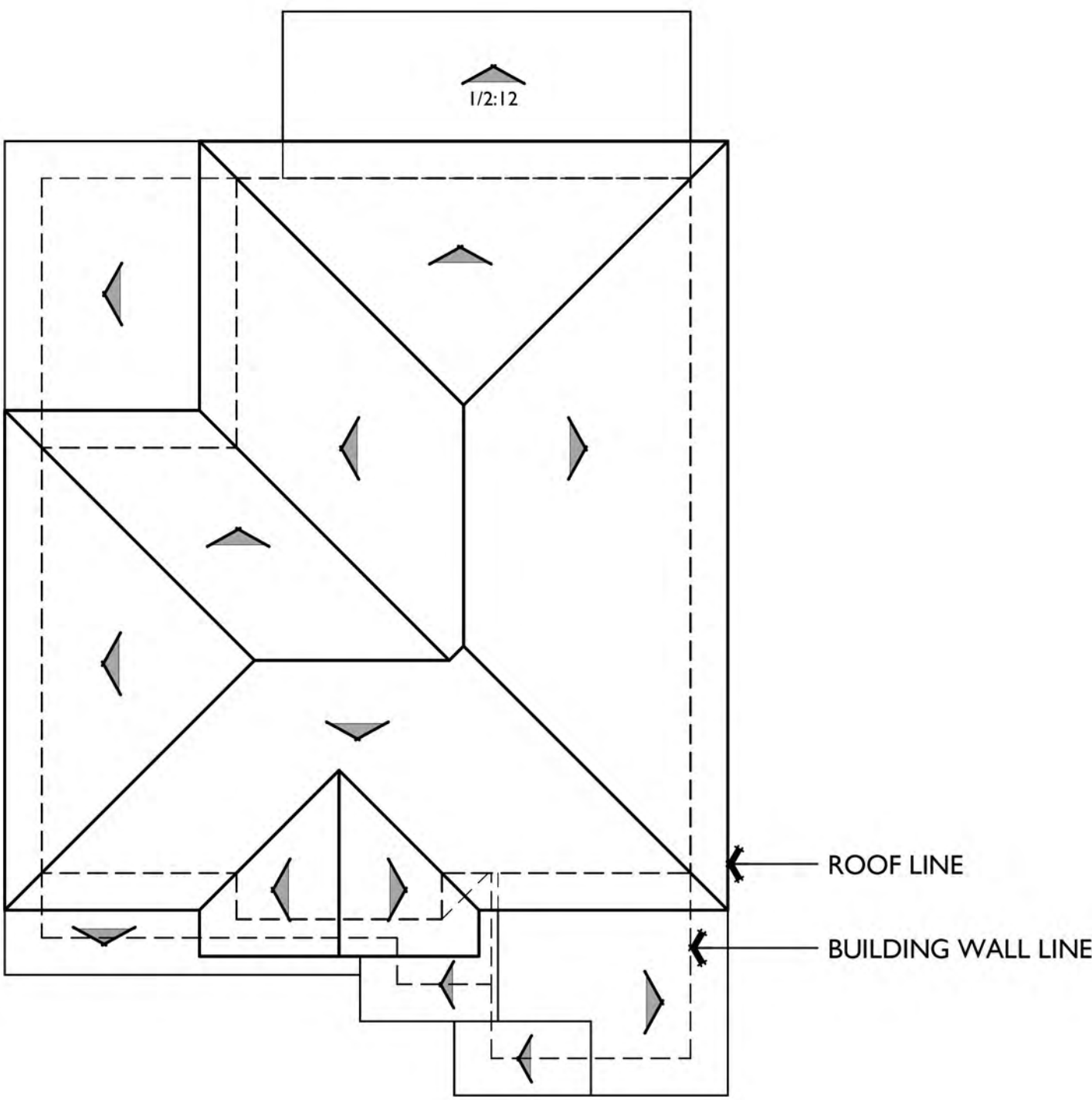
A
1/4"=1'-0"



LEFT



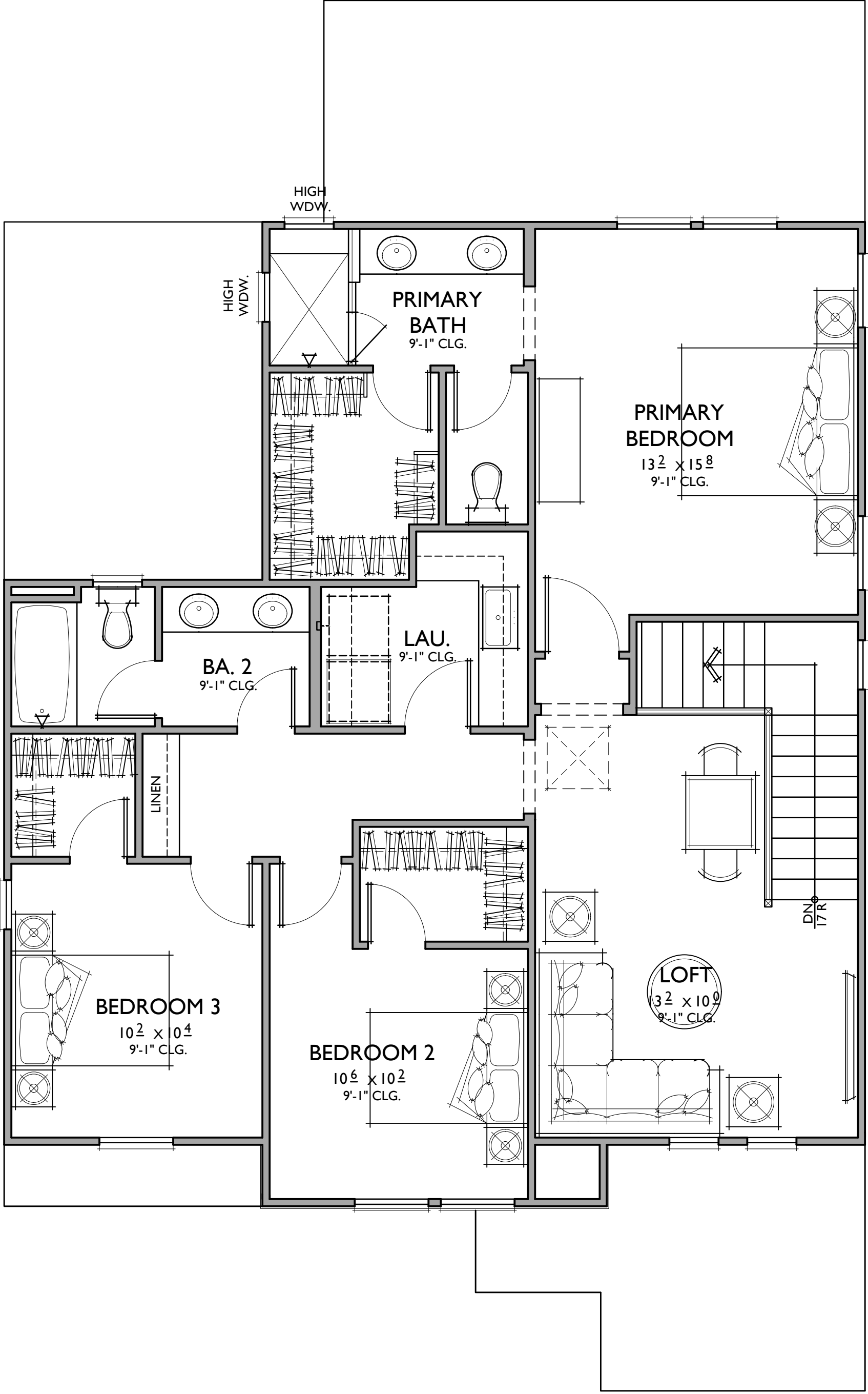
RIGHT



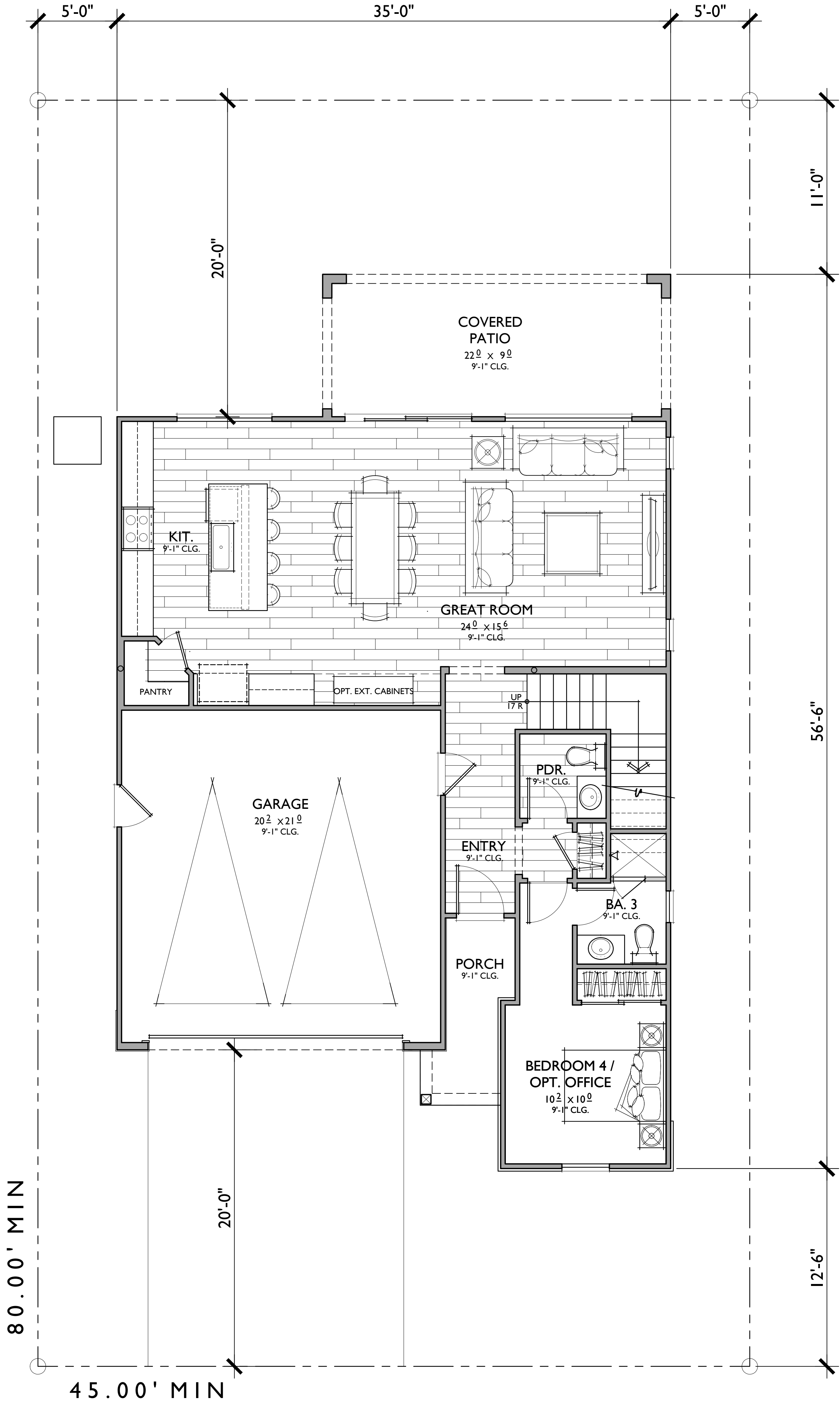
ROOF PLAN

A

PITCH: 4:12 U.N.O.
RAKE: 24"
EAVE: 24"
ROOF MATERIAL: CONCRETE 'S' TILES



SECOND FLOOR



FIRST FLOOR

PLAN 4
4 BEDROOMS / 3.5 BATHS + LOFT
2 - CAR GARAGE

FLOOR AREA TABLE	
1ST FLOOR	1,005 SQ. FT.
2ND FLOOR	1,125 SQ. FT.
TOTAL LIVING	2,130 SQ. FT.
2 - CAR GARAGE	441 SQ. FT.
COVERED PATIO	198 SQ. FT.
PORCH	52 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION



REAR



FRONT

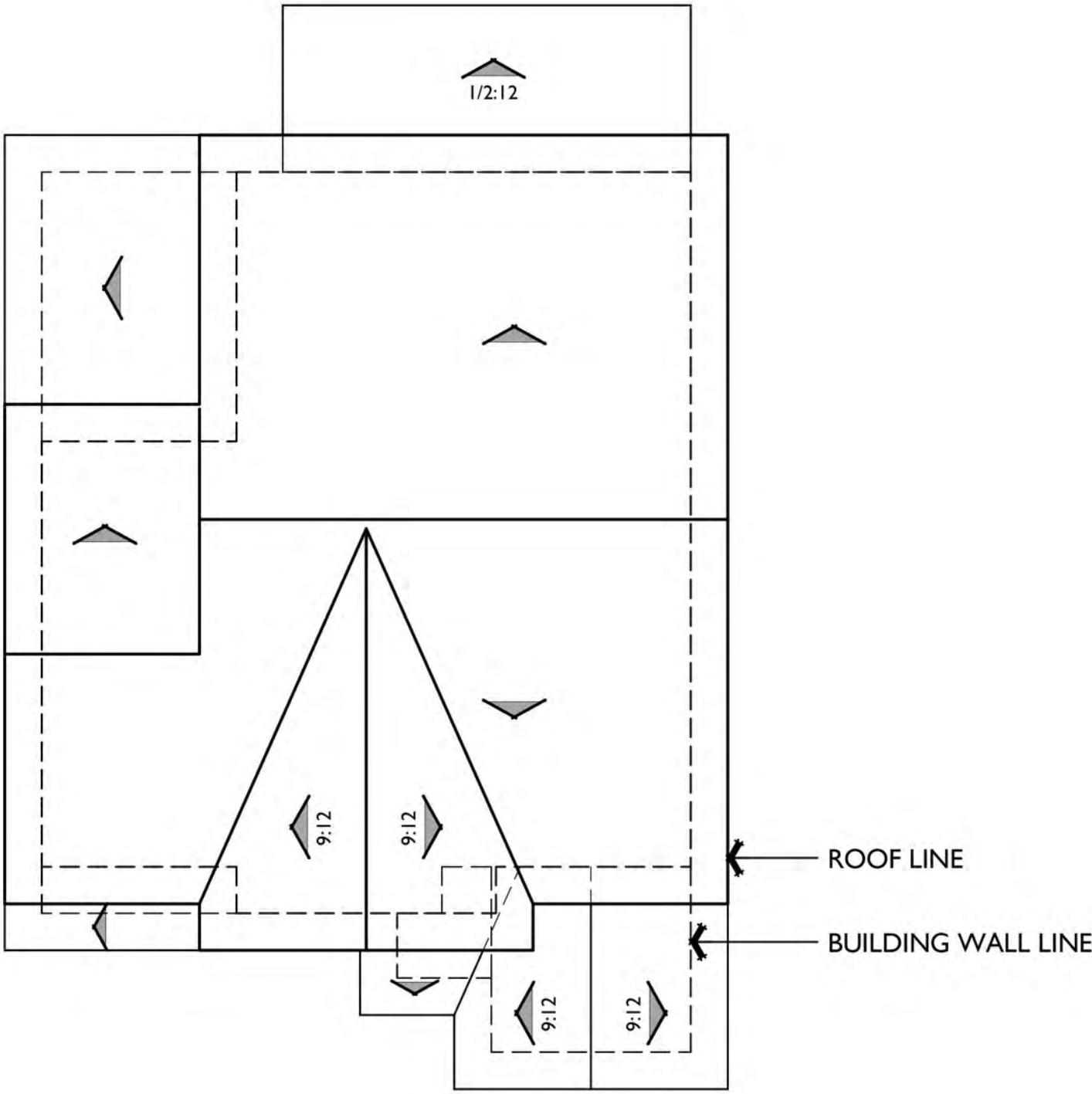
D
1/4"=1'-0"



LEFT



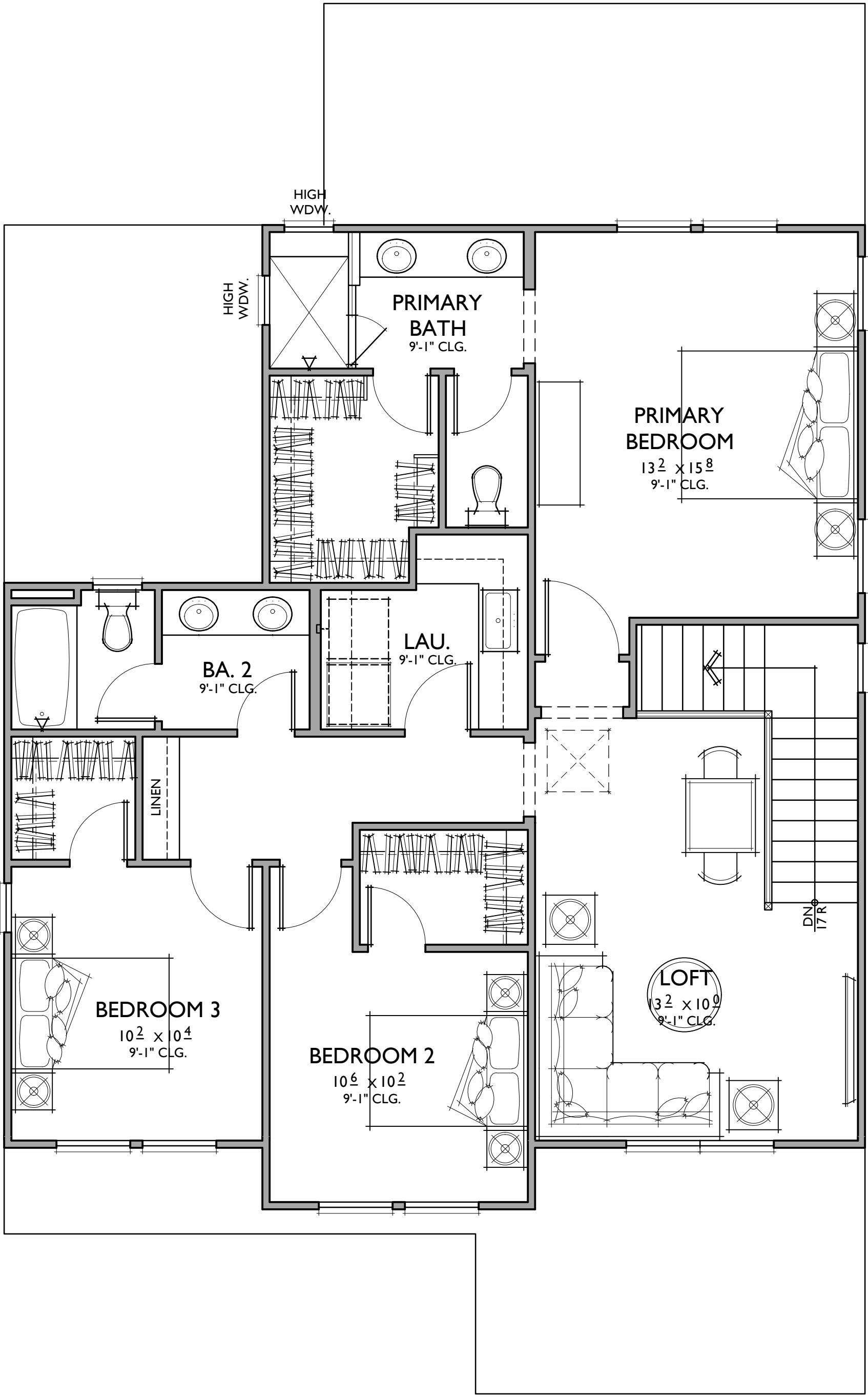
RIGHT



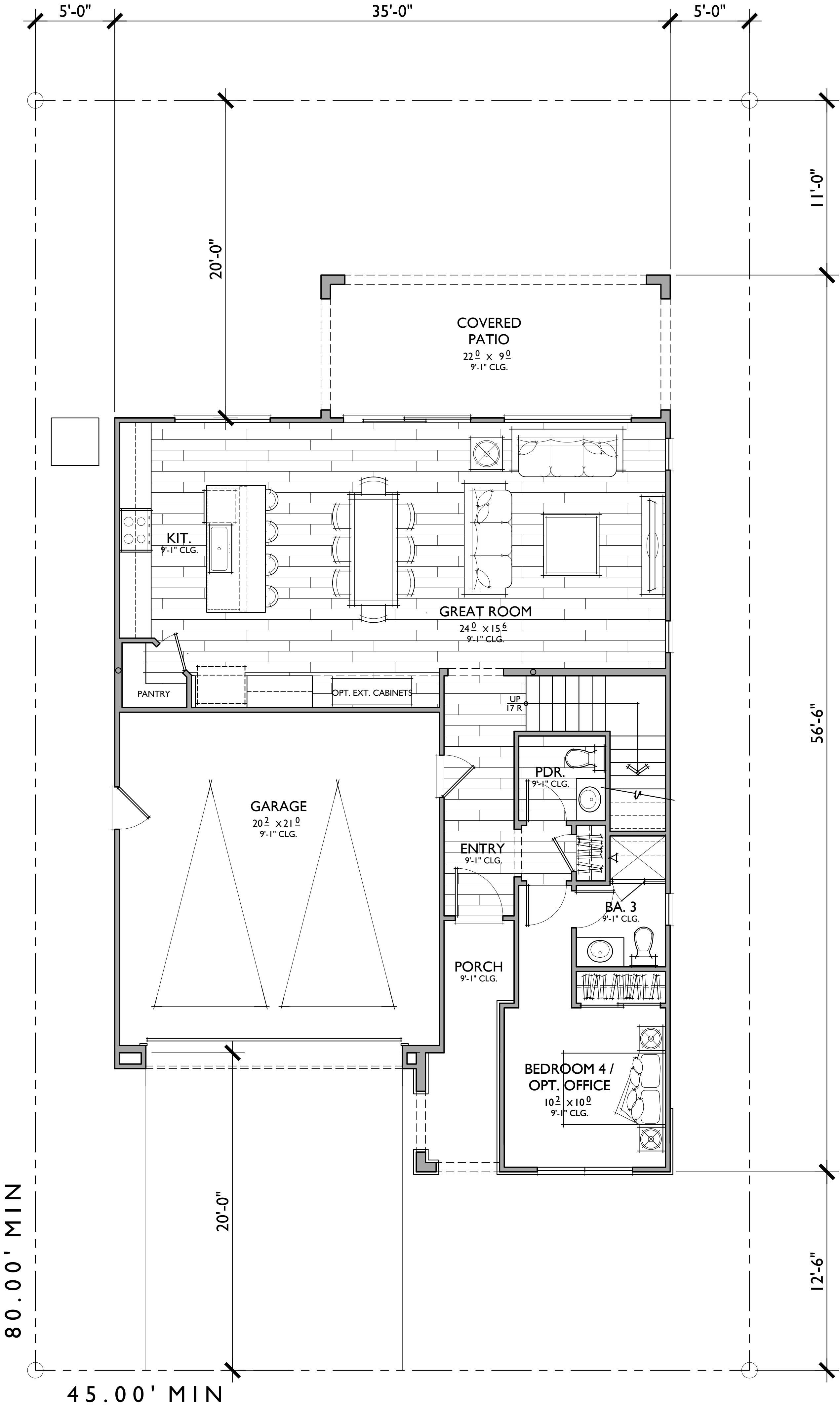
ROOF PLAN

D

PITCH: 4:12 U.N.O.
RAKE: 24"
EAVE: 24"
ROOF MATERIAL: COMPOSITE SHINGLES



SECOND FLOOR



FIRST FLOOR

PLAN 4
4 BEDROOMS / 3.5 BATHS + LOFT
2 - CAR GARAGE

FLOOR AREA TABLE	
1ST FLOOR	1,005 SQ. FT.
2ND FLOOR	1,125 SQ. FT.
TOTAL LIVING	2,130 SQ. FT.
2 - CAR GARAGE	441 SQ. FT.
COVERED PATIO	198 SQ. FT.
PORCH	52 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

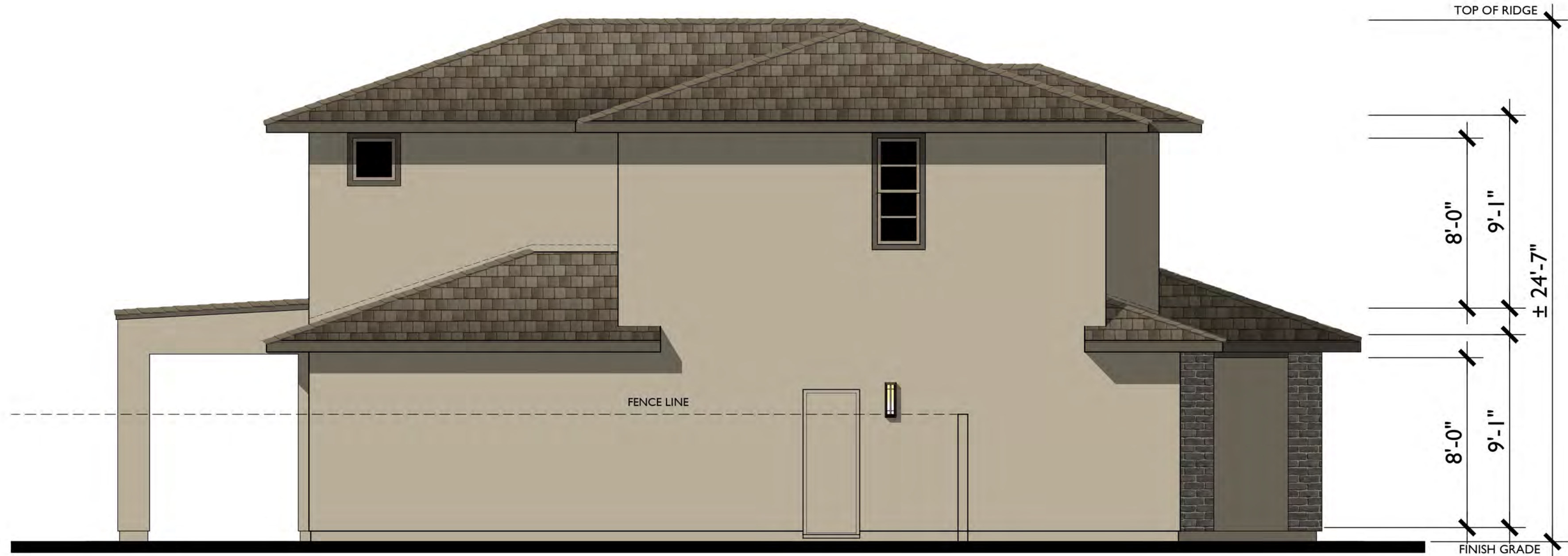


REAR

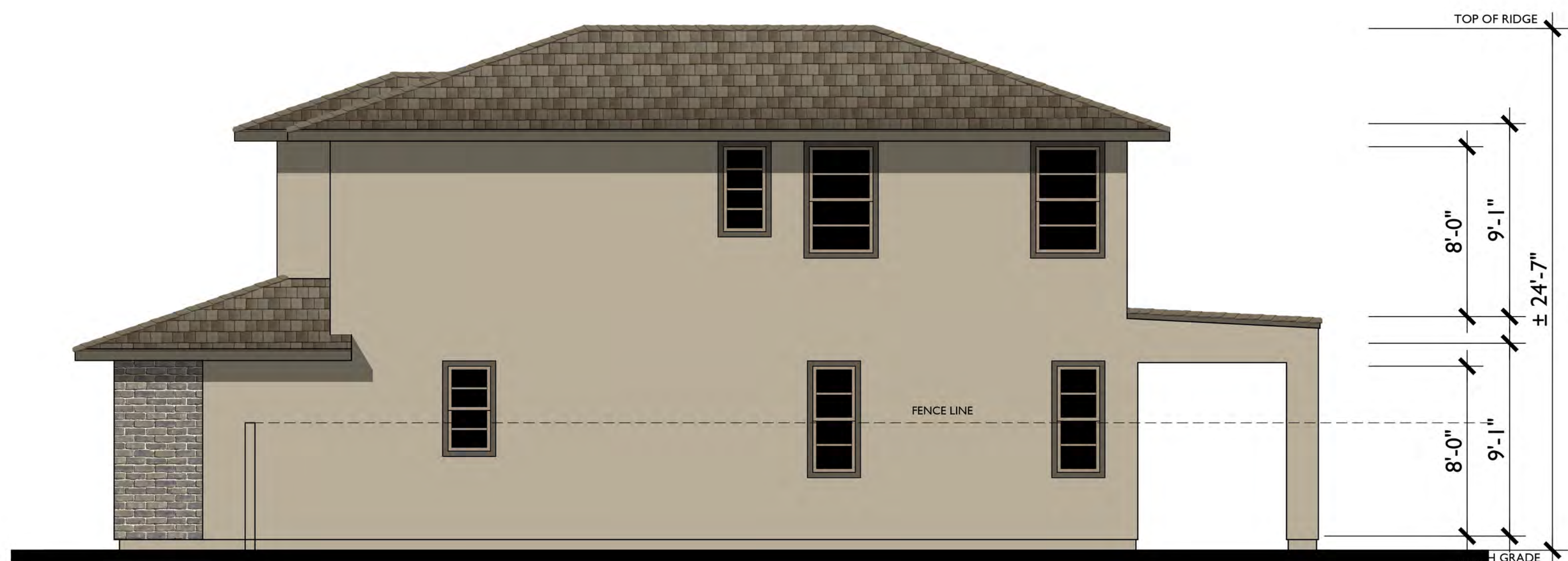


FRONT

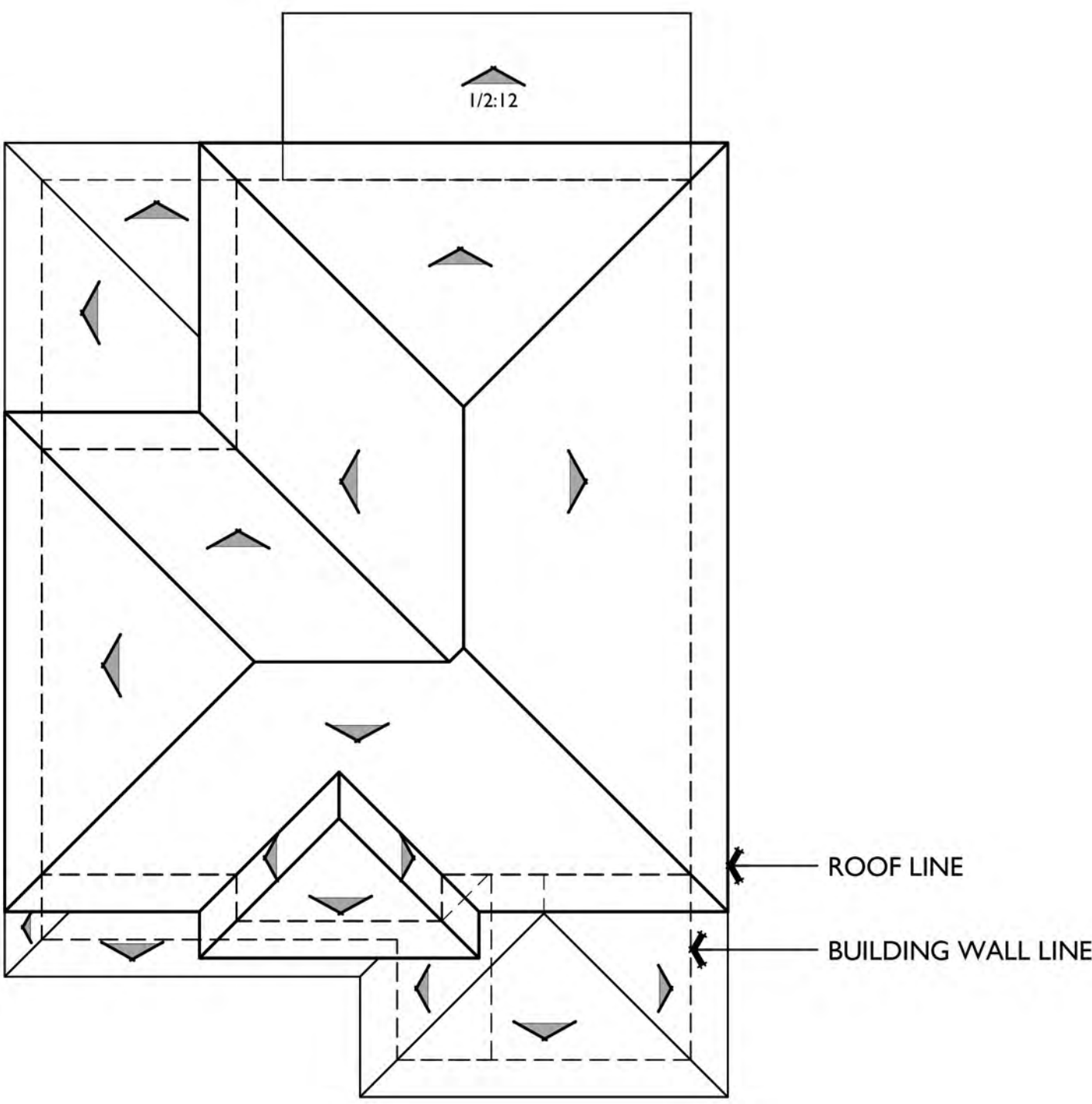
F
1/4"=1'-0"



LEFT



RIGHT



ROOF PLAN

F

PITCH: 4:12 U.N.O.
RAKE: 24"
EAVE: 24"
ROOF MATERIAL: COMPOSITE SHINGLES



RIO DEL ORO 44'

COLOR SELECTION BOOK
AUGUST 5, 2021

JOB #258-21074



ITEM 10.1.

RIO DEL ORO 44'

PARCEL 66

JOB# 258-21074

COLOR SELECTION CHART



ROOF: EAGLE
PAINT: KELLY MOORE
STONE: ELDORADO
BRICK: ELDORADO

GUTTER: CUSTOM BILT
GROUT: CUSTOM BUILDING PRODUCT
MORTAR: ORCO BLENDED PRODUCT

MAY 28, 2021
*REVISED AUGUST 4, 2021(BOLDER COLORS PER DRC)

	SCHEMES 1-3 'A' ADOBE RANCH			SCHEMES 4-6 'C' CRAFTSMAN			SCHEMES 7-9 'D' FARMHOUSE		
SCHEMES	1	2	3	4	5	6	7	8	9
SHUTTERS & FRONT DOOR	KM5037-5 SEA OF ATLANTIS	KM5072-5 JASPER PARK	KM4859 HARROW'S GATE	KM4554 BUFFALOW DANCE	KM4526-5 COFFEE BAR	KM4869-5 ROCKY CREEK	KM4852-2 WIND JAMMER	KM4932 RUB ELBOW	KM4470-5 WALNUT GROVE
FASCIA, EAVES, HEADERS, TRIM & GARAGE DOOR	KM4588 NEVER CRY WOLF	KM5761-5 COLUSA WETLANDS	KM4554 BUFFALO DANCE	KM4791 DUCK WILLOW	KM5800 SAUSALITO RIDGE	KM5818 KETTLEMAN	KMW57 CLOUD WHITE	KMW46 PICKET FENCE	KMW47 BROKEN WHITE
BASE STUCCO	KM4710 DESERT KHAKI	HLS4277-2 COTSWOLD DILL	230 GRAYSTONE	KM5766 WHISPER RIDGE	HLS4264 MELMAC SILVER	KM5774 WHITNEY OAKS	KM4947 SUBTLE SHADOW	KM4739-1 LAND BEFORE TIME	KM4816-1 SILKY GREEN
SIDING	-----	-----	-----	KM5768 SAGE ADVICE	KM5746-3 TURTLE BAY	KM5793-3 JASMINE HOLLOW	KMW57 CLOUD WHITE	KM4790-3 VENETIAN WALL	KM4859 HARROW'S GATE
VERTICAL GABLE SIDING	-----	-----	-----	KM5807-3 ROLLING SEA	KM4868-3 PORCH SWING	KM5805 BAY WHARF	-----	-----	-----
BRICK	CAPISTRANO ADOBE CARMELO	CAPISTRANO ADOBE CARMELO	CAPISTRANO ADOBE CARMELO	LATIGO TUNDRA BRICK	LATIGO TUNDRA BRICK	ASHLAND TUNDRA BRICK	-----	-----	-----
STONE	-----	-----	-----	SILVERTON MOUNTAIN LEDGE PANELS	WHISKEY CREEK MOUNTAIN LEDGE PANELS	LANTANA CLIFFSTONE	GRAND BANKS LIMESTONE	CASTAWAY STACKED STONE	NANTUCKET STACKED STONE
MORTAR	ORCO ADELANTO TAN (SLURRY COAT OVER FACE)	ORCO SESAME (SLURRY COAT OVER FACE)	ORCO LATTE (SLURRY COAT OVER FACE)	ORCO WARM GRAY	ORCO KHAKI	ORCO KHAKI	ORCO SNOW WHITE	DRYSTACKED	DRYSTACKED
'S' ROOF	SCC 8825	3645	3636	-----	-----	-----	-----	-----	-----
FLAT ROOF	-----	-----	-----	5634	SCP 8802	SCP 8804	5810	SCP 8803	5699
GUTTERS & DOWNSPOUTS	WEATHERED BRONZE	BRONZE	BEAVER BROWN	WEATHERED BRONZE	BRONZE	OLD TOWNE GRAY	WHITE	WHITE	WHITE

Elliott Homes

A Tradition of Quality since 1914

RIO DEL ORO 44'

PARCEL 66

JOB# 258-21074

COLOR SELECTION CHART

Bassenian | Lagoni

ARCHITECTURE • PLANNING • INTERIORS

ROOF: EAGLE

PAINT: KELLY MOORE

STONE: ELDORADO

BRICK: ELDORADO

GUTTER: CUSTOM BILT

GROUT: CUSTOM BUILDING PRODUCT

MORTAR: ORCO BLENDED PRODUCT

MAY 28, 2021

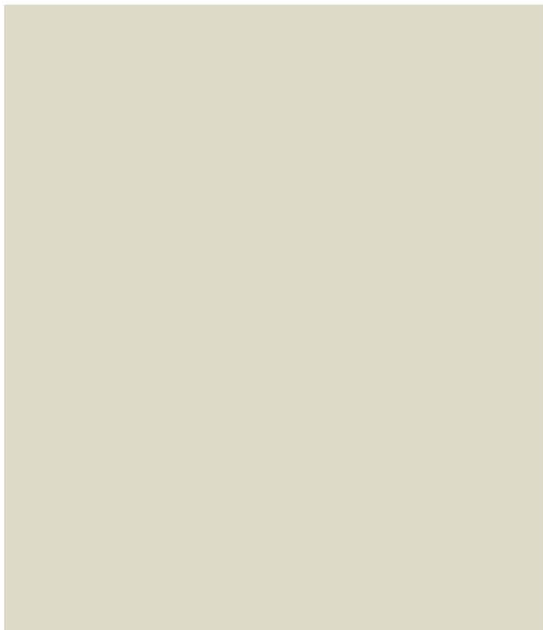
*REVISED AUGUST 4, 2021(BOLDER COLORS PER DRC)

	SCHEMES 10-12 'E' TRADITIONAL			SCHEMES 13-15 'F' CONTEMPORARY RANCH					
SCHEMES	10	11	12	13	14	15			
FRONT DOOR	KM4890-5 MIDNIGHT KM4442-5 TEXAS SWEET TEA	KM4995-5 NAVY DAMASK	KMA67-5 ROAD TIES	KM5001-3 LILY POND BLUE	KM4960-5 EVENING GLORY	KMA61-5 SHERWOOD FOREST			
FASCIA, EAVES, HEADERS, TRIM & GARAGE DOOR	KMW43 WHITEST WHITE	KMW57 CLOUD WHITE	KMW57 CLOUD WHITE	KM5772 PALM LANE	KM5825 NOT MY FAULT	KMW31 FRANKLY EARNEST			
BASE STUCCO	KM5822 SAN FRANCISCO FOG	KM5788 TRANQUIL TAUPE	KM4893 MISCHIEF MOUSE	HLS4282 SALISBURY STONE	KM5759 TOWNHOUSE TAUPE	KM5828 BIG BAND			
SIDING	KMW43 WHITEST WHITE	KM5793-3 JASMINE HOLLOW	KM4874-3 OYSTER BAY	-----	-----	-----			
BRICK	CHALK DUST TUNDRA BRICK	LATIGO TUNDRA BRICK	ASLAND TUNDRA BRICK	LATIGO TUNDRA BRICK	ASLAND TUNDRA BRICK	CHALK DUST TUNDRA BRICK			
MORTAR FLUSHED JOINT	ORCO SNOW WHITE	ORCO ADELANTO TAN	ORCO SOFT WHITE	ORCO ADELANTO TAN	ORCO SOFT WHITE	ORCO SNOW WHITE			
FLAT ROOF	5503	5687	SCP 8805	4882	4804	4602			
GUTTERS & DOWNSPOUTS	HIGH GLOSS WHITE	WHITE	WHITE	BRONZE	OLD TOWNE GRAY	WHITE			

SCHEME 1 - 'A' ADOBE RANCH



'S' ROOF - EAGLE SCP 8825



BASE STUCCO
KM4710 DESERT KHAKI



FASCIA, EAVES, HEADERS, TRIM & GARAGE
DOOR
KM4588 NEVER CRY WOLF



SHUTTERS & FRONT DOOR
KM5037-5 SEA OF ATLANTIS



STONE
ELDORADO CAPRISTRANO ADOBE CARMELO

SCHEME 2 - 'A' ADOBE RANCH



'S' ROOF - EAGLE 3645

BASE STUCCO
HLS4277-2 COTSWOLD DILLFASCIA, EAVES, HEADERS, TRIM & GARAGE
DOOR
KM5761-5 COLUSA WETLANDSSHUTTERS & FRONT DOOR
KM5072-5 JASPER PARKSTONE
ELDORADO CAPRISTRANO ADOBE CARMELO

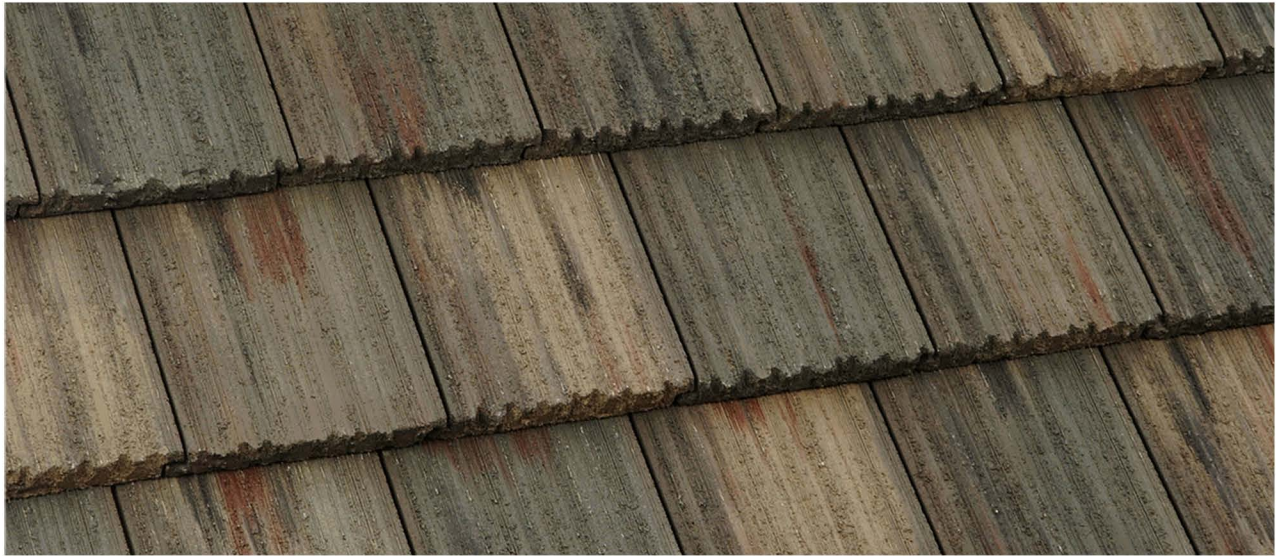
SCHEME 3 - 'A' ADOBE RANCH



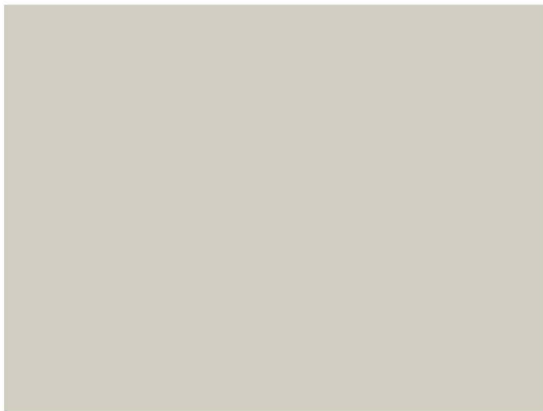
'S' ROOF - EAGLE 3636

BASE STUCCO
230 GRAYSTONEFASCIA, EAVES, HEADERS, TRIM & GARAGE
DOOR
KM4554 BUFFALO DANCESHUTTERS & FRONT DOOR
KM4859 HARROW'S GATESTONE
ELDORADO CAPRISTRANO ADOBE CARMELO

SCHEME 4 - 'C' CRAFTSMAN



FLAT ROOF - EAGLE 5634

BASE STUCCO
KM5766 WHISPER RIDGEGABLE SIDING
KM5807-3 ROLLING SEAFASCIA, EAVES, HEADERS, TRIM & GARAGE
DOOR
KM4791 DUCK WILLOWSHUTTERS & FRONT DOOR
KM4554 BUFFFALOW DANCESIDING
KM5768 SAGE ADVICESTONE
ELDORADO SILVERTON MTN LEDGE PANELSBRICK
ELDORADO LATIGO TUNDRA BRICK

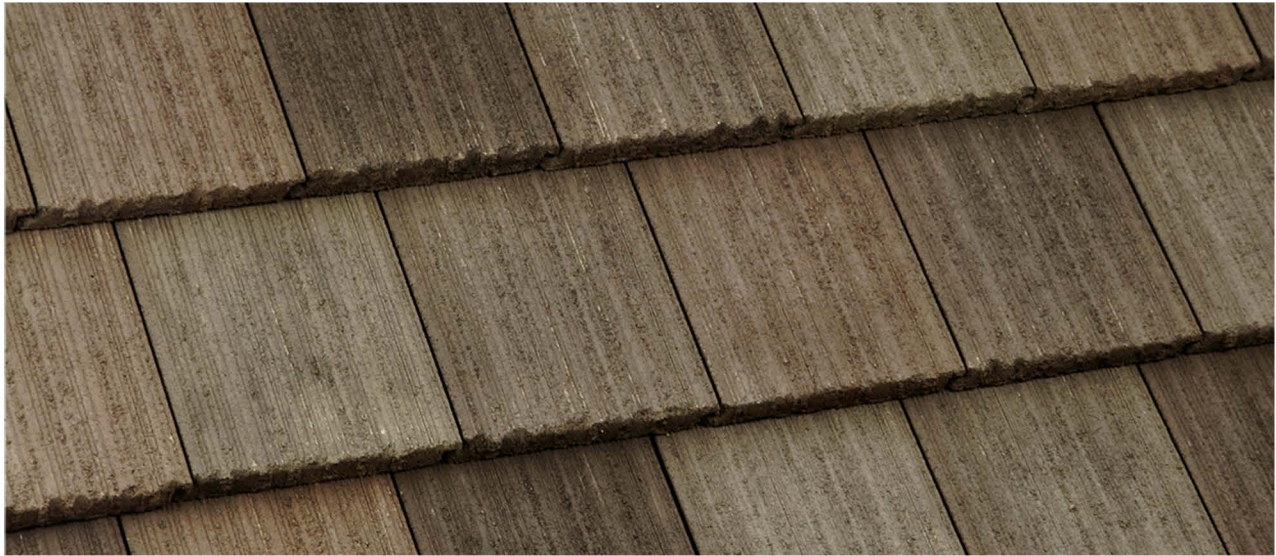
SCHEME 5 - 'C' CRAFTSMAN



FLAT ROOF – EAGLE SCP 8802

BASE STUCCO
HLS4264 MELMAC SILVERGABLE SIDING
KM4868-3 PORCH SWINGFASCIA, EAVES, HEADERS, TRIM & GARAGE
DOOR
KM5800 SAUSALITO RIDGESHUTTERS & FRONT DOOR
KM4526-5 COFFEE BARSIDING
KM5746-3 TURTLE BAYSTONE
ELDORADO WHISKEY CREEK MTN LEDGE PANELSBRICK
ELDORADO LATIGO TUNDRA BRICK

SCHEME 6 - 'C' CRAFTSMAN



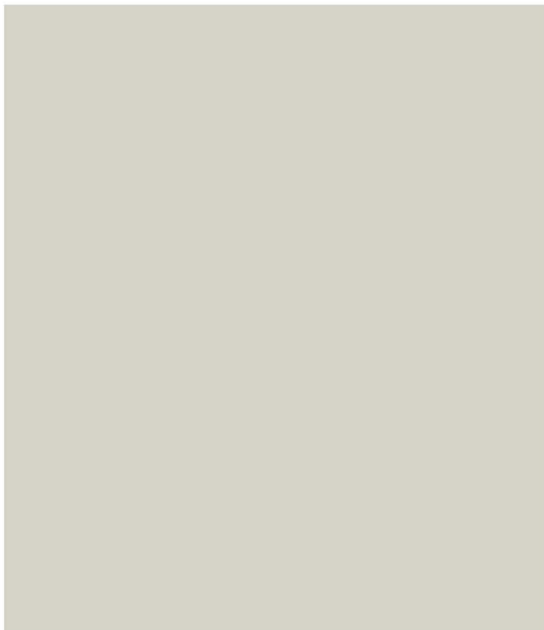
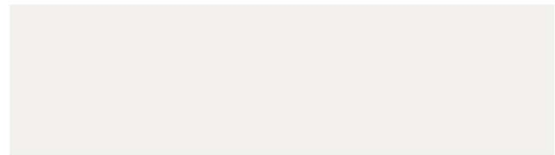
FLAT ROOF – EAGLE SCP 8804

BASE STUCCO
KM5774 WHITNEY OAKSGABLE SIDING
KM8505 BAY WHARFFASCIA, EAVES, HEADERS, TRIM, GARAGE
DOOR & GABLE SIDING
KM5818 KETTLEMANSHUTTERS & FRONT DOOR
KM4869-5 ROCKY CREEKSIDING
KM5793-3 JASMINE HOLLOWSTONE
ELDORADO LANTANA CLIFFSTONEBRICK
ELDORADO ASHLAND TUNDRA BRICK

SCHEME 7 - 'D' FARMHOUSE



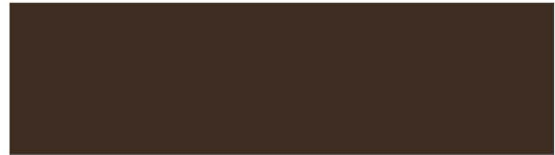
FLAT ROOF - EAGLE 5810

BASE STUCCO
KM4947 SUBTLE SHADOWFASCIA, EAVES, HEADERS, TRIM & GARAGE
DOOR
KMW57 CLOUD WHITESHUTTERS & FRONT DOOR
KM4852-2 WIND JAMMERSIDING
KMW57 CLOUD WHITESTONE
ELDORADO GRAND BANKS LIMESTONE

SCHEME 8 - 'D' FARMHOUSE



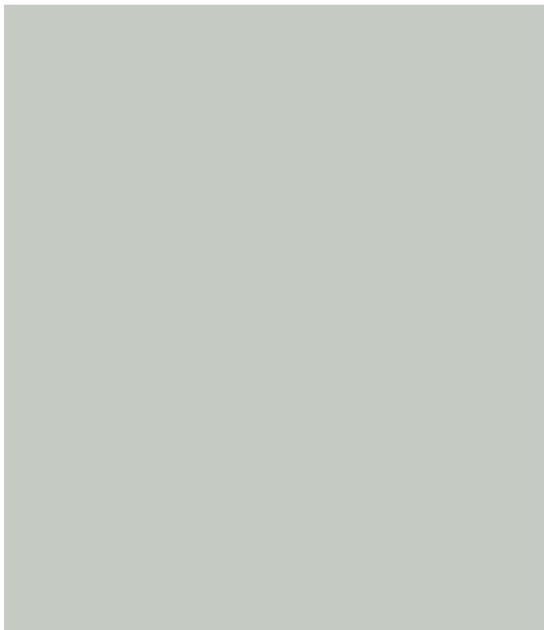
FLAT ROOF – EAGLE SCP 8803

BASE STUCCO
KM4739-1 LAND BEFORE TIMEFASCIA, EAVES, HEADERS, TRIM & GARAGE
DOOR
KMW46 PICKET FENCESHUTTERS & FRONT DOOR
KM4932 RUB ELBOWSIDING
KM4790-3 VENETIAN WALLSTONE
ELDORADO CASTAWAY STACKED STONE

SCHEME 9 - 'D' FARMHOUSE



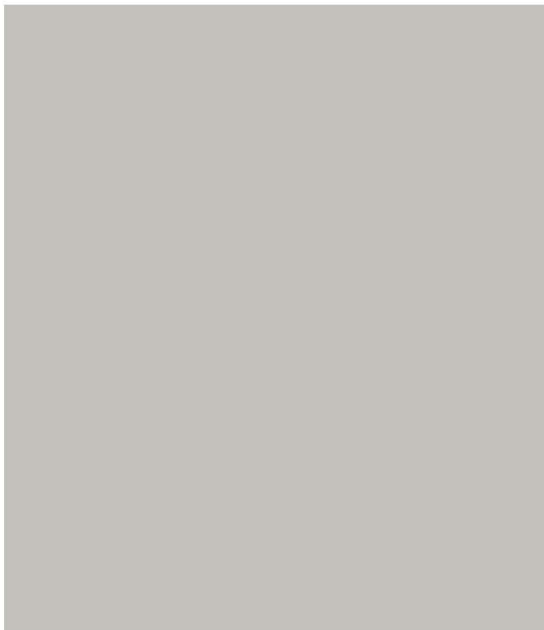
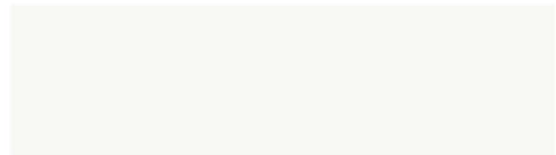
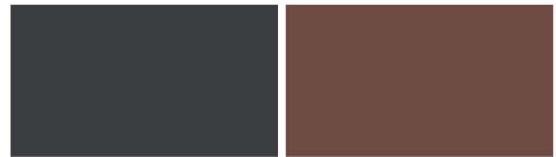
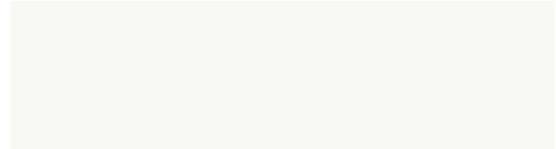
FLAT ROOF – EAGLE 5699

BASE STUCCO
KM4816-1 SILKY GREENFASCIA, EAVES, HEADERS, TRIM & GARAGE
DOOR
KMW47 BROKEN WHITESHUTTERS & FRONT DOOR
KM4470-5 WALNUT GROVESIDING
KM4859 HARROW'S GATESTONE
ELDORADO NANTUCKET STACKED STONE

SCHEME 10 - 'E' TRADITIONAL



FLAT ROOF – EAGLE 5503

BASE STUCCO
KM5822 SAN FRANCISCO FOGFASCIA, EAVES, HEADERS, TRIM & GARAGE
DOOR
KMW43 WHITEST WHITESHUTTERS & FRONT DOOR
KM4890-5 MIDNIGHT / KM4442-5 TEXAS SWEET TEASIDING
KMW43 WHITEST WHITEBRICK
ELDORADO CHALK DUST TUNDRA BRICK

SCHEME 11 - 'E' TRADITIONAL



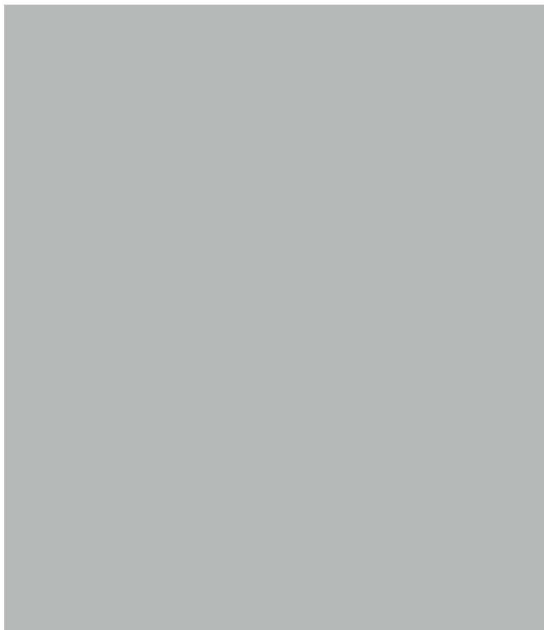
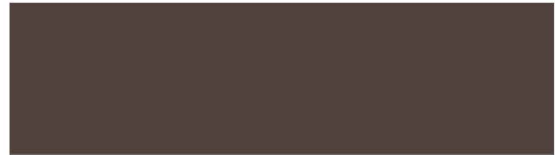
FLAT ROOF – EAGLE 5687

BASE STUCCO
KM5788 TRANQUIL TAUPEFASCIA, EAVES, HEADERS, TRIM & GARAGE
DOOR
KMW57 CLOUD WHITESHUTTERS & FRONT DOOR
KM4995-5 NAVY DAMASKSIDING
KM5793-3 JASMINE HOLLOWBRICK
ELDORADO LATIGO TUNDRA BRICK

SCHEME 12 - 'E' TRADITIONAL



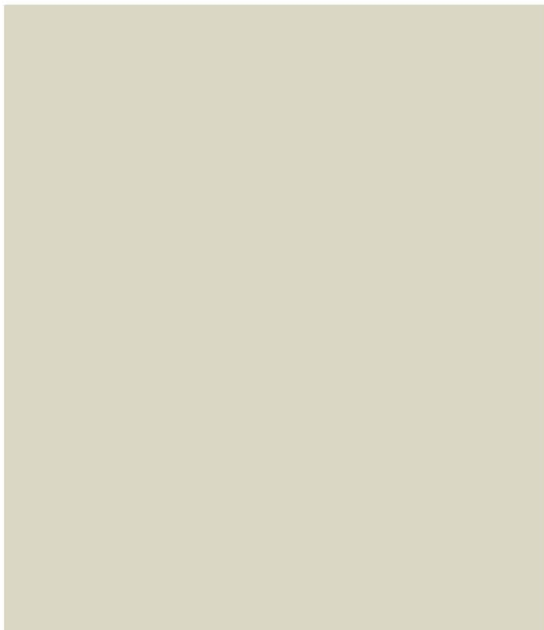
FLAT ROOF – EAGLE SCP 8805

BASE STUCCO
KM4893 MISCHIEF MOUSEFASCIA, EAVES, HEADERS, TRIM & GARAGE
DOOR
KMW57 CLOUD WHITESHUTTERS & FRONT DOOR
KMA67-5 ROAD TIESSIDING
KM4874-3 OYSTER BAYBRICK
ELDORADO ASLAND TUNDRA BRICK

SCHEME 13 - 'F' CONTEMPORARY RANCH



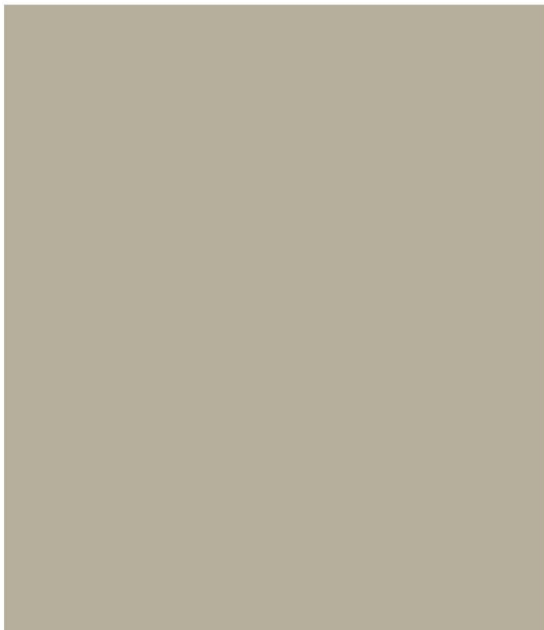
FLAT ROOF – EAGLE 4882

BASE STUCCO
HLS4282 SALISBURY STONEFASCIA, EAVES, HEADERS, TRIM & GARAGE
DOOR
KM5772 PALM LANESHUTTERS & FRONT DOOR
KM5001-3 LILY POND BLUEBRICK
ELDORADO LATIGO TUNDRA BRICK

SCHEME 14 - 'F' CONTEMPORARY RANCH



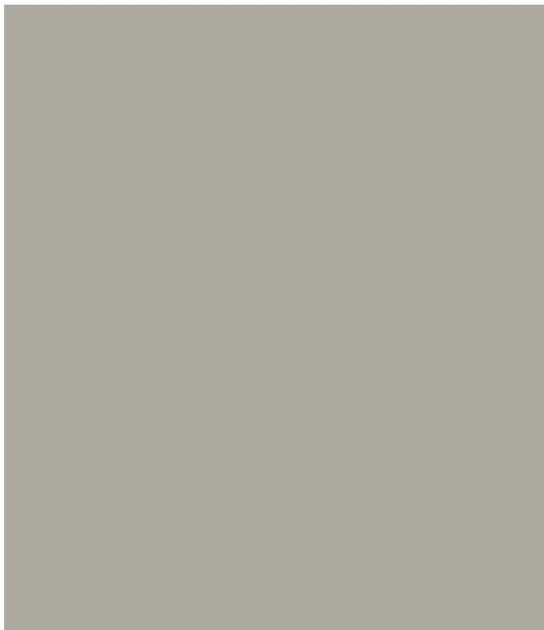
FLAT ROOF – EAGLE 4882

BASE STUCCO
KM5759 TOWNHOUSE TAUPEFASCIA, EAVES, HEADERS, TRIM & GARAGE
DOOR
KM5825 NOT MY FAULTSHUTTERS & FRONT DOOR
KM4960-5 EVENING GLORYBRICK
ELDORADO ASHLAND TUNDRA BRICK

SCHEME 15 - 'F' CONTEMPORARY RANCH



FLAT ROOF – EAGLE 4602

BASE STUCCO
KM5828 BIG BANDFASCIA, EAVES, HEADERS, TRIM & GARAGE
DOOR
KMW31 FRANKLY EARNESTSHUTTERS & FRONT DOOR
KMA61-5 SHERWOOD FORESTBRICK
ELDORADO CHALK DUST TUNDRA BRICK

**ITEM 10.1.
CONDITIONS OF APPROVAL**

**ATTACHMENT 3
Exhibit B to the Resolution**

		Category	Timing/ Implementation	Enforcement/ Monitoring
On-Going Conditions				
1.	The approved entitlement is for a Major Design Review Permit for Rio Del Oro Parcel 66 Subdivision. The project shall be constructed consistent with the Design Booklet (<u>Exhibit A</u>) for four residential floor plans with five elevations and preliminary landscape plans. Project DD10073.	Project Description	On-Going	Planning
2.	Applicant(s) agree to defend, indemnify and hold harmless with Counsel selected by the City of Rancho Cordova ("City") and its agents, officers, consultants, and employees ("City's Agents") from any and all claims, actions, suits, or proceedings against the City or the City's Agents to attack, set aside, void, or annul an approval by the City, or the City's Agents concerning the project (collectively "Claim"). The City shall promptly notify the Applicant of any Claim and the City shall cooperate fully in the defense. Nothing in this paragraph obligates the City to defend any Claim and the City is not required to pay or perform any settlement arising from any such Claim not defended by the City, unless the settlement is approved in writing by the City.	General	On-Going	Planning
3.	Any future alteration to the buildings, change in use, intensification of the site, or modification to the parking and landscaped area must be reviewed by the City to ensure compliance with all local, state, and federal regulations. Minor modifications that are found to be in substantial conformance with the approved plans such as colors, plant materials, or minor lot line adjustments, may be approved administratively. Major modifications shall be approved by the applicable decision making body.	General	On-Going	Planning

ITEM 10.1.
CONDITIONS OF APPROVAL

ATTACHMENT 3
Exhibit B to the Resolution

		Category	Timing/ Implementation	Enforcement/ Monitoring
4.	Applicant/Developer shall not carry a negative account balance with the City for the processing of the project. If a negative account balance occurs, it will be the developer's responsibility to pay the balance due, in order to avoid delays in the processing of future permits or recordation of maps. Please email the Finance Department at billings@cityofranchocordova.org for the status of your account with the City.	General	On-Going	Planning
5.	The Permit is valid for a period of three (3) years from the date of City Council approval unless an extension is granted by the Community Development Director or the Development Agreement expiration date.	Expiration	On-Going	Planning
6.	The applicant shall comply with the Rio Del Oro Specific Plan EIR Mitigation Monitoring Reporting Plan (MMRP).	Environmental	On-Going	Planning
7.	Noise sources associated with construction, repair, remodeling, demolition, paving and/or grading of any real property must adhere to the development standards outlined within the City's Noise Element, RCMC 6.68 and RCMC 16.18.1407(F).	Noise	On-Going	Code Enforcement /Building
8.	The removal and replanting of landscape not listed on the approved plan set must be consistent with RCMC 23.716.080 through 23.716.090 and reviewed by the Planning Department prior to the removal. All landscape care, maintenance, and tree pruning must adhere to RCMC 23.716.100 through 23.716.110.	Landscaping	On-Going	Planning
9.	Applicant shall be responsible for all damage to City streets associated with construction of the project and shall repair any damage as soon as possible.	Infrastructure	On-Going	Public Works
10.	SMUD reserves the right to use any portion of its easements on or adjacent to the subject property that it reasonably needs and shall not be responsible for any damages to the developed property within said easement that unreasonably interferes with those needs.	Easements	On-Going	SMUD

ITEM 10.1.
CONDITIONS OF APPROVAL

ATTACHMENT 3
Exhibit B to the Resolution

		Category	Timing/ Implementation	Enforcement/ Monitoring
11.	The Applicant shall disclose existing or proposed 69kV electrical facilities to future and/or potential owners.	Facility Disclosure	On-Going	SMUD
12.	In the event the Applicant requires the relocation or removal of existing SMUD facilities on or adjacent to the subject property, the Applicant shall coordinate with SMUD. The Applicant shall be responsible for the cost of relocation or removal.	Relocation or Removal	On-Going	SMUD
13.	Any necessary future SMUD facilities located on the Applicant's property shall require a dedicated SMUD easement. This will be determined prior to SMUD performing work on the Applicant's property.	Future Facility	On-Going	SMUD
14.	In the event the City requires an Irrevocable Offer of Dedication (IOD) for future roadway improvements, the Applicant shall dedicate a 12.5-foot public utility easement (PUE) for overhead and/or underground facilities and appurtenances adjacent to the City's IOD.	Irrevocable Offer of Dedication	On-Going	SMUD
15.	Water Supply will be provided by the Sacramento County Water Agency	Water Supply	On-Going	Sacramento County Water Agency
Prior to Issuance of Building Permit				
16.	Submit Master Plans that include final landscaping and fence plans for review and approval by the Planning Department. Master Plans shall include all architectural details and materials consistent with the approved design review packet.	Landscape and architecture	Prior to Issuance of Building Permit	Planning
17.	Final landscape plan shall include the addition of weed barrier installed in Front yard prior to installation of ground cover for each production home.	Weed Barrier	Prior to Issuance of Building Permit	Planning

ITEM 10.1.
CONDITIONS OF APPROVAL

ATTACHMENT 3
Exhibit B to the Resolution

		Category	Timing/ Implementation	Enforcement/ Monitoring
18.	The following criteria will be used to ensure the project meets the adopted design guidelines: - Two of the same architectural styles or color schemes shall not be placed next to each other. - No two of the same floor plans may be placed next to each other, unless they have different elevations.	Plan Layout and Architecture	Prior to Issuance of Building Permit	Planning
19.	Single-Family homes that are adjacent to the Greenbelt (Lot F) and pedestrian pathways Lot D and Lot E, shall have open and transparent wrought iron fencing for enhanced visibility and security.	Special Fencing Requirements	Prior to Issuance of Building Permit	Planning
20.	Sac Metro Air District recommends that this project utilize a certified cool roof and cool pavement product to reduce the area's urban heat island effect. Also, all projects are subject to Sac Metro Air District rules and regulations in effect at the time of construction.	Roofing	Prior to Issuance of Building Permit	Sacramento Metro Air Quality Management District

ITEM 10.1.
CONDITIONS OF APPROVAL

ATTACHMENT 3
Exhibit B to the Resolution

		Category	Timing/ Implementation	Enforcement/ Monitoring
21.	Certificate of Release (COR) plans shall be submitted for review and approval to the Sacramento Metropolitan Fire District for the following structures: 1) Single-family dwellings, duplexes, ADU's and manufactured homes that meet the following: • If the new dwelling exceeds 3,599 square feet • Constructed where no public water is available • Have the furthest point of the habital structure more than 150 feet from a public paved road. • Undergo an alteration/addition that results in an increase of 50 percent or more, and the final total area is over 3,599 square feet. Note: mobile homes and manufactured housing of any size require a COR from the Fire District	Certificate of Release	Prior to Issuance of Building Permit	Sacramento Metro Fire
22.	Residential fire sprinkler plans shall be submitted for review and approval to the Sacramento Metropolitan Fire District for all new one and two family dwellings in accordance with the California Residential Code.	Fire Sprinklers	Prior to issuance of Building Permits	Fire

ITEM 10.1.
CONDITIONS OF APPROVAL

ATTACHMENT 3
Exhibit B to the Resolution

		Category	Timing/ Implementation	Enforcement/ Monitoring
23.	This project will require a Level 3 sewer study prior to the submittal of improvement plans for plan check to SASD. The sewer study prior to the submittal of improvement plans for plan check to SASD. The sewer study shall demonstrate the quantity of discharge and any “flow through sewage” along with appropriate pipe sizes and related appurtenances from this subject and other upstream areas and shall be done in accordance with SASDs’ most recent “Minimum Sewer Study Requirements”. The study shall be done on a no “Shed-Shift” bases unless approved by SASD in advance and in compliance with SASD Design Standards.	Sewer Study	Prior to issuance of Building Permits	Sacramento Sewer District
24.	Development phases submitted for new service should include all lots fronting streets.	Project Phasing	Prior to issuance of Building Permits	SMUD
25.	Applicant will include phasing of development and order of planned construction upon submitting a new service application to SMUD for the initial subdivision phase(s) and/or road improvement backbone project(s).	Project Phasing	Prior to Issuance of Building Permit	SMUD
26.	Development should be phased to start adjacent to existing electrical infrastructure to minimize temporary overhead and/or underground electrical facilities.	Project Phasing	Prior to Issuance of Building Permit	SMUD
27.	The Applicant shall dedicate a 12.5-foot public utility easement for overhead and/or underground facilities and appurtenances adjacent to all public street right-of-ways.	Overhead and/or Underground Easement	Prior to Issuance of Building Permit	SMUD
28.	The Applicant shall dedicate any private drive, ingress and egress easement, (and 10-feet adjacent thereto) as a public utility easement for (overhead and) underground facilities and appurtenances. All access roads shall meet minimum SMUD requirements for access roads.	Ingress and Egress Dedication	Prior to Issuance of Building Permit	SMUD

ITEM 10.1.
CONDITIONS OF APPROVAL

ATTACHMENT 3
Exhibit B to the Resolution

		Category	Timing/ Implementation	Enforcement/ Monitoring
29.	The Applicant shall dedicate 25-foot easement for future 69kV routes that will be required to connect the new substation into SMUD's Distribution System. Associated future overhead 69kV will be installed along Collector A and International Drive. The proposed 69kV circuit will be along Collector A street, which will be the east side of this property and on the west side of Collector A street. If a 12.5-foot Public Utility Easement (PUE) is also required along these streets, the 12.5-foot PUE will be located directly adjacent to the street right-of-way, with the 20-foot 69kV easement directly adjacent to the PUE.	Future 69kV Route Easements	Prior to Issuance of Building Permit	SMUD
30.	Subdivision layouts with unpaired adjacent driveways requiring single service boxes for each parcel shall require the applicant to conduct a pre-engineering meeting all utilities to ensure property space is clear and available for transformers and equipment.	Clearance for Transformers and Equipment	Prior to Issuance of Building Permit	SMUD
31.	Structural setbacks less than 14-feet shall require the applicant to conduct a pre-engineering meeting with all utilities to ensure property clearances are maintained.	Structural Setbacks	Prior to Issuance of Building Permit	SMUD
32.	The Applicant shall not place any building foundations within 5-feet of any SMUD trench to maintain adequate trench integrity. The Applicant shall verify specific clearance requirements for other utilities (e.g., Gas, Telephone, etc.).	Utility Clearance	Prior to Issuance of Building Permit	SMUD
33.	The Applicant shall comply with SMUD siting requirements (e.g., panel size/location, clearances from SMUD equipment, transformer location, service conductors). Information regarding SMUD siting requirements can be found at: https://www.smud.org/en/Business-Solutions-and-Rebates/Design-and-Construction-Services .	Siting Requirements	Prior to Issuance of Building Permit	SMUD

ITEM 10.1.
CONDITIONS OF APPROVAL

ATTACHMENT 3
Exhibit B to the Resolution

		Category	Timing/ Implementation	Enforcement/ Monitoring
34.	Provide separate public water service to each parcel. All water lines shall be located within a public right-of-way or within easements dedicated to SCWA. Easements shall be reviewed and approved by Sacramento County Water Agency prior to Improvement Plan approval or Final Map approval.	Water Service	Prior to Issuance of Building Permit	Sacramento County Water Agency
35.	Destroy all abandoned wells on the proposed project site in accordance with the requirements of the Sacramento County Environmental Health Division. Clearly show all abandoned/destroyed wells on the improvement plans for the project. Prior to abandoning any existing agricultural wells, applicant shall use water from agricultural wells for grading and construction.	Abandoned Wells	Prior to Issuance of Building Permits	Sacramento County Water Agency
36.	No water supply mains shall be located under structures such as box culverts and bridges. If the project will build box culverts and bridges to the ultimate width, water mains shall cross above ground attached to the side of the structure. Structures shall be designed accordingly. If the ultimate width is not being built, water mains shall cross underground routed outside of and around the ultimate structure footprint. 15-foot wide water main easements shall be dedicated for the portion outside of ROW. The crossing shall be approved by the Agency Engineer. Underground crossings and attachments to structures shall be included in the environmental impact analysis. Additional environmental permitting and other associated costs will be at applicant's expense.	Water Supply Mains	Prior to Issuance of Building Permits	Sacramento County Water Agency
37.	Prior to the issuance of any building permits for the project, the project developer/owner shall pay Zone 40 development fees applicable at the time of building permit issuance in accordance with Title 4 of the Sacramento County Water Agency (SCWA) Code.	Zone 40 Development Fees	Prior to Issuance of Building Permit	Sacramento County Water Agency

ITEM 10.1.
CONDITIONS OF APPROVAL

ATTACHMENT 3
Exhibit B to the Resolution

		Category	Timing/ Implementation	Enforcement/ Monitoring
38.	Prior to the issuance of any building permits for the project, the project shall conform to the specific provisions of the City of Rancho Cordova Landscaping Ordinance (Municipal Code Title 23, Chapter 23.716).	Landscaping	Prior to Issuance of Building Permit	Sacramento County Water Agency
Prior to Final Inspection				
39.	Property Owner/Developer shall record Covenants, Conditions and Restrictions (CC&Rs) in a form approved by the City that names the City as a third-party beneficiary with rights and without obligation to, enforce the CC&Rs. The CC&Rs shall contain, at a minimum, certain provisions and references to the City's Property Maintenance Code and prohibit the parking of trailers, boats or recreational vehicles in the driveway or on the public street.	Record CC&Rs	Prior to 1 st final Building Permit	Planning
40.	A concrete path will be provided from the driveway to the garage person door and a concrete pad area shall be installed by the developer for the storage of garbage receptacles behind the fence line.	Outdoor area	Prior to Final Building Inspection	Planning
41.	Each home must be equipped with adequate outdoor lighting as well as an illuminated address plate located on the front elevation.	Lighting	Prior to Final Building Inspection	Planning

ITEM 10.1.
CONDITIONS OF APPROVAL

ATTACHMENT 3
Exhibit B to the Resolution

		Category	Timing/ Implementation	Enforcement/ Monitoring
42.	RCPD has the following recommendations for the final product of the Rio Del Oro Parcel 66 Design Review. - Landscapign should be of the type and situated in locations to maximize observation while providing the desired degree of aesthetics. Security planting material re encouraged along fences and property lines under vulnerable windows. - Vertical wrought-iron fencing materials should be used for all fences between private lots and open space, parks, right of ways, or other public access land. This is to allow visibility to those areas and encourage residents to view activities in those areas. In addition, this will maek those areas less attractive to loiterers and others who wish to use those locations for criminal or mischievous purposes. - If a walkway is to be installed, the paved or walking area shall be a minimum width of 12 feet, to allow public safety vehicles direct access to the walkway. The opening of the easement shall be accessible to public safety vehicles using a “knox box” or similar locking device. - There should be on-street and driveway lighting to allow for adequate visibility by residents, law enforcement, passerby during nighttime hours	Police Safety Recommendations	Prior to Final Building Inspection	Rancho Cordova Police Department
43.	Residential roof coverings shall consist of materials having a minimum Class C rating.	Fire	Prior to Final Building Inspection	Fire

ITEM 10.1.
CONDITIONS OF APPROVAL

ATTACHMENT 3
Exhibit B to the Resolution

		Category	Timing/ Implementation	Enforcement/ Monitoring
44.	Approved numbers or addresses shall be placed on all new or existing buildings in such a position as to be easily read from the street or road fronting the property. The minimum size of the numbers shall not be less than six (6) inches and shall be mounted immediately adjacent to a light source and shall also contrast with their background.	Address	Prior to Final Building Inspection	Fire

ADVISORY:

- FIRE: The installation of security gates across a fire apparatus access road shall be authorized by the Chief and meet the requirements of The County Emergency Access Gates and Barriers Standard. Plans shall be submitted prior to installation.
- SASD: To obtain sewer service, construction of SASD sewer infrastructure will be required. Current SASD Standards and Specifications apply to any offsite or onsite public sewer construction or modification. These improvements must be shown on the plans. Field modifications to new or existing precast manhole bases are not allowed.
- SASD: The owner must contact the Permit Services Unit at PermitServices@sacsewer.com or by phone at (916) 876-6100 to determine if sewer impact fees are due. Fees are to be paid prior to the issuance of building permits.
- SASD: SASD requires each building on each lot with a sewage source to have a separate connection to SASD's sewer system. If there is more than one building in any single parcel and the parcel is not proposed for split, then each building on that parcel must have a separate connection to a private onsite sewer line or a separate connection to the SASD public sewer line. These improvements must be shown on the plans.

500' RADIUS MAP
RIO DEL ORO
CITY OF RANCHO CORDOVA
JUNE 2021

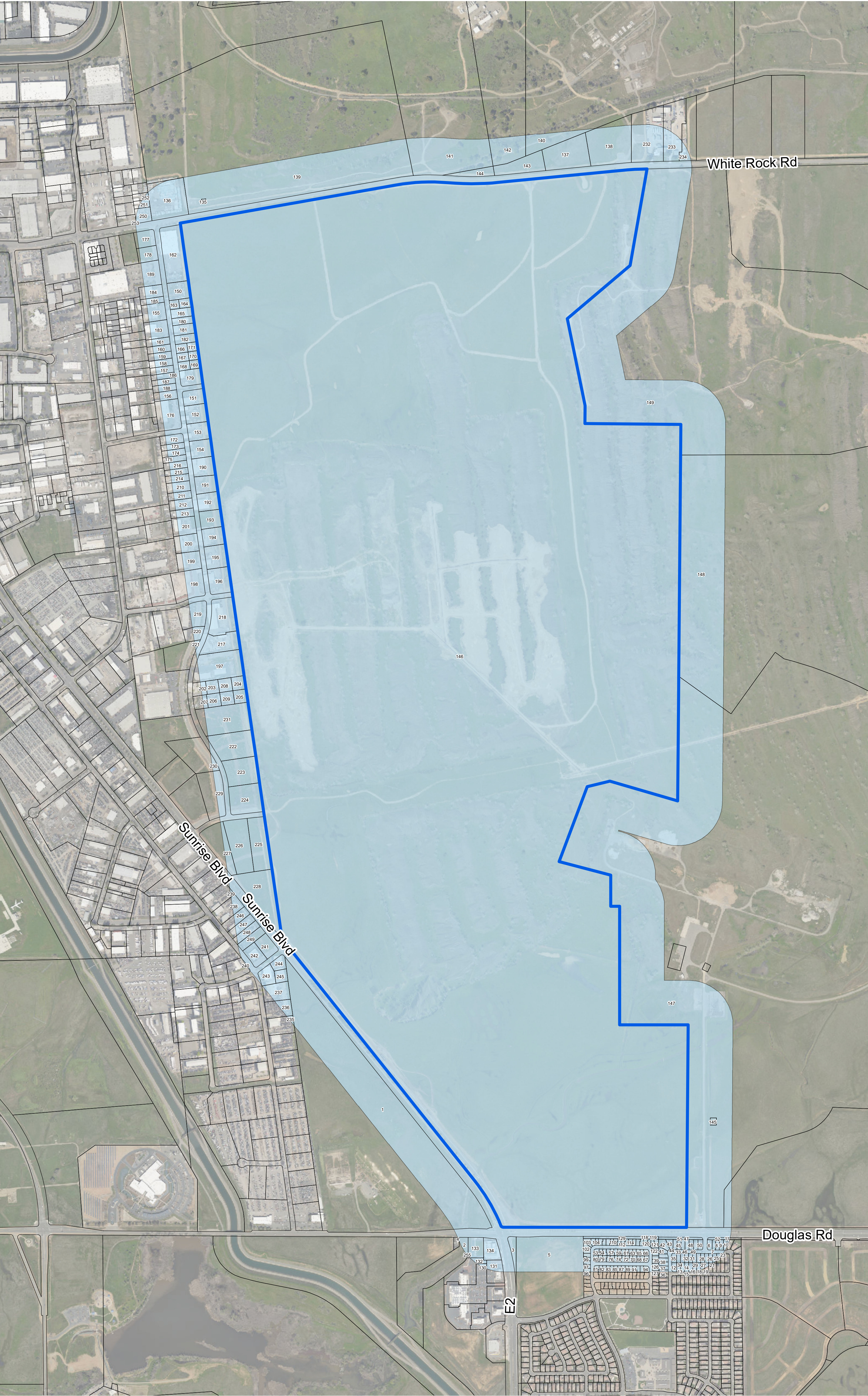
Project Boundary

Sacramento County Assessor Parcels

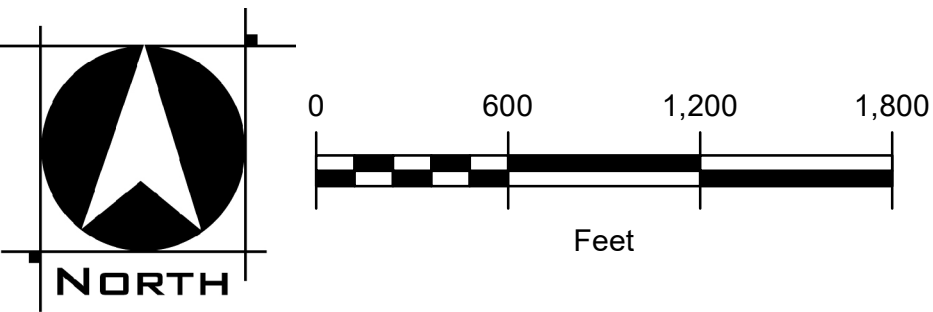
500 ft. Buffer

Key	APN	Key	APN
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2	067-0030-051	102	067-0920-088
3	067-0030-071	103	067-0920-089
4	067-0030-079	104	067-0920-090
5	067-0440-001	105	067-0920-091
6	067-0440-002	106	067-0920-092
7	067-0440-003	107	067-0920-093
8	067-0440-004	108	067-0920-094
9	067-0440-005	109	067-0920-095
10	067-0440-006	110	067-0920-096
11	067-0440-064	111	067-0920-097
12	067-0440-065	112	067-0920-098
13	067-0440-066	113	067-0920-099
14	067-0440-067	114	067-0920-100
15	067-0440-068	115	067-0920-101
16	067-0440-069	116	067-0920-102
17	067-0440-070	117	067-0920-103
18	067-0440-071	118	067-0920-104
19	067-0440-072	119	067-0920-105
20	067-0440-073	120	067-0920-106
21	067-0440-074	121	067-0920-107
22	067-0440-079	122	067-0920-108
23	067-0440-080	123	067-0920-109
24	067-0440-081	124	067-0920-110
25	067-0440-082	125	067-0920-111
26	067-0440-083	126	067-0920-112
27	067-0440-084	127	067-0920-113
28	067-0440-085	128	067-0920-121
29	067-0440-086	129	067-1050-001
30	067-0440-087	130	067-1050-002
31	067-0440-088	131	067-1050-007
32	067-0440-089	132	067-1050-008
33	067-0440-090	133	067-1050-008
34	067-0440-091	134	067-1050-009
35	067-0440-097	135	072-0231-031
36	067-0440-098	136	072-0231-149
37	067-0440-099	137	072-0370-048
38	067-0440-100	138	072-0450-021
39	067-0440-101	139	072-0450-032
40	067-0440-102	140	072-0450-062
41	067-0440-103	141	072-0450-065
42	067-0440-104	142	072-0450-066
43	067-0440-105	143	072-0450-067
44	067-0440-106	144	072-0450-068
45	067-0440-107	145	072-0450-069
46	067-0440-108	146	072-0450-073
47	067-0440-109	147	072-0450-074
48	067-0440-110	148	072-0450-075
49	067-0440-111	149	072-0450-079
50	067-0440-112	150	072-0450-080
51	067-0440-113	151	072-0450-081
52	067-0920-001	152	072-0450-084
53	067-0920-002	153	072-0450-085
54	067-0920-003	154	072-0450-086
55	067-0920-004	155	072-0450-090
56	067-0920-005	156	072-0450-091
57	067-0920-006	157	072-0450-092
58	067-0920-007	158	072-0450-093
59	067-0920-008	159	072-0450-095
60	067-0920-009	160	072-0450-096
61	067-0920-010	161	072-0450-105
62	067-0920-011	162	072-0450-106
63	067-0920-012	163	072-0450-107
64	067-0920-013	164	072-0450-108
65	067-0920-014	165	072-0450-110
66	067-0920-015	166	072-0450-111
67	067-0920-016	167	072-0450-112
68	067-0920-017	168	072-0450-113
69	067-0920-018	169	072-0450-114
70	067-0920-019	170	072-0450-115
71	067-0920-020	171	072-0500-024
72	067-0920-021	172	072-0500-025
73	067-0920-022	173	072-0500-026
74	067-0920-023	174	072-0500-040
75	067-0920-024	175	072-0500-041
76	067-0920-025	176	072-0500-044
77	067-0920-026	177	072-0500-045
78	067-0920-027	178	072-0500-048
79	067-0920-028	179	072-0500-049
80	067-0920-029	180	072-0500-050
81	067-0920-030	181	072-0500-051
82	067-0920-031	182	072-0500-054
83	067-0920-032	183	072-0500-055
84	067-0920-033	184	072-0500-056
85	067-0920-034	185	072-0500-057
86	067-0920-035	186	072-0500-058
87	067-0920-036	187	072-0500-059
88	067-0920-037	188	072-0500-060
89	067-0920-038	189	072-0500-064
90	067-0920-039	190	072-0500-065
91	067-0920-040	191	072-0510-007
92	067-0920-041	192	072-0510-012
93	067-0920-042	193	072-0530-008
94	067-0920-080	194	072-0560-001
95	067-0920-081	195	072-0560-002
96	067-0920-082	196	072-0560-008
97	067-0920-083	197	072-0560-009
98	067-0920-084	198	072-0560-041
99	067-0920-085	199	072-0560-049
100	067-0920-086	200	072-0560-050

Note: Parcel information provided by Sacramento County and is subject to change and periodic updates



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ITEM 10.1.

CORDOVA RECREATION/PARK DIST
2729 PROSPECT PARK DR STE 230
RANCHO CORDOVA, CA 95670

SACRAMENTO AREA SEWER DISTRICT
10060 GOETHE RD
SACRAMENTO, CA 95827

MUTHENNAGARI NAVEEN
7977 INTERLOCHEN ST
KALAMAZOO, MI 49009

BAUGH FAMILY TRUST
4000 PINEOAKYO RD
RESCUE, CA 95672

KING GLORIA
11841 WHITE RAIN WAY
RANCHO CORDOVA, CA 95742

LENEHAN KYLE A/KRISLA L
11853 WHITE RAIN WAY
RANCHO CORDOVA, CA 95742

SORIA JAVIER A/VICTORIA M
11865 WHITE RAIN WAY
RANCHO CORDOVA, CA 95742

YU FAMILY TRUST
1780 SUMMER CLOUD CT
FOLSOM, CA 95630

KOVALYOV NINA/DIMITRY
3934 RILEY ANTON WAY
RANCHO CORDOVA, CA 95742

**PITLA PRIYA K/SATISH KUMAR
CHOLLANGI**
9329 BOULDER RIVER WAY
ELK GROVE, CA 95624

CSS PROPERTIES LLC
1508 EUREKA RD STE 230
ROSEVILLE, CA 95661

ANATOLIA LLC
7700 COLLEGE TOWN DR STE 101
SACRAMENTO, CA 95826

LA FORGIA DOMINIC
157 BAYLINE CIR
FOLSOM, CA 95630

**GALSTYAN KRISTINE/MARO
NALBANDYAN**
3951 RILEY ANTON WAY
RANCHO CORDOVA, CA 95742

DEAN JESSICA/JOANNE/FRANK I HICKS
11845 WHITE RAIN WAY
RANCHO CORDOVA, CA 95742

CASTRO DONNA/DELMAR M JR
11857 WHITE RAIN WAY
RANCHO CORDOVA, CA 95742

ATTOULEH FADI/JULIA
11869 WHITE RAIN WAY
RANCHO CORDOVA, CA 95742

ANATOLIA INVESTMENTS LLC
11833 SPRING WALK WAY
RANCHO CORDOVA, CA 95742

LEE MI/WON CHOI
3930 RILEY ANTON WAY
RANCHO CORDOVA, CA 95742

MUKKARA SIVA RAMA KRISHNA R/ETAL
5 THOMPSON LN
CANANDAIGUA, NY 14424

ATTACHMENT 4

CITY OF RANCHO CORDOVA
2729 PROSPECT PARK DR
RANCHO CORDOVA, CA 95670

GAMENG MARLON GARBIS
3931 RILEY ANTON WAY
RANCHO CORDOVA, CA 95742

VOLPENDESTA SANDRA Y
3943 RILEY ANTON WAY
RANCHO CORDOVA, CA 95742

SETH LIVING TRUST
11837 WHITE RAIN WAY
RANCHO CORDOVA, CA 95742

DELOS ANGELES ALMARIO
11849 WHITE RAIN WAY
RANCHO CORDOVA, CA 95742

**ROBERT H/MARIA HERLINDA SCHULZ
REVOCABLE TRUST**
11861 WHITE RAIN WAY
RANCHO CORDOVA, CA 95742

HAUPTMAN DAVID
11873 WHITE RAIN WAY
RANCHO CORDOVA, CA 95742

LI ZHU & BO LI REVOCABLE TRUST AGM
PO BOX 2833
SARATOGA, CA 95070

2017 1 IH BORROWER LP
1717 MAIN ST STE 2000
DALLAS, TX 75201

SINGH SONAL
3927 IRON GATE WAY
RANCHO CORDOVA, CA 95742

ITEM 10.1.

ASTORGA EDWARD E/HUI WEN
3931 IRON GATE WAY
RANCHO CORDOVA, CA 95742

DUNCAN LILIA A/RYAN A
3943 IRON GATE WAY
RANCHO CORDOVA, CA 95742

BRUSUELAS SELENA N/MICHAEL E
3974 IRON GATE WAY
RANCHO CORDOVA, CA 95742

MAU CONG NGUYEN/HONG THI MINH
LE REVOCABLE TRUST
1607 CAPE COD CT
DAVIS, CA 95616

IVERSON KELLY/ERIC
3950 IRON GATE WAY
RANCHO CORDOVA, CA 95742

FICHTNER RYAN/HEATHER
3938 IRON GATE WAY
RANCHO CORDOVA, CA 95742

PINEDA ALIDA/JORGE E
3926 IRON GATE WAY
RANCHO CORDOVA, CA 95742

CORDOVA PARK AND RECREATION
DISTRICT
2729 PROSPECT PARK DR STE 230
RANCHO CORDOVA, CA 95670

GANESH RAJKUMAR/KIRTANA
VASUDEVAN
3934 ARISTOTLE CIR
RANCHO CORDOVA, CA 95742

LI KUANGZHENG
221 COLLEGE AVE
PALO ALTO, CA 94306

KIM KWANG/SOON
1013 PINTAIL CIR
FOLSOM, CA 95630

JENNINGS MARKUS/JENNINGS BRENDA
RAMIREZ
3947 IRON GATE WAY
RANCHO CORDOVA, CA 95742

PLATON MARIO F/CARMELA L
3970 IRON GATE WAY
RANCHO CORDOVA, CA 95742

MORELLI AMBER M
3958 IRON GATE WAY
RANCHO CORDOVA, CA 95742

BOGDAN FLAVIA S/CRISTIAN JABELEAN
3946 IRON GATE WAY
RANCHO CORDOVA, CA 95742

WILSON BRITTNY/CHRISTOPHER
8728 MORNING GLORY WAY
ELK GROVE, CA 95624

PAREDES FAMILY TRUST
11760 DIONYSUS WAY
RANCHO CORDOVA, CA 95742

MIRAMONTES QUINONES DAVID
M/RANDY D SCOTT
3930 ARISTOTLE CIR
RANCHO CORDOVA, CA 95742

FIRMIN MICHAEL C/KATRINA D
3936 ARISTOTLE CIR
RANCHO CORDOVA, CA 95742

D R HORTON CA2 INC
2260 DOUGLAS BLVD STE 110
ROSEVILLE, CA 95661

ATTACHMENT 4

ARCINEDA VICTOR/DELIA
3939 IRON GATE WAY
RANCHO CORDOVA, CA 95742

ROSS FREDERICK D III/RAM SIENG
3978 IRON GATE WAY
RANCHO CORDOVA, CA 95742

BAUGH FAMILY TRUST
4000 PINEOAKYO RD
RESCUE, CA 95672

AKIN BRANDAN/KAELA
3954 IRON GATE WAY
RANCHO CORDOVA, CA 95742

LE PHUONG T/TUAN LY
405 HOWARD ST STE 550
SAN FRANCISCO, CA 94105

HUYNH VIVIAN T
3930 IRON GATE WAY
RANCHO CORDOVA, CA 95742

CORDOVA PARK AND RECREATION
DISTRICT
2729 PROSPECT PARK DR STE 230
RANCHO CORDOVA, CA 95670

KUMAR SANIL/RASHMI
3932 ARISTOTLE CIR
RANCHO CORDOVA, CA 95742

BROWN CHRISTOPHER G/DAWN A
3938 ARISTOTLE CIR
RANCHO CORDOVA, CA 95742

KOEHLER MICHELE
3929 ARISTOTLE CIR
RANCHO CORDOVA, CA 95742

ITEM 10.1.

ATTIEH TOHOTMOSS
3931 ARISTOTLE CIR
RANCHO CORDOVA, CA 95742

FULLERTON BRIAN A/LAN NGUYEN
3937 ARISTOTLE CIR
RANCHO CORDOVA, CA 95742

DS SUNRIDGE LP(RALEYS)
100 W HIGH ST 58
MOORPARK, CA 93020

C R/R INC
PO BOX 125
STANTON, CA 90680

AEROJET ROCKETDYNE INC
PO BOX 13222
SACRAMENTO, CA 95813

ELLIOTT WHITEROCK LLC
340 PALLADIO PKWY STE 521
FOLSOM, CA 95630

BAUGH FAMILY TRUST
4000 PINEOAKIO DR
RESCUE, CA 95672

ZAYO GROUP LLC
1821 30TH ST UNIT A
BOULDER, CO 80301

MURPHY SEAN M/BRANDI L
298 SIERRA CT
SUTTER CREEK, CA 95685

3181 LUYUNG DRIVE LLC
2882 PROSPECT PARK DR STE 250
RANCHO CORDOVA, CA 95670

SERVA TIMOTHY B/JENNIFER L
3933 ARISTOTLE CIR
RANCHO CORDOVA, CA 95742

GARY MATTHEW
3939 ARISTOTLE CIR
RANCHO CORDOVA, CA 95742

DS SUNRIDGE LP
PO BOX 941709
HOUSTON, TX 77094

AEROJET GEN CORP
PO BOX 13222
SACRAMENTO, CA 95813

AEROJET GENERAL CORPORATION
PO BOX 13222
SACRAMENTO, CA 95813

MIRZOYAN KARREN
11194 FRASCATI CT
RANCHO CORDOVA, CA 95670

SAVIOTTI TRUST/
1143 BLUMENFELD DR
SACRAMENTO, CA 95815

BALBACHAS LUIZ ALFREDO
11390 GOLD DREDGE WAY
RANCHO CORDOVA, CA 95742

GIOVANETTI REVOCABLE TRUST
2021 HICKOK RD
EL DORADO HILL, CA 95762

3181 LUYUNG DRIVE LLC
3181 LUYUNG DR STE B
RANCHO CORDOVA, CA 95742

ATTACHMENT 4

LU CHU B/CHRISTINA SWEDBERG
3935 ARISTOTLE CIR
RANCHO CORDOVA, CA 95742

CORDOVA RECREATION AND PARK DISTRICT
2197 CHASE DR
RANCHO CORDOVA, CA 95670

SACRAMENTO MUNICIPAL UTILITY DISTRICT
PO BOX 15830
SACRAMENTO, CA 95852

EASTON DEVELOPMENT COMPANY LLC
PO BOX 13222
SACRAMENTO, CA 95813

AEROJET ROCKETDYNE INC
PO BOX 13222
SACRAMENTO, CA 95813

ESTACIO-RAWLES PROPERTIES LLC
PO BOX 5
FOLSOM, CA 95630

FANN FAMILY TRUST/KIMBERLY ROBERTS/RANDY S/ETAL
6560 ASHER LN
SACRAMENTO, CA 95828

EARL R & LINDA T LOBLEY REVOCABLE TRUST
11980 ADORNO PL
SAN DIEGO, CA 92128

MCMILLAN PROPERTIES LLC
11430 WHITE ROCK RD
RANCHO CORDOVA, CA 95742

DAVID L & DEBRA A BISSELL REVOCABLE TRUST/ETAL
3207 LUYUNG DR
RANCHO CORDOVA, CA 95742

ITEM 10.1.

MILLS JEREMEY DAVID
11056 NEW RIVER CIR
RANCHO CORDOVA, CA 95670

LAREDO HENRY A
206 CASCADE FALLS DR
FOLSOM, CA 95630

MUKHTAR FAROOQ/BELQIS
5351 RIDGEVALE WAY
FAIR OAKS, CA 95628

RCJ LLC
11455 HYDRAULIC DR
RANCHO CORDOVA, CA 95742

**GREGORY D/CYNTHIA M JAMES
REVOCABLE TRUST**
721 SHORELINE POINTE
EL DORADO HILL, CA 95762

JONES 2004 FAMILY TRUST
7540 SAN NITA WAY
FAIR OAKS, CA 95628

PB INVESTMENT PROPERTIES LLC
3162 LUYUNG DR
RANCHO CORDOVA, CA 95742

CITY OF RANCHO CORDOVA
2729 PROSPECT PARK DR
RANCHO CORDOVA, CA 95670

ZUCCARO LIVING TRUST
120 CHARDIN PL
EL DORADO HILL, CA 95762

FOLSOM READY MIX INCORPORATED
3401 FITZGERALD RD
RANCHO CORDOVA, CA 95742

TARIGO JOHN
7841 E HIDDEN LAKES DR
GRANITE BAY, CA 95746

ANDRE ROBERT LEO/APRIL DENISE
8231 COUNTRY LAKE DR
ORANGEVALE, CA 95662

RED CAR LLC
3294 LUYUNG DR
RANCHO CORDOVA, CA 95742

SFC LEASING LIMITED PARTNERSHIP
3430 LUYUNG DR
RANCHO CORDOVA, CA 95742

LAZO HOLDINGS LLC
6238 LANDIS AVE
CARMICHAEL, CA 95608

JORGENSEN/SONS INCORPORATED
2467 FOUNDRY PARK AVE
FRESNO, CA 93706

SFC LEASING LP
3430 LUYUNG DR
RANCHO CORDOVA, CA 95742

HALEY FAMILY TRUST
9237 CENTRAL AVE
ORANGEVALE, CA 95662

WILSON CONSTRUCTION CO
1190 NW 3RD AVE
CANBY, OR 97013

HOLTZMAN THOMAS W/NANCY
3229 CALIFORNIA AVE
CARMICHAEL, CA 95608

ATTACHMENT 4

STANTON PROPS LLC
PO BOX 4258
EL DORADO HILL, CA 95762

**LIN WAN MAK/YUET CHING MAK
REVOCABLE BYPASS T/ETAL**
229 11TH AVE
SAN FRANCISCO, CA 94118

MARION 2002 REVOCABLE TRUST
788 FARMHOUSE WAY
FOLSOM, CA 95630

HEINSELMAN FAMILY TRUST
5602 EUREKA RD
GRANITE BAY, CA 95746

**BIRD TERRY W/HOWELL L BIRD FAMILY
REVOCABLE TRUST**
3140 GOLD CAMP DR 150
RANCHO CORDOVA, CA 95670

OSTRANDER PROPERTIES LLC
3158 LUYUNG DR
RANCHO CORDOVA, CA 95742

**COSAIR MANAGEMENT LIMITED
PARTNERSHIP**
5410 E LA PALMA AVE
ANAHEIM, CA 92807

FIVE STAR CONCRETE INC
3171 FITZERALD RD
RANCHO CORDOVA, CA 95670

LESNIEWSKI TRUST
3489 LUYUNG DR
RANCHO CORDOVA, CA 95742

**EDWARD E CAMPBELL REVOCABLE
TRUST**
PO BOX 3260
SAN JOSE, CA 95156

ITEM 10.1.

PRESTIGE WORLDWIDE PROPERTIES LLC
3443 GOLDEN GATE WAY
LAFAYETTE, CA 94549

CORDOVA ENTERPRISES
PO BOX 990
EL DORADO, CA 95623

HUPPE FAMILY TRUST
4455 BLACKBERRY LN
LOOMIS, CA 95650

GARRAHAN PROPERTIES LLC
3338 LUYUNG DR
RANCHO CORDOVA, CA 95742

CLARK DAVID M/DENISE A
3310 LUYUNG DR
RANCHO CORDOVA, CA 95742

MURPHY MARK/PAULA
1828 WOODGLEN DR
FOLSOM, CA 95630

GOLDEN WHEEL CORPORATION
17705 S MAIN ST
GARDENA, CA 90248

**STERICYCLE ENVIRONMENTAL
SOLUTION**
28161 N KEITH DR
LAKE FOREST, IL 60045

MOORE DARIN D
PO BOX 1657
RANCHO CORDOVA, CA 95741

**CHARLES C WENISCH REVOCABLE LIVING
TRUST**
2012 EMPIRE MINE CIR
GOLD RIVER, CA 95670

BRUNNER LANCE A/BETH A
11515 AEROTECH CT
RANCHO CORDOVA, CA 95742

RAFFETY PROPERTIES LLC
PO BOX 1833
FAIR OAKS, CA 95628

WEBSTER WILLIAM J
10753 CAMPANA WAY
RANCHO CORDOVA, CA 95670

**EDWARD/JESSICA RINCON REVOCABLE
TRST**
3900 ARDEN OAKS LN
SACRAMENTO, CA 95864

MARION 2002 REVOCABLE TRUST
788 FARMHOUSE WAY
FOLSOM, CA 95630

SFC LEASING L P
3430 LUYUNG DR
RANCHO CORDOVA, CA 95742

GOLDEN WHEEL CORPORATION
1415 LOWER PASEO LA CRESTA
PALOS VERDES, CA 90274

BFI MEDICAL WASTE INC
PO BOX 59365
SCHAUMBURG, IL 60173

ZAKARYAN FAMILY REV TRUST
11820 DELAVAN CIR
RANCHO CORDOVA, CA 95742

MA INVESTMENTS
11492 REFINEMENT RD
RANCHO CORDOVA, CA 95742

ATTACHMENT 4

**SCOTT B/CARRIE RAWLES FAMILY
REVOCABLE TRUST**
PO BOX 5
FOLSOM, CA 95630

LESNIEWSKI TRUST
4249 SWIFT CIR
SHINGLE SPGS, CA 95682

SFC LEASING L P
3430 LUYUNG DR
RANCHO CORDOVA, CA 95742

JACQUEMAIN ENTERPRISES LLC
3316 LUYUNG DR
RANCHO CORDOVA, CA 95742

TOP GUN GUNITE CORPORATION
3401 FITZGERALD RD
RANCHO CORDOVA, CA 95742

HALEY FAMILY L P
3510 LUYUNG DR
RANCHO CORDOVA, CA 95742

AEROJET GENERAL CORPORATION
PO BOX 13222
SACRAMENTO, CA 95813

APG PROPERTIES LLC
PO BOX 549
ELK GROVE, CA 95759

WENISCH CHARLES C/TR
2012 EMPIRE MINE CIR
GOLD RIVER, CA 95670

MOORE DARIN D
PO BOX 1657
RANCHO CORDOVA, CA 95741

ITEM 10.1.

YANCHUK VITALY/ROBERT SCHAFFNER

3688 OMEC CIR

RANCHO CORDOVA, CA 95742

CR/R INCORPORATED

11292 WESTERN AVE

STANTON, CA 90680

ATTACHMENT 4

ASHWILL CABOT/JOANNA

3181 CAMERON PARK DR STE 105

CAMERON PARK, CA 95682

SK LLC

14341 PIERITE RD

NEVADA CITY, CA 95959

ASHWILL CABOT/JOANNA

3181 CAMERON PARK DR STE 105

CAMERON PARK, CA 95682

CSS PROPERTIES LLC

1508 EUREKA RD STE 230

ROSEVILLE, CA 95661

DS SUNRIDGE LP

100 W HIGH ST 58

MOORPARK, CA 93020

MEMORANDUM



ITEM 12.1.

DATE: October 4, 2021
TO: Honorable Mayor and Council Members
FROM: Amanda Norton, Economic Development Manager
SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2021-275 WITH FOLSOM CORDOVA COMMUNITY PARTNERSHIP IN AN AMOUNT NOT TO EXCEED \$344,000 FOR WORKFORCE RECOVERY PROGRAM SERVICES**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of Resolution will authorize the City Manager to execute Contract Agreement No. 2021-275 with Folsom Cordova Community Partnership in an amount not to exceed \$344,000 to provide Workforce Recovery Program services.

BACKGROUND

City Council held visioning sessions in January and February of 2021 to discuss potential initiatives to fund using the tax proceeds from Measure R. Measure R was passed by the voters in November 2020. One of the expected outcomes from the use of Measure R is to “create resilient jobs and workforce development.” In response to the City Council’s vision, staff drafted the Workforce Recovery Program Notice of Funding Availability (NOFA). The received proposals are looking to offer a wide array of training opportunities to the residents of Rancho Cordova. The Program hopes to provide residents with access to training that will allow them to further progress in their chosen career path or embark on a new career path, the new skills will likely change the economic trajectory of their household.

Folsom Cordova Community Partnership (“FCCP”) to the NOFA. As the COVID-19 pandemic continues to heavily impact the City’s business and residential community, Folsom Cordova Community Partnership will be providing Rancho Cordova residents:

- Resume building, interview skills training, and professional skill building workshops for 90

residents.

- Online job search and application assistance.
- Case management for the “moms back to work” program for 50 residents..
- On the job training and training scholarships for 30 residents.

The purpose of the program is to provide residents with a new skill set with a goal to have a positive career impact or lead into new employment or a new career.

FISCAL IMPACT AND FUNDING SOURCE

The cost associated with Contract No. 2021-275 with Folsom Cordova Community Partnership would be funded through Measure R.

ATTACHMENT(S)

1. Resolution
2. 2021-275 Funding agreement - FCCP CC 10.4.21
3. FCCP Council Presentation 10.4.2021

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2021

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT
AGREEMENT NO. 2021-275 WITH FOLSOM CORDOVA COMMUNITY PARTNERSHIP IN
AN AMOUNT NOT TO EXCEED \$344,000 FOR WORKFORCE RECOVERY PROGRAM
SERIVCES FOR FISCAL YEAR 2021-2022**

WHEREAS, the City of Rancho Cordova (the "City") wishes to contract with Folsom Cordova Community Partnership for Workforce Recovery Program services for fiscal year 2021-2022; and

WHEREAS, the City would like to enter into an Agreement 2021-275 (the "Agreement") with Folsom Cordova Community Partnership in an amount not to exceed \$344,000 to provide Workforce Recovery Program Services to the residents of Rancho Cordova to continue the recovery from the COVID-19 pandemic; and

WHEREAS, the City and Folsom Cordova Community Partnership have negotiated the Agreement substantially in the form on file with the City Clerk that sets forth the requirements for Folsom Cordova Community Partnership services; and

WHEREAS, there are sufficient funds budgeted to cover the costs of the Agreement; and

WHEREAS, the Agreement is in the best interest of the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

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

1. The above recitals and true and are incorporated herein by this reference.
2. The City Manager is hereby authorized to execute Agreement 2021-275 with Folsom Cordova Community Partnership, in a form acceptable to the City Attorney, and to execute all other documents and to take such actions as necessary to carry out the intent of this Resolution.
3. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 4th day of October 2021 by the following vote:

AYES:

NOES:

ABSENT:

ITEM 12.1.

ATTACHMENT 1

ABSTAIN:

Garrett Gatewood, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

AGREEMENT BETWEEN CITY OF RANCHO CORDOVA
AND FOLSOM CORDOVA COMMUNITY
PARTNERSHIP FOR USE OF CITY FUNDS

This Agreement (this “Agreement”) is entered into by and between the City of Rancho Cordova, a California municipal corporation (“City”), and Folsom Cordova Community Partnership (FCCP), a Nonprofit Corporation (“Provider”) as of October 4, 2021.

Whereas, the City has allocated funds to Provider for the purpose of providing Rancho Cordova residents with access to their job resource center, case management, on the job training, and training scholarships to be able to develop and build new skills to remain competitive for in-demand careers; and

Whereas, the COVID-19 pandemic forced many residents out of work and are now looking to re-enter the workforce; and

Whereas, the Provider will partner with community-based organizations to recruit residents and market the program; and

Whereas, there are many uncertainties with the COVID-19 pandemic, and while California has moved past its “Blueprint for a Safer Economy,” there may be future state and/or Sacramento County actions and/or orders which may restrict or prohibit certain activities. This includes workforce development initiatives.

City and Provider agree as follows:

1. Programs and Services. Provider will provide the services described in Exhibit A, entitled “Scope of Services.”
2. Term. The term (the “Term”) of this Agreement is set forth in Exhibit A.
3. Funding and Use of Funds. City has allocated funds to Provider in the amount of Three Hundred and Forty-Four Thousand Dollars (\$344,000.00). The funds shall be disbursed to Provider as set forth in Exhibit A and shall be used by Provider solely for the purposes, and subject to the terms, set forth in Exhibit A.
 - a. Failure to use the funds for the purposes described in Exhibit A and pursuant to the terms of this Agreement shall be considered a material breach of this Agreement. Provider shall reimburse City for such funds and may be required to reimburse City for all funds allocated.
 - b. Minor changes in the use of funds may be approved in writing by the City Manager or his or her designee. “Minor” means a change of use for no more than

thirty percent (30%) of the funds allocated to Provider, or a change that does not alter the core objectives of the service provided with the funds.

4. Unexpended Funds. Should the Provider fail to enroll eighty percent (80%) of their projected enrollment, one hundred and thirty six (136) residents into the program during the Term, the City will withhold \$1,437 times the difference between the number of persons enrolled and the one hundred thirty six (136) person enrollment minimum. .

5. Timeliness. Due to the ongoing uncertainty caused by the COVID-19 pandemic, grantees will have 60 days following the receipt of their grant funding Agreement to provide the required insurance documents and IRS Form W-9 to the City needed to execute the Agreement. This is being done to help mitigate delay of the project and/or the inability to complete the project during the proposed Term.

6. No Guaranty. Provider hereby agrees to not make any representations or guaranties, directly or indirectly, with respect to employment prospects, income potential or transferability of academic credits and certifications to participants in the program to be provided by Provider through the funding provided under this Agreement. No such guaranty will be made in any marketing materials, recruitment materials, program materials, lesson plans, instruction, or by any of Provider's representatives, agents or employees. Provider hereby agrees to indemnify and 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, damages or demands arising from or caused by any representations or guarantees Provider makes to participants of its program with respect to employment prospects, potential income, or transferability of academic credits or certifications from participation in the program.

7. Documents, Reports and Records.

7.1 Record Retention. Provider shall always maintain a complete and current set of financial and statistical records of all its activities which shall clearly reflect the application and use of the funds received from City. All expenditures of the funds granted pursuant to this Agreement must be only for the items set forth in Exhibit A hereto and must be documented by receipts, cancelled checks, credit card statements, or other evidence acceptable to City, which clearly document the amount and purpose of the expenditure. Expenditures for which there is no documentation are not eligible for funding under this Agreement.

7.2 Inspection of Records. All records required to be retained pursuant to Section 7.1 shall be subject to inspection or audit by City at any reasonable time during the normal and usual business hours of Provider. Recognizing, however, that Provider may from time-to-time render services to recipients that are personal and confidential in nature, City will always maintain that confidentiality and will not require a public record to be made or provided that would serve to violate the confidentiality requirements of Provider. Any

inspection or audit shall be made by City's Finance Director, or a designee of the Finance Director.

7.3 Required Reports. Provider shall file Exhibit B, "Report Of Use of City Funds," with the City on or before the dates set forth on Exhibit A. If payments of City funds are to be distributed in more than one installment, distribution of the second and any subsequent distributions will not be made until any required reports have been filed and approved by the City Manager or his or her designee. Provider shall file Exhibit C, "Outcomes Report," with City on or before the date set forth on Exhibit A. Provider shall file the Reports with the City as set forth in Section 14, Notices, below.

8. Non-Discrimination. Provider agrees that in the performance of this Agreement and in the provision of any services funded in whole or in part by the grant made by City to provider pursuant to this Agreement, Provider shall not discriminate against any employee, recipient of Provider's services, or any other person, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, gender, or sexual orientation. In the event that Provider is a religious organization, Provider shall also not condition receipt of any of the services funded by the grant made pursuant to this Agreement upon participation in any religious instruction or service.

9. Indemnification. Provider 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 Provider or its employees, subcontractors, volunteers, 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 Provider shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the gross negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Provider 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 Provider 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 Provider 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 such insurance policies shall have been determined to apply. By execution of this Agreement, Provider acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

10. Insurance. Provider shall comply with the insurance requirements contained in Exhibit D, "Insurance Requirements," and shall procure, at its own cost and expense all insurance coverages listed in Exhibit D before commencing services, projects, or programs

with allocated City funds. Provider shall provide proof of such coverage, including certificates of insurance and endorsements, prior to receiving City funds.

11. Attribution. Provider shall include the following language in all printed materials or electronic communications promoting or describing the programs and services to be provided pursuant to this Agreement: “Supported in part by Measure R from the City of Rancho Cordova.” That language shall be in proportional type size to the total area of the printed material. If the funds provided herein are used to build or install a structure or improvement to property or a building, including, but not limited to, building improvements, playground or sports facilities, or art installations, or is used to fund the purchase of a vehicle on which signage will be placed, Provider shall include the attribution noted above on a permanent sign located at the site of the project or the signage located on the vehicle.

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

13. 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.

14. Notices. Any approval, document or other notice which either party may desire to give to the other party under this Agreement must be in writing and may be given by first class mail, postage prepaid, or reputable overnight delivery service or personal delivery addressed to the party to whom the notice is directed as set forth below, or at any other address as that party may later designate:

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

To Provider: Robert Sanger
Folsom Cordova Community
10455 Investment Circle
Rancho Cordova, CA 95670

Any written notice, demand or communication shall be deemed received immediately if delivered by hand or upon the third day from the date it is postmarked if delivered by first class, registered or certified mail.

15. Interpretation. This Agreement will be performed entirely within California and shall be construed in accordance with the laws of the State of California and any action

ITEM 12.1.

ATTACHMENT 2 Contract No.: 2021-752

to enforce the terms of this Agreement must be brought in the County of Sacramento, State of California.

16. Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that venue 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.

17. Attorneys' Fees. In the event any proceeding or action is brought in connection with the enforcement of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, including those on appeal.

18. Amendments. The parties may amend this agreement only by a writing signed by all parties.

19. Integration. This Agreement, including Exhibits A, B, C, and D, attached hereto, and incorporated herein, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. If there are any conflicts between the Exhibits to this Agreement and this Agreement, this Agreement shall control.

20. IRS Form W-9. Provider shall complete and submit Internal Revenue Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have the ability to waive this requirement.

Signatures on following page.

ITEM 12.1.

ATTACHMENT 2
Contract No.: 2021-752

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:

PROVIDER:

Cyrus Abhar
City Manager

Date: _____

Robert Sanger
Executive Director

Date: _____

Attest:

Stacy Leitner, CMC
City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren
City Attorney

EXHIBIT A
SCOPE OF SERVICES

Address: 10455 Investment circle
Rancho Cordova, CA 95670

Telephone: (916)361-8684 x290
Email: rsanger@thefccp.org
Contact Person/Title: Robert Sanger/Executive Director

Funding Allocation: \$344,000.00

Term: October 4, 2021 – October 3, 2022

Services to be Provided: Provider shall provide access to their job placement services Rancho Cordova residents to access employment resources and career training. Activities undertaken by Provider shall include, but not be limited to:

Individualized Career Services Case Management Activities

Individualized career services case management can consist of the one or more of the following activities:

- Comprehensive Assessment - Comprehensive and specialized assessments of the skill levels and service needs of adults, which may include diagnostic testing, and use of other assessment tools, and/or in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals.
- Individual Employment Plan (IEP) – The development of a plan that identifies the career goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals, including the list of, and information about, training providers.
- Career Counseling – Individual career counseling and/or mentoring.
- Career Planning – Includes comprehensive case management.
- Workforce Preparation - Services are intended to help customers acquire a combination of basic academic skills, critical thinking skills, digital literacy skills, and self-management skills, including competencies in utilizing resources, using information, working with others, understanding systems, and obtaining skills

necessary for successful transition into and completion of post-secondary education or training (high-school diploma or equivalent), or employment.

- Short-term Pre-Vocational Services – Services are geared towards assisting customers to obtain and/or improve communication skills, interviewing techniques, learning the importance of punctuality, personal hygiene, and professional conduct to prepare individuals for unsubsidized employment and/or training. In some instances, pre-apprenticeship programs may be considered as short-term pre-vocational services.
- Employment Acquisition / Retention – Services are intended to provide links to supportive services to remove barriers to gaining and/or retaining employment. Activities may include ancillary supports, transportation supports, childcare supports, technology supports, safety-net supports.
- English Language Acquisition - Services intended to increase the English language proficiency levels of customers to increase employment marketability.

Mom's Back To Work Activities

- Activities can include any of the services listed in the Individualized Career Services Case Management with a focus on women with children who need to re-enter the workforce or gain employment for the first time.
- Up to fifty (50) mothers will be identified to participate in a cohort for additional mentoring activities and peer to peer supports through a group setting.

Additional activities available through this project include:

Employment Training Scholarships - Participants will receive employment training scholarships that match with their Individual Employment Plan goals. Employment training provides accelerated training that helps participants learn specific knowledge or skills to secure employment in a specific career pathway.

On the Job Training Placement – Participants will be placed in On the Job Training opportunities with an employer in the participant's expressed career interest field. Participant will gain work experience with the intent that the employer will retain the placement after the On the Job timeframe.

Referrals for additional employment training programs funded by the City of Rancho Cordova's Workforce Recovery Program

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ATTACHMENT 2 Contract No.: 2021-752

Provide quarterly overview of current results, document lessons learned and align on program trajectory/strategic vision

1. Units of Service to be Provided: A total of one hundred thirty-six (136) to one hundred seventy (170) Rancho Cordova Residents comprised of, Case management for 96-120 residents, 40-50 residents for the moms back to work program, On the job training placements, and training scholarships.

2. Use of Funds: Provider shall use the funds as follows:

Title/Description	Total
Individual Career Services Case Management (96-120 Participants)	\$172,530.00
Mom's Back to Work (40-50 Participants)	\$71,850
Training Scholarships Funds	\$45,000.00
On the Job Training Funds	\$40,800.00
Support Services	\$14,000.00
Total	\$344,000.00

a. The amounts listed above are estimates of the expenditures and may vary. However, the amount may not vary by more than thirty percent (30%) (with City Manager approval) unless the Agreement is amended. In no event shall the City's total distribution of funds to Provider under the Agreement exceed the total allocation shown above.

b. Unexpended Funds. Should the Provider fail to enroll eighty percent (80%) of their projected enrollment, one hundred and thirty-six (136) residents into the program during the Term, the City will withhold \$1,437 times the difference between the number of persons enrolled and the one hundred thirty-six (136) person enrollment minimum.

c. In the event that the costs to perform the items of work set forth herein exceed the amount of funds granted to Provider, Provider shall be responsible for the payment of all costs in excess of the funds granted.

3. Eligibility Criteria for Qualification of Recipients for Services: Only Rancho Cordova residents are eligible to receive services under this Agreement. Rancho Cordova resident is defined as having a residence address in the Rancho Cordova City boundary.

4. Allocation and Payment of Funds: City shall distribute the funds to Provider as follows:

\$57,000.00	Two weeks after execution of the Agreement for the purposes of identifying, hiring key staff, and providing services to residents
Amount as invoiced	FCCP shall submit invoices, not more often than once a month during the term of this Agreement, for the actual cost of providing services under this Agreement. City shall make monthly payments based on receipt of a satisfactory Use of Funds, Outcomes Report, and invoice for services performed.
Final Payment	City shall render the final payment after the final Use of Funds and Outcomes Report and invoice have been received and deemed satisfactory by the City
\$344,000.00 Total	

In the event that any Report for Use of City Funds and/or Outcomes Report which is due to be filed prior to the date upon which a distribution is otherwise due, has not been timely filed, City shall not be obligated to make any additional distributions based on the submission of invoices until two weeks after the date on which the delinquent reports are received by City and have been reviewed and been determined to comply with the requirements of this Agreement.

All requests for the payment of funds shall be due to City by the termination date of this Agreement. The City acknowledges, however, that there may be circumstances when Provider may be unable to do so because it may not yet have received an invoice from a vendor prior to that date. In that case Provider may submit a final request for payment within 60 days after the termination date of the Agreement. City shall not be required to make any payments based on requests submitted more than 60 days after the termination date.

5. Reports: Provider shall file the following reports (each a “**Report**” and collectively the “**Reports**”) with City at the times set forth below:

5.1 Report of Use of City Funds: At the conclusion of implementation: hiring staff, setting eligibility requirements, and offering services (Report one), mid-program progress report with current statistics (Report two), and report of performance outcomes (Report three) The Reports shall include copies of documentation for all expenditures of the funds granted pursuant to this Agreement. Such documentation may include time-keeping reports, receipts, cancelled checks, credit card statements, or other evidence acceptable to City, and must clearly document the amount and purpose of the expenditure. Expenditures which are not so documented are not eligible for funding under this Agreement.

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ATTACHMENT 2
Contract No.: 2021-752

5.2 Outcomes Report: Produced at the conclusion of each cohort. The Report shall describe the services and/or programs provided, number of participants or attendees, and include photographs.

EXHIBIT B

REPORT OF USE OF CITY FUNDS

Address: 10455 Investment circle
Rancho Cordova, CA 95670

Telephone: (916)361-8684 x290
Email: rsanger@thefccp.org
Contact Person/Title: Robert Sanger/Executive Director

Funding Allocation: \$344,000.00

Term: October 4, 2021 – October 3, 2022

Report Accounting Period: Monthly beginning October 4, 2021– September 3, 2022. Final report due on October 3, 2022

City funds received during reporting period:

City funds expended during reporting period (please attach all receipts and proof of payments made using City funds): *[this should include a total and what it was spent on, including any line items, if applicable, and attach receipts or proof of expenditures]*

Units of service provided during this period (if applicable):

Units of service provided to City Residents during this period (if applicable):

The Report shall include copies of documentation for all expenditures of the funds granted pursuant to this Agreement. Such documentation may include time-keeping reports, receipts, cancelled checks, credit card statements, or other evidence acceptable to City, and must clearly document the amount and purpose of the expenditure. Expenditures which are not so documented are not eligible for funding under this Agreement.

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**ATTACHMENT 2
Contract No.: 2021-752**

EXHIBIT C

OUTCOMES REPORT

Address: 10455 Investment circle
Rancho Cordova, CA 95670

Telephone: (916)361-8684 x290
Email: rsanger@thefccp.org
Contact Person/Title: Robert Sanger/Executive Director

Funding Allocation: \$344,000.00

Term: October 4, 2021 – October 3, 2022

Report Accounting Period: Monthly beginning October 4, 2021– September 3, 2022. Final report due on October 3, 2022

[Provider should submit a narrative of any measurable outcomes achieved or goals met]

Produced at the conclusion of each reporting period.

EXHIBIT D

INSURANCE REQUIREMENTS

Before beginning any work under this Agreement, Provider, 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 services hereunder by the Provider and its agents, representatives, employees, volunteers, and subcontractors. Provider 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. Provider shall maintain the insurance policies required by this section throughout the term of this Agreement. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

City may approve reduced coverage amounts after review by the Finance Director and City Attorney.

1. **Workers' Compensation.** Provider 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 Provider. 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, Provider 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 Provider, 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.

Provider shall notify City within fourteen (14) days of notification from Provider's insurer if such coverage is suspended, voided, or reduced in coverage or in limits.

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

2. **General/Commercial Liability Insurance.**

2.1 **General requirements.** Provider, at its own cost and expense, shall maintain commercial general liability or general liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00). The commercial general liability or general liability insurance shall be per occurrence, combined single limit

coverage for risks associated with the work contemplated by this Agreement. If a commercial general or general liability insurance 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.

2.2 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 Provider, including the insured's general supervision of Provider; products and completed operations of Provider; premises owned, occupied, or used by Provider; and automobiles owned, leased, or used by the Provider. 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 Provider 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. Provider shall notify City within fourteen (14) days of notification from Provider's insurer if such coverage is suspended, voided, or reduced in coverage or in limits.

2.3 Sexual Molestation and Abuse Coverage. [INTENTIONALLY OMITTED]

3. Automobile Liability Insurance.

3.1 General requirements. Provider shall ensure that any volunteers, agents, and associates carrying out services associated with this Agreement who use a personal vehicle to

carry out those services have automobile insurance coverage that meets the minimum legal requirements in California.

3.2 **Minimum scope of coverage.** [INTENTIONALLY OMITTED]

3.3 **Additional requirements.** [INTENTIONALLY OMITTED]

4. **All Policies Requirements.**

4.1 **Verification of coverage.** Prior to beginning any work under this Agreement, Provider 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.

4.2 **Subcontractors.** Provider 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.

4.3 **Deductibles and Self-Insured Retentions.** Provider 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, Provider 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 Provider 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.

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

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, Provider shall provide written notice to City at Provider's earliest possible opportunity and in no case later than five (5) days after Provider is notified of the change in coverage.

3792316.1

Workforce Recovery Program

Folsom Cordova Community Partnership

October 4, 2021



Background Information

- A Workforce Recovery Program was discussed as a key initiative to be funded by Measure R
- Initiative goal is to help residents reskill or upskill and assist local businesses find local talent
- 9 Proposals were received from the Notice of Funding Availability (NOFA)
 - CEF received 4 proposals that were sent to Economic Development to review given the nature of the proposals were workforce-related. Three were selected for funding and the qualifications are different than for the proposals received under the Workforce NOFA.
- Previously discussed budget range: \$500,000 to \$1 million

Workforce Recovery Program

Purpose

The purpose of the Workforce Recovery Program is to provide opportunities for our residents who are either unemployed, underemployed, or want to upskill and receive training to be able to compete for higher wage jobs. The Program is designed for residents to be able to take a variety of classes or participate in a program that will enable them to receive a certificate or gather a new skill set which will enable them progress within their current career field or pivot into a new career field.

Being the largest employment hub outside of downtown Sacramento, Program partners will work to connect their resident participants with local employers for job placement or career advancement.

Proposals

Organization	Initial Funding Request	Recommended Funding
Coursera for Government	\$925,000	\$315,000
DP Global Solutions	\$106,150	\$40,000
Folsom Cordova Community Partnership	\$344,000	\$344,000
General Assembly	\$900,000	\$300,000
Udacity	\$160,000	\$160,000
Women In Data	\$249,000	\$245,000
Total	\$2,727,838	\$1,414,000

Folsom Cordova Community Partnership Proposal





Folsom Cordova Community Partnership

Program Details	Estimated Number of Residents	Request of Staff	Funding Recommendation	Outcomes
Individual Case Management, Moms Back to Work, Training Scholarships, On-the-Job Training, Support Services	170 Of the 170, 120 residents would be case managed, 50 would be Working Moms, with additional funds for training scholarships, and on-the-job training	None specifically stated	170 Residents = \$344,000.00	Once hired, residents would be tracked quarterly and receive continued support

Workforce Recovery Program Outcome

It is the intent of the Program for residents to either obtain a career benefit or new employment making higher wages.

A career benefit is when a resident completes a certification or training, and the knowledge enables them to achieve career advancement and better wages.

All the above programs will be tracking and reporting on the progress of the residents in their respective program.

Funding Recommendation



Potential Funding

Use of Funds	Funding Request	# of Residents Served with Recommended Funding
1:1 Case Management	\$172,530	120
Mom's Back to Work	\$71,850	50
Training Scholarships Funds	\$45,000	-
On the Job Training Funds	\$40,800	-
Support Services Funds	\$14,000	-
Total	\$344,000	170

Next Steps



Receive Council
feedback and
answer questions

Review contract

Either approve
Resolution or take
direction from
Council on next
steps

THANK YOU



MEMORANDUM



ITEM 12.2.

DATE: October 4, 2021
TO: Honorable Mayor and Council Members
FROM: Micah Runner, Deputy City Manager
SUBJECT: **DISCUSSION ON NAMING OF PUBLIC FACILITIES AND STREETS**

RECOMMENDATION

Receive information and provide direction as needed.

RESULT OF RECOMMENDED ACTION

Provide update as it relates to naming of public facilities and streets.

BACKGROUND

On September 24, 2019, the City Council discussed the policies related to naming of community assets and public facilities. During the discussion, Council formed a subcommittee consisting of then Mayor Sander and Council Member Budge to further discuss street naming. The Council also requested that the discussion related to public facilities be continued to a work session.

On February 3, 2020, staff provided an update on the street naming subcommittee. Staff received direction and guidance from the City Council regarding the prior discussion related to the naming public facilities after the late Council Member Skoglund and creating a memorial for Officer Mark Stasyuk.

An update will be provided on the street naming subcommittee of Council Member Sander and Council Member Budge with a discussion on options and approach for the naming of streets in the City's new development areas.

FISCAL IMPACT AND FUNDING SOURCE

There is no Fiscal Impact.

ATTACHMENT(S)

None